



# Council Agenda

The 12th Meeting of City Council

May 21, 2019, 4:00 PM

Council Chambers

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

Pages

**1. Disclosures of Pecuniary Interest**

**2. Recognitions**

**3. Review of Confidential Matters to be Considered in Public**

**4. Council, In Closed Session**

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

**4.1 Labour Relations/Employee Negotiations**

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.1/12/CSC)

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

**5.1 11th Meeting held on May 7, 2019**

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**6. Communications and Petitions**

**6.1 B. Brock - Area Speed Limit**

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(Refer to the Civic Works Committee Stage for Consideration with Item 10 (2.6) of the 9th Report of the Civic Works Committee)

**6.2 M. Powell, F. Galloway and G. Playford, London Community Foundation - One River Master Plan Environmental Assessment - Notice of Completion**

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(Refer to the Civic Works Committee Stage for Consideration with Item 13 (3.1) of the 9th Report of the Civic Works Committee)

**6.3 P. Nanavati, Fengate - Request for Demolition - 123 Queens Ave, London ON**

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(Refer to the Planning and Environment Committee Stage for Consideration with Item 13 (3.6) of the 9th Report of the Planning and Environment Committee)

**7. Motions of Which Notice is Given**

**8. Reports**

8.1	9th Report of the Planning and Environment Committee	37
1.	(2.1) 4th Report of the Trees and Forests Advisory Committee	
2.	(2.2) Application - 1602 Sunningdale Road West - 3 Year Extension of Draft Plan of Subdivision 39T-11503	
3.	(2.3) Application - 177 Edgevalley Road - Removal of Holding Provisions (H-9045) (Relates to Bill No. 193)	
4.	(2.4) City Services Reserve Fund Claimable Works - Riverbend South Subdivision Phase 1	
5.	(2.5) ReThink Zoning Terms of Reference	
6.	(2.6) Community Improvement Plans - New Measures and Indicators of Success	
7.	(2.7) Building Division Monthly Report for March 2019	
8.	(3.1) 5th Report of the Advisory Committee on the Environment	
9.	(3.2) Application - 1081 Riverside Drive (Z-9017) (Relates to Bill No. 194)	
10.	(3.3) Summerside Subdivision - 2910 and 3229 Turner Crescent (Phase 12B) - Request for Revisions to Draft Plan of Subdivision 39T-07508 (Z-9021) (Relates to Bill No. 195)	
11.	(3.4) Application - 462, 468, 470 and 472 Springbank Drive (OZ-8995) (Relates to Bill No.'s 186 and 196)	
12.	(3.5) Application - 4680 Wellington Road South (TZ-9027) (Relates to Bill No. 197)	
13.	(3.6) Demolition Request for Heritage Designated Property - 123 Queens Avenue	
14.	(3.7) Demolition Request for Heritage Listed Property - 3303 Westdel Bourne	
15.	(3.8) Application - 3557 Colonel Talbot Road (Z-9003)	
16.	(3.9) 2096 Wonderland Road North (Z-9010) (Relates to Bill No. 198)	
17.	(3.10) Public Site Plan Meeting - 112 St. James Street SPA18-140	
18.	(5.1) 6th Report of the London Advisory Committee on Heritage	
8.2	12th Report of the Corporate Services Committee	114

1. Disclosures of Pecuniary Interest
2. (2.1) Print Services (Relates to Bill No. 183)
3. (2.2) Annual Meeting Calendar

8.3 9th Report of the Civic Works Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) 5th Report of the Cycling Advisory Committee
3. (2.2) 4th Report of the Transportation Advisory Committee
4. (2.3) 1st Report of the Waste Management Working Group
5. (2.4) Contract Award - Tender No. 19-27 - Thames Valley Parkway North Branch Connection (Richmond Street to Adelaide Street)
6. (2.5) New Traffic Signals (Relates to Bill No. 188)
7. (2.8) Assignment Award for RFP 19-19 - 2019 Sanitary Siphon and Trunk Sanitary Sewer Inspection
8. (2.9) Additional Short-Term Contract Amendment for Recycling Services
9. (2.11) Contract Award - Tender RFT 19-60 - Wilton Grove Road Reconstruction
10. (2.6) Area Speed Limit
11. (2.7) Traffic Calming Procedures
12. (2.10) Greenway Wastewater Treatment Plant Organic Rankine Cycle Equipment Installation Budget Allocation
13. (3.1) One River Master Plan Environmental Assessment - Notice of Completion
14. (5.1) Deferred Matters List

8.4 13th Report of the Strategic Priorities and Policy Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) TechAlliance 2019-2023 Grant (Relates to Bill No. 184)
3. (2.2) Small Business Centre 2019-2023 Grant (Relates to Bill No. 185)
4. (2.3) Approval of the 2019 Development Charges By-law and Background Study (Relates to Bill No. 187)
5. (4.1) 2020-2023 Multi-Year Budget
6. (4.2) Appointments/Affirmations of London Hydro's Board of Directors

**9. Added Reports**

9.1 11th Report of Council in Closed Session

**10. Deferred Matters**

**11. Enquiries**

**12. Emergent Motions**

**13. By-laws**

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

13.1 Bill No. 182 By-law No. A.- \_\_\_\_\_ - \_\_\_\_ 149

A by-law to confirm the proceedings of the Council Meeting held on the 21st day of May, 2019. (City Clerk)

13.2 Bill No. 183 By-law No. A.- \_\_\_\_\_ - \_\_\_\_ 150

A by-law to approve the “Master Agreement Adoption Agreement” and “Client-Supplier Agreement” with Ricoh Canada Inc. for Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room, respectively; and to authorize the Mayor and the City Clerk to execute the Agreements; and to approve Ricoh Canada Inc. as a Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room for the City of London. (2.1/12/CSC)

13.3 Bill No. 184 By-law No. A.- \_\_\_\_\_ - \_\_\_\_ 208

A by-law to approve a Grant Agreement with TechAlliance of Southwestern Ontario. (2.1/13/SPPC)

13.4 Bill No. 185 By-law No. A.- \_\_\_\_\_ - \_\_\_\_ 218

A by-law to approve a Grant Agreement with London Community Small Business Centre, Inc. (2.2/13/SPPC)

13.5 Bill No.186 By-law C.P.-1284(\_\_\_\_)-\_\_\_\_ 228

A by-law to amend the Official Plan for the City of London, 1989 relating to 462, 468, 470, 472 Springbank Drive. (3.4a/9/PEC)

13.6 Bill No.187 By-law C.P.- 232

A by-law respecting the payment of Development Charges. (2.3/13/SPPC)

13.7 Bill No. 188 By-law PS-113-19\_\_\_\_\_ 247

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.” (2.5/9/CWC)

13.8 Bill No.189 By-law S.- \_\_\_\_\_ - \_\_\_\_ 248

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Cedarpark Way) (City Surveyor - for unobstructed legal access throughout the Subdivision)



13.9	Bill No. 190 By-law S.-____-____  A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Commissioners Road East, west of Carnegie Lane) (City Surveyor - pursuant to Consent B.007/18 and in accordance with Zoning By-law Z-1)	250
13.10	Bill No. 191 By-law S.-____-____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Tokala Trail) (City Surveyor - for unobstructed legal access throughout the Subdivision)	252
13.11	Bill No. 192 By-law S.-____-____  A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Trafalgar Street, east of Bancroft Road) (City Surveyor - pursuant to Consent B.002/18 and in accordance with Zoning By-law Z-1)	254
13.12	Bill No. 193 By-law Z.-1-19_____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 177 Edgevalley Road. (2.3/9/PEC)	256
13.13	Bill No. 194 By-law Z.-1-19_____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1081 Riverside Drive. (3.2/9/PEC)	258
13.14	Bill No. 195 By-law Z.-1-19_____  A by-law to amend By-law No. Z.-1 to rezone an area of land located on the future extension of Turner Crescent within the Draft Plan of Subdivision – Summerside Phase 12B (39T-07508). (3.3/9/PEC)	260
13.15	Bill No. 196 By-law Z.-1-19_____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 462, 468, 470, 472 Springbank Drive. (3.4b/9/PEC)	263
13.16	Bill No. 197 By-law Z.-1-19_____  A by-law to amend By-law No. Z.-1 to rezone a portion of an area of land located at 4680 Wellington Road South. (3.5/9/PEC)	267
13.17	Bill No. 198 By-law Z.-1-19_____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2096 Wonderland Road North. (3.9/9/PEC)	269

#### 14. Adjournment



## Council Minutes

The 11th Meeting of City Council  
May 7, 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. Pelozo, A. Kayabaga, S. Hillier  
Also Present: M. Hayward, A. Barbon, B. Card, S. Corman, B. Coxhead, S. Datars Bere, M. Geudens, G. Kotsifas, H. Machel, S. Mathers, P. McKague, B. O'Hagan, M. Ribera, C. Saunders, C. Smith, S. Stafford, B. Warner and B. Westlake-Power.  
The meeting is called to order at 4:02 PM.

### 1. Disclosures of Pecuniary Interest

None.

### 2. Recognitions

None.

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

None.

### 4. Council, In Closed Session

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

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

#### 4.1 Land Disposition/Solicitor-Client 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. (6.1/11/CSC)

#### 4.2 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. (6.2/11/CSC)

#### 4.3 Added – Land Acquisition/Solicitor-Client 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. (6.3/11/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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

The Council, In Closed Session, rises at 4:29 PM and Council reconvenes at reconvenes at 4:32 PM, with Mayor E. Holder in the Chair and all Members present.

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

5.1 10th Meeting held on April 23, 2019

Motion made by: P. Van Meerbergen

Seconded by: S. Lewis

That the Minutes of the 10th Meeting held on April 23, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**6. Communications and Petitions**

Motion made by: M. van Holst

Seconded by: S. Lewis

That the added communication from Councillor M. van Holst, with respect to full-time, daytime Council, BE RECEIVED and BE REFERRED as noted on the added agenda.

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. Pelozza, and S. Hillier

Nays: (1): A. Kayabaga

**Motion Passed (14 to 1)**

**7. Motions of Which Notice is Given**

None.

**8. Reports**

8.1 11th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 11th Report of the Corporate Services Committee BE APPROVED, excluding Item 5 (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. Pelozza, 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. (2.2) Year 2019 Education Tax Rates (Relates to Bill No. 176)

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 Education Tax Rates:

a) the proposed by-law to levy education tax rates for 2019, as appended to the staff report dated April 30, 2019, BE INTRODUCED at the Council meeting of May 7, 2019; and

b) the Mayor BE REQUESTED to send a letter to the Minister of Finance, on behalf of City Council, requesting further clarification with respect to the long term intention of the current government with respect the business education property tax cuts that were temporarily frozen with the 2012 Provincial budget.

**Motion Passed**

3. (2.3) Report of the Federation of Canadian Municipalities Board of Directors Meeting - Penticton, BC - March 12-15, 2019

Motion made by: J. Morgan

That the communication dated April 9, 2019, from Councillor J. Morgan, regarding the Federation of Canadian Municipalities Board of Directors meeting held March 12-15, 2019 in Penticton, BC, BE RECEIVED for information.

**Motion Passed**

4. (2.1) Year 2019 Tax Policy (Relates to Bill No.'s 171, 172, 173, 174 and 175)

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 property taxation for 2019:

a) the by-law, as appended to the staff report dated April 30, 2019 as Appendix A, BE INTRODUCED at the Council meeting to be held on May 7, 2019, to set tax ratios for property classes in 2019; it being noted that this by-law is in keeping with the option AB2 selected by the Municipal Council from Schedule "B" appended to the staff report dated April 30, 2019 and reflective of committee recommendation in accordance with Sub-sections 308(4) and 308.1(4) of the Municipal Act, 2001;

b) the by-law, as appended to the staff report dated April 30, 2019 as Appendix B, BE INTRODUCED the Municipal Council meeting to be held on May 7, 2019, to exempt certain properties in the commercial classes, industrial classes and multi-residential property class from the application of Part IX of the Municipal Act, 2001;

c) the by-law, as appended to the staff report dated April 30, 2019 as Appendix C, BE INTRODUCED at the Municipal Council

meeting to be held on May 7, 2019 to exercise the option to establish a phase out and end to the capping of property taxes under Part IX of the Municipal Act, 2001 for eligible property classes;

d) the by-law, as appended the staff report dated April 30, 2019 as Appendix D, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to exclude reassessment related tax increases after 2016 from the capping provisions of Part IX of the Municipal Act, 2001; and

e) the by-law, as appended to the staff report dated April 30, 2019 as Appendix E, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to opt to use certain subsections of section 329.1 of the Municipal Act, 2001, in the calculation of taxes in the commercial, industrial and multi-residential property classes.

**Motion Passed**

5. (4.1) Full-Time Councillors for Next Term of Council

Motion made by: J. Morgan

That the communication dated April 8, 2019 from Councillor M. van Holst with respect to full-time Councillors for the next term 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**Amendment:**

Motion made by: M. van Holst

Seconded by: S. Lewis

Add a new part b), as follows:

“b) the governance working group BE TASKED to discuss the virtues of daytime meetings, with the exception of public participation meetings, for next term and provide a recommendation for further discussion at SPPC.”

Yeas: (7): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, E. Pelozza, and S. Hillier

Nays: (8): Mayor E. Holder, M. Salih, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga

**Motion Failed (7 to 8)**

8.2 8th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 8th Report of the Planning and Environment Committee BE APPROVED, excluding Item 7 (3.3).

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. Pelosa, 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) 5th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 5th Report of the Environmental and Ecological Advisory Committee, from its meeting held on March 21, 2019:

a) the following actions be taken with respect to the Parks and Recreation Master Plan:

i) a Working Group BE ESTABLISHED consisting of S. Hall, S. Levin and R. Trudeau, to review and provide comments to the Civic Administration prior to April 23, 2019; and,

ii) the Environmental and Ecological Planning Advisory Committee (EEPAC) BE GRANTED delegation status when the Parks and Recreation Master Plan is presented to the Community and Protective Services Committee;

it being noted that the EEPAC reviewed and received the following with respect to this matter:

- the presentation from A. Macpherson, Division Manager, Parks Planning and Operations and S. Stafford, Managing Director, Parks and Recreation appended to the 5th Report of the Environmental and Ecological Planning Advisory Committee;

- the Children & Nature Facts from A. Macpherson, Division Manager, Parks Planning and Operations appended to the 5th Report of the Environmental and Ecological Planning Advisory Committee; and,

- a communication from A. Macpherson with respect to responses to the EEPAC comments on this matter;

b) the Project Managers BE REQUESTED to advise the Environmental and Ecological Planning Advisory Committee (EEPAC) of the correlation between the Dingman Creek Subwatershed Study and the Municipal Class Environmental Assessment currently being undertaken; it being noted that the EEPAC reviewed and received the Notice of Study Commencement for Dingman Drive East of Wellington Road to Highway 401 and area intersections Municipal Class Environmental Assessment, from M. Elmadoon, Project Manager, The

Corporation of the City of London and P. McAllister, Project Manager, AECOM Canada Ltd;

c) the following actions be taken with respect to the Draft Plan of Subdivision and Zoning By-law Amendment for the properties located at 1938 and 1964 Commissioners Road East and 1645 Hamilton Road:

i) B. Krichker BE INCLUDED in the Environmental and Ecological Planning Advisory Committee (EEPAC) existing Working Group; and,

ii) the Working Group comments relating to the Draft Plan of Subdivision and Zoning By-law Amendment for the properties located at 1938 and 1964 Commissioners Road East and 1645 Hamilton Road BE POSTPONED to the next EEPAC meeting to allow the EEPAC to meet with staff;

d) the following actions be taken with respect to the communication dated April 8, 2019, from T. Cooke, Executive Director, Invasive Species Centre, congratulating the City of London on their excellent work on the London Invasive Plant Management Strategy:

i) the Civic Administration BE CONGRATULATED on their achievement; and,

ii) the above-noted communication BE RECEIVED;

e) clauses 1.1, 2.2, 3.1 to 3.5, inclusive, 3.7, 5.1 and 5.2 and 6.2, BE RECEIVED for information.

**Motion Passed**

3. (2.3) Victoria on the River Draft Plan of Subdivision - Request for Extension of Draft Plan Approval 39T-09502

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, with respect to the application by Sifton Properties Limited, relating to lands located south of the south branch of the Thames River, west of Hamilton Road, and north of Commissioners Road East, legally described as Part of Lots 8, 9, 10 Concession 1 and Part of Lots 8 and 9 Broken Front Concession "B" and Part of the Road Allowance between Concession 1 and Broken Front Concession "B" (Geographic Township of Westminster), in the City of London, the Approval Authority BE REQUESTED to approve a two (2) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-09502, SUBJECT TO the revised conditions contained in Schedule "A" 39T-09502 appended to the staff report dated April 29, 2019. (2019-D19)

**Motion Passed**

4. (2.2) Local Planning Appeal Tribunal Process Update Report

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, and the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the Local Planning Appeal Tribunal process update:

a) the staff report dated April 29, 2019, entitled “Local Planning Appeal Tribunal Process Update Report” BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to implement the processes outlined in the report noted in clause a) above; and,

c) the attached, revised, illustration with respect to how planning recommendations are formed BE RECEIVED for information. (2019-L01)

**Motion Passed**

5. (3.1) Community Improvement Plan (CIP) Study Request of the Argyle BIA and Surrounding Area

Motion made by: A. Hopkins

That the delegation by R. Sidhu, Executive Director, Argyle Business Improvement Area, with respect to their request for a Community Improvement Plan study to be undertaken for the Argyle Business Improvement Area and surrounding areas BE POSTPONED to a future Planning and Environment Committee meeting. (2019-D09)

**Motion Passed**

6. (3.2) Application - 3900 Scotland Drive, 3777 Westminister Drive and 5110 White Oak Road (Z-8992) (Relates to Bill No. 180)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, with respect to the application by John Aarts Group, relating to the properties located at 3900 Scotland Drive, 3777 Westminister Drive and 5110 White Oak Road, the proposed by-law appended to the staff report dated April 29, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 7, 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 (OS4) Zone, Environmental Review (ER) Zone, and Resource Extraction (EX) Zone TO an Open Space (OS4) Zone, Environmental Review (ER) Zone, Resource Extraction (EX) Zone and holding Resource Extraction (h-\_\_\_\*EX1) Zone;

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

- a petition signed by approximately 31 individuals requesting to change Westminister Drive from Wellington Road to White Oak Road to no truck route; and,
- a petition signed by approximately 38 individuals with expressing opposition to the application;

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



- the requested amendment is in conformity with the policies of The London Plan;
- the requested amendment is in conformity with the policies of the 1989 Official Plan; and,
- the requested amendment will facilitate the addition of a use that is complementary and accessory to the existing aggregate resource extraction operation. (2019-D09)

**Motion Passed**

8. (4.1) Lambeth Main Streetscape Master Plan Concept and Background Document

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer and the Managing Director, Planning and City Planner, the following actions be taken with respect to the Lambeth Main Street Streetscape Master Plan Concept:

- a) the Lambeth Main Street Streetscape Master Plan Concept Background Document appended to the staff report dated April 29, 2019, as Appendix "A", BE RECEIVED for information;
- b) the Lambeth Main Street Streetscape Master Plan Concept appended to the staff report dated April 29, 2019, as Appendix "B", BE APPROVED as a plan identifying infrastructure and urban design guidance for future road projects and redevelopment; and,
- c) the Civic Administration BE DIRECTED to initiate an Official Plan amendment in order to add the Lambeth Main Street Streetscape Master Plan Concept to the list of Council approved Urban Regeneration Guidelines in The London Plan. (2019-D19)

**Motion Passed**

9. (4.2) Hamilton Road Streetscape Master Plan Concept Background Document

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, and the Managing Director, Planning and City Planner, the following actions be taken with respect to the Hamilton Road Streetscape Master Plan Concept:

- a) the Hamilton Road Streetscape Master Plan Concept Background Document appended to the staff report dated April 29, 2019 as Appendix "A", BE RECEIVED for information;
- b) the Hamilton Road Streetscape Master Plan Concept appended to the staff report dated April 29, 2019 as Appendix "B", BE APPROVED as a plan identifying infrastructure and urban design guidance for future road projects and redevelopment; and,

c) the Civic Administration BE DIRECTED to initiate an Official Plan amendment in order to add the Hamilton Road Streetscape Master Plan Concept to the list of Council approved Urban Regeneration Guidelines in The London Plan. (2019-D19)

**Motion Passed**

7. (3.3) Victoria Park Secondary Plan - Status Update and Draft Secondary Plan Principles (O-8978)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the Draft Principles for the Victoria Park Secondary Plan BE ENDORSED; it being noted that staff will continue to work with consultants, stakeholders, property owners, and other interested parties to develop the Secondary Plan;

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

- a communication dated April 11, 2019, from T. Squire-Smith, Chief Operating Officer, Refcio & Associates;
- a communication dated April 25, 2019, from S. Stapleton, Vice-President, Auburn Developments; and,
- a communication dated April 26, 2019, from K. Muir, Senior Planner, GSP Group Inc.;

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)

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

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

**Motion Passed (8 to 7)**

8.3 2nd Report of the Audit Committee

Motion made by: J. Helmer

That the 2nd 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. Pelozza, 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 no pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) Internal Audit Summary Update  
Motion made by: J. Helmer  
That the memo dated April 5, 2019, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.  
**Motion Passed**
  
3. (4.2) Observation Summary as at April 5, 2019  
Motion made by: J. Helmer  
That the Observation Summary from Deloitte, as of April 5, 2019, BE RECEIVED.  
**Motion Passed**
  
4. (4.3) June 2017 - December 2018 Internal Audit Dashboard as at April 5, 2019  
Motion made by: J. Helmer  
That the communication from Deloitte, regarding the June 2017 - December 2018 internal audit dashboard as of April 5, 2019, BE RECEIVED.  
**Motion Passed**
  
5. (4.4) ITS Portfolio Management and Project Management - Methodology Maturity  
Motion made by: J. Helmer  
That the Internal Audit Report from Deloitte with respect to the ITS Portfolio Management and Project Management - Methodology, audit performed September to October 2018, issued April 2019, BE RECEIVED.  
**Motion Passed**
  
6. (4.5) ITS Portfolio Management and Project Management - Project Compliance  
Motion made by: J. Helmer  
That the Internal Audit Report from Deloitte with respect to the ITS Portfolio Management and Project Management - Project Compliance, audit performed September to October 2018, issued March 2019, BE RECEIVED.  
**Motion Passed**
  
7. (4.6) Housing Administration Process Assessment  
Motion made by: J. Helmer  
That the Internal Audit Report from Deloitte with respect to the Housing Administration Process Assessment, audit performed October 2018-January 2019, issued March 2019, BE RECEIVED.  
**Motion Passed**

8. (4.7) Health and Safety Management Systems

Motion made by: J. Helmer

That the Internal Audit Report from Deloitte with respect to the Health and Safety Management Systems, audit performed October 2018-January 2019, issued March 2019, BE RECEIVED.

**Motion Passed**

9. (4.8) 2019-2021 Internal Audit Plan

Motion made by: J. Helmer

That the 2019-2021 Internal Audit Draft Plan from Deloitte dated April 5, 2019, BE APPROVED.

**Motion Passed**

**9. Added Reports**

9.1 10th Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: E. Pelozza

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 west side of Sovereign Road, being part of the Trafalgar Industrial Park Phase III, containing an area of approximately 3.4 acres, being composed of Lot 28 of Plan 33M-251 and municipally known as 585 Sovereign Road, outlined on the sketch attached hereto as Appendix "B", the offer submitted from Equals Brewing under the corporate name Southwest Sun Property Corp. (the "Purchaser") to purchase the subject property from the City, at a purchase price of \$221,000.00 (reflecting a sale price of \$65,000.00 per acre), attached hereto as Appendix "C" BE ACCEPTED; subject to the following conditions:

- a) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to examine title at Purchaser's own expense;
- b) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out soil tests as it might reasonably require;
- c) the Purchaser be allowed, within ninety (90) 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 ninety (90) days from acceptance of the offer, to carry out geotechnical investigations of the property satisfactory to the Purchaser;
- e) the Purchaser be allowed, within ninety (90) 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.

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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That Introduction and First Reading of Bill No.'s 170 to 180, and the Added Bill No. 181, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Lewis

Seconded by: J. Helmer

That Second Reading of Bill No.'s 170 to 180, and the Added Bill No. 181, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Turner

Seconded by: S. Lehman

That Third Reading and Enactment of Bill No.'s 170 to 180, and the Added Bill No. 181, 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. Pelozza, 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. 170 By-law No. A.- 7846-128	A by-law to confirm the proceedings of the Council Meeting held on the 7th day of May, 2019. (City Clerk)
Bill No. 171 By-law No. A.- 7847-129	A by-law setting tax ratios for property classes in 2019. (2.1a/11/CSC)
Bill No. 172 By-law No. A.- 7848-130	A by-law to opt to have Section 8.0.2 of Ontario Regulation 73/03, as amended, apply within the City of London for the year 2019, to exempt certain properties in the commercial classes, industrial classes and multi-residential property class from the application of Part IX of the Municipal Act, 2001. (2.1b/11/CSC)
Bill No. 173 By-law No. A.- 7849-131	A by-law to exercise the option to establish a phase out and end to the capping of property taxes under Part IX of the Municipal Act, 2001 for eligible property classes. (2.1c/11/CSC)
Bill No. 174 By-law No. A.- 7850-132	A by-law to exclude reassessment related tax increases after 2016 from the capping provisions of Part IX of the Municipal Act, 2001. (2.1d/11/CSC)
Bill No. 175 By-law No. A.- 7851-133	A by-law to opt to use certain subsections of section 329.1 of the Municipal Act, 2001, as amended, in the calculation of taxes in the commercial, industrial, and multi-residential property classes. (2.1e/11/CSC)
Bill No. 176 By-law No. A.- 7852-134	A by-law levying rates for 2019 for school purposes in the City of London. (2.2/11/CSC)
Bill No. 177 By-law No. A.- 7853-135	A by-law levying tax rates for property classes in 2019. (4.8/5/SPPC)
Bill No. 178 By-law No. S.- 6003-136	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road, from Oxford Street West to Essex Street) (City Surveyor - for road widening purposes on Wharncliffe Road for the Western Road Widening and Improvement Project (TS 1489-1))
Bill No. 179 By-law No. W.- 5581(a)-137	A by-law to amend by-law No. W.-5581-134 entitled, "A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements. (Project No. TS1134)". (2.1/8/CWC)
Bill No. 180 By-law No. Z.-1- 192744	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3900 Scotland Drive, 3777 Westminster Drive, and 5110 White Oak Road. (3.2/8/PEC)

<p>Bill No. 181 By-law No. A.- 7854-138</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Southwest Sun Property Corp., for the sale of the City owned industrial land, described as Lot 28 of Plan 33M - 251, being part of Trafalgar Industrial Park, Phase III and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/11/CSC)</p>
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**14. Adjournment**

Motion made by: S. Lewis

Seconded by: E. Peloza

That the meeting adjourn.

**Motion Passed**

The meeting adjourned at 5:50 PM.

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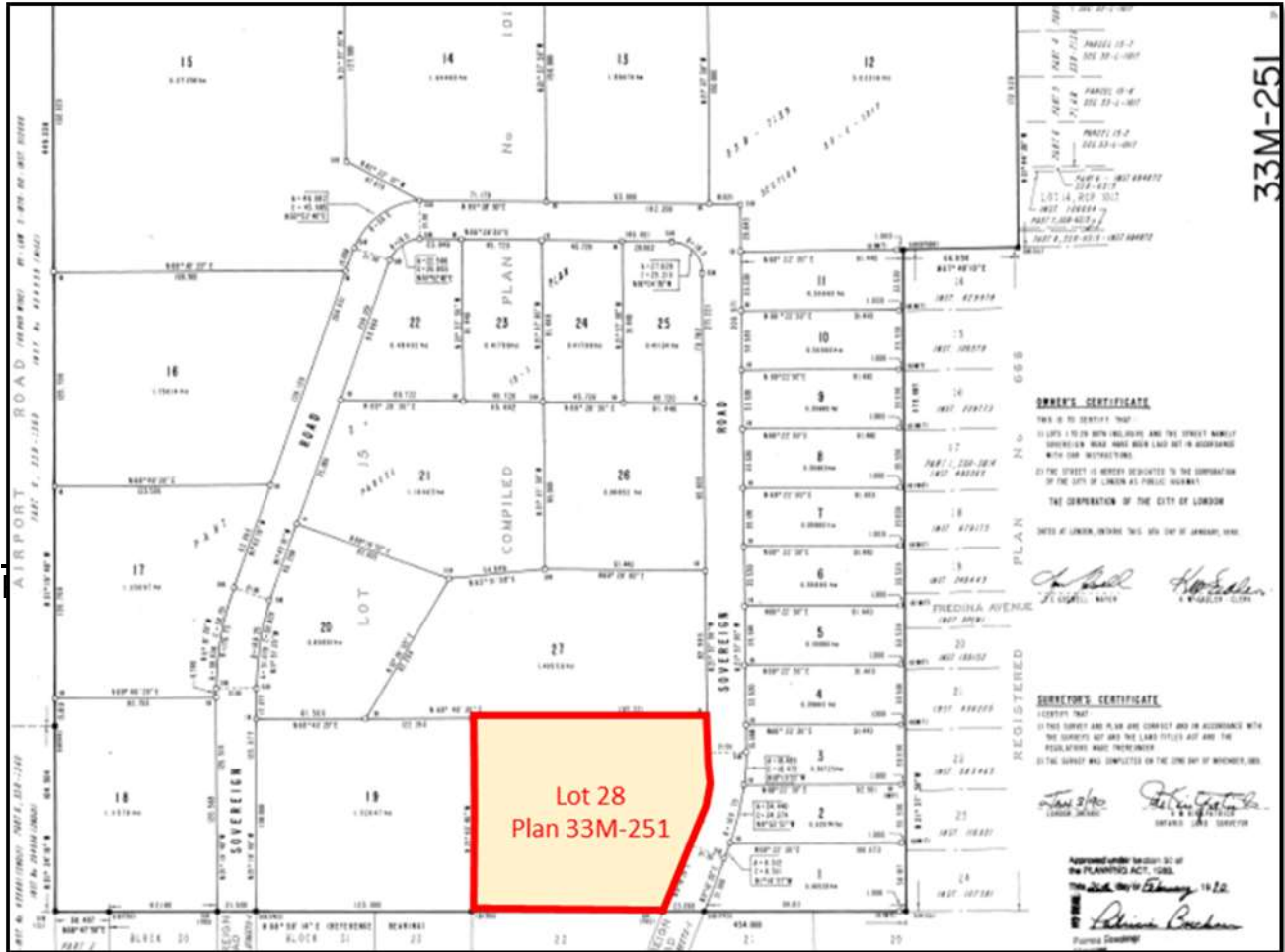
Ed Holder, Mayor

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Catharine Saunders, City Clerk

**APPENDIX "B"**

**PURCHASE LANDS  
LOT 28 OF PLAN 33M-251  
TRAFALGAR INDUSTRIAL PARK PHASE III**



**APPENDIX "C"**

**AGREEMENT OF PURCHASE AND SALE**



CLASS 1 SALE

THIS INDENTURE dated the 17<sup>th</sup> day of April, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

**SOUTHWEST SUN PROPERTY CORP.**

Address: 695 SOVEREIGN ROAD, LONDON, ONTARIO, N5V 4K8

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 **Trafalgar Industrial Park Phase III**, in the City of London, in the County of Middlesex, containing **3.4 acres**, more or less subject to survey, located on the west side of Sovereign Road, and being composed of **Lot 28 of Plan 33M-251**, and shown outlined on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and Twenty One Thousand Dollars (\$221,000.00)  
of lawful money of Canada calculated at the rate of

Sixty-Five Thousand Dollars (\$65,000.00)  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Twenty Two Thousand One Hundred Dollars (10% of purchase price) (\$ 22,100.00)  
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 90 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 90 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 120 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, (list additional attachment #'s) attached hereto form part of this Agreement.

**APPENDIX "C" Cont'd**

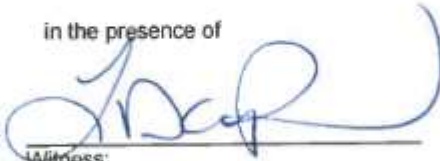
**AGREEMENT OF PURCHASE AND SALE**

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 31<sup>st</sup> day of May, 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 11 day of April, 2019.

SIGNED, SEALED & DELIVERED

in the presence of

  
Witness: \_\_\_\_\_

)SOUTHWEST SUN PROPERTY CORP.

)Purchaser

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Signature of Signing Officer

Brian Semkowski, President  
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 - "Map Outlining Property In Red"

**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 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:	Lot 28 in Trafalgar Industrial Park Phase III
Lot & Conc. /Part No. /Block, etc.; Acres:	Lot 28, Plan 33M-251 (3.4 Acres)
Name, Address, Postal Code of Purchaser:	South West Sun Property Corp, 695 Sovereign Road, London, Ontario, N5V 4K8.
Local Company: <u>Yes</u> No	
Intended Use of Building - (Describe):	An expansion for the Production and Packaging of Beer and Alcoholic beverages.
Major Industrial Classification of User:	Food and Beverage Manufacturing
List of Products Manufactured/Handled:	Beer and Alcoholic beverages
Number of Employees Anticipated:	40-50 (Full Time)
Number of Square Feet of Building Proposed:	40,000 sq. ft.
Number of Square Feet in Property Purchase:	148,104 sq. ft.
Proposed Building Coverage as % of Lot Area:	27% percent (%)
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:	Paul Siskind, 450 Talbot Street, London, ON, N6A 4K3
Telephone:	(519) – 679 - 9660

Purchaser's Executive Completing this Form:  
Brian Semkowski  
President  
South West Sun Property Corp.

  
\_\_\_\_\_  
(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. 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.
19. 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"**

**Property Location Map**



Location Map



Plan 33M-251

**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.

**Paramourty 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.

**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.

**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's Pre-Closing Covenants:**

In addition to and without limiting the obligations of the Vendor herein, the Vendor covenants and agrees that it shall satisfy and complete, at its sole cost and expense, the following obligation as a condition of this Agreement:

- a. Remove the holding provision h-148 from the property being:

Purpose: to ensure that the future property owners of 585 and 613 Sovereign Road undertake tree management plans as part of any future site plan approvals, the holding provision will not be deleted until a tree management plan has been prepared by a Registered Professional Forester (R.P.F.), the management plan includes supervision of

**APPENDIX "C" Cont'd**

**AGREEMENT OF PURCHASE AND SALE**



the removal of the trees on 585 and 613 Sovereign Road by a R.P.F., and that the removal and movement of topsoil and other materials are in accordance with the City-led Forest Management plan which includes revegetation of the area on the east side of Sovereign Road (604-650 Sovereign Road). (Z.-1-122123).

The Obligation of the Vendor contained in this provision shall survive and not merge on the completion of this transaction.

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 ninety (90) 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.

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 ninety (90) 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.

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 ninety (90) 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.

Brief to Civic Works Committee Meeting May 14, 2019 (part 1)  
Re: Agenda Item 2.7 Area Speed Limit & (a) Councillor M. Cassidy

This brief is presented as the staff report makes references to Provincial downloading where cities can now decide on different speed limits. Note on pg.1 of report the strategic focus area of building a sustainable city with area speed limits which enable Londoners to move around safely and easily in a manner that suits their needs using Vision Zero principles. The reality is: according to police records, 99.9% of accidents are caused by human error!

The major theme of staff report is based on "Risk". If I take it literally this means eliminating drinking and driving achieves Vision Zero! As long as people are involved and given reality today Council should deal with data not visions! There has been no factual data generated in London that supports the need to reduce. In order to assess the 2016 assessment data should be addressed for all of London and each of the 43 neighbourhood communities which shows millions of trips daily and annually taken throughout the city! The I.B.I. Group final report 2016 Household travel survey prepared for the city of London (Exhibit 4.17 Trips by Time Period and Travel Mode ) shows 1,632,000 daily trips by mode and numbers. Auto 1,290,000: 80%; transit 101,000 6.2%; walk 164,000 10%; Bike 19,400 1.2%; other 57,000 3.5%.

In order to show impact of changes there should be a starting point. Question what is accident record; traffic ticket record for speeding record in the past 5 years? From 2016 assessment Argyle district showed 10,000 (est.) people going to work in a car and returning. This is approximately 5 million trips per year in 250 days. The I.B.I. report at 1.6 million a day isn't out of line. Why should the whole city be impacted if only one or two areas show evidence of reasonable numbers?.

There is no factual evidence to support such action unless you assess what has actually happened? This is a repeat of the school zone speed decision. Although previously you ignored the data on school trips etc. to which fewer children; more school bussing and parent involvement.

Also, There is a continual attempt to claim that if children and adults walk more (assuming great social benefits in millions) somehow there is major dollar savings. This is the vision verses reality argument. Basing the data mentioned on peoples choices of transportation but ignoring factual data continues to be wrong!

Fuel for thought!  
Bill Brock

To: Civic Works Committee May 14, 2019 (Part 2)

History lesson repeated!

So, over time there will school zones (off arterial roads); area speed zones ; arterial roads plus any variation decided on.

Data should validate general concurrence with speed limits so there is no need to panic or add to an education envelope!

You can't ignore real needs as stated in 2016 meeting!

Sent again because of new Councillors. Video is available.

Bill Brock

----- Forwarded Message -----

From: bill brock <[REDACTED]>

To: "[REDACTED]" <[REDACTED]>

Sent: Saturday, July 16, 2016, 12:21:40 a.m. EDT

Subject:

Civic Works Committee Presentation July 18, 2016

Re: Speed Limits School Zones

IN MUNICIPAL POLITICS THERE IS A TERM HARDLY EVER USED THAT CLEARLY IDENTIFIES CITIZEN ENGAGEMENT AND DIALOGUE

OR A PROCESS BASED ON PERCEPTION AND TIME! " RULES AGAINST BIAS"

WHICH IMPLIES A COUNCILLOR WHO HAS FIRMLY HELD VIEWS IS INCAPABLE OF PERSUASION.

COUNCILLORS SET POLICY AND STAFF (experts) ARE TO GUIDE WITH THEIR EXPERTISE AND PRESENTATIONS OF ALL OPTIONS TO MAKE INFORMED DECISIONS.

THE DEPUTY MAYOR ONCE SAID " NO DECISION SHOULD BE MADE UNTIL ALL INPUT HAS BEEN RECEIVED". LAST YEAR STAFF PRESENTED A REPORT INDICATING RESEARCH HAS SHOWN THAT THE BEST OPTION IS TO IMPLEMENT LIMITS DURING OPERATIONS.

WHAT YOU DON'T HAVE IS THE DATA ON IMPACT OF 24/7 IMPLEMENTATION SHOULD YOU DO ANYTHING.

DATA SHOWS NEED (IF AT ALL) IS 7% OF TOTAL ANNUAL HOURS.

Annual # of days 365 x 24 hours = 8760 hours

School days 187 x 24 hours = 4500 hours

Regular hours to / from school 187 x 4 = 561 hours

QUESTIONS NOT ANSWERED:

NUMBER OF STUDENTS TO / FROM SCHOOL BY BUS?

NUMBER OF STUDENTS ON SCHOOL SIDE OF STREET?

NUMBER OF STUDENTS DRIVEN / PICKED UP BY PARENTS?

NUMBER AT TRAFFIC LIGHTS; STOP SIGNS OR CROSSING GUARDS?

FACTS: NO ACCIDENTS IN SCHOOL ZONES AFFECTING STUDENTS.

OVER A MILLION VEHICLES USE THESE STREETS YEARLY.



LONDON  
COMMUNITY  
FOUNDATION

ADDRESS  
Covent Garden Market  
130 King Street  
London, Ontario N6A 1C5

PHONE 519.667.1600  
FAX 519.667.1615  
EMAIL [info@lcf.on.ca](mailto:info@lcf.on.ca)  
WEBSITE [www.lcf.on.ca](http://www.lcf.on.ca)

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May 9, 2019

To: Mayor Ed Holder and City Council

CC: Cathy Saunders, City Clerk

From: Martha Powell, President & CEO, London Community Foundation  
Greg Playford, Board Chair, London Community Foundation  
Fred Galloway, Chair BTTR, Community Mobilization Committee, London  
Community Foundation

**RE: The Importance of Back to the River (BTTR) to our community**

London Community Foundation wishes to thank the City for their continued partnership and support of Back to the River. The intent of this letter is to reaffirm our commitment to this partnership as well as to share in detail why we believe Back to the River is critical to our city's culture, economy and social fabric.

The City of London, Upper Thames Conservation Authority, and London Community Foundation began this journey together four years ago. Our shared vision was of a unique opportunity for citizens and the City to undertake this exciting revitalization together – a project that has the potential to continue to transform our downtown core, strengthen our sense of belonging and civic pride, and create opportunities for economic impact and environmental stewardship. We believe in this project because of its ability to impact all Londoners and to move us closer to *what London can be*, the central focus of our 2018 Vital Signs report, which can be found here: <https://www.londonvitalsigns.ca/>

**This is a project for *all* Londoners**

At its core, Back to the River has always been about creating an accessible, inclusive community space for *everyone* to enjoy. This is not about one group, one neighbourhood or one project feature: it's about all of us.

Back to the River will ensure our community has a space where families can enjoy free, family friendly activities. While not every family can afford to participate in higher priced, ticketed experiences or attractions, everyone is welcome at the Forks of the Thames. The river, the splash pads, the ducks and wildlife, social gatherings, festivals and events are experiences for all Londoners to enjoy, equally.



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## Housing & Quality of Life

In 2015, 45.6% of London renters spent more than 30% of their income on rent. Furthermore, in 2017, the rental vacancy rate in London was just 1.8%, a drop from the already low 2.1% in 2016. A core component of this project addresses one of our community's most urgent needs – accessibility and affordability of housing.

Like the City of London, London Community Foundation and our donors care deeply about the quality of life for our most vulnerable. LCF is proud to grant millions of dollars annually toward important community issues and this particular issue could not be more pressing, both in terms of actual housing stock and also in the vital sense of belonging and community that comes with having a stable home. Back to the River will create more opportunities for affordable housing in places where Londoners want to live.

Further, the key to a successful downtown is to have a mix of economic, cultural and residential opportunities. With over 2,500 new homes approved in downtown London in at least 8 new residential developments, and 600+ units already under construction, the City knows this well and is continuously acting to ensure the vibrancy and livability of our downtown. We want to help. The river and the Forks of the Thames will be the backyard and neighbourhood park of these individuals and families, and contribute significantly to their quality of life and retention in our downtown.

## Economic Impact

Through extensive research we have discovered that river revitalizations have the power to breathe new life into communities. The direct and indirect economic impact they bring is tremendous as they facilitate the creation of spaces where talented people want to come, stay and build a life. This helps ensure that small businesses and large employers thrive. We also want to help create a space that attracts visitors (locally and from afar) through conferences, major music and sporting events. Back to the River is about supporting the efforts of the City, Tourism London, London Convention Centre, Downtown London and others to bring more investment to our community. It's about continuing the momentum of downtown revitalization, a vision shared by the City and private partners that has brought us community, cultural and tourism gems like Budweiser Gardens, Covent Garden Market, Fanshawe College and Dundas Place.



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## Environmental Stewardship

Back to the River is about caring about the environment, the health of our community and our river's role in that. It's about recognizing the river's important role in our community as a heritage river and about honouring our history and the important connection of the river to local Indigenous Peoples. Back to the River will provide opportunities to create awareness and educate Londoners about the history of our river and its ecosystems while providing more inclusive (free) opportunities for Londoners of all ages to enjoy this beautiful natural asset.

We are proud and grateful to have had a partnership with the Upper Thames River Conservation Authority from the very beginning of this project. It is a testament to our commitment to environmental sustainability and stewardship.

## Moving closer to *what London can be*

The possibilities for river revitalization extend far beyond the Forks of the Thames. This is a project with a long-term vision that will stretch north, west, and south throughout the river corridor. Created out of a desire to lead transformational projects that make bold strokes for change, Back to the River has the potential to move our city closer to *what London can be*. We believe in a community that is inclusive, green, full of opportunity and growth, and most importantly, ensures that our most vulnerable are taken care of and included in everything this great city has to offer.

This is a project about our local environment, economy and quality of life, and about the overall livability, growth and business success of our community. This is also a project about the power of the City's partnerships with local organizations, and future opportunities to work with private citizens who want to invest their own dollars in shared, affordable and attractive public spaces for all Londoners.

Over the past four years and even more recently, citizens from all walks of life have demonstrated the importance of this project to our community. From families, to entrepreneurs, businesses, environmentalists, neighbourhood associations, ethnocultural groups and our Indigenous communities, the message is clear – Back to the River will benefit our community on many levels.

We sincerely value our partnership with the City of London and Upper Thames River Conservation Authority. We trust that the City believes in the vision of this project and *what London can be*. We look forward to continuing our journey together.



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Respectfully submitted,

Martha Powell, President & CEO

Fred Galloway, Chair BTTR,  
Community Mobilization Committee

Greg Playford, Board Chair

May 10, 2019

London Advisory Committee on Heritage (LACH)  
London City Hall  
300 Dufferin Avenue  
London, ON

**ATTENTION: H. Lysynsk – Committee Secretary**

Dear Sirs:

**RE: REQUEST FOR DEMOLITION – 123 QUEENS AVE. LONDON, ON**

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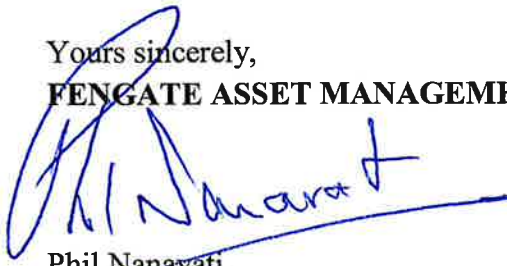
We have been informed that the owner of 123 Queens Avenue, London, ON, has submitted a request to demolish said building.

As owners of the adjoining building at 450 Talbot Street, London, ON, we have in the past requested that the prior owner demolish 123 Queens Avenue as it is an eyesore but more importantly has been a security issue for us. Individuals in the past have used the vacant building to access our roof which represents a security and safety concern to us and our Tenant.

Please accept this as our strong request that the demolition of 123 Queens Avenue be approved.

Yours sincerely,

**FENGATE ASSET MANAGEMENT**



Phil Nanavati

VP Leasing & Property Management

/lh

Cc: Arielle Kayabaga  
Ward Councillor





# Planning and Environment Committee

## Report

The 9th Meeting of the Planning and Environment Committee  
May 13, 2019

PRESENT: Councillors A. Hopkins (Chair), J. Helmer, P. Squire  
ABSENT: M. Cassidy, S. Turner, Mayor E. Holder  
ALSO PRESENT: J. Adema, I. Abushehada, G. Bailey, G. Barrett, G. Dales, B. Debbert, M. Feldberg, J.M. Fleming, K. Gowan, S. King, P. Kokkoros, G. Kotsifas, H. McNeely, L. Mottram, B. O'Hagan, N. Pasato, M. Pease, L. Pompilii, V. Santos, C. Saunders, S. Spring, M. Sundercock, M. Tomazincic 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 2.7, inclusive, BE APPROVED.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

#### 2.1 4th Report of the Trees and Forests Advisory Committee

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

That the following actions be taken with respect to the 4th Report of the Trees and Forests Advisory Committee, from its meeting held on April 24, 2019:

a) A. Valastro BE INVITED to attend a future meeting of the Trees and Forests Advisory Committee, to provide detailed information on her concerns, concurrent with the Civic Administration reporting back with respect to the following:

- i) a request to address the definition of "hazardous trees";
- ii) a review of the current Tree Protection By-law;
- iii) the protection of young trees;
- iv) trees being used as dens by animals; and,
- iv) the requirement for property owners to replace trees that are removed from their property;

it being noted that the Trees and Forests Advisory Committee heard a verbal presentation from A. Valastro, with respect to the above-noted matters;

b) clauses 1.1, 3.1 to 3.4, inclusive, 5.1 to 5.4, inclusive, BE RECEIVED for information.

**Motion Passed**

2.2 Application - 1602 Sunningdale Road West - 3 Year Extension of Draft Plan of Subdivision 39T-11503

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

That, on the recommendation of the Director, Development Services, based on the the request by Foxwood Developments (London) Inc., for the property located at 1602 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 Foxwood Developments (London) Inc. (File No. 39T-11503), prepared by Stantec Consulting Inc., certified David Bianchi, OLS (dated November 8, 2011), as redline revised which shows 18 low density residential blocks, six (6) medium density residential blocks, one (1) high density residential block, two (2) school blocks, two (2) park blocks, road widening blocks and various reserve blocks served by 14 new streets and the extension of Dyer Drive SUBJECT TO the conditions contained in Schedule "39T-11503 appended to the staff report dated May 13, 2019. (2019-D12)

**Motion Passed**

2.3 Application - 177 Edgevalley Road - Removal of Holding Provisions (H-9045)

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

That, on the recommendation of the Director, Development Services, based on the application by Drewlo Holdings Inc., relating to the property located at 177 Edgevalley Road, the proposed by-law appended to the staff report dated May 13, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 21, 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 R5/Residential R6 (h\*h-54\*R5-7/R6-5) Zone TO a Residential R5/Residential R6 (R5-7/R6-5) Zone to remove the "h" and "h-54" holding provisions. (2019-D09)

**Motion Passed**

2.4 City Services Reserve Fund Claimable Works - Riverbend South Subdivision Phase 1

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

That, on the recommendation of the Director, Development Finance, the following actions be taken with respect to the subdivision agreement between The Corporation of the City of London and Sifton Properties Limited, for the construction of City Services Reserve Fund claimable works, relating to the Riverbend South Subdivision Phase 1:

a) the revised Special Provisions contained in the Subdivision Agreement for the construction of City Services Reserve Fund claimable works relating to the Riverbend South Phase 1 Subdivision (33M-711 /

39T-14505) outlined in Section 2.0 of the staff report dated May 13, 2019, BE APPROVED; and,

b) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated May 13, 2019 as Appendix "A". (2019-F01)

**Motion Passed**

## 2.5 ReThink Zoning Terms of Reference

Moved by: P. Squire

Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, the ReThink Zoning Terms of Reference appended to the staff report dated May 13, 2019 BE APPROVED; it being noted that the ReThink Zoning Terms of Reference is the process to prepare a new zoning by-law to replace the existing Zoning By-law No. Z.-1. (2019-D14)

**Motion Passed**

## 2.6 Community Improvement Plans - New Measures and Indicators of Success

Moved by: P. Squire

Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, the staff report dated May 13, 2019, entitled "Community Improvement Plans - New Measures and Indicators of Success" BE RECEIVED for information; it being noted that these measures will be circulated for feedback and modified as necessary within a future report to Municipal Council to include the measures within the relevant Community Improvement Plans. (2019-D19)

**Motion Passed**

## 2.7 Building Division Monthly Report for March 2019

Moved by: P. Squire

Seconded by: J. Helmer

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

**Motion Passed**

## 3. Scheduled Items

### 3.1 Delegation - S. Ratz, Chair and A. Tipping, Vice-Chair, Advisory Committee on the Environment - 5th Report of the Advisory Committee on the Environment

Moved by: P. Squire

Seconded by: J. Helmer

That, the following actions be taken with respect to the 5th Report of the Advisory Committee in the Environment from its meeting held on May 1, 2019:

a) clause 5.1 BE RECEIVED for information; it being noted that clause 5.1 reads as follows:

"the Civic Administration BE REQUESTED to report back at a future meeting of the Advisory Committee on the Environment (ACE) with respect to the feasibility of adapting the Dark Sky Communities Guidelines in smaller communities within the City of London as per the International Dark Sky Communities Guidelines; it being noted that the ACE suggested the communities of Brockley-Shaver, Glanworth and/or Lambeth as pilot communities for this project;"

b) the Civic Administration BE REQUESTED to report back at a future meeting the Advisory Committee on the Environment with respect to the feasibility of making the new park on South Street "off-grid" in terms of energy usage;

c) the following actions be taken with respect to the Advisory Committee on the Environment (ACE) Work Plans:

i) the revised attached 2018 ACE Work Plan BE FORWARDED to the Municipal Council for their information; and,

ii) the 2019 ACE Work Plan BE DEFERRED to the new term of the ACE, starting on June 1, 2019;

d) clause 6.1 BE RECEIVED for information; it being noted that clause 6.1 reads as follows:

"the Civic Administration BE REQUESTED to report back at a future meeting the Advisory Committee on the Environment with respect to the feasibility of making the new park on South Street "off-grid" in terms of energy usage:

i) demonstrate the commitment of the city of London to address the Climate Emergency by creating a Sustainability Office, independent of all existing departments, that reports directly to Council; it being noted that this office should be given the power to independently investigate matters of interest, make observations, issue reports, and act as a point of contact for receiving public concerns involving the environment and the City of London;

ii) ensure that the above-noted Sustainability Office is run by an individual with a mandate that exceeds the terms for Municipal Council by no less than one year and who can only be removed from their position in exceptional circumstances which are enumerated as part of their contract of employment with the City of London;

iii) accept the use and validity of the Precautionary Principle as it relates to the environment and its protection through by-laws, regulations and city policies; and,

iv) request that the Civic Administration review existing policies, including but not limited to the Procurement Policy, for opportunities to apply the Precautionary Principle to strive to protect the environment through its application; it being noted that the Advisory Committee on the Environment wishes to be circulated on any reports related to this matter;

e) the delegation request from R. McNeil, with respect to the Proposed Maple Leaf Food Plant, BE APPROVED for a future meeting of the Advisory Committee on the Environment (ACE); it being noted that Mr. McNeil will be requested to provide a submission for inclusion on the ACE agenda, when the delegation takes place; and,

f) clauses 1.1, 3.1 to 3.6, inclusive, 5.3 and 5.4, BE RECEIVED for information.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

### 3.2 Public Participation Meeting - Application - 1081 Riverside Drive (Z-9017)

Moved by: P. Squire

Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by Hajar Properties Inc., relating to the property located at 1081 Riverside Drive, the proposed by-law appended to the staff report dated May 13, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 21, 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 Private Road Residential R6 (PR\*R6-1) Zone TO a Residential R3 Special Provision (R3-2( )) Zone;

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, and will serve to implement the policies of the Provincial Policy Statement, 2014 which encourage infill and intensification and the provision of a range of housing types, and efficient use of existing infrastructure;
- the proposed residential uses and scale of development are consistent with the Neighbourhoods Place Type policies of the London Plan;
- the recommended amendment is consistent with the policies of the Low Density Residential designation and will implement an appropriate infill development in accordance with the residential intensification and broader Official Plan policies; and,
- the subject lands are of a suitable size and shape to accommodate the development proposed, and provide for a sensitive and compatible development within the surrounding neighbourhood. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

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

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

**3.3 Public Participation Meeting - Summerside Subdivision - 2910 and 3229 Turner Crescent (Phase 12B) - Request for Revisions to Draft Plan of Subdivision 39T-07508 (Z-9021)**

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Greengate Village Limited, relating to the lands located at 2910 to 3229 Turner Crescent (also known as Lots 1 - 38 and Blocks 97 - 108 within the Summerside Draft Plan of Subdivision – Phase 12B):

- a) the proposed by-law appended to the staff report dated May 13, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 21, 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 Residential R4 Special Provision (R4-5(2)) Zone TO:
  - i) a Residential R1/R4 Special Provision (R1-3(12)/R4-5(2)) Zone to permit single detached lots with a minimum lot frontage of 10 metres and minimum lot area of 300 square metres, and street townhouse dwellings;
  - ii) a Residential R4 Special Provision (R4-5(\*)) Zone to permit street townhouse dwellings with a special provision for a lot frontage of 6.7 metres minimum, a front yard depth to garage of 5.5 metres minimum, exterior side yard depth to main building of 3.0 metres minimum, interior side yard depth of 1.5 metres minimum, lot coverage of 45% maximum, east and west side yard depths to main building of 3.0 metres minimum, and a provision that the exterior side yard depth to main building shall apply to all adjacent street classifications;
  - iii) a Residential R4 Special Provision (R4-5(\*\*)) Zone to permit street townhouse dwellings with a special provision for a lot frontage of 7.0 metres minimum, front yard depth to garage of 5.5 metres minimum, exterior side yard depth to main building of 3.0 metres minimum, interior side yard depth of 1.5 metres minimum, lot coverage of 45% maximum, and a provision that the exterior side yard depth to main building shall apply to all adjacent street classifications;
- b) the Approval Authority BE ADVISED that the Municipal Council supports the proposed red-line revisions to the draft-approved plan of subdivision as submitted by Greengate Village Limited, prepared by Stantec Consulting Ltd. (Drawing No. 1, Project No. 161413742 dated January 18, 2019), which shows 62 single detached residential lots and six (6) street townhouse blocks on the extension of Turner Crescent, SUBJECT TO the conditions contained in Appendix 'A-2' appended to the staff report dated May 13, 2019; and,
- c) the Approval Authority BE ADVISED that issues were raised at the public meeting with respect to the proposed red-line revisions to the draft plan of subdivision for Summerside (Phase 12B), as submitted by

Greengate Village Limited relating to the applicant's request to amend the lot frontage on Blocks 63 and 66 from 6.7 metres to 6.4 metres;

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 zoning amendments and revisions to draft plan of subdivision are considered appropriate and consistent with the Provincial Policy Statement;
- the recommended zoning amendments and revisions to draft plan of subdivision conform with The London Plan and the 1989 Official Plan; and,
- the zoning and red-line revisions as proposed are compatible and in keeping with the character of the existing neighbourhood. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: P. Squire

Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.4 Public Participation Meeting - Application - 462, 468, 470 and 472 Springbank Drive (OZ-8995)

Moved by: P. Squire

Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Atlas Springbank Developments Ltd., relating to the properties located at 462, 468, 470, 472 Springbank Drive:

a) the proposed by-law appended to the staff report dated May 13, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 21, 2019 to amend the Official Plan to change the designation of the subject lands FROM an Office Area designation TO a Multi-Family, High Density Residential designation;

b) the proposed by-law appended to the staff report dated May 13, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 21, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, as amended in part a) above), to change the zoning of the subject property FROM a Holding Office Special Provision (h-11\*OF5(4)) Zone TO a Holding Residential R9 Bonus Zone (h-11\*R9-7\*B( ) Zone;

it being noted that the Bonus Zone shall be implemented through one or more agreements to provide for an apartment building with a maximum height of 9-storeys and 186 dwelling units which substantively implements the Site Plan and Elevations appended to the staff report dated May 13, 2019 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

i) Exceptional Building Design

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

- A) an "L" shaped building located along the Springbank Drive frontage next to the internal driveway providing a well-defined built edge and activating both the Street and driveway frontages;
- B) a well-defined principle entrance at the northwest corner of the building;
- C) ground floor commercial/retail units along the Springbank Drive frontage oriented toward the street;
- D) a significant setback above the sixth floor;
- E) individual terraces for the ground floor units facing the internal driveway;
- F) a variety of building materials and building articulation to break up the massing of the building;
- G) all parking located underground or in the rear yard away Springbank Drive frontage; and,
- H) a purpose-designed amenity space and walkway within the internal portion of the site;

ii) Provision of Affordable Housing

10% of the total unit count (rounded up to the nearest unit), above the 150 unit per hectare threshold, to a maximum of 8 units, shall be allocated for affordable housing units (1 bedroom units) established by agreement at 95% of average market rent for a period of 25 years. An agreement shall be entered into with the Corporation of the City of London, to secure those units for this 25 year term;

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



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

- the recommended amendment is consistent with the Provincial Policy Statement 2014;
- the recommended amendment is consistent with the City of London Official Plan policies and Urban Corridor Place Type policies of the London Plan;
- the recommended amendment facilitates the development of an underutilized property and encourages an appropriate form of development;
- the bonusing of the subject site ensures the building form and design will fit within the surrounding area while providing a high quality design standard;
- the subject lands are located in a location where intensification can be accommodated given the existing municipal infrastructure, location on and near arterial roads, close proximity to the Springbank Park trail system, and existing transit services in the area; and,
- the proposed development includes the provision of affordable housing which will be mixed throughout the development. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: J. Helmer

Seconded by: P. Squire

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.5 Public Participation Meeting - Application - 4680 Wellington Road South (TZ-9027)

Moved by: J. Helmer

Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by 761030 Ontario Limited, relating to the property located at 4680 Wellington Road South, the proposed by-law appended to the staff report dated May 13, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 21,

2019 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-74) Zone for a period not exceeding three (3) years;

it being noted that no individuals spoke at the public participation meeting associated with this matter;

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

- the recommended amendment is consistent with Sections 1 and 2 of the Provincial Policy Statement 2014 which directs Planning Authorities to manage and direct land use efficiently and protect natural and cultural heritage resources;
- the recommended amendment conforms to the policies of The London Plan and the Urban Reserve – Industrial Growth and Open Space designation policies 1989 Official Plan; and,
- the recommended temporary use is not intended to continue on a permanent basis. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: P. Squire

Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.6 Public Participation Meeting - Demolition Request for Heritage Designated Property - 123 Queens Avenue

Moved by: J. Helmer

Seconded by: P. Squire

That the request to demolish the heritage designated property located at 123 Queens Avenue BE REFERRED to a future meeting of the Planning and Environment Committee to allow for a structural assessment of the building to be undertaken;

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

- the attached communication dated May 7, 2019, from R. Stranges, Vice-President, VanBoxmeer & Stranges Ltd.; and,
- the attached communication dated May 10, 2019, from P. Nanavati, Vice-President, Leasing & Property Management, FENGATE;

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-P10D/R01)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

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

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

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

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.7 Public Participation Meeting - Demolition Request for Heritage Listed Property - 3303 Westdel Bourne

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

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, relating to the request for the designation of the heritage listed property at 3303 Westdel Bourne, that the following actions be taken:

- a) notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act*, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property located at 3303 Westdel Bourne to be of cultural heritage value or interest for the attached reasons; and,
- b) should no appeal be received to the notice of intent to designate, a by-law to designate the property located at 3303 Westdel Bourne to be of cultural heritage value or interest for the reasons outlined in the staff report dated May 13, 2019 as Appendix F BE INTRODUCED at a future

meeting of Municipal Council immediately following the end of the appeal period;

it being noted that should an appeal to the notice of intent to designate be received, the City Clerk will refer the appeal to the Conservation Review Board;

it being further noted that the Planning and Environment Committee reviewed and received two Site Review Reports from centric Engineering relating to this property (attached);

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-P10D/R01)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: J. Helmer

Seconded by: P. Squire

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: P. Squire

Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.8 Public Participation Meeting - Application - 3557 Colonel Talbot Road (Z-9003)

Moved by: P. Squire

Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 1423197 Ontario Inc. (Royal Premier Homes), relating to the property located at 3557 Colonel Talbot Road:

a) the comments received from the public during the public engagement process appended to the staff report dated May 13, 2019 as Appendix "A", BE RECEIVED for information; and,

b) the Civic Administration BE DIRECTED to make the necessary arrangements to hold a future public participation meeting regarding the above-noted application in accordance with the *Planning Act*, R.S.O 1990, c.P. 13;

it being noted that staff will continue to process the application and will consider the public, agency, and other feedback received during the review of the subject application as part of the staff evaluation to be presented at a future public participation meeting;

it being further noted that the Planning and Environment Committee reviewed and received the attached communication dated May 13, 2019, from I. Campbell, 3637 Colonel Talbot Road;

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)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: P. Squire

Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.9 Public Participation Meeting - 2096 Wonderland Road North (Z-9010)

Moved by: J. Helmer

Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Invest Group Ltd., relating to the property located at 2096 Wonderland Road North, the proposed by-law appended to the staff report dated May 13, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 21, 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 Residential R1 (R1-16) Zone TO a Residential R5 Special Provision (R5-6(\_)) Zone;

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 2014 Provincial Policy Statement (PPS) which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents present and future;
- the recommended amendment conforms to The London Plan which contemplates townhouses and converted dwellings as a primary permitted use, and a minimum height of 2-storeys and maximum height of 4-storeys within the Neighbourhoods Place Type where the property has frontage on an Urban Thoroughfare. The subject lands represent an appropriate location for residential intensification, along a higher-order street at the periphery of an existing neighbourhood, and the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. The recommended amendment would help to achieve the vision of neighbourhoods providing a range of housing choice and mix of uses to accommodate a diverse population of various ages and abilities; and,
- the recommended amendment conforms to the 1989 Official Plan and would implement the residential intensification policies of the Multi-family, Medium Density Residential designation that contemplate residential intensification in the form of cluster townhouse dwellings at a density up to 75 uph. The recommended amendment would permit development at an intensity that is less than the upper range of the maximum density for residential intensification within the Multi-family, Medium Density Residential designation to ensure the form of development is appropriate for the site and the surrounding neighbourhood. The recommended amendment would help to achieve the goal of providing housing options and opportunities for all people. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

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

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

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

Motion to grant Mr. Kirkness an extension to his presentation.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

3.10 Public Participation Meeting - Public Site Plan Meeting - 112 St. James Street SPA18-140

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by St. James Development Corp. relating to the property located at 112 St. James Street:

- a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to permit the construction of a 112 unit apartment building:
  - i) waste collection and storage to be enclosed entirely within the main building;
  - ii) the volume of traffic, cut-through traffic and congestion;
  - iii) future intensification development proposals for the Grosvenor lands; and,
  - iv) the risk of personal injury; and,
- b) the Approval Authority BE ADVISED that the Municipal Council supports issuing the Site Plan Application, SUBJECT TO the following:
  - i) a masonry enclosure for the temporary storage of external garbage be provided; and,
  - ii) the installation of a four way stop at the intersection of St. James Street and Talbot Street;

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 proposed Site Plan is consistent with the Provincial Policy Statement, which directs development to designated growth areas and that development be adjacent to existing development;

- the proposed Site Plan conforms to the policies of the Neighbourhoods Place Type and all other applicable policies of The London Plan;
- the proposed Site Plan is in conformity with the policies of the Medium Density Residential designation of the Official Plan (1989) and will implement an appropriate form of residential intensification for the site;
- the proposed Site Plan conforms to the regulations of the Z.-1 Zoning By-law; and,
- the proposed Site Plan meets the requirements of the Site Plan Control By-law. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Additional Votes:

Moved by: P. Squire

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: P. Squire

Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

Moved by: P. Squire

Seconded by: J. Helmer

Motion to allow Mr. Owen an extension of time.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**



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

Motion to approve the following:

"the Site Plan Approval Authority BE REQUESTED to consider the following with respect to this application:

- a) a masonry enclosure for the temporary storage of external garbage; and,
- b) the installation of a four-way stop at the intersection of St. James Street and Talbot Street."

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

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

None.

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

- 5.1 (ADDED) D. Dudek, Chair, London Advisory Committee on Heritage - 6th Report of the London Advisory Committee on Heritage

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

That the following actions be taken with respect to the 6th Report of the London Advisory Committee on Heritage, from its meeting held on May 8, 2019:

- a) J.M. Fleming, Managing Director, Planning and City Planner and L. Davies Snyder, Planner II, Urban Regeneration BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the Draft Lambeth Area Community Improvement Plan, as appended to the LACH public agenda, as it relates to heritage matters;
- b) the following actions be taken with respect to the Stewardship Sub-Committee Report from its meeting held on April 24, 2019:
  - i) the property located at 700 Oxford Street East BE ADDED to the Register (Inventory of Heritage Resources); and,
  - ii) the remainder of the above-noted report BE RECEIVED;
- c) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the request for the demolition of a heritage designated property located at 123 Queens Avenue within the Downtown Heritage Conservation District:
  - i) the demolition request BE REFUSED; and,
  - ii) the Chief Building Official BE ADVISED of Municipal Council's intention in this matter;

it being noted that the presentations appended to the 6th Report of the London Advisory Committee on Heritage Report from K. Gowan, Heritage Planner and M. Rivard, Stantec Consulting, as well as a communication dated May 7, 2019 from R. Stranges, VanBoxmeer & Stranges Engineering Ltd., were received with respect to this matter;

d) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the request for the demolition of the heritage listed property located at 3303 Westdel Bourne:

i) notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act*, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in the Statement of Cultural Heritage Value or Interest appended to the 6th Report of the London Advisory Committee on Heritage; and,

ii) should no appeal be received to the above-noted notice of intent to designate, a by-law to designate the property located at 3303 Westdel Bourne to be of cultural heritage value or interest BE INTRODUCED at a future meeting of the Municipal Council immediately following the end of the appeal period;

it being noted that should an appeal to the notice of intent to designate be received, the City Clerk will refer the appeal to the Conservation Review Board;

it being further noted that the presentation appended to the 6th Report of the London Advisory Committee on Heritage Report from K. Gowan, Heritage Planner, with respect to this matter, was received;

e) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* to permit the existing signage at 371 Dufferin Avenue in the West Woodfield Heritage Conservation District BE PERMITTED with the term and condition that internal illuminations be prohibited; it being noted that the presentation appended to the 6th Report of the London Advisory Committee on Heritage Report from K. Gowan, Heritage Planner, with respect to this matter, was received; and,

f) clauses 1.1, 3.1 to 3.5, inclusive, 3.7, 5.4 and 6.1, BE RECEIVED for information.

Yeas: (3): A. Hopkins, J. Helmer, and P. Squire

Absent: (3): M. Cassidy, S. Turner, and E. Holder

**Motion Passed (3 to 0)**

## **6. Adjournment**

The meeting adjourned at 8:45 PM

**ADVISORY COMMITTEE ON THE ENVIRONMENT - 2018 WORK PLAN**

*(updated June 26, 2018 by Susan Ratz)*

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><b><u>Waste</u></b></p> <p><b>Managing organic waste</b></p> <p>1. Review &amp; prioritize leading edge waste management systems that focus on waste as a resource technology (Biogas, Anaerobic Digester facility, landfill gas recovery i.e. Edmonton Waste Management Centre of Excellence)</p> <p>2. Follow the progress of City regarding development of a Resource Recovery Centre for London (invite staff members speak to ACE)</p> <p>3. Review the new Ontario Acts and legislation and how they will affect the City's direction and invite expert to speak on Provincial new policies.</p> <p>4. Continue research into organic waste diversion. Examine other cities' highly successful Green Bin programs (ie. Toronto, Halton) Invite a representative from successful Green Bin program to speak to ACE.</p> <p><b>Resource Recovery</b></p> <p>5. Monitor &amp; review on-going resource recovery initiatives.</p> <p><b>Landfill Expansion</b></p> <p>6. Monitor &amp; review on-going landfill expansion.</p>	<p>Waste Sub-Committee with Janice Howell as Sub-Cmte Chair coordinating</p>	<p>On-going</p>	<p>tbd</p>		<p>Building a Sustainable City 1-Robust Infrastructure D-Increase efforts resource recovery/ long-term disposal capacity/ reducing community impacts (p. 11 #1D)</p> <p>Building a Sustainable City 3-Strong and Healthy Environment D-Support resident/community driven initiatives... (p.12 #3D)</p> <p>Growing Our Economy 3-Local, Regional and Global Innovation B-Lead development of new ways to resource/energy recovery... (p. 17B)</p> <p>Leading in Public Service 3-Proactive Financial Management A – Well planned finances/limit burden on current and future rate payers. (p.21 #3A)</p>	<p>Received an excellent presentation and participated in an interactive discussion from Barry Orr, Sewer Outreach and Control Inspector – March 7, 2018</p> <p>Subsequent motion regarding the “Toilets Are Not Garbage Cans” stickers made at June 6, 2018 meeting.</p> <p>Received a presentation from Claudia Marsales, Senior Manager, Waste Management Services, City of Markham regarding Waste Management Options on June 6, 2018.</p>

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><b><u>ACE Sub-Committee Communication Support / General</u></b></p> <p>7. From Joint Education &amp; Outreach meetings with other advisory committee representatives in 2016 provide recommendations for Advisory Committee reception, and clarify common issues that were raised in the meetings.</p> <p>8. Continue to communicate and liase with other advisory committees as appropriate.</p> <p>9. Investigate opportunities to recognize and involve indigenous communities in ACE activities.</p>	<p>Susan Ratz</p> <p>Susan Ratz/ Chair</p> <p>Mary Ann</p>	<p>March / April 2018</p> <p>As appropriate</p> <p>tbd</p>	<p>\$0</p> <p>Up to \$200</p>		<p>Leading in Public Service 4-Collaborative, engaged leadership. A-Continue to build strong working relationships between City Council, Civic Administration, the City's agencies, boards and commissions, and community partners. (p.22 #4A)</p>	<ul style="list-style-type: none"> <li>Arrange for a speaker to present at an ACE meeting or an ACE hosted event at a time outside of regular ACE meetings, with a focus on Indigenous &amp; environmental concerns.</li> </ul>
<p><b><u>Natural Environment</u></b></p> <p>10.Urban Agriculture – Monitor progress as per Urban Agriculture Strategic Plan</p> <p>11.Pollinator Sanctuary Status &amp; Related Issues</p>	<p>Natural Environment Sub-Committee</p>	<p>On-going</p> <p>tbd</p>	<p>\$0</p>		<p>Building a Sustainable City 3-Strong and Healthy Environment</p>	<ul style="list-style-type: none"> <li>ACE member Diane Szoller to represent ACE on Urban Agriculture Steering Committee. (as per January 2018 ACE meeting)</li> <li>Presentation from Becky Ellis – Bee City Canada, and Gabor Sass – ACE member regarding Pollinator Pathway project in London Ontario, and making London a Bee City on May 2, 2018. Awaiting staff feedback on Bee City initiative.</li> </ul>
<p><b><u>Sustainability Commitment</u></b></p> <p>12. Request updates from Greg Barrett regarding Resiliency Strategic Plan status.</p> <p>13. Support further actions in regards to sustainability &amp; resiliency.</p>	<p>Susan Ratz</p> <p>Sustainability Sub-Committee</p>	<p>March/April 2018</p> <p>As needed</p>	<p>\$0</p>		<p>Building a Sustainable City 3-Strong and Healthy Environment</p>	
<p><b><u>Community Education</u></b></p> <p>14.Support community events directly and indirectly, as possible to increase awareness of environmental issues.</p> <ul style="list-style-type: none"> <li>Partner with London Public Library to organize a series of 3-4 Green Talks</li> </ul>	<p>Susan Ratz</p>	<p>February to November 2018</p>	<p>Maximum of \$800</p>		<p>Strengthening Our Community</p> <p>Building a Sustainable City</p> <p>Growing Our Economy</p>	<ul style="list-style-type: none"> <li>Proposed ideas for 2018 submitted to ACE at February 2018 meeting and were discussed.</li> <li>Green Talks Partnership with London Public Library (Planned Format)</li> </ul>

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<ul style="list-style-type: none"> <li>Organizing partner for the River Summit</li> </ul>			Maximum of \$500		Leading in Public Service  (to adjust based on focus of event)	<ul style="list-style-type: none"> <li>Location Stevenson &amp; Hunt Room at Central Library</li> <li>ACE to provide direction on workshops – such as proposed topics of Food Waste, Toilets are not Garbage Cans, Urban Agriculture, Pollination.</li> <li>ACE would help identify speakers for topics, and provide outreach to Urban Ag Steering Committee and London-Middlesex Food Policy Council.</li> <li>A minimum of one ACE member would be identified to coordinate efforts with the library.</li> <li>ACE would pay speakers directly approx.. \$200 each to a maximum of \$800.</li> <li>ACE would be an organizing partner, along with other organizations. London Environmental Network as lead coordinator.</li> <li>Event would be held mid-October over 2 days.</li> <li>ACE Chair Susan Ratz would act as representative of ACE on the organizing committee.</li> <li>ACE would assist with speaker costs for workshops with an environmental focus to a maximum of \$500. Payments would be made directly to speakers.</li> </ul>
<p><b><u>Renewable Energy</u></b></p> <p>15. Explore possibilities for hydro-electric along Thames River</p> <p>16. Explore solar energy on municipally-owned buildings</p> <p>17. Ensure that co-generation/local electricity generation initiatives do not negatively impact the City of London carbon-dioxide emissions targets and carbon footprint or compromise local air quality</p>	Energy Sub-Committee		\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure... Page 11, item 1B</p> <p>-Strong &amp; healthy environment... Page 12, item 3A thru F, 5B</p>	

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><b><u>Community Energy Action Plan</u></b></p> <p>18. Provide input on 2018 review.</p>	Energy Sub-Committee		\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure... Page 11, item 1B</p> <p>-Strong &amp; healthy environment... Page 12, item 3A thru F, 5B</p>	
<p><b><u>Built Environment</u></b></p> <p>19. Identify key items to review.</p> <p>20. Develop a draft green roof by-law</p>	<p>Built Environment Sub-Committee</p> <p>Diane Szoller</p>		\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure... Page 11, item 1B</p> <p>-Strong &amp; healthy environment... Page 12, item 3A thru F, 5B</p>	<ul style="list-style-type: none"> <li>Received an presentation from M. McKillop, Environmental Services Engineer, related to the City of London's Pollution Prevention and Control Plan (PPCP) – February 7, 2018</li> <li>Received a presentation from Julie Picton-Cooper May 2, 2018 regarding the Blue Communities Project. Awaiting staff feedback on this initiative.</li> </ul>
<p><b><u>Dark Sky Policy</u></b></p> <p>20. Review proposed policy developed by Dark Sky Working Group. <i>(Working group includes members of Animal Welfare, Environmental and Ecological Planning and Environment Advisory Committees.)</i></p>	Susan Hall	Dependent on EEPAC.	\$0		<p>Building a Sustainable City</p> <p>-Strong and healthy environment... Page 12 3D</p> <p>-Beautiful places and spaces 4C</p>	<ul style="list-style-type: none"> <li>Received and reviewed "Green Standards for Light Pollution &amp; Bird-Friendly Development" from EEPAC and individual members provided feedback. March 2018</li> <li>The policy was presented at the Planning and Environment Committee on April 3, 2018 with EEPAC and ACE representation.</li> </ul>
<p><b><u>City Budget</u></b></p> <p>21. Review and provide feedback on budget.</p>	tbd	To be reviewed	\$0		Leading in Public Service	
<p><b><u>Committee Member Education &amp; Development</u></b></p> <p>22. Request staff presentations on issues as appropriate.</p>		On-going / as needed.	\$0		ALL	<ul style="list-style-type: none"> <li>Received a presentation from Jon-Paul McGonigle, Division Manager, Parks and Recreation regarding the Parks and Recreation Master Plan Update on June 6, 2018.</li> <li>Received a presentation from Jay Stanford, Director, Environment, Fleet and Solid Waste – Environmental Programs Annual Overview Update on June 6, 2018.</li> </ul>

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – Application – 1081 Riverside Drive (Z-9017)

- Laverne Kirkness, Kirkness Planning Consultants, on behalf of the applicant – expressing appreciation to staff for their support; hoping that the Planning and Environment Committee will adopt the zoning by-law as it is in front of them; pointing out that the biggest surprise to him in this application was what they have to go through in order to create one dwelling unit in an existing building on a property; going from two units to three units within an existing residential structure on a site that is working very well would be something that a Committee of Adjustment could handle through a minor variance and conditions could be imposed; indicating that they have Hajar Properties wanting to have an additional apartment unit renting for approximately \$700.00 a month or \$8,000 a year and by the time they spend \$7,000 on a zoning application and they pay him, which is a lot less than \$7,000 and they are going to have to pay an Engineer to look at the grading and they are going to have to pay a Surveyor to give you a six by six metre, he is probably going to have \$20,000 to \$25,000 into this property and if you divide that by \$8,000 you will see that it is a few years before anything comes back; telling the Committee the story of economics because The London Plan is all about intensification and infill, so is the Official Plan as a matter of fact, so is the Provincial Policy Statement and they feel that the process that they have to go through to get one unit in an existing dwelling at this location is way over regulation and they would ask that they should look at that, a very simple conversion and not make proponents go through such an ordeal; advising that it is an economic disincentive as well as why bother; believing it may also contribute to more illegal units because why bother, we will just try it and if we get caught we will stop; indicating that Hajar Properties is respecting the system, they want the formal permission and so on but he is saying to the Committee that if they are wanting to intensify an infill to the extent that the policy seemed to encourage them to do so, there should be an easier way.
- Sam Hajar, Hajar Properties – expressing appreciation to staff for their recommendation and as Mr. L. Kirkness, Kirness Planning Consultants, has indicated this has been a long ordeal, it has been expensive, a lot of work and the unit that they are talking about is just six hundred square feet within the existing building and by the time that this is all said and done, it is going to cost a small fortune to get it legalized; thinking the City should create a different process for this kind of application to encourage the property owners to be in compliance and to encourage affordable housing; reiterating his appreciation to staff for their recommendation on this; realizing staff recommended, there is an existing driveway off of Riverside Drive and the City is requesting that he closes it; noting that it has been in existence for over thirty years and is an integral part of the operation to this property due to the high volume of traffic on Riverside Drive and on Hyde Park Road; advising that it becomes very difficult to gain access and to exit the property as well; indicating that with two driveways it would make it a lot easier; stating that the tenants that are there, they rely on this driveway, it is included in their lease and it is going to cause a lot of hardship for him and the tenants and for him to try to get out of the lease obligation that they have a parking spot off of Riverside Drive; stating that he is not creating any more parking, he is just asking to keep what he already has; appealing to the Committee's pragmatic and good judgement to allow him to continue the use of this existing driveway.
- Morris Vanalsten – advising that he lives in the same area that is being considered and his only concern is where the additional parking is going to be; wondering if that is where the parking is for the play field area or is this going to be on the property itself.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – Application – Summerside Subdivision – 2910 to 3229 Turner Crescent (Phase 12B)

- Andrea McCreery, Stantec Consulting, on behalf of the applicant – expressing appreciation to the Planning staff for their continued support and coordination on this file; advising that the subject site is comprised of lands within the Summerside subdivision where it was draft approved in February, 2008; indicating that draft approval was granted to include single detached lots and street fronting townhouse units; stating that Greengate, the applicant, purchased these lands in 2013 and has worked on completing phase 1, this includes finishing a portion of Asima Drive and registering and building the east half of the approved draft plan; indicating that the original design of the approved subdivision was established by the previous land owner; advising that the purpose of the proposed redline revision and Zoning By-law Amendment is to accommodate current market trends and to maintain Greengates builder's product; asking Council to approve this application with one minor revision to staff's recommendation and the requested revision applies to both Blocks 63 and 66 which are highlighted in blue on the screen; stating that shown on the screen is Block 63; pointing out that the existing R4 zoning permits a minimum frontage of 5.5 metres for street fronting freehold townhouse units; indicating that the applicant is proposing a frontage of 6.4 metres on Blocks 63 and 66; noting that the 6.4 metre frontage is shown in the blue hashed line; advising that Planning staff are recommending a frontage of 6.7 metres which is shown in red, approximately only a foot greater than what is being proposed; understanding this recommendation is with regard to servicing but there has been no discussion on how this number has been come to; showing an image of Block 66, which shows a 0.3 metre increase, again in red, with the proposed 6.4 metre frontage in blue; to increase by 0.3 metres from the requested, this will change the building product, a redesign which will increase the cost to build the homes which the home buyers will then have to compensate for; existing towns highlighted in blue, on the east side are the same as the town on the west side; indicating that on the east side of subdivision these towns are fully serviced with no issue and maintain a 6.4 metre frontage; stating that they have now received site plan approval, undergone City Engineering reviews which have been acceptable to this point of the 6.4 metre frontage; the applicant has also successfully serviced and built townhouses with a 6 metre frontage; existing zoning permits a frontage of 5.5 metres; showing Block 50 of the east side; noting this is the site plan approval showing the maintained 6.4 metre frontage; showing Block 53 on the east side which has received site plan approval and also maintains the 6.0 metre frontage with servicing; stating that any minor change in the proposed frontage would require a change in the building product which increases the cost of the townhouses and will be a cost burden to the homeowner; indicating that the applicant wishes to maintain the character of the subdivision and to provide an attainable housing product for homebuyers; requesting Council accept the application as supported and recommended by Planning staff with a minor amendment to staff's recommendation to accept a 6.4 metre frontage on Blocks 63 and 66 consistent with the zoning. (See attached presentation.)



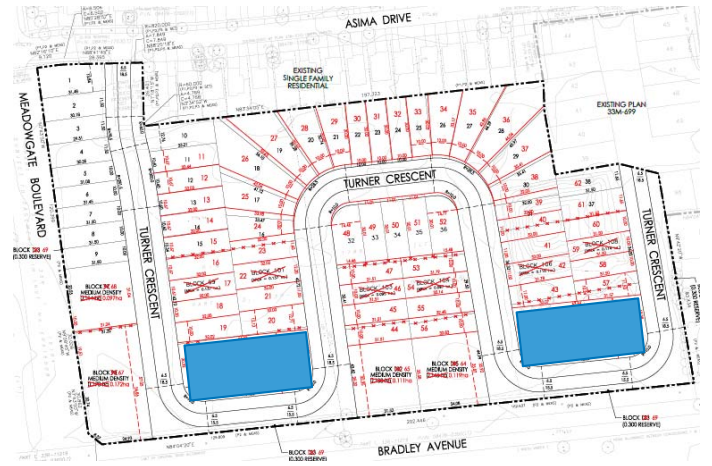
# Draft Plan of Subdivision Summerside Phase 12B

Redline Revision & Zoning By-law Amendment  
(39T-07508/Z-9021)

Greengate Villages Ltd.

Planning & Environment  
Committee

May 13, 2019



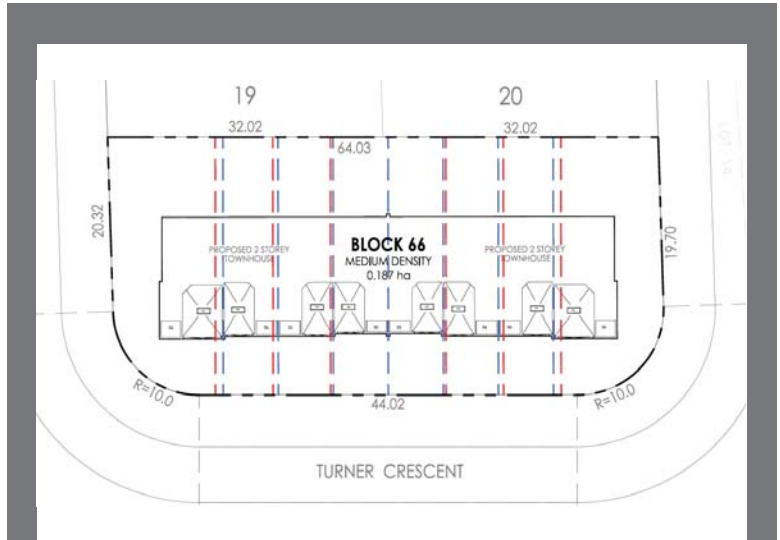
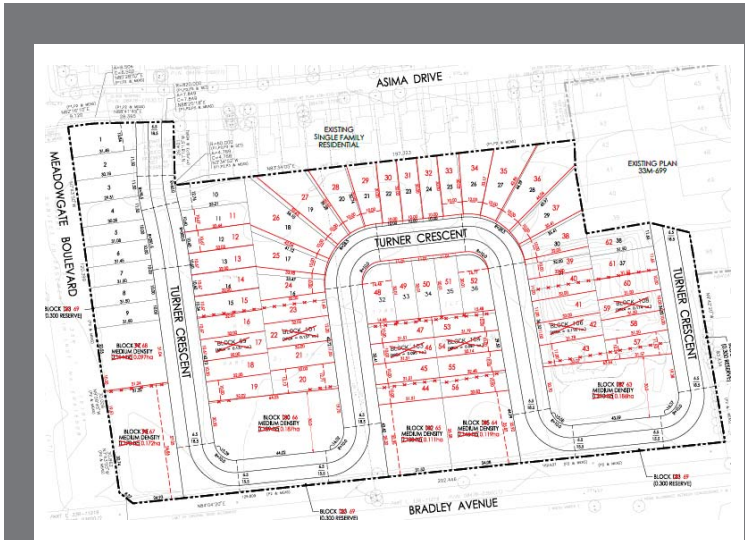
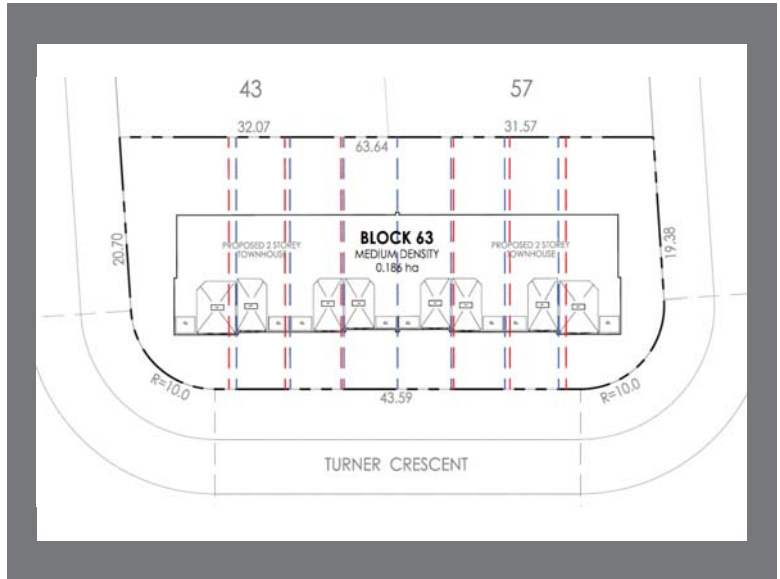
Summerside Phase 12 B

Greengate Villages Ltd.

Redline Revision &  
Zoning By-Law  
Amendment




- Draft Approved in February 2008
- Single detached lots & street fronting townhouse units
- Greengate Village Ltd. purchased lands (2013)
- Phase 1 - Asima Drive, registering & building the east half of draft approved plan





Summerside Phase 12 B  
 Greengate Villages Ltd.  
 Redline Revision &  
 Zoning By-Law  
 Amendment



- Fully serviced with no issue
- Frontage of **6.4m**
- Received Site Plan Approval
- Undergone City Engineering Reviews

Request to accept application as supported and recommended by Planning Staff with the following amendment to Staff's report and draft proposed By-law:

2) Section Number 8.4 of the Residential R4 Zone is amended by adding the following special provisions:

**R4-5(\*) Blocks 63 and 66 (39T-07508)**

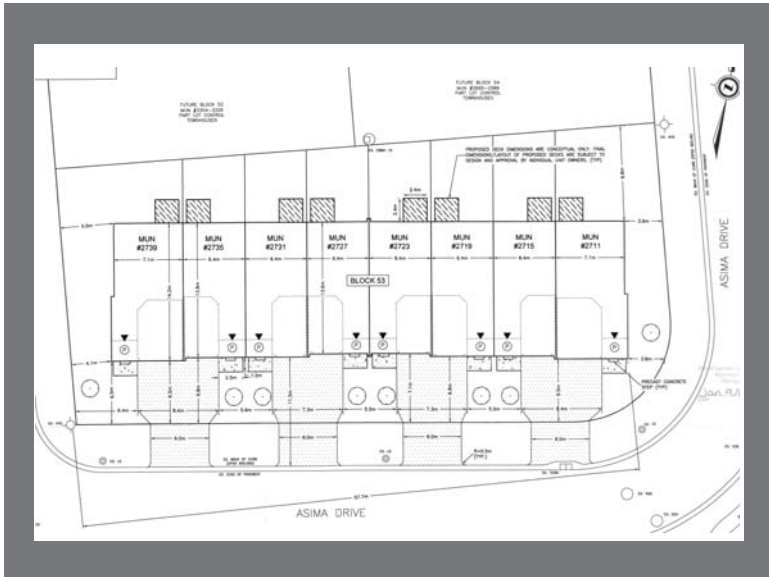
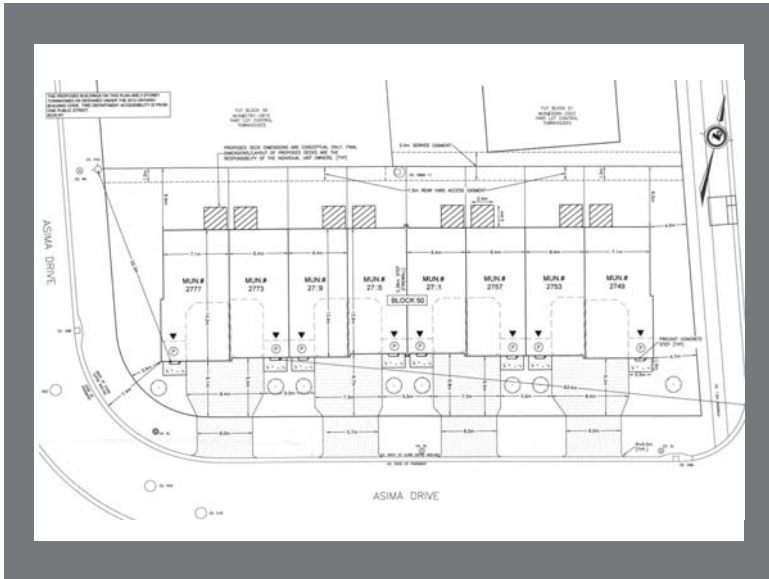
a) Regulations

i) Lot Frontage (minimum) **6.4 metres**

Greengate Villages Ltd.  
 Planning & Environment  
 Committee  
 May 13, 2019



Thank you



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.4 PUBLIC PARTICIPATION MEETING – Application – 462, 268, 470 and 472 Springbank Drive (OZ-8995)

- *(Councillor P. Squire indicating that the affordable housing part interests him; enquiring what is the average market rent that they are talking about for this building because you are saying that it is going to be ninety-five percent of average market rents and he would be interested in knowing how affordable indeed is this building.);* Mr. M. Tomazincic, Manager, Current Planning, asking to defer this question to his colleagues that are up in the gallery from the Housing Corporation; Mr. S. Giustizia, CEO, Housing Development Corporation, responding that the Councillor asked about the affordability of the units in this building, that would have to go to the developer, what they know is the affordability of market rents on new developments so they are making some assumptions based on both the proportionality on one, two and three bedroom units in the building so the bonus would be proportional to the one's, two's and three's; what they know is that right now their average market rent in this area has gone up in the course of the last couple of weeks, they got their new numbers, average market rent is now at \$879.00 he believes and in this area, the average rents right now are in the neighbourhood of \$896.00 and this would be for the southwest region in the Canada Mortgage and Housing Corporation numbers; indicating that they do not have the rents that will be asked of these units because it is subject to when the building is built so they go based on what they know the market is holding, new rentals for this kind of building, if they are talking about a one bedroom would likely be, right now, in the neighbourhood of \$1,300.00 but that is completely up to the development; *(Councillor P. Squire wondering if the applicant is here and if they can tell him what the average market rent of this building would be);* Mr. C. Kulchycki, Zelinka Priamo Ltd, representing Atlas, indicating that unfortunately he does not have the rental information for this development, that is beyond their scope as the planner; apologizing.
- *(Deputy Mayor J. Helmer being clear up that the agreement with the City is going to be that it is at the average market rent for the city and not for the building; wanting to clarify that.);* Mr. S. Giustizia, CEO, Housing Development Corporation, responding that they make average market rent using the CMA, city-wide and they use the Canada Mortgage and Housing Corporation (CMHC) figures so ninety-five percent of what is currently the CMHC average market rent which he believes is \$889.00.
- *(Councillor A. Hopkins confirming that they are talking about a one bedroom apartment unit.);* Mr. S. Giustizia, CEO, Housing Development Corporation, indicating that he used a one bedroom apartment only as an analogue; understanding that this is a building that has a mix of one's, two's and three's and the affordability would be based proportionately in a fair way, based on the structure of the one's, two's and three's in the building; *(Councillor A. Hopkins enquiring about the entrance to the building; noticing that there is an entrance off of Springbank Drive to the west side; she also knows that there is a school behind the building and there is an entrance as well off of Springbank Drive going along; curious to know if the building has access to the school and, if not, how is it going to be defined from the school to the apartment building.);* Mr. M. Tomazincic, Manager, Current Planning, responding that there is no intention to consolidate accesses through the school so the school will have its own and the apartment will have its own as well; through the site plan approval process, they will come up with fencing to demarcate the two land uses.
- Casey Kulchycki, Zelinka Priamo Ltd. – expressing appreciation to staff and to Mr. B. Turcotte, Housing Development Corporation, on helping them through the process and getting to this public meeting tonight; clarifying the last question to staff, along that property line they are proposing to have private terraces for the

townhouse dwellings which will be delineated with a masonry wall is the proposal right now and there will be no access from those terraces out onto the private laneway; relating to the Official Plan portion of this application, this site was previously designated High Density Residential until 2015 when an amendment to change it from High Density Residential to Office Area was approved by Council at the time; stating that the development that was proposed at the time fell through and they are now converting it back to its previous residential designation.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.6 PUBLIC PARTICIPATION MEETING – Demolition Request for Heritage Designated Property – 123 Queens Avenue

- *(Councillor P. Squire wondering what the Heritage Impact Assessment document is.);* Ms. K. Gowan, Heritage Planner, indicating that a Heritage Impact Assessment was submitted by the applicant and they are usually submitted by applicants; it is a study to determine impacts of a proposed development and it can make recommendations to mitigate impacts that result of the proposed development.
- Rick Stranges, Principle, VanBoxmeer & Stranges Structural Engineers, on behalf of the applicant – advising that last week they were asked to do a quick assessment of the structure and provide comments on the condition of the building; due to the timeline they only completed a visual assessment, they did not complete any destructive testing of the concrete or the steel reinforcing; outlining that the initial investigation started with the review of the outside of the structure; noting that their first thoughts were that there is quite a bit of extensive deterioration, delamination of the beams/slabs, there was exposed and corroding rebars and beams that you can see in the centre photo on the left hand side; advising that there were no signs of stirrups that would be required in today's construction of that type of structure; thinking that is shown on photo number four of their report; indicating that once they completed the outside review, they moved toward the inside and they met a representative of Stantec who provided access to the building; pointing out that he was asked if they would mind securing the building and locking it once they completed it and the representative was going to go on their way but when he stood inside the building he saw the condition of the structure and he asked that they remain there with him; advising that the concern was not that he was going to fall over an unbarricaded opening, the concern was literally that if he had fallen through a floor, a concrete floor, that there would be nobody there to help him; pointing out that as they were doing their review they noted that there was quite a bit of deterioration of the slabs and beams on the interior as well, similar to spalling concrete, delamination, concrete that had fall on the slab below and was pilling up and there was an area in the building where he asked the representative from Stantec not to step on that portion of the floor for concern that he could fall through that as well; advising that they found that the areas that were most severely deteriorated were the slabs and beams located in the suspended slab above the basement areas; advising that if you look at photo nine of their report you can see some of the delamination; advising that the floor on the south half of the building was a big concern for them; indicating that there was also an area on the west part of the laneway that literally is a suspended slab supporting that laneway and from underneath you could see some of the photos shown on the screen where they are being shored to prevent collapse of the laneway; knowing that the building has been abandoned since approximately 1995 and in almost twenty-five years the interior of the building has been exposed to water and freeze/thaw cycles, almost without exception interior buildings that are constructed today do not have air entrainment in the concrete; noting that he will not bore you with air-entrainment unless the Committee really wants to know but suffice it to say that there have been no provisions for that; what air-entrainment does, in a nutshell, is it prevents when water freezes in concrete, it allows the freezing concrete that expands to enter a void and reduce the stresses on the concrete; this building has not been designed for that; both the lack of air-entrainment and years of freeze-thaw cycles have been working at deteriorating the concrete and the reinforcing of this building; understanding that the Heritage Conservation District plan report discusses the severe structural instability and although they cannot comment on that right now as they would have to do a complete analysis on the structure, they can state that a majority of the individual structural elements of

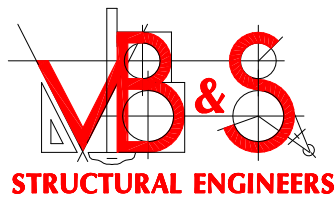
this building are severely compromised with respect to structural integrity; advising that this, to him, is more of a concern than the structural stability at this point should someone enter the building. (See attached presentation.)

- Meaghan Rivard, Stantec - (See attached presentation.)
- Adam Jean, Chief Operating Officer, Harrison Pensa – indicating that they employ approximately sixty lawyers and one hundred staff and they are tenants of 450 Talbot Street, which is adjacent to 123 Queens Avenue; expressing their strong support for the safe and careful removal of the remaining building structure located at 123 Queens Avenue; pointing out that while the location does have historical significance, in its current state it is not representative of our city, past or present and the revitalization of the Downtown core; advising that the building has been uninhabited as mentioned for decades, what remains is a shell with boarded up windows and doors and a decaying concrete exterior and roof; it continues to deteriorate and it is putting it politely to say that it is an eyesore in an area of Downtown that is otherwise being revitalized; the issue is amplified with being in a high traffic area with the Downtown Fanshawe College campus, the parking lot adjacent to that, the heavy traffic that drives along Queens Avenue and pedestrians including those who attend the many events at Budweiser Gardens and the new Dundas Place; believing it should be a safety concern from the City from both a personal property perspective and individual safety perspective; reiterating that the building continues to deteriorate, they have had instances where pieces have fallen off on to the cars in the parking lot in the alley below; from a safety perspective, there is a lot of unlawful activity that happens in the past, inside the building as well as the alley way between 450 Talbot Street and 123 Queens Avenue and that is not just to the public but that is to many trespassers that do arrive on the property and, as was mentioned, once inside anything can happen; indicating that despite the efforts of the previous and current owners to keep people out the barriers blocking entrances to the building are frequently broken into and become a magnet for unlawful behaviour and activity including significant drug and alcohol use; advising that the issues do extend to the alleyway between 123 Queens Avenue and 450 Talbot Street because of the physical barrier that the remaining structure does create, it is common to find used needles and other unsanitary items and significant refuse discarded in and around the building; stating that it is becoming more common to see drug use during regular business hours and their staff and professionals see that out their windows when they look towards 123 Queens Avenue; if there was a willingness to preserve the historical features of this building they believe it should have been done decades ago, the reality is that they believe that the public and the City Councillors have a problem on our hands with this building and in their view, unfortunately, the only practical solution at this time is to remove it safely; believing it is fine and well to say that the building should be restored and preserved but to date no group has come forward willing to make that investment and during that time the building continues to decay while trespassers continue to use it as a safe haven from unlawful activity; advising that in its current state it provides no historical, cultural or economic value and they now have a new owner willing to do something to change the course; believing we should seize this opportunity to remove the building structure safely in favour of a solution that allows some historical preservation at another location and education on the site; advising that it is their view that it is only a matter of time before someone is seriously harmed on this property; indicating that they fully support and commend the efforts of the new owners of 123 Queens Avenue to remove the building so the property can better reflect the Downtown core, remove the safety hazards that exist and be put to a productive use; strongly encouraging those that oversee the process on behalf of the City to do the same.
- Janet Hunten, 253 Huron Street – advising that the building proudly proclaims its construction in the posts and beams, this was once common in Downtown London but as far as she knows this is the last example we have; pointing out that the evidence of neglect is presumably due to neglect of the roof, the roof

leaks, those leaks cause deterioration of the interior; believing it could be rehabilitated as so many others of their older buildings have been in recent years.

- Martha Leach, 1012 Wellington Street – indicating that she is part of the ownership group of this property; reiterating that the ongoing concern daily for people’s safety here; advising that she absolutely loves old buildings, she finds them absolutely the most interesting but in this situation, she did not know at all what they were signing up for and it is absolutely their intention to rebuild something amazing and awesome on this site; believing it is not their highest and best use to have it as a parking lot but they do not have a site plan for that as yet; reiterating that it is their intention to redevelop but they do not have actual drawings.





# VanBoxmeer & Stranges Ltd.

458 Queens Ave  
London, Ontario  
N6B 1X9  
P: (519) 433-4661  
[vbands@vbands.com](mailto:vbands@vbands.com)

4802 Portage Rd, Unit 1  
Niagara Falls, Ontario  
L2A 6E3  
P: (905) 357-2030  
[al@vbands.com](mailto:al@vbands.com)

May 07, 2019  
VB&S #: 19158

JAM Properties  
180 Cheapside Street  
London, Ontario  
N6A 1Z8  
Attn: Mr. Archie Leach

**JAM Properties**  
**Structural Review and Comments**  
**123 Queens Avenue**  
**London, Ontario**

Dear Mr. Leach:

After our discussions with you, we understand our scope to be limited to a visual inspection only of the structure and provide an opinion on its integrity. It must be noted that only a visual review of the building was completed and that destructive testing and “tapping” of the concrete was not completed. It was determined by visual inspection and given the state of the building and that additional testing would not be required.

This letter serves as a summary of our structural review of the building at 123 Queens Avenue. We herewith provide a quick summary of our review of the existing structure.

## **1.1 Building Construction**

The existing reinforced concrete structure is a 3 storey building with basement constructed in the early 1900's. It is reported that the building was completed some time between 1916 and 1922. This building is believed to be one of the first cast in place concrete structures in London. The first being the Harrison-Pensa building located immediately to the west of 123 Queens Ave. It was reported that the building was a former coal powered heat plant while selling steam heat to the other buildings in the downtown area. See Stantec Heritage Impact Assessment report dated March 26, 2019 (File No:160940616).

## **1.2 Roof/Floor Construction**

The roof and floor framing is constructed for the most part using cast in place concrete. **See Photo No 01.** There have been subsequent floor additions to the building by adding Hambro Joist and concrete system. **See Photo No 02.** These joists were exposed and not fire rated.





**Photo No 01: Typical Floor Construction**



**Photo No 02: Added Hambro Floor System**

## **1.2 Foundation Construction**

The foundation walls are constructed of cast in place concrete. There many openings in the foundation walls that have been infilled with brick. **See Photo No 03.**



**Photo No 03: Concrete Foundation Walls**

## **2.0 Observations**

### **2.1 Exterior Beams/Lintels**

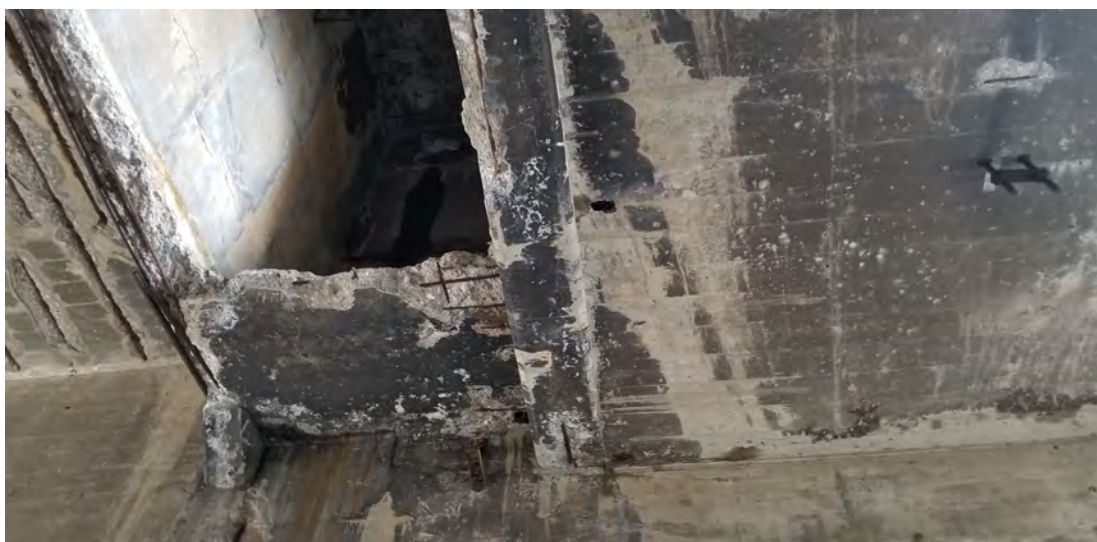
The exterior walls have openings mostly used for windows. However, there are openings at the west side of 123 Queens Avenue facing the lane way that are large framing the opening over the loading doors. **See Photo No 04.** The northmost beam is a transfer beam supporting the bearing wall located between the windows. This beam is carrying a lot of load and it appears to be distressed.

The bottom of the beams are delaminated where the concrete below the main reinforcing steel has broken away from the main body of the beam. The delamination has exposed the reinforcing and the reinforcing is corroding. The delamination of the beams is typical of all large exterior beams along the west face of the building including the beam in the link portion between 450 Talbot and 123 Queens Avenue. **See Photo No 05.**





**Photo No 04: Delaminated Concrete Beams**



**Photo No 05: Delaminated Concrete Beam at Link**

The existing reinforcing bars are square non-deformed bars used in construction during that time period. The bars along the bottom of the beams are completely exposed for

approximately 65% of the length of the beam. The reinforcing has lost its bond within the concrete beams and the bars are now ineffective.

Missing in the beams in building of this period, are steel reinforcing stirrups that are a design Code requirement in new concrete beams designed today. We have not completed a design review of the beams however, experience would have us believe that this beam if reviewed would not be adequate to resist the applied loads.

## **2.2 Exterior Suspended Slab**

The suspended slab in the link connecting 123 Queens Avenue is exposed to view. **See Photo No 06.** The underside of the concrete slab is severely delaminated exposing the reinforcing bars. Approximately 70% of the reinforcing bar is exposed and corroded. Given the large amount of concrete delamination, bar corrosion and bar exposure, we believe that this slab has lost a majority of original design capacity.



**Photo No 06: Suspended Link Slab (Exterior)**

## **2.3 Interior Excavation**

There are signs that during a former renovation, an excavation was completed for what may have been an elevator. We were informed that this excavation could also be the remnants of a demolition of the original smoke stack. **See Photo No 07.** The depth of the excavation extends below the level of the existing footing. This excavation is undermining the footing and should be infilled if the opening is to remain.





**Photo No 07: Excavation of the Interior (east Side)**

### **2.3 Interior Upper Beams**

The interior upper beams are all delaminated in varying degrees. Similar to the exterior beam, the concrete at the bottom of the beam has delaminated and has completely spalled and will continue to spall over time. **See Photo No 08.** There are no signs of any stirrups in any of the concrete beams.



**Photo No 08: Typical Interior Upper Beam**

### **2.4 Interior Basement Beams**

Access was gained into the basement and in particular at the south end of the building.

This portion of the floor is constructed of a series of concrete beams and slabs. **See Photo No 09.** It appears that this portion of the floor supported the old boiler. Of all of the beams in the building, it is the beams in this area appear to be the most compromised. The bottom of the beams in the southern half have delaminated and the reinforcing bars being corroded the most. It is presumed that continual humidity and moisture has contributed to the condition of these beams.



**Photo No 09: Interior Basement Beams (south end)**

#### **2.4 Interior Suspended Slabs**

The interior suspended slabs are all showing signs of concrete delamination. While the concrete has not all spalled, there is evidence that the reinforcing has corroded, the steel expanded and a crack has cracked developed along the length of the bar. There are areas similar to the exterior slab on photo No 05 where the concrete is completely spalled exposing the concrete reinforcing. **See Photo No 10 and 11.**



**Photo No 10: Interior Suspended Slab (cracked along rebar)**



**Photo No 11: Interior Suspended Slab (Delaminated Concrete)**

### **3.0 Comments**

#### **3.1 Building Structure**

The concrete building is severely deteriorated. Virtually every concrete floors beams, wall and pier is showing severe signs of deterioration. Based on our experience, and the cracking observed in the slabs, this would prove that the in-situ concrete would prove to be delaminated and not performing as originally designed.



The interior of the building has been exposed to decades of cycles of freeze thaw cycles over time, and in particular the horizontal surfaces. At the time the concrete was placed, the concrete mix was not designed to incorporate air-entrainment which would have limited the concrete damage from freeze-thaw.

### **3.2 Building Restoration**

As this was a cursory review of the building, we would need to complete a full review and analysis of every floor, beam, and walls structure. This would require destructive testing to determine the extent of the delamination and corroded reinforcing bar. Restoring this building would not seem to be an economical option.

Should the concrete be found to be delaminated throughout the depth of the slab and beam, which as noted above we believe to be, this would require that the entire slab and reinforcing be removed and replaced including the reinforcing. Removal of a floor to complete the restoration would require bracing of any wall that was deemed to be capable of remaining, as the wall would lose the lateral restraint provided by the floor.

All reinforcing steel that is corroded would need to be fully exposed back to sound steel. A new piece of reinforcing would then be installed and lapped with the non-corroded bar with the appropriate lap length. Given the extent of the corrosion, this would involve so much labour that it would be uneconomical.

We do believe that based on what we have seen, demolition would be the most practical solution for this building. Trying to remediate the concrete would involve the complete demolition and replacement of floors, beams and concrete that not much of the historical building would remain and be recognized as original.

We thank you for the opportunity to submit this report. If you have any questions, please do not hesitate to call.

Regards,  
**VanBoxmeer & Stranges  
Engineering Ltd.**



Rick Stranges, P. Eng.  
Vice-President  
RAS/ras



May 10, 2019

London Advisory Committee on Heritage (LACH)  
London City Hall  
300 Dufferin Avenue  
London, ON

**ATTENTION: H. Lysynsk – Committee Secretary**

Dear Sirs:

**RE: REQUEST FOR DEMOLITION – 123 QUEENS AVE. LONDON, ON**

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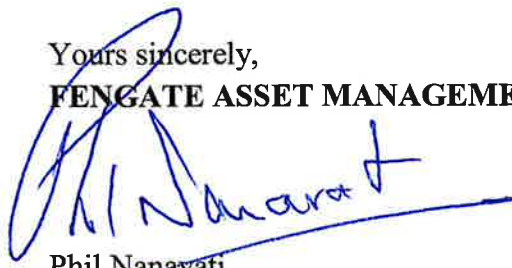
We have been informed that the owner of 123 Queens Avenue, London, ON, has submitted a request to demolish said building.

As owners of the adjoining building at 450 Talbot Street, London, ON, we have in the past requested that the prior owner demolish 123 Queens Avenue as it is an eyesore but more importantly has been a security issue for us. Individuals in the past have used the vacant building to access our roof which represents a security and safety concern to us and our Tenant.

Please accept this as our strong request that the demolition of 123 Queens Avenue be approved.

Yours sincerely,

**FENGATE ASSET MANAGEMENT**



Phil Nanavati

VP Leasing & Property Management

/lh

Cc: Arielle Kayabaga  
Ward Councillor





JAM Properties  
123 Queens Avenue

Planning and  
Environment  
Committee



## The Visual Inspection

- We looked at:
  - Exterior
    - Beams/lintels
    - Suspended slab
  - Interior
    - Excavation
    - Upper beams
    - Basement beams
    - Suspended slabs



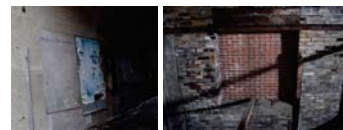
## The Findings

- The concrete is severely deteriorated and it is anticipated that the in-situ concrete is delaminated and not performing as originally designed
- Load bearing beams are delaminated and appear distressed
- The delamination has exposed the reinforcing which is now corroding
- Portions where the majority of the original design capacity has been lost (ie. suspended slab)



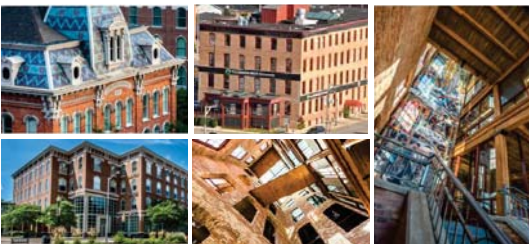
## The Point

- Concrete not designed to incorporate air-entrapment has been exposed to decades of freeze thaw cycles
- Remediation would require complete demolition and replacement of floors, beams, and concrete – little would be left



## The Owners

- Purchased the property in December 2018
- Property owners committed to working within a heritage framework in London
  - The Factory
  - Covent Market Lane
  - The Powerhouse
    - Nominated for a London Heritage Award in 2019 for Conservation and Reuse



## The Challenge

If the building could be rehabilitated, it would be – we know how to do this and have done it before.

This building is unsafe and has not been possible to secure against continual break-ins.



We want to incorporate whatever we can into the new site while providing an opportunity for the public to better understand its own history.

## The Planning Framework



As outlined in the Downtown London Heritage Conservation District (HCD) Plan, while demolition is discouraged, it is recognized that it may be necessary in exceptional circumstances. These include, “*partial destruction due to fire or other catastrophic events, severe structural instability, and occasionally redevelopment that is in keeping with appropriate City policies.*”



The Ontario Heritage Act allows municipalities to establish conditions for demolition (site plans or time frames)



## The Approach

History, planning, context – we looked at it all. All impacts associated with adjacent buildings can be mitigated. What cannot be mitigated is the effect on the streetscape. This can only be addressed through proposing a new building be constructed. We're not there yet.

To lessen the effect, JAM is committed to **documenting** the structure, **salvaging** any and all materials possible, and **commemorating** the history of the place in future developments.



## What we're asking

**Consider the context** – this is not a pristine streetscape (mostly parking lots and has been for decades) and is not in keeping with the larger HCD

**Consider the opportunity** – making way for good and informed development in the Downtown HCD is essential for good City building and exposing the original wall of the Greene Block could build momentum

**Consider the public** – this building is dangerous and is the ongoing subject of complaints (from the City, neighbours, and the public while none of the 47 property owners in the area expressed concern at removal)

Essentially, we're asking for an exception. We want to record and salvage what we can before the building cannot be safely entered. We want time to come up with a great plan for the site and don't want to see someone injured while we work.



## Appendix F – Statement of Cultural Heritage Value or Interest

### Legal Description

LT 22 RCP 423; DELAWARE TWP

### Roll Number

3303 Westdel Bourne: 090110081000000

### Description of Property

3303 Westdel Bourne is located on the west side of Westdel Bourne, North of Deadman's Road in London, Ontario. The property at 3303 Westdel Bourne includes a farmhouse, three barns, and a shed.

The farmhouse located at 3303 Westdel Bourne was built in 1877 in the Italianate style. The farmhouse is a two storey, buff brick, asymmetrical farmhouse, with a complex massing. The farmhouse has one projecting and one recessed bay and a one storey buff brick wing in the rear. The building is capped by a hipped roof that form a flat roof at its peak. Two single-stacked buff brick chimneys flank the north and west slopes of the roof. The two storey portion of the house has return eaves as well as tongue and groove soffits. Decorative paired brackets, that are a defining element of the Italianate style, are found around the entire house.

The building has an asymmetrical façade that is comprised of one recessed bay and one projecting bay. The projecting bay is highlighted by the decorative bargeboard on the front gable and an oculus window in the gable's centre. On the main floor, an entry door is located in the recessed bay. The door itself has been replaced, but the original opening has been retained. Two fixed windows in the central bay are now in the place of the original door, and the segmented arch transom with decorative etched glass. The etched glass shows a floral motif surrounding a bird.

Brick voussoirs with contrasting mortar appear above every original window and door opening. Many windows tall, narrow and in pairs with segmented arch openings. Although all the windows appear to have been replaced, the replacement windows are wood and maintain their openings. The original cast stone sills can be found below each window. The buff brick is laid in a common bond pattern and the foundation is field stone with coursing detail.

The ell shaped wrap-around verandah is covered by a hipped roof and supported by decorative chamfered posts. The chamfered posts are connected to a concrete base with pressed design and are topped with capitals connected to fluted brackets. Each fluted bracket connects to a pierced panels supported by a decorative bracket. Spandrels extend around the verandah with a centre decorative bracket attached below.

### Barn 1

Barn 1 is the largest of the barns located on the property at 3303 Westdel Bourne. Barn 1 is in the Bank Barn style as the lower level housed animals and the upper level served as storage (Appendix C, see Barn 1). The foundation of the barn has been parged in concrete and has a number of openings for multi-pane windows. The barn is a timber frame with a gable roof covered in corrugated metal and vertical barn board siding. The beams in the barn are a mix of hand hewed and machine cut. The beams in the barn are a mix of hand hewed and machine cut with a typical diagonal post and beam brace connection. The beams are connected to the post with mortise-and-tenon joints. The beams on the first level are notched into the top of the foundation wall. A reinforced concrete silo is connected to the north façade of the barn.

A barn hill is connected to the east façade of Barn 1. The barn hill appears to have a root cellar that has been parged and altered, an open space in the middle – known as a "walk way", and field stones making up the rest of the barn hill.

### Barn 2 & 3

Barn 2 and Barn 3 is just south west of the Barn 1. Similar to Barn 1 the barns are also a timber frame with a gable roof and vertical barn board siding. The beams in the barn

are a mix of hand hewed and machine cut with a typical diagonal post and beam brace connection. The beams are connected to the post with mortise-and-tenon joints. The only difference is that Barn 3 sits on top of concrete piers.

### **Shed**

The shed is a vernacular in form with timber framing and a corrugated metal roof. What is suspected to be a dog house is connected to the south façade.

### **Statement of Cultural Heritage Value or Interest**

The property at 3303 Westdel Bourne includes a farmhouse which is a representative example of a farmhouse in Italianate style within the former Delaware Township. The farmhouse displays many of the elements commonly found on building in the Italianate style, including the most defining element of the style, paired brackets. The farmhouse also has narrow segmented arched windows, paired windows, hipped roof, wide overhanging eaves, and a projecting bay with gable and oculus window. The decorative details of the wrap-around verandah details displays a high degree of craftsmanship when comparing two other Italianate style farmhouses in the former Delaware Township.

Barn 1 (the largest barn) located on the property at 3303 Westdel Bourne is a rare and representative example of the bank barn as it has a timber frame structure with mortise and tenon joints, a gable roof, concrete foundation, and has vertical “barn board” cladding. Barn 1 is rare because it retains its barn hill, which has both a root cellar and a walk way underneath the ball hill.

The farmhouse on the property located at 3303 Westdel Bourn displays a high degree of craftsmanship. Elements that display a high degree of craftsmanship include, the contrasting mortar in the brick voussoirs, the etched glass transom window, but particularly, elements of the verandah. The ell shaped wrap-around verandah is covered by a hipped roof and supported by decorative chamfered posts. The chamfered posts are connected to a concrete base with pressed design and are topped with capitals connected to fluted brackets. Each fluted bracket connects to a pierced panels supported by a decorative bracket. Spandrels extend around the verandah with a centre decorative bracket attached below.

The property located at 3303 Westdel Bourne is significantly associated with the Ireland family. The Ireland family is one of the earliest settlers to the Delaware Township area and the property was farmed by the family for 141 years. The Ireland’s were active community members throughout the 141 years. George and Clementine Ireland were active members of the Kilworth United Church (2442 Oxford Street). Walter Ireland and his family were known for growing vegetables and apples, which they sold at the Covent Garden Market in London (Grainger 2006, 283). Also, Maggie Ireland and Marian Ireland were active member of the Women’s Institute

The area of the former Delaware Township is evolving and developing with modern residential developments to the north and south of the subject property. The farmhouse and Barn 1 are important in defining and maintaining the historic agricultural character of the area that developed in the early to late nineteenth century. Retaining the farmhouse and Barn 1 provides a tangible link to the historic agricultural character of this area. The prominent design values of the farmhouse and Barn 1 allows it to define this character. The farmhouse and Barn 1 communicates the history of a family who immigrated to Delaware Township, farmed their property, and sold their produce at the Covent Garden Market in London. The property at 3303 Westdel Bourne is important in defining the character of the Delaware Township area.

### **Heritage Attributes**

The heritage attributes which support or contribute to the cultural heritage value or interest of the property at 3303 Westdel Bourne include:

#### **Farmhouse**

- Form, scale, and massing of the two storey buff brick farmhouse
- Setback of the farmhouse from Westdel Bourne;

- Orientation of the farmhouse with its broadest façade towards Westdel Bourne;
- Buff brick in a common bond pattern;
- Two stacked buff brick chimneys;
- Asymmetrical, staggered three-bay façade;
- Hipped roof with front gable ;
- Decorative bargeboard on the front gable and an oculus window in the gable's centre of the projecting bay ;
- Paired wood brackets at the eaves;
- Wood soffits
- Segmented arch window openings with brick voussoirs with contrasting red mortar;
- Original main door opening with a segmented arch transom with decorative etched glass with floral and bird motif;
- Cast stone sills;
- Field stone foundation with coursing detail;
- The ell shaped wrap around verandah is covered by a hipped roof and supported by decorated chamfered posts;
  - The posts are topped with capitals that connect to fluted brackets;
  - Connected to each bracket is a pierced panel with an out bracket below;
  - A spandrel, with a decorative bracket attached below in the centre, connects the pierced panels together;
  - The base of the verandah is concrete with a pressed design

### **Barn 1**

- Form, scale, and massing of the two level, timber frame barn;
- Relationship to the farmhouse;
- Parged concrete foundation with a number of openings for multi-pane windows;
- Gable roof covered in corrugated metal;
- Vertical barn board siding;
- Mix of hand hewed and machine cut beams connected to the post with mortise-and-tenon joints;
- A reinforced concrete silo is connected to the north façade of the barn;
- A barn hill is connected to the east façade;
  - The form, scale, and massing;
  - Suspected root cellar that has been parged on the exterior; and
  - An open space in the middle of the barn hill – known as a “walk way” .

# Site Review Report

# Site Review-01

Client: Carvest Properties Limited	Project ID: CEC-19-0776
Project Address: 3303 Westdel Bourne, London, Ontario	Number of Pages: Nine (9)
Reviewed By: Darryl Twynstra, P. Eng.	Date Issued: 2019/05/07
Regarding: Structural Site Assessment – Existing Barn (Bank Barn) and Ramp/Storage Room Structure	

Date of Site Review: 2019/05/07

Weather Conditions: Mild and Raining (7°C)

Reason for Site Review: As requested by the client, Carvest Properties Limited, Centric Engineering Corporation conducted a site review of the existing barn (main Bank Style Barn) and ramp/storage room structure in order to comment on the structural soundness of the existing structures for future use.

Note: For the purposes of this report, our site review was limited to a visual inspection only.

Observations and Comments:

**Existing Ramp Structure**

1. During our review it was noted that the existing approach ramp (constructed of soil which is retained by loose laid field stone) is not structurally sound/stable. A considerable amount of soil embedded between the existing field stone had washed away at the location of the ramp buttress wall, see Figure 1.0.
2. It was noted in several locations, that the existing suspended concrete ramp structure, above the passageway and the storage room, has delaminated/deteriorated to a point in which vegetation is able to grow within the structure, see Figures 2.0 and 3.0.
3. Also noted during our site review, was the significant deterioration of the suspended concrete slab overall. The concrete within the slab is severely pitted/spalled/delaminated, see Figure 4.0. The existing embedded reinforcing elements within the concrete slab (structural steel) exhibit signs of severe corrosion as well, see Figure 5.0.

**Existing Barn (Bank Barn) Structure**

1. During our review it was noted that the existing barn timber structural components are in relatively moderate condition, see Figure 6.0. Some structural members have been compromised due to on site alternations made over time and lack of maintenance, such as the perimeter sill-plate, see Figure 7.0.
2. Localized damage pitting/deterioration and undermining of the existing foundation wall, was also noted on site, see Figure 8.0. Some localized cracking within the existing foundation wall was also noted, see Figure 9.0.

Recommendations:

**Existing Ramp Structure**

1. Based on our review of the existing ramp structure and cold storage area below the existing ramp structure, we have determined the existing ramp structure to be structurally unsound for use. The degree of deterioration and absence of overall maintenance over its lifespan have rendered it, in our opinion, unusable and unrepairable. As such, access/use of this area of the existing structure should be restricted until such time that it can be safely removed.

**Existing Barn (Bank Barn) Structure**

1. Based on our review of the existing barn (Bank Barn) structure, it appears to be in moderate condition. If it is proposed that the existing structure will remain, a full structural analysis of the existing building should be conducted to ensure it can support the required loading parameters. If the intended use of the structure (i.e. a change of use) is proposed, a significant degree of structural remediation would be necessary to ensure the existing building structure can withstand current building code parameters. It is to be noted that structural analysis of the existing structure would more than likely determine that the existing structure is not capable of supporting the required loading parameters.

Attachments/ Pictures:

Refer to Appendix A

End of Site Review Report

Centric Engineering Corporation



Darryl Twynstra, P.Eng.  
President





## Appendix A – Site Photographs



Figure 1.0 – Photo of Existing Approach Ramp to Barn (Bank Barn)



Figure 2.0 – Photo of Existing Ramp Structure with Severe Delamination





Figure 3.0 - Photo of Existing Ramp Structure with Severe Delamination/Spalling



Figure 4.0 - Photo of Existing Ramp Structure with Severe Pitting/Spalling/Delamination





Figure 5.0 - Photo of Existing Ramp Structure with Severe Delamination/Corrosion



Figure 6.0 - Photo of Existing Barn (Bank Barn) Interior Post and Beam Structure



Figure 7.0 - Photo of Damaged Perimeter Sill-plate





Figure 8.0 - Photo of Pitting/Deterioration and Undermining of Existing Foundation Wall



Figure 9.0 - Photo of Cracked Existing Foundation Wall

# Site Review Report

# Site Review-02

Client: Carvest Properties Limited	Project ID: CEC-19-0776
Project Address: 3303 Westdel Bourne, London, Ontario	Number of Pages: Three (3)
Reviewed By: Darryl Twynstra, P. Eng.	Date Issued: 2019/05/07
Regarding: Structural Site Assessment - Farmhouse	

Date of Site Review: 2019/05/07

Weather Conditions: Mild and Raining (7°C)

Reason for Site Review: As requested by the client, Carvest Properties Limited, Centric Engineering Corporation conducted a site review of the existing farmhouse in order to comment on the structural soundness of the existing structure for future use.

Note: For the purposes of this report, our site review was limited to a visual inspection only.

Observations and Comments:

1. During our review it was noted that the existing porch foundation and slab structure is in poor condition. The concrete within the slab is significantly pitted/spalled/delaminated. The existing embedded reinforcing elements within the concrete slab (structural steel) exhibit signs of severe corrosion as well, see Figure 1.0.
2. As also seen in Figure 1.0, localized cracking within the existing foundation wall was noted.
3. Also noted during our site review were areas of the existing foundation wall structure where the existing mortar joints between the rubble fieldstones within the foundation wall were absent, see Figure 2.0. There was no evidence noted on site of any foundation wall drainage/damp-proofing/waterproofing.
4. The above grade structure of the farmhouse appeared to be in moderate condition overall, localized remedial works would be required to ensure the structural soundness of the existing structure (i.e. roof and floor member reinforcement at damaged/deteriorate locations, repointing of mortar joints).

Recommendations:

1. Based on our review of the existing porch structure, the existing concrete porch slab should be removed and replaced with new structure. The existing concrete slab is deteriorated beyond the point of successful localized remedial repairs. Upon excavation of the existing porch foundation wall the extent of the required remedial repairs could be confirmed.
2. The existing foundation wall of the farmhouse appears to be in moderate condition, it should however be completely excavated, on the exterior side, for further inspection by a professional engineer and architect licensed in the province of Ontario. If it is determined that the existing foundation wall is structurally sound, the existing damaged/deteriorated mortar joints should be routed and sealed/repointed, and foundation wall drainage/damp-proofing/waterproofing should be implemented.



3. The above grade structure of the farmhouse should be further investigated (by means of an intrusive investigation) to confirm the overall required structural (and non-structural) remedial works required in order to ensure the overall integrity of the structure.

Attachments/ Pictures:

Refer to Appendix A

End of Site Review Report

Centric Engineering Corporation



Darryl Twynstra, P.Eng.  
President



## Appendix A – Site Photographs



Figure 1.0 – Photo of Existing Porch Slab and Foundation Structure



Figure 2.0 – Photo of Existing Foundation Wall Structure with Deteriorated Mortar Joints

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.7 PUBLIC PARTICIPATION MEETING – Application – Demolition Request for Heritage Listed Property – 3303 Westdel Bourne

- *(Councillor A. Hopkins realizing that the demolition request is just for the house but it does start the process of the Notice of Intent to Designate, does that mean all the barns, the house and she did hear Ms. K. Gowan, Heritage Planner, say the property, she just wants to confirm that it is everything.);* Ms. K. Gowan, Heritage Planner, indicating that just because the demolition request is for the farmhouse, the designation does apply to the entire property which is why the evaluation took into account all of the barns.
- Chris Hendriksen, on behalf of the owner – expressing strong opposition to the designation of this property; advising that their primary objective is the removal the barn structures as they present a major safety issue by their structural assessment issued this morning and circulated to members of the Planning and Environment Committee that indicated that the review was done on the site; pointing out that while they understand that conditions cannot be applied to delisting the property, should demolition be permitted, the owner is committed to working with City staff to mitigate the impacts associated with the removal of the buildings; advising that the owner has committed to photo documentation of structures prior to demolition and filing the report with the City of London as appropriate; salvage of barn materials by a reputable salvage company with the material to be made available to the community for reuse and to make the house available for a period of one hundred twenty days for someone to come forward with a suitable plan for relocation, should a suitable plan not come forward within the one hundred twenty day period, suitable materials and features will be salvaged by a reputable salvage company with the material to be made available to the community for reuse.
- Janet Hunten, 253 Huron Street – speaking for the excellence of that farmhouse; noting that it is a good looking house; structures for Downtown get bonusing for good design, that house displays good design and excellent detail which has been maintained in excellent condition; speaking, for instance, of the brackets under the eaves which go all the way around the house, which is unusual, they were often omitted at the back of the house and the details of the verandah decoration and they still have the original window openings; reiterating that it is a good looking house.

**As taxpayers in the City of London all of whom purchased and built homes in this area. Beyond the density being proposed. (ie, of the 1.7 acre property, only between 0.7 and 1.0 acre is available for development), we have '5 points of concern' as per below.**

**1. UPPER THAMES CONSERVATION AUTHORITY**

- a. Proposal does not take into account any adjustment to setbacks from the forthcoming 'Dingman Creek Floodplain Boundary Evaluation Report'.
- b. Proposal will create a significant impervious surface and ALL stormwater would run into Dingman Creek.
- c. Recent modifications to the creek-overpass (west) in the new (16 unit) subdivision was made to accommodate runoff and stormwater management capacity to accommodate that project. The creek-overpass would have been sized for one or two units on the proposed property, not 28. This proposal may create even more runoff and/or stress downstream.
- d. Property has a (approx.) 10 ft slope from North to South. Will this be backfilled to be level or slope? (causing additional runoff)
- e. Note that the pond is home to specific wildlife including but not limited to migratory birds, frogs etc.

**2. MATURE TREES**

- a. Current property contains 125+ mature trees...many of which the proposal indicates would be clear-cut.
- b. The property also currently has a 7m cedar hedge on the west property line which should be retained.
- c. Upper Thames and Forestry should be consulted, especially based on the proximity to the creek.

**3. NORTH AND WEST PRIVACY SETBACK**

- a. Existing properties have a right to privacy. Proposal does NOT show deck extensions. Any deck extensions will view directly into adjacent back yards and windows. Standard 6ft fence will be well under any sightline.
- b. Tree buffer to North and West must remain and units set back accordingly from the tree line.

**4. FUTURE MASTER PLAN WALKING PATHWAY**

- a. City plan suggests an extension of City walking paths in that area. Allowance for future requirements should be considered.

**5. ROAD SETBACK**

- a. Properties adjacent to this proposal have a setback (from road centre) Colonel Talbot Road of approx. 36M (including 2 houses built in the last 5 years)
- b. Snow-plows generally travel at 70 km/h and make a significant ice/snow/gravel throw onto properties causing a significant safety concern if units are too close.
- c. City Traffic Department is suggesting a turn taper (traffic speed limit is 70km/h in that area)
- d. This proposal indicates a minimum setback. Consideration should be made to consistency with adjoining properties.
- e. Any entrance drive should location must take the existing Clayton Walk Turn taper and entrance into consideration.

If you have any thoughts or additions, please don't hesitate to reach out.

Thanks,  
Ian

**3637 Colonel Talbot Road**



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.8 PUBLIC PARTICIPATION MEETING – Application – 3557 Colonel Talbot Road (Z-9003)

- Harry Froussios, Zelinka Priamo Ltd., on behalf of the applicant – indicating that this application is being deferred for the time being to allow the Upper Thames River Conservation Authority to determine the flood hazard mapping on this site; hoping to have that information by now, it has been some time since that information has been forthcoming but they are working with them actively and hope to have that information soon and their hope is to have the application brought forward in the near future.
- Ian Campbell – advising that he is the owner of the property just to the south of the proposed property; noting that it is a three and a half acre property that has one house on it; the application is under one acre proposing twenty-eight units on it; indicating that there are a number of things that he wanted to touch base on tonight; believing a few of the key ones have already been discussed; talking about a setback from Dingman Creek, he has personally been there since 2005 and he has certainly seen significant flooding from that creek certainly to the extent of the flood line; understanding that the current screening area is being reviewed and that that line may change; pointing out that to the west of this unit, in the creek, there was a gentleman by the name of John Leahy who was here approximately one year and a half or so ago, he has ten acres back there and he put in sixteen houses back there and in doing that he put an access bridge over the creek in order to get to his property and his guess is that was sized for the run-off from his property and not sized for any run-off that may come from this property and that is another consideration that would need to be taken into account; advising that there is also approximately a ten foot slope difference from the north side of the property to the south side of the property so absolutely everything flows towards that creek; noting that it is not mentioned in any of the material; indicating that there is a pond on the property and it is certainly the home to a lot of wildlife and certainly something to be considered; discussing the mature trees, he walked out there with his dog last night and there are one hundred thirty-five mature trees on that property, not five, one hundred thirty-five; having a look at the plan, he believes the majority of those trees the plan is to cut them down and build this complex; advising that this is a concern not only for him but also for people in the area; indicating that his house has eleven windows that look toward that property and the removal of those trees is a significant impact on something that he has enjoyed over the last number of years; on the north side, several houses actually back up to the northern fence line, the plan does not show any decks that would be built, those decks, if they extended four or five feet further to the north would pretty much put those decks on the property line and you would be sitting on a deck staring into someone's bedroom window; expressing concern with that and clearly any application should consider that the property be moved well off the northern line; advising that the same thing happens on the west side, there is a seven metre cedar hedge that runs back there and his understanding is that they plan to take that down removing all of the privacy for the people who are on the west side property; referring to page 327 of the Planning and Environment Committee Agenda, there is a consideration for a city park walkway which is planned for that area and that is not recognized in the proposal and certainly, again, is something that evidently it says that parks staff can provide a parkway diagram and he has not seen that yet but, again, it is not part of the proposal and should be; speaking to the road setback, the properties in that area right now from centre line to his property, the one north of him, south of him and the one two north of him are all actually thirty-six metres from road centre; pointing out that when you lay that out and look at what they are thinking of doing, they are looking at having their property about twenty-four metres from road centre; believing that all of them chose to be further

from the road, they are deciding to be closer to the road obviously to optimize the number of units on the property; keeping in mind that seventy kilometers an hour on that road which means that when the snow plow comes the throw is probably fifteen to twenty feet and you are talking about gravel, ice and snow that regularly makes its way well into his driveway; advising that there would be significant danger if those units were too close to the road; as well as that there is also a recommendation from City Traffic that a turning lane be put in, that turning lane would almost have to start at Clayton Walk which means you would have a turning lane turning in to a turning lane with significant issues in and around there; referring to page 330 of the Planning and Environment Committee Agenda, recommends that currently it is premature and the application should be refused; believing that is what Planning staff just said so they wholeheartedly agree with that assessment.

- Russell Bell, 6946 Clayton Walk – indicating that all of the homeowners of North Lambeth have been meeting prior to this and what Mr. I. Campbell just said is reflective of all of them; asking the residents in the audience to stand; indicating that these are all homeowners that are backing on or in close proximity to this application.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.9 PUBLIC PARTICIPATION MEETING – Application – 2096 Wonderland Road North (Z-9010)

- Laverne Kirkness, Kirkness Planning Consultants, on behalf of the applicant – advising that the applicant was intending to be here as this is their first development in London but the applicant has had a death in the family so he is not able to attend the meeting; expressing the applicant's intent; advising that they do development throughout Ontario, one of their biggest projects is a golf course in inner Niagara Falls that they are making into a residential community much like London did almost fifty years ago in Whitehills and his probably one of the few people here old enough to remember the golf course in Whitehills and he sees one Councillor is too so that is what they are doing, some big projects, this is a small one but they are certainly interested in it; advising that they held a community information meeting on the first day of Spring at Sherwood Forest Library and Councillor Josh Morgan attended with about fifteen people; introducing the architectural team from Zedd Architecture who brought this housing project to them, this is a unique housing project in London; stating that there is no suburban townhouse development with underground parking that they know of in suburban London, the closest they come to it is they have to go over to Albert Street across from the Runt Club, he thinks that 152 Albert Street has underground parking, you park and then you walk up to your unit; reiterating that this is a different form of housing for the city in suburban London and in the Sunningdale community; believing that it adds to the rich mixture of housing that is already there with respect to one and two floor condos and freeholds and townhouses and so on; thanking Ms. B. Debbert, Senior Planner, for the very comprehensive presentation as it is going to make his job a lot quicker in terms of orientation; focusing in on the public response; advising that there were seventy letters sent out according to the planning report, there were nine responses, five were from the condo, four were from the single detached owners around the area; reiterating that they met with the community on March 21, 2019 and they did provide a submission to the City in response to the written comments as well; providing an overview of what they did here and Mr. Saltija was quite sensitive about making sure they did do a similar response and they have responded, these are just orientation slides; pointing out that they are on the west edge of the Sunningdale neighbourhood being over on Wonderland Road and west of Wonderland Road is Foxhollow and you can see some street stubs there like Buroak Drive that will come east and they will find out later that the zoning is similar to what they are approaching; showing the heritage home that is to be preserved now; stating that it is a triple brick, a double brick, an 1870's, it is significant mostly because it is a pre-Confederation brick farm home; indicating that he was here about a year ago today asking the Planning and Environment Committee not to designate it but wait until they come with their full package, the Committee did not listen to him, the Committee went ahead and designated it and they then tried to accommodate all of that and they have; showing the side view and the garage at the back, a double car garage which is not significant and is intended to be demolished; showing the letter the City sent advising that they are designating the house; describing the north side yard and to pick up on Ms. B. Debbert, Senior Planner's comments about services, in the planning of services for this site, this one acre, the services are to go out this northerly side yard and down the private road of the Stonebridge condos, east towards Wallingford and onto the stormwater management pond or onto the sewage treatment plant; indicating that they do have services through the condo to the north and the east of them and they do have access for pedestrians if they can keep the single family home but as soon as they rezone and do twenty units like they are proposing, they lose that; pointing out the high fence as well which goes all the way around the property, it is eight feet high, in good shape, owned



by the condominium; showing a slide about the unit to the north side with an eight foot fence and he wanted to speak about this later; (*Councillor A. Hopkins advising Mr. L. Kirkness, Kirkness Planning Consultants, that he is coming up to five minutes.*); advising that the zoning that they are proposing is very similar to what is to the north, to the east and also to the west into Foxhollow, this Low-Rise, Medium form of housing; outlining some changes that they have made that are shown a little differently between being at the Urban Design Panel and the City of London Urban Design staff they asked them to do a couple of things, one is do not attach their new development to the existing house so they are not; secondly, they are opening up the open space in the center of the site; thirdly, they are lowering the height of the building closest to the heritage building; reducing the front yard parking for visitors; identifying that those are four tangible things that they have done to respond to city response; (*Councillor A. Hopkins asks the Committee if they would like to grant Mr. Kirkness, Kirkness Planning Consultants, an extension of time.*); (*Deputy Mayor J. Helmer indicating that he is happy to hear a little bit more from Mr. Kirkness, Kirkness Planning Consultants, as he spoke to them rather frankly earlier about how they did not listen to him the last time and he appreciated that frankness and he is glad to give him a little bit of extra time.*); showing the lowering of the height of the nearby building, the separation and the opening up of the open space; showing an elevation that shows similar from the north side of the property; trying to deal with the interface to the south and the squared numbers, showing the property and the interface they are talking about; the original proposal had roof top decks; maintaining the eight foot fence; noting that if you are sitting on the deck, you are peeking over the fence but you are not gazing down into the backyards of those homes at 357 and 351 as big as those backyards are; on the east side where they are interfacing with the condo again, they have minimized the balconies, they have the active rooms on the ground floor, that is the dining rooms and dens and living rooms and kitchens, on the upper levels are bedrooms and guest bedrooms and again this is showing the original version these will be lowered a couple of steps, maybe as much as two feet so when you look at this; showing the existing fence along the east side of the property, there is a gate allowing you, as long as you are a single family dwelling, you can get through and get to the condominium to the park to the east and that will have to be closed off, if you are on the other side, on the condo, this is what it looks like; showing the location of the condos and pointing out that fortunately they have this road between and front doors and front yards and garage doors rather than backyards and privacy areas so that is why they have tucked up closed to this property line meeting the Zoning By-law for most of the six metres; indicating that north is to the left and showing the underground parking level; pointing out that in order to get around the foundation of the heritage home, they had to bring this width of access further east pushing units further east but for these five units they are able to make the six metres so they bought the road back just to explain why they had to put those four units closer; referencing the eight foot stone wall and planting along there they think will buffer them well enough, supplement the buffering at least with their access into the underground parking; showing an interior view to show that although there are trees that will have to be cut down, they are proposing several and very deep planters that can accommodate some pretty good plant material along with a hard surface for children to play on; showing what it looks like on Wonderland Road North as you drive by two storeys terraced to three with a sense of arrival with a gateway entry in the middle and the visitor parking to the left. (See attached presentation).

- James Kim, 357 Cornelius Court – indicating that they live on the south side of the proposed plan; wondering why on earth this plan has been proposed in the first place; saying that because first of all, there is a No Frills close by and whenever they pass by there are already so many cars and it is very busy; expressing concern that building twenty houses there will make the traffic worse and second there is a huge problem, even now, currently, with sewage and there

was a lot of rain these days and whenever he was cutting the grass in the backyard, it was very muddy and he believes that building twenty houses will make things worse; expressing concern with the lack of privacy; indicating that in their house there are three bedrooms and one bathroom and the house has windows facing this plan and three storey townhouses he believes that they can look down into their house; expressing concern that this is supposed to be a heritage house and building twenty townhouses surrounding this heritage house will for sure, one hundred percent, prevent them from seeing this heritage house ever; pointing out that, as you can see in the logo of London, there is a tree; believing that the construction company has come down from Toronto, this is not Toronto, this is London, we are supposed to protect trees but all the trees are coming down; building three storey houses is not a good fit.

- Clive Forbes, 351 Cornelius Court – indicating that more than anyone else in the total subdivision his neighbour and him have the greatest impact; noticing from the report that was submitted by Planning staff that as far as affordable housing is concerned this does not meet that requirement so the question is why do they go with increased massing; eighteen townhouses around a heritage house speaks to greed to him where the investors are trying to split the assets; speaking to three storeys, there is no privacy in his backyard, you are looking right into his backyard; reiterating that he has zero privacy; even though he knows that they have gone through a policy and they have said two to four storeys if not the right fit, you are coming into a subdivision that is already developed, single family homes, a condominium, also the drainage and stuff like that; noticing in the presentation the point was made about four to six people being added to the sewage and one of the things he learned about engineering, early, was to do it right the first time and to make smart decisions so the question is why are they approving a zoning for so many units where there is already a red flag saying there is a potential for sewer backup; should we not scale it down to make sure we have the right amount of townhouses; advising that they are not against development, they are saying there are too many townhouse units and we should not go above two storeys or 2.5 but three is too much in terms of they are robbing themselves of privacy and they have spent a lot of money; the target market is not for persons who are not medium range so the price for those houses is going to be significant but the value for their properties is being diminished if they were to go ahead with this development.

# Invest Group (Sinan Saltija) 2096 Wonderland Road North Residential Infill Project

PEC public meeting – May 13, 2019  
AND Community Information Meeting  
March 21, 2019  
Sherwood Forest Library

WONDERLAND ROAD NORTH

2096 Wonderland Road N, London, Ontario | Site Plan



## Location and Site Features



**Existing house – 2 storey 156 m2 x2 = 312 m2 for the MAIN building Triple and double brick**



## South side of existing residence



September 28, 2018

Invest Group Ltd.  
2096 Wonderland Rd N  
London ON N6G 5C3

Ontario Heritage Trust  
10 Adelaide Street East  
Toronto ON M5C 1J3

**Re: Designation of 2096 Wonderland Road North  
The Ontario Heritage Act, R.S.O. 1990, c. 0.18**

Please find enclosed, for your information, a certified copy of By-law No. L.S.P.-3477-475, entitled, "A by-law to designate 2096 Wonderland Road North to be of cultural heritage value or interest", passed by the Municipal Council of the Corporation of The City of London on September 18, 2018 and registered as Instrument No. ER1195164 on September 28, 2018.

The London Advisory Committee on Heritage will be contacting you at a later date to determine whether or not you wish to have a plaque mounted on this building to designate it as a site of historical value.

Catharine Saunders  
City Clerk

City designates existing heritage house



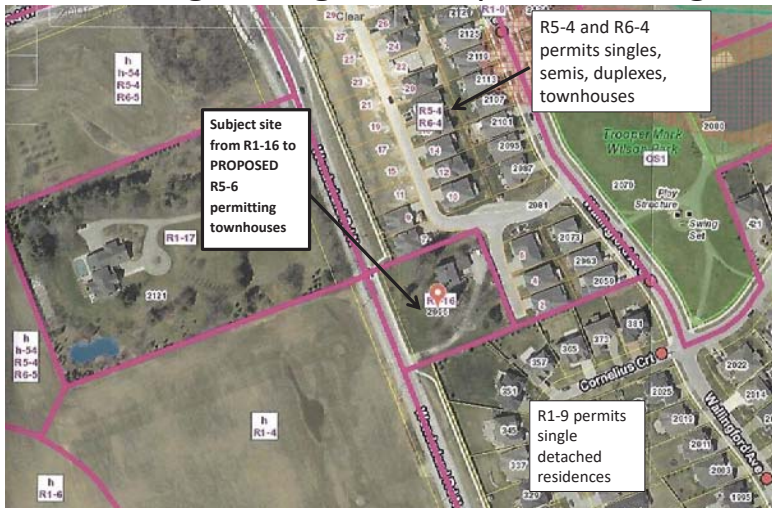
North boundary, servicing easement thru Stonebridge Condos - lots of capacity



Stonebridge condos facing Wonderland Road North with Site on right



Existing Zoning and Proposed Zoning



Site Plan changes



- 1. Separated
- 2. Increase open space
- 3. Added landscaped area
- 4. Lowered height - 2 ft.

View from northwest



ELEVATION View from NORTH





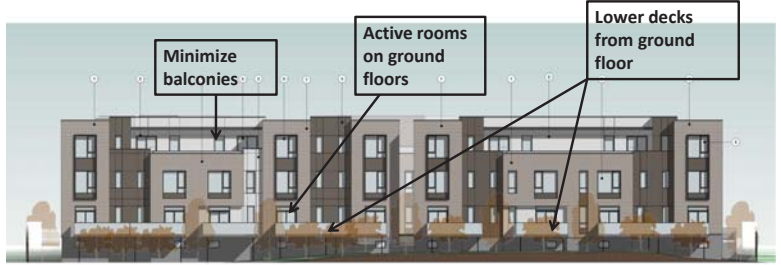
## Viewing from southwest



- CHANGES**
1. Removed roof top decks
  2. Moved upper balconies to interior
  3. Lowered ground level decks
  4. Maintain 7 foot high wooden privacy fence
  5. Active rooms on ground floor
  6. Tried to sink more!!



## East Elevation .



... along east side original rendering with intention to lower decks by 2 feet



Underground parking

Stonebridge condos facing Wonderland Road North with Site on right



Interior common and landscaped areas



along Wonderland Road North



Thank you and questions

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.10 PUBLIC PARTICIPATION MEETING – Application – 112 St. James Street (SPA18-140)

- Harry Froussios, Zelinka Priamo Ltd., on behalf of the applicant – expressing appreciation to staff, Ms. V. Santos, Site Development Planner, specifically, for their processing of this application, it has been a great job working with them and they feel at this stage, depending on what happens tonight, they are very close to completing this process; advising that the application before the Planning and Environment Committee requests a thirteen storey apartment building with one hundred twelve units consistent with the R9-7 Zone that applies to the property; indicating that it is consistent with the Provincial Policy Statement, it conforms with both the 1989 Official Plan, The London Plan and the guidelines that were spoken to earlier; stating that the site plan has been reviewed by the Urban Design Peer Review Panel, they have had a meeting with the St. George-Grosvenor Neighbourhood Association hosted by Councillor P. Squire, they have also had the public open house on a separate occasion which Councillor P. Squire attended as well; advising that they have heard the comments from the neighbourhood and they have addressed as many of them as they can as well as the Urban Design Panel; going through some slides to give the Planning and Environment Committee some idea of how this process started and where they are today with the site plan but they are very happy with where the site plan is today and they are hoping that it will get the Committee's support this evening; indicating that he will go through the slides quickly as the Committee has already seen the drawings from Ms. V. Santos, Site Development Planner; showing a rendering of the building with the colours of materials proposed; noting that the units will be oversized, the applicant is hoping to not only bring in new residents but to keep existing residents who are looking at downsizing their current accommodations and living in a structure such as this; advising that they are exceeding the minimum landscaping requirement to allow them to actually bonus the permitted density on the property; indicating that there will be no long-term garbage outside other than just the day of and it will be screened during the time that it is out there; stating that the entrance is aligned with Talbot Street at the request of staff; noting that it is partly on the lands that are described as being subject to an Official Plan Amendment and a Zoning application to be added to the property but there is an easement that exists right now that allows that access to be provided on the subject property; as noted the access enters into the garage entrance and they also have improvements to allow better pedestrian circulation both in the right-of-way crossing the access as well as Talbot Street and they are also providing two pedestrian connections coming in off of St. James Street; showing the parking area to the east of the building; noting that just seven spaces are being provided on the surface and they also have their garage entrance to the south of the parking area, they have a small loading zone for moving purposes and things like that and they have their temporary waste collection area more to the northeast of the building; pointing out the additional lands to be added, it will be mostly for additional landscaped area but it does serve to allow more density within the building; stating that, at the request of the Neighbourhood Association, they are introducing more native species and that is something that their client had no issue with and that will be finalized through the upcoming review process; showing the outdoor amenity area at the northeast corner of the building that is on top of the underground parking garage structure but at grade with the rest of the property and what they are proposing at this stage is to have some planters, benches and just more of a passive seating area for the residents; noting that there will also be the amenity spaces to the north and the west which will basically be grassed over and sodded and mixed with the proposed landscaping; discussing the Tree Preservation Plan and what they have done here is they have preserved the perimeter trees as much as they can;

noting that right now they are all being preserved except for a couple that are close to the construction area but all of the municipal trees along St. James Street are being preserved so it will still have the mature tree presence in front of the property; advising that, as was noted by Ms. V. Santos, Site Development Planner, they are overcompensating for the amount of tree loss, they are providing more trees than what are being taken away; advising that the building is going to be a mix of materials and colours to complement the existing area and that is consistent with the guidelines that were prepared in 2011; (*Councillor A. Hopkins indicating that Mr. H. Froussios, Zelinka Priamo Ltd., is coming up to five minutes.*); showing the renderings so the Committee will have an idea in a 3D sense of how this building will look; indicating that there is a lot of glazing on the building, a lot of mixture of materials and colours and that was something that they responded to the Urban Design Panel comments was to bring in a little more glazing and to also rotate some of the ground floor units; noting that the two storey townhome units at the bottom will be facing the street now to give better streetscape presence; indicating that the main entrance was initially at the west side of the building and at the request of the Panel they moved it to be a more prominent location in accordance with the streetscape; reiterating that they are still going through the Official Plan Amendment and Zoning By-law process but it is important to note that this application can still move forward; noting that the Official Plan Amendment and Zoning By-law application will add density to this site but it will only be internal to the building, no changes are required as part of that application. (See attached presentation.)

- Ken Owen, 159 St. James Street – indicating that he is the representative of the St. George/Grosvenor Neighbourhood Association; commending the administration staff that he has worked with on this project for their diligence and courteous responses in their communications with him with regards to this project; stating that the St. George/Grosvenor Neighbourhood Association was founded in 1980 and has been involved, in those thirty years, with many of the projects and many forms of urban regeneration proposals that have been proposed within the community during this time; indicating that the Association is not opposed to developments within its boundaries or in other areas of the City which might impact them or their life in the City; noting that in 1985 the St. George/Grosvenor Association played a significant role in developments and the incorporation of the special provisions in the current Official Plan which guides the future development of the Grosvenor Gate lands as well as the development of the 212 Grosvenor Gate urban design guidelines; indicating that with respect to this application, the Association was apprehensive about the proponents initial development proposal with regard to its scale, massing and expression and, in particular, the organization of the building access points, primary views from the street and adjoining properties; stating that many of these same concerns were also expressed by the Urban Design Peer Review Panel and the Association fully supports the recommendations of that panel in response to the applicants Urban Design Brief; stating that the Association is also very pleased to see that the applicant has subsequently incorporated most of the panel's recommendations in their revised site plan approval application; noting that there do remain, however, some concerns, which he will bring to the Committees attention, regarding waste collection and storage, traffic, and the future intensification development proposals for the Grosvenor Lands; indicating that with respect to waste storage and collection, in the applicant's first submission they proposed a waste storage and collections facilities entirely incorporated and enclosed within the main building structure; noting that this permitted collection vehicles to enter the building for pick up and negated the need for any exterior waste storage or collection facilities; stating that the revised submission, as already noted by the applicant, provides for waste storage only within the main building and that is actually proposed beyond level two in the parking area; noting that the applicant states that waste, on those collection days, will be hauled up from the interior storage room, through two floors of parking, and out to an exterior collection area location on the east side of the apartment building; indicating that the site plan does not propose that the collection area be enclosed and it is the Associations opinion that this area will become a waste storage area, not dissimilar to those already existing on other facilities on the Grosvenor Gate lands, which are unsightly and periodically visited by the fire department to extinguish fires caused through vandalism; respectfully requesting that any approval of this project, advanced by the Committee tonight, be conditional upon the



applicant incorporating waste storage and collection facilities enclosed entirely within the main building; stating that traffic has also been a major issue for this neighbourhood; stating that the neighbourhood residents maintain that this development, especially when combined with future medium to high-density developments that are permitted on the Grosvenor lands under the current zoning by-laws, will increase traffic congestion in the neighbourhood; stating that this is a neighbourhood that already experiences an extremely high volume of cut-through traffic making its way to and from downtown and to Western University and there is significant congestion during periods, particularly when the railroad tracks at Richmond Street are blocked; indicating that, for many, it was difficult to believe that the Trip Generation figures that were quoted in the correspondence in Appendix B of this Report are realistic and that staff had neglected to take into consideration the potential for the development of other land parcels within the Grosvenor property while as many as an additional two hundred units being constructed on the Grosvenor lands, on lands owned by the current owner of 112 St. James; (*Councillor A. Hopkins – indicates that Mr. Owen is at five minutes.*); Mr. K. Owen stating that if you include this in the Trip Generation a traffic study would be required; stating that item 4.4 in the Report speaks to traffic calming measures intended to reduce vehicle speed; noting that although a speed is a concern in the neighbourhood it is not the primary issue, the volume of traffic and cut-through traffic and congestion, making it difficult for residents to complete ingress and egress moves from their property is a primary concern facing most of them; (*Councillor A. Hopkins – enquiring as to how much longer Mr. Owen will be.*); Mr. K. Owen indicating that he will need about three more minutes; (*Councillor A. Hopkins asking the Committee if they will grant an extension for Mr. Owen. Moved by Deputy Mayor Helmer and seconded by Councillor P. Squire. Granted.*); Mr. K. Owen stating that in item 4.4 of the Report it suggests traffic calming measures could be introduced to reduce vehicle speed, although speed is not the concern in the neighbourhood the volume of traffic is; indicating that the introduction of traffic calming measures in accordance with the City of London traffic calming policy may reduce the flow of traffic through the neighbourhood it does not seem to be a viable option or solution to reducing the flow of traffic; stating that he would also like to point out that the City Engineer's proposal, to increase to 300 metres, the qualifying street length for traffic calming measures is proof that at tomorrow's Civic Works Committee meeting the sections of St. James and Talbot, adjacent to this development will be ineligible for the introduction of such traffic calming measures; stating that he is very concerned about the installation of a two-way stop sign at a new intersection which is being created with this driveway being introduced as the extension of Talbot Street; noting that this intersection of this street is a very busy pedestrian access point to the Thames Valley Trail and Gibbons Park; stating that aligning the access driveway to 112 St. James Street is logical, however, creating unimpeded traffic flow northbound on Talbot into the site and out of the site south onto Talbot, east on St. James will lead to confusion, result in unnecessary property damage and, more importantly, increase the risk of personal injury; indicating that the Committee should note that Mr. Elmadhoon stated to him that southbound traffic from the development site must stop, as per the by-law, traffic should stop when changing from a private road to a public road; stating that this statement contradicts what is in the Report which said there should be a free flow of traffic southbound out of this site onto Talbot Street eastbound to St. James; stating that he respectfully requests that any proposal of this project advanced by the Committee tonight be conditional upon the installation of all-way stop signs at what will effectively be a four-way intersection when the development is completed; stating that there is a precedent already set for this at the intersection of Waterloo and Epworth, unimpeded traffic flow around this area, southbound onto Waterloo from Epworth and northbound from Waterloo onto Epworth was changed when the King's College introduced a driveway aligned with Epworth Avenue into their parking lot on the east side of Waterloo; indicating that at that time all-way stop signs were installed at that intersection, including Waterloo, Epworth and their access driveway; stating that also, in the future development of Grosvenor lands, the Report references two instances in which approved site plan control applications for the lands east of the subject property, known as 24 St. James, that approval of two 36 unit buildings has not been initiated; indicating that those proposals, which is in a development agreement today, cannot be constructed as proposed because of a provisional consent decision by the London Consent Authority on May 6, 2019, which establishes access easements over the 124 St. James property will prohibit the construction of these buildings as proposed; (*Councillor A. Hopkins requesting that Mr. Owen sum up.*); Mr. K. Owen requesting that the condition that is

attached to that provisional consent require the owners of 124 St. James to amend or deregister the existing development agreement pertaining to those properties; indicating that he respectfully requests that the Committee attach that same condition to the approval of this application that is before them tonight; thanking the Committee for their time and the extension of time; pointing out that the City has to find a better way to communicate the notification of public meetings to people who are resident tenants of properties within the community because there many more that would have been here but they did not know about this meeting.



# 112 St. James Street

St. James Development Corporation

## PROPOSAL

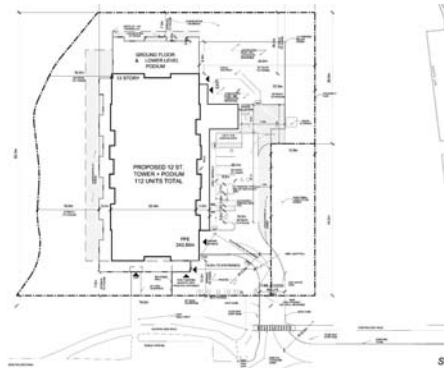
13-Storey Apartment Building with Surface and Underground parking



112 Residential Units

One, Two and Three Bedroom Units

## SITE PLAN

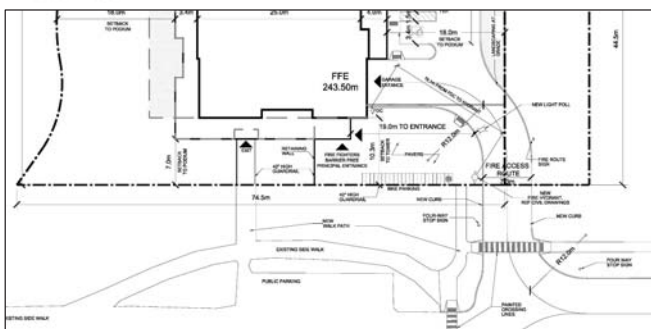


## SITE PLAN DETAILS

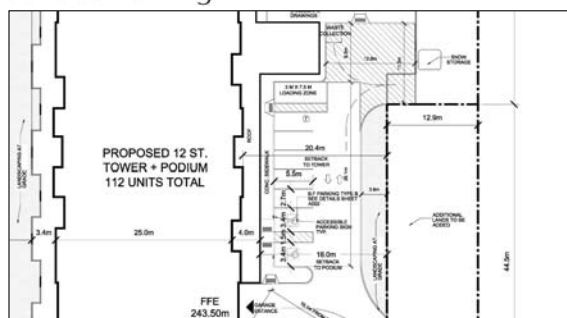
- A total of 112 residential units;
- Total of 158 parking spaces, including 7 surface parking spaces and 151 underground parking spaces;
- Two new pedestrian sidewalks are proposed;
- Private amenity space is provided to the north, east and west of the proposed building;
- Single, full-turns, access is provided from St. James Street.
- Garbage collection is provided internal to the building. Temporary waste collection area is provided to the west of the surface parking, appropriately setback and screened from the public realm

NO.	DESCRIPTION	AREA (sq. m)	REMARKS
1	PROPOSED 12 ST. JAMES ST. TOWER + PODIUM	112 UNITS TOTAL	
2	PROPOSED SURFACE PARKING	7 SPACES	
3	PROPOSED UNDERGROUND PARKING	151 SPACES	
4	PROPOSED PEDESTRIAN SIDEWALKS	2 NEW	
5	PROPOSED PRIVATE AMENITY SPACE	TO THE NORTH, EAST AND WEST	
6	PROPOSED SINGLE, FULL-TURN ACCESS	FROM ST. JAMES STREET	
7	PROPOSED GARbage COLLECTION AREA	WEST OF SURFACE PARKING	

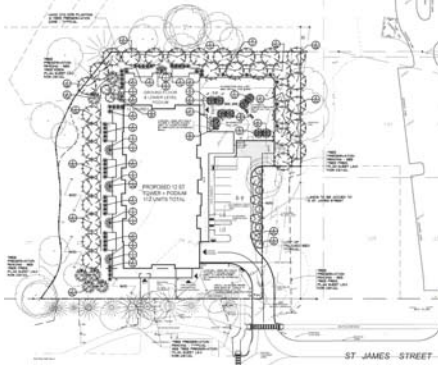
Entrance



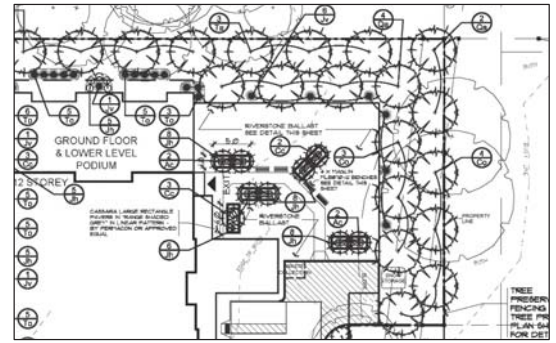
Surface Parking



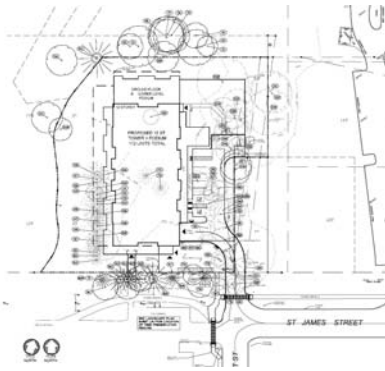
# LANDSCAPE PLAN



# Outdoor Amenity Space



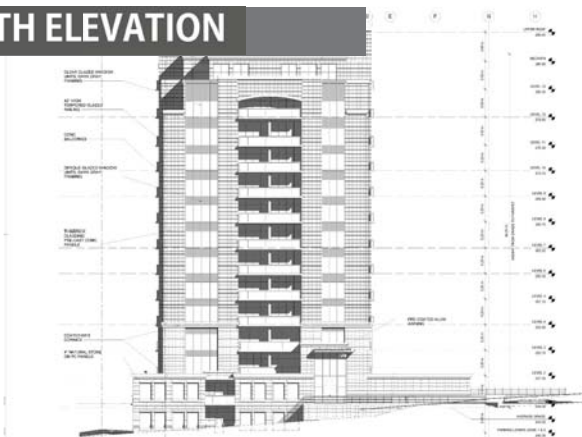
# TREE PRESERVATION PLAN



# WEST ELEVATION



# SOUTH ELEVATION

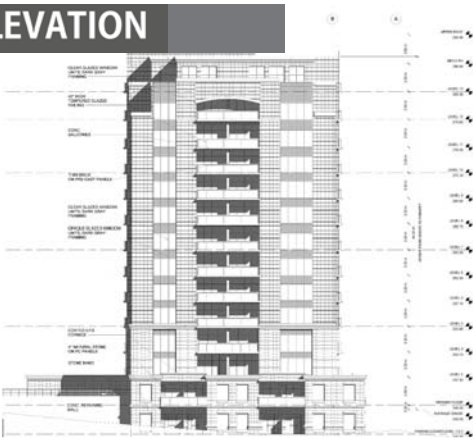


# EAST ELEVATION





**NORTH ELEVATION**



**SOUTHWEST VIEW**



**NORTHWEST VIEW**



**SOUTHEAST VIEW**



**THANK-YOU**



# Corporate Services Committee

## Report

12th Meeting of the Corporate Services Committee  
May 14, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen,  
A. Kayabaga, S. Hillier, Mayor E. Holder  
ALSO PRESENT: M. Hayward, A.L. Barbon, B. Card, I. Collins, B. Coxhead, M.  
Daley, D. Dobson, A. Hagan, K. Murray, A. Porzecanski, M.  
Ribera, C. Saunders and B. Westlake-Power

The meeting is called to order at 12:32 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

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

That items 2.1 and 2.2 BE APPROVED.

Yeas: (5): J. Morgan, J. Helmer, A. Kayabaga, S. Hillier, and E. Holder

Absent: (1): P. Van Meerbergen

**Motion Passed (5 to 0)**

#### 2.1 Print Services

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

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Director, Information Technology Services the following actions be taken with respect to the Print Services Proposal for managed print services, including multifunctional devices, legacy printers, centralized print facility and software licensing solutions:

a) the approval hereby BE GIVEN to enter into the Vendor of Record (VOR OSS-00457979), Province of Ontario Agreement (Appendix B) for a five (5) year contract (2019-2024) for Managed Print Services for the Print Fleet and into the Ontario Education Collaborative Marketplace Agreement (OECM-2018-289-04, Appendix C) for a five (5) year contract (2019-2024) for Multi-Function Devices and Related Services for the Print Room;

b) the proposed by-law appended to the staff report dated May 14, 2019 as Appendix A BE INTRODUCED at the Municipal Council meeting of Tuesday, May 21, 2019 to:

i) approve the "Master Agreement Adoption Agreement" and "Client-Supplier Agreement" with Ricoh Canada Inc. for Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room, respectively;

- ii) authorize the Mayor and City Clerk to execute the Agreement; and,
- iii) approve Ricoh Canada Inc. as a Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room for the City of London;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this matter;
- d) the Information Technology Services BE AUTHORIZED to increase or decrease the quantity of machines and related supplies and services based on terms and conditions established in the contract, coincident with the needs of the various departments in future as numbers of users change due to increase in staff, relocation of work units or copy requirements change and subject to budget availability;
- e) the approval hereby given BE CONDITIONAL upon the Corporation negotiating terms and conditions with vendor to the satisfaction of both the City Treasurer and the Director, Information Technology Services; and,
- f) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

**Motion Passed**

## 2.2 Annual Meeting Calendar

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

That, on the recommendation of the City Clerk, the following actions be taken with respect to the annual meeting calendar:

- a) the annual meeting calendar for the period January 1, 2020 to December 31, 2020 attached as Appendix "A" to the staff report dated May 14, 2019 BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation; and,
- b) subject to the approval of a) above, the City Clerk BE DIRECTED to bring forward to a future Public Participation Meeting before the Corporate Services Committee required amendments to the Council Procedure By-law to implement the proposed changes to current meetings times of standing committees as noted in the annual meeting calendar.

**Motion Passed**

### 3. Scheduled Items

None.

### 4. Items for Direction

None.

### 5. Deferred Matters/Additional Business

None.



**6. Confidential (Enclosed for Members only.)**

6.1 Labour Relations/Employee Negotiations

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

That the Corporate Services Committee convene, In Closed Session, at 12:36 PM, for the purpose of considering a matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation.

Yeas: (5): J. Morgan, J. Helmer, A. Kayabaga, S. Hillier, and E. Holder

Absent: (1): P. Van Meerbergen

**Motion Passed (5 to 0)**

The Corporate Services Committee convened, In Closed Session, from 12:36 PM to 12:42 PM.

**7. Adjournment**

The meeting adjourned at 12:42 PM.

# Civic Works Committee

## Report

9th Meeting of the Civic Works Committee  
May 14, 2019

PRESENT: Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman, E. Pelozo, Mayor E. Holder  
ALSO PRESENT: Councillors M. Cassidy, J. Helmer and A. Hopkins; G. Dales, A. Dunbar, J. Fleming, G. Gauld, S. King, A. MacPherson, D. MacRae, S. Maguire, S. Mathers, R. Pedlow, D. Popadic, A. Rammeloo, P. Shack, S. Spring, J. Stanford and B. Westlake-Power

The meeting was called to order at 4:00 PM

**1. Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

**2. Consent**

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

That all items except items 2.6, 2.7 and 2.10, BE APPROVED.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Pelozo

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**2.1 5th Report of the Cycling Advisory Committee**

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

That it BE NOTED that the 5th Report of the Cycling Advisory Committee, from its meeting held on April 17, 2019, was received.

**Motion Passed**

**2.2 4th Report of the Transportation Advisory Committee**

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

That it BE NOTED that the 4th Report of the Transportation Advisory Committee, from its meeting held on April 23, 2019, was received.

**Motion Passed**

**2.3 1st Report of the Waste Management Working Group**

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

That it BE NOTED that the 1st Report of the Waste Management Working Group, from its meeting held on April 18, 2019, was received.

**Motion Passed**

2.4 Contract Award - Tender No. 19-27 - Thames Valley Parkway North Branch Connection (Richmond Street to Adelaide Street)

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Thames Valley Parkway North Branch Connection project:

- a) the bid submitted by J-AAR Excavating Limited at its submitted tendered price of \$6,277,802.15 (excluding HST), for above-noted project BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of six (6) bids received and meets the City's specifications and requirements in all areas;
- b) additional fees for Stage 3 and Stage 4 Archaeological Investigation work to be completed by Dillon Consulting Limited in the amount of \$75,000 (excluding HST) BE APPROVED; it being noted that this work is required under the Ontario Heritage Act;
- c) Dillon Consulting Limited, be authorized to carry out the resident inspection and contract administration in the amount of \$475,635 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated May 14, 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 for the material to be supplied and the work to be done relating to this project (Tender 19-27); 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**

2.5 New Traffic Signals

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Traffic Signal Warrant process:

- a) the enhancements to the traffic control assessment process as outlined in the staff report dated May 14, 2019 BE ENDORSED;
- b) the installation of the following traffic signals BE APPROVED:
  - i. Blackwater Road and Adelaide Street North;
  - ii. Oxford Street West and Riverbend Road;
  - iii. Riverside Drive at Beaverbrook Avenue; and,

- iv. Wilton Grove Road and Commerce Road;
- c) the installation of the following pedestrian signals BE APPROVED:
  - i. Fanshawe Park Road East at Fremont Avenue; and,
  - ii. Richmond Street near Westchester Road; and,
- d) the proposed by-law related to the above-noted signals and as appended to the staff report dated May 14, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 21, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T07)

**Motion Passed**

2.8 Assignment Award for RFP 19-19 - 2019 Sanitary Siphon and Trunk Sanitary Sewer Inspection

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of a contract for engineering and inspection services for the 2019 Sanitary Siphon and Trunk Sanitary Sewer Inspection Project:

- a) the proposal submitted by Andrews Infrastructure, at its submitted price of \$123,227.50, including 10% contingency, (excluding HST) BE ACCEPTED; it being noted this bid is being reported as an irregular bid per the Procurement of Goods and Services Policy, Section 19.4 b) and c), only one (1) bid was received for this RFP;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated May 14, 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 work to be completed; 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**

2.9 Additional Short-Term Contract Amendment for Recycling Services

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the provision of curbside collection and Material Recovery Facility Operations services provided by Miller Waste Systems Inc.:

- a) the previously approved action taken by the Managing Director, Environmental & Engineering Services and City Engineer with the support of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and in accordance with Procurement of Goods and

Services Policy, Section 4.3 d. continue to BE RECOGNIZED; it being noted that the action taken continues to be in the best financial interest of The Corporation of the City of London;

b) the extension of the contracts with Miller Waste Systems Inc. for the collection of recyclables in London and the collection of garbage and yard materials in the southwest portion of the city, including Lambeth, Riverbend and Settlement Trail, and Material Recovery Facility operations, to be increased by two (2) months plus two (2), one month extensions at the sole discretion of the City, from May 1, 2020 to August 30, 2020, at the same amount of \$92,250 per month (excluding HST) with a net cost to the City of London equal to \$50,570 per month (excluding HST) in accordance with Procurement of Goods and Services Policy, Section 20.3 e)i. BE APPROVED; and,

c) the Civic Administration BE AUTHORIZED to undertake final negotiations on the monthly service fee and all administrative acts that are necessary in connection with the staff report dated May 14, 2019 and the Agreements referenced therein. (2019-E07)

### **Motion Passed**

#### 2.11 Contract Award - Tender RFT 19-60 - Wilton Grove Road Reconstruction

Moved by: E. Pelosa

Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contracts for Wilton Grove Road Reconstruction:

a) the bid submitted by Bre-Ex Construction Inc., 247 Exeter Road, London, ON, N6L 1A5, at its tendered price of \$10,948,755.77 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc., was the lowest of four bids received and meets the City's specifications and requirements in all areas;

b) Parsons Corporation BE APPOINTED Consulting Engineers to complete the construction administration and supervision for Wilton Grove Road Reconstruction in accordance with the estimate, on file, at an upset amount of \$743,006 (excluding HST), and in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated May 14, 2019;

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

e) the approvals 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 19-60); and,

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

### **Motion Passed**

## 2.6 Area Speed Limit

That the following actions be taken with respect to the Area Speed Limits:

- a) the Civic Administration BE DIRECTED to consult with the Transportation Advisory Committee, the Community Safety and Crime Prevention Advisory Committee and others with respect to the development of an Area Speed Limit Policy;
- b) a public participation meeting BE HELD before the Civic Works Committee, after the above-noted input has been received; and,
- c) the Civic Administration BE REQUESTED to also report back at a future meeting of the Civic Works Committee, no later than the end of Q3 of 2019, with respect to enacting tools now provided by the Province through Bill 65, specifically:
  - i) reducing the speed limit in community safety zones in order to improve pedestrian safety;
  - ii) increasing fines for speeding in school zones and community safety zones;
  - iii) implementing Automated Speed Enforcement systems in school zones and community safety zones;

it being noted a submission from Councillor M. Cassidy, with respect to this matter, was received. (2019-T07/T08)

Voting Record:

Moved by: S. Lewis

Seconded by: E. Pelosa

That, the Civic Administration BE REQUESTED to report back at a future meeting of the Civic Works Committee no later than the end of Q3 of 2019 with respect to enacting tools now provided by the Province through Bill 65, specifically:

- a) reducing the speed limit in community safety zones in order to improve pedestrian safety;
- b) increasing fines for speeding in school zones and community safety zones;
- c) implementing Automated Speed Enforcement systems in school zones and community safety zones.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Pelosa

Nays: (1): E. Holder

**Motion Passed (5 to 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 Area Speed Limits:

- a) the Civic Administration BE DIRECTED to consult with the Transportation Advisory Committee, the Community Safety and Crime Prevention Advisory Committee and others with respect to the development of an Area Speed Limit Policy; and,

b) a public participation meeting BE HELD before the Civic Works Committee, after the above-noted input has been received. (2019-T07/T08)

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

**Motion Passed (6 to 0)**

## 2.7 Traffic Calming Procedures

Moved by: S. Lewis

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the Traffic Calming Practices and Procedures for Existing Neighbourhood Update BE RECEIVED for information. (2019-T08)

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

**Motion Passed (6 to 0)**

## 2.10 Greenway Wastewater Treatment Plant Organic Rankine Cycle Equipment Installation Budget Allocation

Moved by: S. Lehman

Seconded by: M. van Holst

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the installation of an Organic Rankine Cycle system (ORC) at Greenway Wastewater Treatment Plant:

a) a capital project BE APPROVED to undertake contract administration and construction of the Organic Rankine Cycle system at Greenway Wastewater Treatment Plant in the total amount of \$11,000,000;

b) the value of the total engineering consulting fees for GHD Limited BE INCREASED by \$900,000.00 (excluding HST) to \$1,707,515.50 including contingency, to cover contract administration services for the installation of the Organic Rankine Cycle system at Greenway Wastewater Treatment Plant; and,

c) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated May 14, 2019. (2019-E03)

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

**Motion Passed (6 to 0)**

## 3. Scheduled Items

### 3.1 One River Master Plan Environmental Assessment - Notice of Completion

The following actions be taken with respect to the One River Master Plan Environmental Assessment:

a) the preferred Alternative 3, as outlined in the staff report dated May 14, 2019, for the One River Master Plan BE ACCEPTED in accordance with the Master Plan Environmental Assessment process requirements;



- b) the preferred Alternative 2, as outlined in the above-noted staff report for the decommissioning of Springbank Dam BE ACCEPTED in accordance with the Schedule B Municipal Class Environmental Assessment process requirements;
- c) the following actions be taken with respect to preferred Alternative 2, for the Back to the River inaugural project as outlined in the above-noted:
  - i) the Alternative 2 for the Back to the River inaugural project at the Forks of the Thames, BE ACCEPTED; and,
  - ii) the Civic Administration BE DIRECTED to develop an additional business plan for the multi-year budget process that removes the suspension bridge project (included in the above-noted Alternative 2) from any further planning, development or funding;
- d) a Notice of Completion BE FILED with the Municipal Clerk; and,
- e) the One River Master Plan Environmental Assessment project file BE PLACED on public record for a 30-day review period;

it being noted that the pace for advancing the projects recommended through this Environmental Assessment will be addressed through existing programs and budgets and Council's decisions through the upcoming 2020-2024 Multi-year Budget process;

it being noted that the attached presentation from A. Rammeloo, Division Manager, Engineering, a verbal delegation from R. Huber and submissions from the London Community Foundation and C. Butler, appended to the staff report dated May 14, 2019, with respect to this matter, was received. (2019-E21)

Voting Record:

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

That R. Huber BE GRANTED delegation status with respect to the One River Master Plan Environmental Assessment-Notice of Completion.

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Pelosa, and E. Holder

**Motion Passed (6 to 0)**

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

- c) the following actions be taken with respect to preferred Alternative 2, Back to the River as outlined in the staff report dated May 14, 2019:
  - i) the Alternative 2 for the Back to the River inaugural project at the Forks of the Thames, as included in the staff report dated May 14, 2019 BE ACCEPTED; and,
  - ii) the Civic Administration BE DIRECTED to develop an additional business plan for the multi-year budget process that removes the suspension bridge project (included in the above-noted Alternative 2) from any further planning, development or funding

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Pelosa

Nays: (1): E. Holder

**Motion Passed (5 to 1)**

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

part a) the following action be taken with respect to the preferred Alternative 3 for the One River Master Plan:

i) the above-noted alternative BE ACCEPTED in accordance with the Master Plan Environmental Assessment process requirements;

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and E. Pelozza

Nays: (2): S. Lehman, and E. Holder

**Motion Passed (4 to 2)**

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

part a)

ii) the Civic Administration BE DIRECTED to bring forward, as part of the multi-year budget process, an additional business case(s) that will provide for options related to full removal or partial removal related to the Springbank Dam

Yeas: (3): P. Squire, S. Lewis, and E. Pelozza

Nays: (3): M. van Holst, S. Lehman, and E. Holder

**Motion Failed (3 to 3)**

Moved by: E. Holder  
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 One River Master Plan Environmental Assessment:

b) the preferred Alternative 2 for the decommissioning of Springbank Dam BE ACCEPTED in accordance with the Schedule B Municipal Class Environmental Assessment process requirements;

d) a Notice of Completion BE FILED with the Municipal Clerk;

e) the One River Master Plan Environmental Assessment project file BE PLACED on public record for a 30-day review period; and,

it being noted that the pace for advancing the projects recommended through this Environmental Assessment will be addressed through existing programs and budgets and Council's decisions through the upcoming 2020-2024 Multi-year Budget process. (2019-E21)

Yeas: (6): P. Squire, M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

**Motion Passed (6 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: S. Lehman

That the Deferred Matters List as of May 6, 2019, BE RECEIVED.

Yeas: (5): P. Squire, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

Absent: (1): M. van Holst

**Motion Passed (5 to 0)**

**6. Adjournment**

The meeting adjourned at 6:56 PM.



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


# One River Master Plan Environmental Assessment

Ashley M. Rammeloo, MMSc., P.Eng.


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



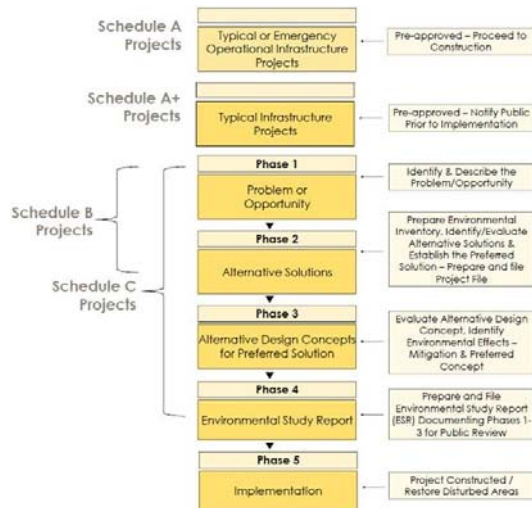
## One River Master Plan



- Study Process
- Preferred Alternatives
- Next Steps



## Environmental Assessment Process



- Required to construct major public works
- The direction of the process is set by the Problem/Opportunity Statement and Terms of Reference
- A preferred solution is selected using a transparent and objective process
- Can be amended if necessary and provides flexibility in future project implementation
- Does not bind future decisions of Council, including whether or not to construct some or all of a project



## Problem/Opportunity Statement



*“The river that flows through London’s downtown has many names:*

- *Deshkan Ziibiing (known to the Anishnaabeg and Lenape of the Great Lakes);*
- *Kahwy`hatati (ONYOTA:KA); and,*
- *The Thames (John Graves Simcoe)*

*This river is both our inheritance and our living legacy. It is our collective responsibility to maintain and enhance this shared natural, cultural recreational and aesthetic resource. The One River Master Plan Environmental Assessment will consider the area historically influenced by the Springbank Dam and will provide a plan that coordinates critical infrastructure projects in ways that improve the overall health of the river, identifies and creates an understanding of potential impacts these projects may have on downstream communities, species at risk and/or endangered species and where possible avoids them and respects the vision of Back to the River’s “The Ribbon of the Thames” concept plan. This study, in the context of many other ongoing initiatives, will preserve for future generations this valuable resource and allow people of all abilities to enjoy and access this designated Canadian Heritage River.”*



## One River Master Plan EA



## One River, Three Streams



**River Management Strategy**

Master Plan level



**Springbank Dam Decommissioning**

Schedule B EA



**Forks of the Thames Design Elements**

Schedule B EA





## Public Engagement



- Pop-up events
- Online Surveys
- Three Public Information Centres
- Stakeholder meetings
- Agency Advisory Committee



## First Nations Engagement



- Public Information Centres held in nearby First Nations communities at each stage of the study
- Presentations given to representatives of Walpole Island First Nation and Aamjiwnaang
- A monitor from Chippewas of the Thames First Nation was present at the Stage II Archaeological test pits



## Evaluation Criteria



### Natural Environment

- Water quality, geomorphology, Species at Risk, terrestrial habitat, aquatic habitat, groundwater and surface water interactions

### Social/Cultural Environment

- Cultural heritage, public health & safety, boating recreation, fishing recreation, land-based recreation, shoreline accessibility, aesthetics, First Nations concerns, urban revitalization

### Technical and Economic

- Flood hazard impact, carbon footprint, constructability, approvability, operations & maintenance, compatibility with existing and planned infrastructure projects, capital cost



## Springbank Dam Alternatives



- **Do Nothing**  
Dam is left as-is
- **Partial Removal**  
Some components, including the steel gates are removed. Cannot function as a dam. Could be repurposed.
- **Full Removal**  
Dam is completely removed including the concrete superstructure



## Recommended: Partial Removal

- Opportunity to mitigate some of the environmental impacts of the dam structure through removal of gates
- Includes shoreline remediation
- Potential to repurpose the structure for its remaining life
- Cost is compatible with existing budget (\$1M - \$4M)
- Long term removal plan can be included in future budgets



## Back to the River: Forks of the Thames



## Forks of the Thames Alternatives



## Forks of the Thames Design Preferred Alternative







## River Management Strategies

- Alternative 1: Do Nothing; Existing Conditions Remain
- Alternative 2: Naturalize River Corridor
- Alternative 3: Strategic Access
- Alternative 4: Enhanced River Corridor Active Use and Access



## Recommended: Alternative 3



## Recommendations for Implementation



- Some projects can proceed with little or no further study work including improving existing boat and fishing access points, removal of invasive species, and repair of existing storm sewer outlets
- Some projects would require Schedule B EA work, such as new access points, bank stabilization, and erosion control.



## Next Steps – EA Process



- Notice of Completion
- 30 Day Public Review Period
- Submission to Ministry of Environment, Conservation, and Parks for Minister Approval





## Next Steps – Individual Projects



### Springbank Dam

- Consultant assignment for detailed removals plan, tender, and construction

### Forks of the Thames

- To be considered as part of the multi-year budget; all components ready to move to detailed design as per Council direction

### River Management Strategies

- Projects that fall under existing programs and funding may proceed to Schedule B EA work, or design and construction
- Projects that require new funding to be considered through multi-year budget process



## Questions?



## Springbank Dam Scoring



Criteria Category	1: Do Nothing	2: Partial Removal	3: Full Removal
Natural Environment	2.8	3.7	4.8
Social/Cultural Environment	3.0	4.1	3.9
Technical and Economic	4.3	4.2	2.7
<b>Total</b>	<b>3.4</b>	<b>4.0</b>	<b>3.8</b>



## Springbank Dam Cost Estimates



### Do Nothing

Basic repairs required for safety \$408,000

### Partial Removal

Basic repairs; removal of hydraulics, gates, controls building, and pumps; shoreline remediation \$2,236,000

### Full Removal

\$5,613,000





# Forks of the Thames Evaluation

Criteria Category	Natural Environment	Social/Cultural Environment	Technical and Economic	Total Score
Do Nothing	2.7	2.3	3.7	2.9
1: Walkway with Piers in River	1.7	3.6	2.0	2.4
2: Suspended Walkway	2.7	4.0	2.7	<b>3.1</b>
3: Bridge Extension	3.0	2.9	2.2	2.7
4: Land Based Walkway	2.7	3.1	2.8	2.9
1: Terrace - Hardscape	2.0	4.1	2.3	2.8
2: Terrace - Softscape	3.2	4.0	3.1	<b>3.4</b>



# Forks of the Thames – Cost Estimate



## Order of Magnitude Cost Analysis

(Preliminary Design Estimate)

	Low Range	High Range
<b>Ribbon Overlook</b>	\$ 4,870,000	
General Requirements 15%	\$ 730,000	
Construction Fee 5%	\$ 245,000	
Consultant Fees 15%	\$ 730,000	
Estimating Contingency 15%	\$ 730,000	
Contingency Allowance 20%	\$ 0	\$ 970,000
<b>Ribbon Overlook Total</b>	<b>\$ 7,300,000</b>	<b>\$ 8,270,000</b>
<b>Site Development</b>		
Demolition	\$ 17,000	
Excavation, Earthwork, Grading	\$ 244,300	
Paving	\$ 301,290	
Walls and Steps	\$ 970,250	
Planting/ slope stabilization	\$ 74,200	
Site Furnishings	\$ 177,500	
Misc. Site Development allowance	\$ 100,000	
Protect in Place: Sewers, Trees, Lawn, One Dundas	\$ 97,000	
Irrigation allowance	\$ 100,000	
Lighting allowance	\$ 205,000	
Site Development Sub-Total	\$ 2,431,500	
General Requirements 15%	\$ 364,700	
Construction Fee 5%	\$ 121,500	
Consultant Fees 15%	\$ 364,700	
Estimating Contingency 15%	\$ 364,700	
Contingency Allowance 20%	\$ 0	\$ 486,300
<b>Site Development Total</b>	<b>\$ 3,647,100</b>	<b>\$ 4,133,400</b>



View From Upper Plaza



Table 1: Score Summary by Category – River Management

## Evaluation of Alternatives



Criteria Category	1: Existing Conditions	2: Naturalized River Corridor	3: Strategic Use and Access	4: Enhanced Use and Access
Natural Environment	2.7	4.5	3.8	2.2
Social/Cultural Environment	1.9	3.1	4.3	4.4
Technical and Economic	3.3	3.4	3.4	2.9
<b>Total Score</b>	<b>2.6</b>	<b>3.7</b>	<b>3.8</b>	<b>3.1</b>

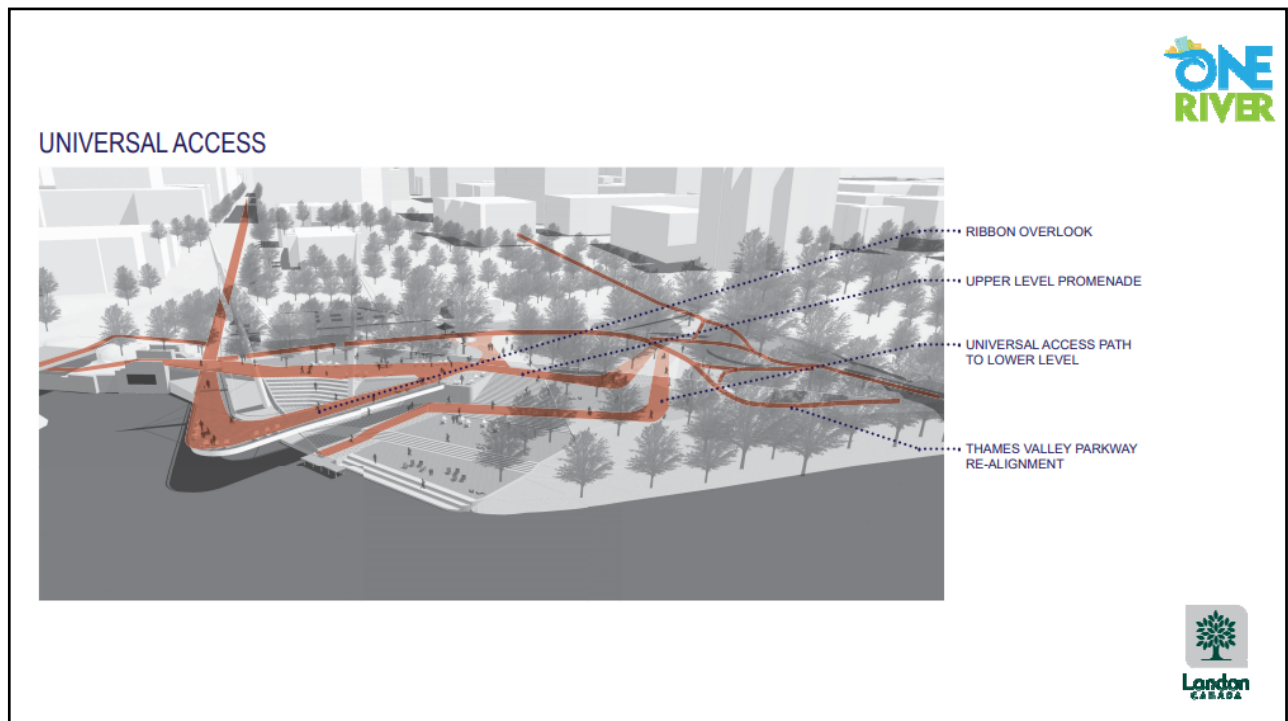


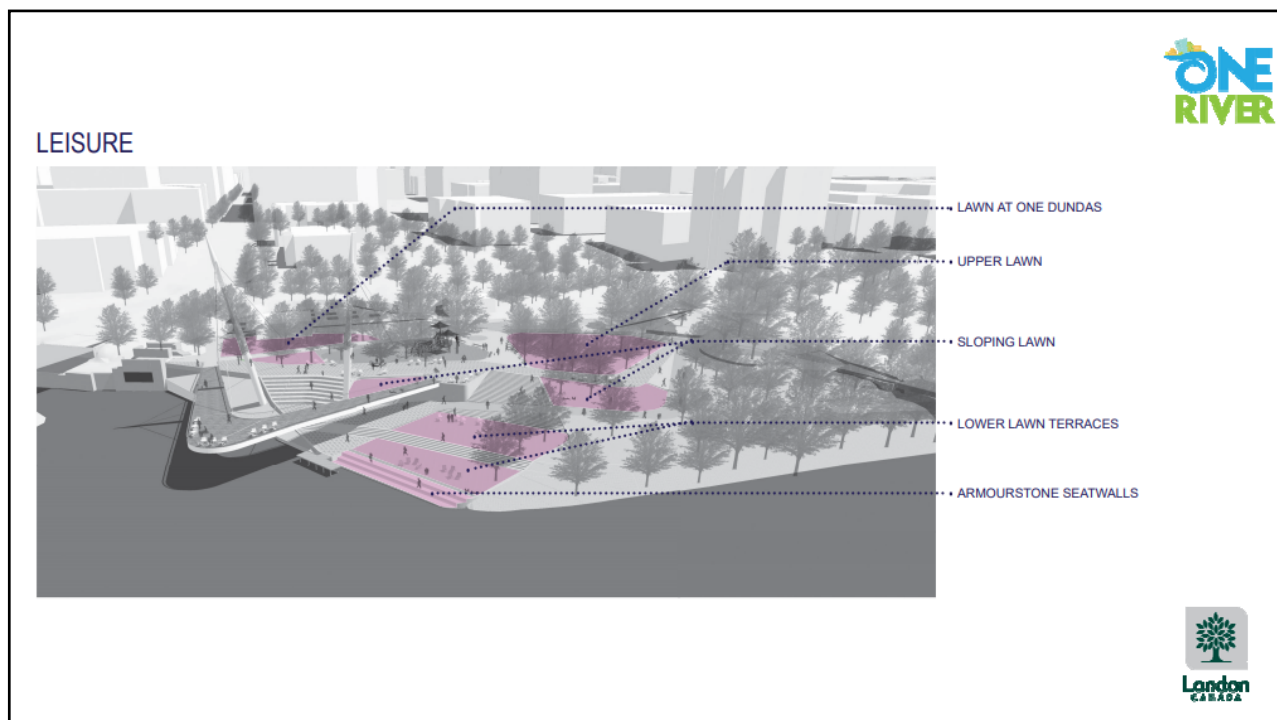
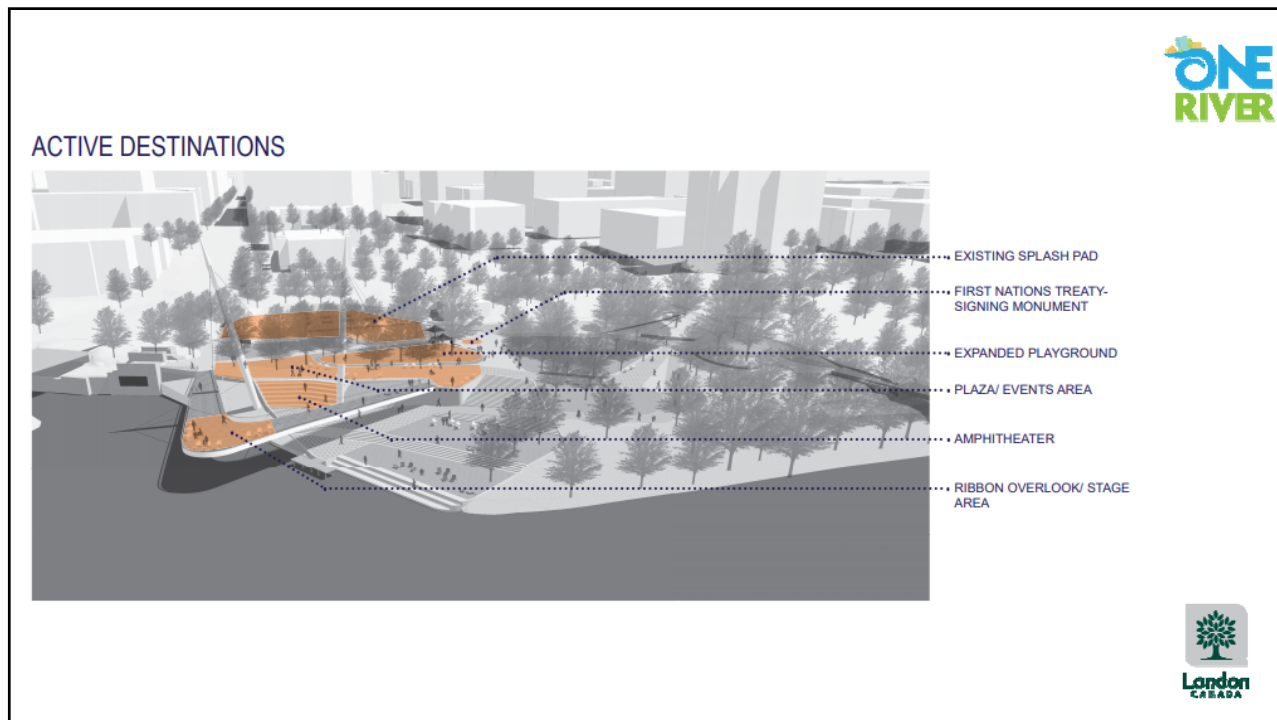
## Archaeological Assessments



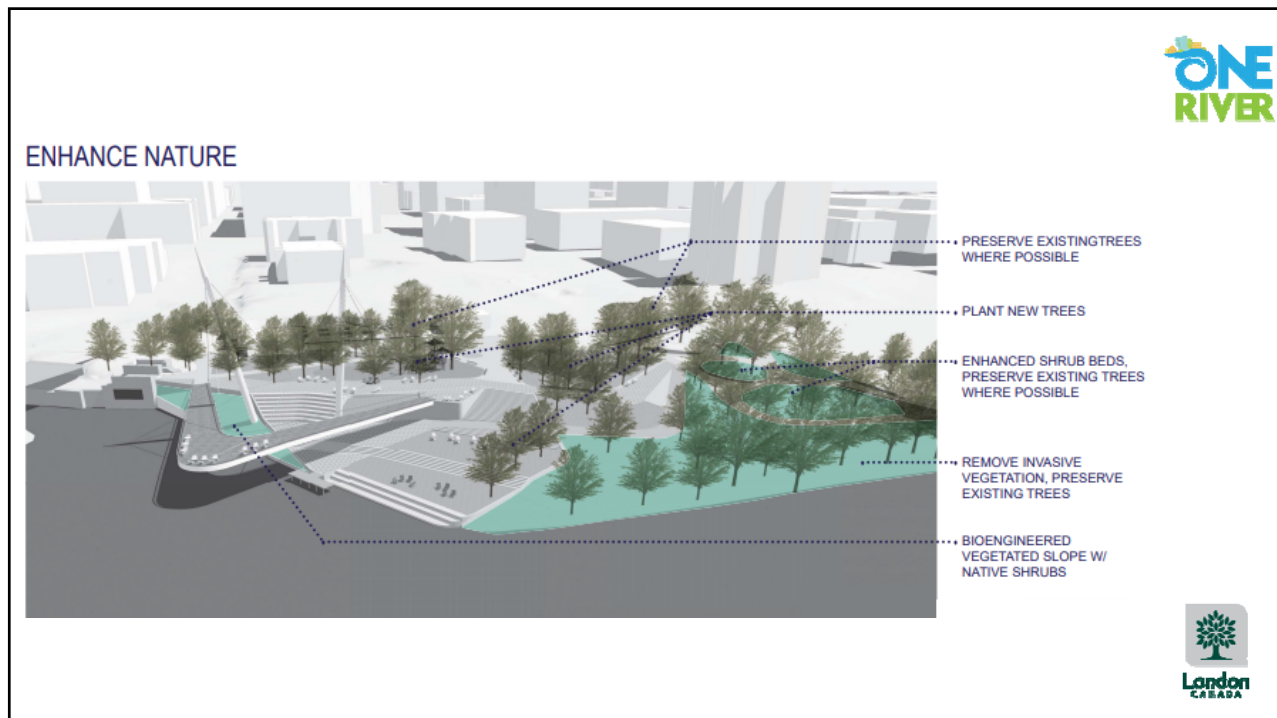
- Stage II assessments completed including hand dug test pits at both sites; COTTFN monitor was on site
- Indigenous artifacts were recovered from a location near Springbank Dam. A Stage 3 site specific assessment will be required. Mitigation measures will be in place during construction.
- There were no findings at the Forks. Construction monitoring will be required if excavation exceeds certain depths.











# Strategic Priorities and Policy Committee

## Report

13th Meeting of the Strategic Priorities and Policy Committee  
May 6, 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. Pelozo, A. Kayabaga, S. Hillier

ALSO PRESENT: M. Hayward, A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, A. Dunbar, K. Edwards, M. Galczynski, C. Green, G. Kotsifas, D. MacRae, S. Mathers, J. Millson, K. Murray, B. O'Hagan, M. Ribera, C. Saunders, J. Senese, C. Smith, 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 no pecuniary interests were disclosed.

### 2. Consent

#### 2.1 TechAlliance 2019-2023 Grant

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

That, on the recommendation of the City Manager, the by-law appended to the staff report dated May 6, 2019 as Appendix A, BE INTRODUCED at the Municipal Council meeting of May 21, 2019 to:

- a) approve a grant Agreement with the TechAlliance of Southwestern Ontario from 2019 to 2023; and
- b) authorize the Mayor and Clerk to sign the above-noted Agreement;

it being noted that D. Ciccarelli, Board Chair, Tech Alliance provided a verbal presentation 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, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (1): S. Lehman

**Motion Passed (14 to 1)**

#### 2.2 Small Business Centre 2019-2023 Grant

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

That, on the recommendation of the City Manager, the by-law appended to the staff report dated May 6, 2019 as Appendix A, BE INTRODUCED at the Municipal Council meeting of May 21, 2019 to:

- a) approve a grant Agreement with the London Community Small Business Centre from 2019 to 2023; and,

- b) authorize the Mayor and Clerk to sign the Agreement.

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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

2.3 Approval of the 2019 Development Charges By-law and Background Study

Moved by: A. Hopkins

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, with the concurrence of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the following actions be taken:

a) the 2019 Development Charges Background Study BE APPROVED;

b) the proposed 2019 Development Charges By-law (appended to the staff report dated May 6, 2019 as Appendix B) BE INTRODUCED at the meeting of Municipal Council to be held on May 21, 2019, to come into force and effect on August 4, 2019; it being noted that By-law C.P.-1496-244 (as amended), being the City's existing Development Charges By-law, will expire coincidental with the coming into force of the new by-law which incorporates the new Development Charge rates identified in Schedule 1 of the proposed 2019 Development Charges By-law;

c) the intention to meet the capital project needs of growth, as listed in the rate calculations contained in Appendices "B" through "M" of the 2019 Development Charges Background Study BE CONFIRMED in accordance with the *Development Charges Act*, it being noted that further review will be undertaken through the annual Capital Budget process;

d) in accordance with Section 5(1)5 of the *Development Charges Act*, it BE CONFIRMED that the Municipal Council has expressed its intention that excess capacity of the works identified in the 2019 Development Charges Background Study be paid for by Development Charges; and

e) it BE CONFIRMED that the Municipal Council has determined that no further public meeting is required pursuant to Section 12 of the *Development Charges Act*;

it being noted that the Strategic Priorities and Policy Committee heard a verbal presentation from M. Wallace, London Development Institute 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Voting Record:

Moved by: S. Lewis

Seconded by: M. van Holst

That the delegation request from London Development Institute BE APPROVED to be heard at this meeting.

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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**3. Scheduled Items**

None

**4. Items for Direction**

4.1 2020-2023 Multi-Year Budget

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 2020-2023 Multi-Year Budget:

a) the Multi-Year Budget Policy (attached to the staff report dated May 6, 2019 as Appendix A) BE RECEIVED for information; it being noted that the Civic Administration is not recommending any revisions to the Policy;

b) a 2020-2023 total, average annual tax levy increase of approximately 2.7% BE ENDORSED for planning purposes; it being noted that this is intended to address costs of maintaining existing service levels (estimated to be 2.2% per year) and provide some additional funding for prioritized additional investments over the 2020-2023 period; it being further noted that the 2020-2023 Multi-Year Budget will determine the pace of implementation of the 2019-2023 Strategic Plan and that to fully implement the additional investments identified in the 2019-2023 Strategic Plan within the next four years, an average annual tax levy increase in excess of 3.2% would be required;

c) the 2020-2023 Multi-Year Budget timetable (attached to the staff report dated May 6, 2019 as Appendix B) BE RECEIVED for information; it being noted that the tabling of the 2020-2023 Multi-Year Budget has been set for December 9, 2019 at the Strategic Priorities and Policy Committee meeting;

d) the preliminary public engagement plan (attached to the staff report dated May 6, 2019 as Appendix C) for the 2020-2023 Multi-Year Budget BE ENDORSED; it being noted that enhanced public engagement has been incorporated into the 2020-2023 Multi-Year Budget timetable noted above;

e) the City's service review program, including, among others, zero-based budget reviews, asset reviews, and program reviews aimed at identifying savings in service delivery BE CONTINUED through the 2020-2023 Multi-Year Budget period; and,

f) that the matter of service reviews for specific service areas BE ADDED to a future agenda of the Strategic Priorities and Policy Committee (SPPC) in order for the SPPC to provide direction to the Civic Administration for additional reviews that may be undertaken;

it being noted that the Strategic Priorities and Policy Committee received the attached presentation from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with respect to this matter.

Voting Record:

Moved by: A. Kayabaga  
Seconded by: P. Squire

Add a new part f) to read as follows:

“f) that the matter of service reviews for specific service areas BE ADDED to a future agenda of the Strategic Priorities and Policy Committee (SPPC) in order for the SPPC to provide direction to the Civic Administration for additional reviews that may be undertaken.”

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (3): M. Salih, J. Helmer, and S. Turner

**Motion Passed (12 to 3)**

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

That parts a), c), d) and e) BE APPROVED:

“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 2020-2023 Multi-Year Budget:

a) the Multi-Year Budget Policy (attached to the staff report dated May 6, 2019 as Appendix A) BE RECEIVED for information; it being noted that the Civic Administration is not recommending any revisions to the policy;

c) the 2020-2023 Multi-Year Budget timetable (attached to the staff report dated May 6, 2019 as Appendix B) BE RECEIVED for information; it being noted that the tabling of the 2020-2023 Multi-Year Budget has been set for December 9, 2019 at the Strategic Priorities and Policy Committee meeting;

d) the preliminary public engagement plan (attached to the staff report dated May 6, 2019 as Appendix C) for the 2020-2023 Multi-Year Budget BE ENDORSED; it being noted that enhanced public engagement has been incorporated into the 2020-2023 Multi-Year Budget timetable noted above; and,

e) the City’s service review program, including, among others, zero-based budget reviews, asset reviews, and program reviews aimed at identifying savings in service delivery BE CONTINUED through the 2020-2023 Multi-Year Budget period.”

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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

That part b), BE APPROVED:

“b) a 2020-2023 total, average annual tax levy increase of approximately 2.7% BE ENDORSED for planning purposes; it being noted

that this is intended to address costs of maintaining existing service levels (estimated to be 2.2% per year) and provide some additional funding for prioritized additional investments over the 2020-2023 period; it being further noted that the 2020-2023 Multi-Year Budget will determine the pace of implementation of the 2019-2023 Strategic Plan and that to fully implement the additional investments identified in the 2019-2023 Strategic Plan within the next four years, an average annual tax levy increase in excess of 3.2% would be required;"

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

Nays: (3): P. Squire, P. Van Meerbergen, and S. Hillier

**Motion Passed (12 to 3)**

#### 4.2 Appointments/Affirmations of London Hydro's Board of Directors

That the following actions be taken with respect to appointments/affirmations of London Hydro's Board of Directors:

- a) the City Clerk BE DIRECTED to undertake the recruitment of applicants for appointment to the London Hydro Board vacancies; and,
- b) the communication dated April 12, 2019 from G. Valente, Chair, London Hydro Board of Directors, with respect to appointments/affirmations of London Hydro's Board of Directors BE RECEIVED.

Voting Record:

Moved by: S. Lewis

Seconded by: S. Hillier

That the City Clerk BE DIRECTED to recruit for applicants for the vacancy on the London Hydro Board of Directors, created with the retirement of Mohan Mathur; it being noted that the Strategic Priorities and Policy Committee received a communication dated April 12, 2019 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Lewis

Seconded by: A. Kayabaga

The City Clerk BE DIRECTED to undertake the recruitment of applicants for the London Hydro Board vacancies.

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

Nays: (1): J. Helmer

**Motion Passed (14 to 1)**

#### 5. Deferred Matters/Additional Business

None.

#### 6. Adjournment

The meeting adjourned at 6:50 PM.





# 2020-2023 Multi-Year Budget

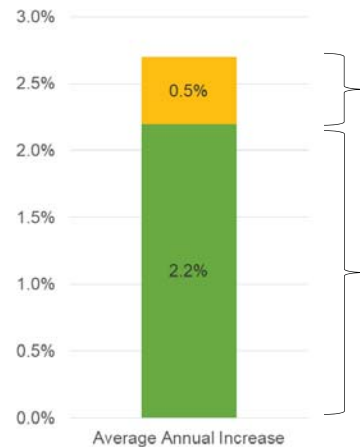
## Target Setting

May 6, 2019

london.ca



## Components of Proposed Multi-Year Budget Target



Additional funding for investment in Council's priorities

Estimated costs to maintain existing service levels

- Inflationary pressures
- Flow through of Council additions to service

Each 1% represents approx. \$30/year to the average taxpayer



# Linking the Strategic Plan to the Multi-Year Budget

### Council's 2019-2023 Strategic Plan

- Approved by Council on April 23, 2019
- Establishes Council's priorities for the next 4 years
- Many strategies can be accomplished within existing funding
- Some strategies require additional funding to fully implement

Sets the Direction

### 2020-2023 Multi-Year Budget Target Setting Report

- Strategic Priorities and Policies Committee – May 6, 2019
- Provides direction to Civic Administration regarding Council's acceptable tax levy increase to guide budget development

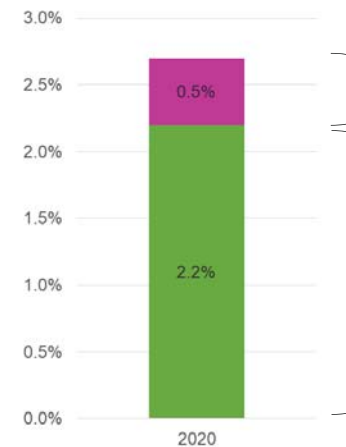
Determines Pace of Implementation

### 2020-2023 Multi-Year Budget

- Provides funding to maintain existing service levels & some additional funding for priorities outlined in the Strategic Plan
- Determines the pace of implementation of the Strategic Plan based on available funding
- To be tabled December 9, 2019 at Strategic Priorities & Policy Committee



## Budget Targets will be further Pressured by External Factors



Currently known impacts as a result of 2019 provincial budget; **will restrict capacity for additional investments in 2020**

Estimated costs to maintain existing service levels

- Inflationary pressures
- Flow through of Council additions to service

Each 1% represents approx. \$30/year to the average taxpayer



## Service Reviews Update April 8

- 3 in-depth (deep dive) reviews identified:
  - Service Delivery for Housing
  - User Fees for Municipal Services
  - Service Delivery for Municipal Golf
- The outcomes of these reviews have not been incorporated into the budget targets and may:
  - Provide capacity to accommodate further additional investments; or
  - Provide opportunities for tax levy mitigation



## Questions and Discussion

Bill No.  
2019

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 21<sup>st</sup> day of May,  
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 May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

Bill No.  
2019

By-law No.

A by-law to approve the “Master Agreement Adoption Agreement” and “Client-Supplier Agreement” with Ricoh Canada Inc. for Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room, respectively; and to authorize the Mayor and the City Clerk to execute the Agreements; and to approve Ricoh Canada Inc. as a Vendor of Record for Managed Print Services for the Print Fleet and Supplier for Multi-Function Devices and Related Services for the Print Room for the City of London.

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, after an open and competitive process completed by the Minister of Government Services in 2014, Her Majesty the Queen in right of Ontario has entered into an agreement with Ricoh Canada Inc. for Managed Print Services VOR OSS-00457979;

AND WHEREAS, after an open and competitive process completed by the Ontario Education Collaborative Marketplace (“OECM”) in 2018, the OECM has entered into an agreement with Ricoh Canada Inc. for Multi-Function Devices and Related Services OECM-2018-289-04;

AND WHEREAS the Province’s agreement with Ricoh Canada Inc. provides an opportunity for Provincially Funded Organizations (PFO) to enter into agreements with Ricoh Canada Inc. for Managed Print Services under substantially the same terms subject to the PFO entering into a Master Agreement Adoption Agreement with Ricoh Canada Inc. and establishing independent agreements (such as purchase orders) to purchase products from Ricoh Canada Inc.;

AND WHEREAS the OECM’s agreement with Ricoh Canada Inc. provides an opportunity for OECM Clients to enter into agreements with Ricoh Canada Inc. for Multi-Function Devices and Related Services under substantially the same terms subject to the Client entering into a Client-Supplier Agreement with Ricoh Canada Inc. and establishing independent agreements (such as purchase orders) to purchase products from Ricoh Canada Inc.;

AND WHEREAS Municipal Council of The Corporation of the City of London approves Ricoh Canada Inc. as a Vendor of Record for Managed Print Services for the Print Fleet;

AND WHEREAS Municipal Council of The Corporation of the City of London approves Ricoh Canada Inc. as a Supplier for Multi-Function Devices and Related Services for the Print Room;

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

1. The Master Agreement Adoption Agreement for Managed Print Services (which allows the City to place orders and acquire Managed Print Services for the Print Fleet from Ricoh Canada Inc. under the same terms of the agreement between Her Majesty the Queen in right of Ontario and Ricoh Canada Inc. under MGS VOR # OSS-00457979), to be entered into between The Corporation of the City of London and Ricoh Canada Inc., substantially in the form attached as Schedule “A” to this by-law, is approved.
2. The Client-Supplier Agreement for Multi-Function Devices and Related Services (which allows the City to place orders and acquire Multi-Function Devices and Related Services for the Print Room from Ricoh Canada Inc. under the same terms of the agreement between the Ontario Education Collaborative Marketplace and Ricoh Canada Inc. under OECM # 2018-289-04), to be entered into between The Corporation of the City of London and Ricoh Canada Inc., substantially in the form attached as Schedule “B” to this by-law, is approved.
3. Ricoh Canada Inc. is approved as a Vendor of Record for Managed Print Services for the Print Fleet.
4. Ricoh Canada Inc. is approved as a Supplier for Multi-Function Devices and Related Services for the Print Room.
5. The Mayor and the City Clerk are authorized to execute the agreements approved under sections 1 and 2 above.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

## **Schedule A Master Agreement Adoption Agreement**

This Master Agreement Adoption Agreement is made as of **[Instructions: insert date]** between Ricoh Canada Inc. (the "Vendor") and The Corporation of the City of London (the "Buyer").

### **Background:**

The Vendor and Her Majesty the Queen in right of Ontario, as represented by the Minister of Government Services, have entered into a Master Agreement for Managed Print Services VOR# **OSS-00457979** made as of **February 1<sup>st</sup>, 2015** (the "Ontario Master Agreement").

The Buyer wishes to enter into a separate agreement with the Vendor so that the Buyer may place orders and acquire Services and Deliverables from the Vendor in accordance with the terms of the Ontario Master Agreement, as amended herein.

For consideration, the receipt and sufficiency of which is acknowledged by the parties, the Buyer and the Vendor acknowledge and agree as follows:

#### *(a) Adoption*

The Buyer and the Vendor agree to be bound by all of the provisions of the Ontario Master Agreement as if such agreement was entered into by the Vendor and the Buyer, except where an amendment is implied *mutatis mutandis* and except as expressly amended in this Master Agreement Adoption Agreement. For the purposes of this document, the agreement between the Buyer and the Vendor that is being created by the adoption of the Ontario Master Agreement and the amendments referred to in this Master Agreement Adoption Agreement will be referred to as the "Buyer Master Agreement". For certainty, Her Majesty the Queen in Right of Ontario is not a party to or a guarantor under the Buyer Master Agreement.

#### *(b) Amendments:*

The following provisions of the Ontario Master Agreement will be amended for the purposes of the Master Agreement Adoption Agreement:

#### Amendment No. 1

Section 28.01 Notices by Prescribed Means is hereby deleted and replaced with:

Section 28.01 Notices by Prescribed Means – Notices shall be in writing and shall be delivered by postage prepaid envelope, personal delivery, or facsimile and shall be addressed to respectively:



- (a) To the Vendor to the attention of:  
Ricoh Canada Inc.  
Legal Department  
100-5560 Explorer Drive,  
Mississauga, Ontario  
L4W 5M3  
Fax: 905-795-6948  
Email: [legal@ricoh.ca](mailto:legal@ricoh.ca)

With a Copy to: Dave Swan  
Email: [dave.swan@ricoh.ca](mailto:dave.swan@ricoh.ca)

- (b) To the Buyer to the attention of:

The Corporation of the City of London

Notices shall be deemed to have been received:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or
- (b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other Party.

#### Amendment No. 2

The Buyer may acquire Eligible Equipment, Services and Deliverables from Vendor by executing and delivering to Vendor an order in such form as the parties may agree for acceptance ("Order"). Purchases or rental of Eligible Equipment or Supplies, and Services, shall be subject to this Agreement and each Order must state that the Order is subject to the terms and conditions of this Agreement. In the event the Order includes any terms and conditions which are in addition to, or in conflict with, the terms and conditions of this Agreement, such additional or conflicting terms and conditions on the Order shall be deemed to be invalid and of no force or effect; only the identification of the goods, quantity, term and price shall be valid.

#### Amendment No 3. Initial Order

The Buyer hereby orders the Eligible Equipment set out in the Initial Order attached to this Master Adoption Agreement as Schedule "A-1".

#### Amendment No. 4.

To the extent that the Buyer requires professional services to implement a software solution, the parties will enter into a Statement of Work setting out the implementation plan and the associated fees for professional services. To the extent that the Buyer

requires Additional Print Support Services, the parties will enter into a Statement of Work.

Amendment No. 5.

All Software Licenses and Software Maintenance and Support ordered by the Buyer are purchased rather than rented and the payment obligations for such Software or Software Maintenance are non-cancellable.

Amendment No. 6

The definition of FIPPA in s. 1.1 of the Ontario Master Agreement is amended by inserting the phrase “, and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56” before the phrase “as may be amended from time to time”;

Amendment No. 7

Where the context requires, reference in the Ontario Master Agreement to “OPS” or the “Ministry” or “Her Majesty the Queen in right of Ontario” or “Ontario” shall be a reference to the Buyer, with the exception of Section 3.02 and Schedule I of the Ontario Master Agreement;

Amendment No. 8

The Ontario Master Agreement is amended by deleting Section 11.10.

**[Instructions to Users - You should review the Master Agreement and your business requirements and list any amendments in (b) above that are necessary to support your legal and policy requirements. Use of this template agreement and the Ontario Master Agreement is conditional upon your consideration of and agreement with the following:**

**PROVINCIALY FUNDED ORGANIZATION NOTICE**

**BACKGROUND INFORMATION:**

- Ontario has established various vendor of record arrangements (each a “**VOR Arrangement**”) for selected qualified vendors (each a “**Vendor**”) to supply certain products or services, or both, (the “**Deliverable**”) to Ontario.
- Vendors under most VOR Arrangements are required, subject to the terms of their agreement with Ontario under the applicable VOR Arrangement (each an “**Ontario Agreement**”), to consider requests from you (if you are a “Provincially Funded Organization”, as defined in the applicable Ontario Agreement) to make Deliverables

available to you for purchase.

- In order for a Vendor to consider requests from you, the Vendor must first provide you with this Provincially Funded Organization Notice (“**Notice**”).
- If you continue with your request after being provided with this Notice, you will be deemed to have acknowledged and agreed to the terms set out in this Notice.

## **TERMS**

1. Your Status in Relation to Ontario Agreements. You are not a party to any Ontario Agreement and you cannot acquire any Deliverables as a “Client” under any Ontario Agreement. If you wish to acquire products or services, or both from a Vendor, you must enter into a separate agreement with the Vendor (“**Provincially Funded Organization Agreement**”).
2. Provincially Funded Organization Agreement. Although Ontario is providing you with access to Vendors listed on VOR Arrangements to acquire services and Deliverables in accordance with the terms of the Ontario Master Agreement, you remain solely responsible for negotiating the terms and conditions of your Provincially Funded Organization Agreement with each Vendor, including the responsibility for ensuring that each of your Provincially Funded Organization Agreements contains business, legal or other terms and conditions as may be necessary for you.
3. Procurement Processes. You are solely responsible for ensuring that the selection of any Vendor and the procurements made under any of your Provincially Funded Organization Agreements comply with any and all procurement rules, regulations, obligations and processes to which you are subject. Any differences between the terms and conditions of an Ontario Agreement and the terms and conditions of your Provincially Funded Organization Agreement may affect whether the selection of the Vendor and the procurements made under your Provincially Funded Organization Agreement meet the procurement rules, regulations, obligations or processes to which you are subject.
4. Ontario Not Liable for Your Relationship with Vendors.
  - Ontario does not endorse, recommend or approve the suitability of: (i) any Vendor as a supplier to you; (ii) the procurement process used to establish any VOR Arrangement as meeting the procurement rules, regulations, obligations and processes to which you are subject; (iii) the ordering process established for any VOR Arrangement as meeting the procurement rules, regulations, obligations and processes to which you are subject and (iv) the terms and conditions of any Ontario Agreement as a basis for, in whole or in part, any Provincially Funded Organization Agreement or any other resulting or related relationships or agreements between you and any Vendor. You are solely responsible for

conducting your own independent assessment (including obtaining your own professional advice (which may include legal and business advice) as may be necessary and appropriate in your specific circumstances) to determine the suitability of the above.

Please note that legal and other professional advice provided to Ontario with respect to the establishment of its VOR Arrangements and its Ontario Agreements was solely for the benefit of Ontario to take into account Ontario's specific legal and other concerns, and may not be applicable to or appropriate for, and may not address any of your concerns or the concerns of any other third party. Legal counsel for Ontario recommends that you obtain independent legal representation and receive independent legal advice, as well as other required independent professional advice, prior to executing any document or entering into any contract or agreement with, or acquiring any products or services from, a Vendor.

- Ontario makes no representation, assurance, warranty, or guarantee: (i) that a Vendor will enter into a Provincially Funded Organization Agreement with you; or (ii) of the quality, value or volume of products or services that may or will be sold, if any, to you.
- Ontario will not: (i) be or be deemed to be a party to, or a guarantor of any obligations or liability of any party under, any Provincially Funded Organization Agreement or any resulting or related relationship or agreement between you and any Vendor; or (ii) be responsible or liable to you for, and nothing in any agreement between you and any Vendor will have the effect of imposing or resulting in the imposition of, any costs, obligation, liability or covenant on Ontario for any matter arising under or in connection with: the VOR Arrangement; any Deliverable; the Ontario Agreement or any related documentation; any access to the VOR Arrangement or the Ontario Agreement or related documentation; any Provincially Funded Organization Agreement; any act, error or omission of the Vendor (including the provision or non-provision of any Deliverables or other products or services by the Vendor); or this Notice.
- You will not, in relation to or under any Provincially Funded Organization Agreement or under any resulting or related relationship or agreement between you and any Vendor, bring any cause of action, action, claim, demand or lawsuit against Ontario or any of its personnel as a result of: (i) any act, error or omission of the parties to any Provincially Funded Organization Agreement; or (ii) any act, error or omission of Ontario or any of its personnel.
- Any obligations, costs or liability arising under or in connection with any Provincially Funded Organization Agreement or any resulting or related relationships or agreements between you and the Vendor will remain with you and the Vendor.

- You are solely responsible for your own contract administration with the Vendor and will not direct any issues that may arise with the Vendor to Ontario.
  - For the purposes of any Provincially Funded Organization Agreement, you have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario.
5. Data and Documentation. You will provide to Ontario, at Ontario's request, any data and documentation about your acquisition of products and services from the Vendor.
6. Access to VOR Arrangements, Vendor/Ontario Agreements and Deliverables. It is Ontario's intention that, if you choose to access any VOR Arrangement, you will do so only to acquire products or services for your operational needs. Ontario, in its sole discretion, may delay, restrict or choose to not renew access by you to information regarding any VOR Arrangement, any Ontario Agreement and any products and services provided by the suppliers to Ontario on any VOR Arrangement.
7. Restrictions to Becoming a Supplier to Ontario. If you choose to access the Ministry of Government Services' enterprise-wide VOR Arrangements, you are advised that, in some circumstances, you may be restricted or ineligible to submit a bid to become a supplier to Ontario under future procurement opportunities.
8. Confidentiality. You acknowledge that information of a confidential nature to Ontario or the Vendor, regardless of whether it is identified as confidential or not ("**Confidential Information**") may come into your knowledge, possession or control. You will: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those of your directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of acquiring or considering the acquisition of products and services from a Vendor (the "**Purpose**") and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the Purpose, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry of Government Services ("**MGS**"); and (ii) in respect of any Confidential Information about the Vendor or any other third-party, the written consent of the Vendor and any such other third-party; and (d) return all Confidential Information to MGS on demand, with no copy or portion kept by you. You will not copy any Confidential Information, in whole or in part, unless copying is essential for the Purpose. On each copy made by you, you will reproduce all notices which appear on the original.

IN WITNESS WHEREOF the parties have entered into this Master Agreement Adoption Agreement as of the date first set out above.

<b>The Corporation of the City of London</b>	<b>The Corporation of the City of London</b>
Per:	Per:
Signature:	Signature:
Name:	Name:
Title:	Title:
I have authority to bind the Buyer.	I have authority to bind the Buyer.

<b>Ricoh Canada Inc.</b>
Per:
Signature:
Name:
Title:
I have authority to bind the Vendor.



**SCHEDULE A-1 – INITIAL ORDER**

The Buyer hereby orders the following Eligible Equipment and associated Warranty Services for a sixty (60) month term. The Eligible Equipment will be delivered and installed on dates and at locations to be agreed between the parties in an Implementation Plan. Configuration details and locations are as set out in the attached Schedule A-1.

<b>Eligible Equipment</b>	<b>Quantity</b>	<b>Total Monthly Rental Amount</b>	<b>TERM</b>	<b>Warranty Service Colour CPC</b>	<b>Warranty Service B&amp;W CPC</b>
Ricoh Model					
IMC 350F	52	\$1522.04	Sixty (60) Months	N/A	\$0.011
IMC 3000	12	\$609.84	Sixty (60) Months	\$0.057	\$0.008
IMC 3000 With Finisher	66	\$3,835.92	Sixty (60) Months	\$0.057	\$0.008
MP 3555	4	\$205.56	Sixty (60) Months	N/A	\$0.008
MP 3555 With Finisher	23	\$1349.87	Sixty (60) Months	N/A	\$0.008
MP 5055	7	\$409.99	Sixty (60) Months	N/A	\$0.0059
MP 5055 With Finisher	28	\$1844.36	Sixty (60) Months	N/A	\$0.0059
SPC 262Snfw	83	\$598.43	Sixty (60) Months	\$0.0869	\$0.0156
P 502	34	\$148.24	Sixty (60) Months	N/A	\$0.008
P 502 Two Tray	1	\$19.14	Sixty (60) Months	N/A	\$0.008
SP 5300	2	\$47.76	Sixty (60) Months	N/A	\$0.008
MPC 307	4	\$137.00	Sixty (60) Months	\$0.075	\$0.011

SPC 440DN	16	\$429.44	Sixty (60) Months	\$0.0607	\$0.0121
SPC 840DN	6	\$299.22	Sixty (60) Months	\$0.063	\$0.0152
Software					
USB Readers	200	\$836.80	Sixty (60) Months	N/A	N/A
Device Licenses Streamline NX	200	\$1,472.82	Sixty (60) Months	N/A	1 Year M&S Included
Streamline NX Annual Maintenance				N/A	\$11,209.80/yr

## Schedule B CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **Multi-Function Devices and Related Services** as outlined in **Request for Proposals #2017-289** is effective as of the **[Insert Client-Supplier Agreement effective date]**

**BETWEEN:**

**The Corporation of the City of London**  
(the "Client")

- and -

**Ricoh Canada Inc.**  
(the "Supplier")

**WHEREAS** the Supplier entered into a Master Agreement with OECM referred to as OECM-2018-289-04 for the provision of Resources;

**AND WHEREAS** the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

### **ARTICLE 1 - DEFINITIONS**

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) April 30, 2026, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

### **ARTICLE 2 - THE MASTER AGREEMENT**

**2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2018-289-04.

**2.2** All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

### **ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT**

**3.1** The Supplier's representative for purposes of this CSA shall be:

**Dave Swan**  
**Senior Solutions Executive**  
**140 Fullarton St., London ON N6A 5P2**  
**Phone:** (519) 870-6122  
**Email:** [dave.swan@ricoh.ca](mailto:dave.swan@ricoh.ca)

**3.2** The Client representative for purposes of this CSA shall be:

**The Corporation of the City of London**

**3.3** The OECM representative for purposes of this CSA shall be:

John Moustakas, Tel: 416-996-1829, email: john.moustakas@oecm.ca

**ARTICLE 4 - TERM OF CSA**

**4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "Term"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

**ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS**

**5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement, as set out in Appendix B- Rates for this CSA and as quoted to the Client from time to time for additional Managed Print Services Resources. To the extent that the Client requests, and the Supplier agrees to provide, additional Managed Print Services Resources that include the deployment of full-time on-site Supplier personnel, the parties will enter into a mutually agreed Service Order.

**5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.

**5.3** The Client hereby consents to the use by the Supplier of the Supplier’s Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.

**5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

**ARTICLE 6 - RATES AND PAYMENT**

**6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out in Appendix B – Rates of this CSA and the Master Agreement Schedule 1.

**6.2** The Client will pay the Supplier by way of electronic funds transfer. The CSA payment terms are net thirty (30) days.

**6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

**ARTICLE 7 – INSURANCE**

**7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.

**7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier’s insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

**ARTICLE 8 - NOTICES**

**8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

**8.2** Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,

- (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

**8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

## **ARTICLE 9 –TERMINATION**

### **9.1 Termination by Either Party**

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

### **9.2 Termination by Client**

If the Client terminates the CSA prior to the Resources rental term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental Resources as set out in Appendix B. However, the Client shall be entitled to terminate the CSA, without liability, cost or penalty in the following circumstances:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

### **9.3 Supplier's Obligations on Termination**

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and,
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

### **9.4 Supplier's Payment Upon Termination**

A Client shall only be responsible for the payment of non-rental Resources supplied on or before the effective date of any termination of the CSA and early termination fees on rental Resources that have not reached their terms, as stated in Article 9.2. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

### **9.5 Termination in Addition to Other Rights**

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

**9.6 Survival upon Termination**

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

**ARTICLE 10 – PUBLICITY**

**10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

**ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES**

**11.1 Supplier’s Power to Contract**

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

**11.2 Representatives May Bind the Parties**

The parties represent that their respective signatories have the authority to legally bind them.

**11.3 Independent Contractor**

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client’s behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier’s Subcontractors.

**11.4 Subcontracting or Assignment**

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier’s use of a Supplier’s Subcontractor, every contract entered into by the Supplier with a Supplier’s Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier’s Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

**ARTICLE 12 – GENERAL**

**12.1 Severability**

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**12.2 Force Majeure**



Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services unless such shortages or delays are themselves caused by force majeure events. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

### **12.3 Changes By Written Amendment Only**

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

### **12.4 [Intentionally deleted].**

### **12.5 Criminal Records Check**

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier on a regular basis..

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OEMC and the Client should the third party provider be changed to another provider.

**12.6 Purchasing Policies and Guidelines**

The Supplier agrees to comply with the Client’s purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

**12.7 Harassment and Assault**

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client’s policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

**IN WITNESS WHEREOF** the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

**THE CORPORATION OF THE CITY OF LONDON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I have the authority to bind the Client. By signing this Client Supplier Agreement, I also consent to receive email communication from OECM, which may include announcements related to changes to the pricing, services and products on this and other Agreements.

**RICOH CANADA INC..**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF LONDON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I have the authority to bind the Client. By signing this Client Supplier Agreement, I also consent to receive email communication from OECM, which may include announcements related to changes to the pricing, services and products on this and other Agreements.

## APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

**The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client’s business hours, locations, insurance coverage/requirements, related Intellectual Property, reporting, authorized dealers, liquidated damages, insurance, invoice formatting, security clearance checks, etc.). Additionally, Clients will work with the Supplier to finalize the list of specific Resources and Rates based on the Clients requirements.**

### 1.0 Description of Resources

The Supplier will provide the following Resources:

- Ricoh A3 Office Multi-Function Devices (“MFDs”) Resources;
- Ricoh Production MFD Resources;
- Managed Print Service (“MPS”) Resources;
- Professional Service Resources; and,
- Other related service Resources.

Office MFD Resources and Production MFD Resources will, hereafter, be collectively referred to as “MFD Resources”, unless either Office MFD Resources or Production MFD Resources is specifically referred to as it relates to either Resource uniquely.

A4 devices are out of scope of this Agreement.

### 2.0 The Supplier’s Authorized Dealers

The Supplier’s authorized dealers, acting as the Supplier’s Subcontractor, are set out in Appendix H.

### 3.0 Types of Office MFD Resources

The Supplier shall provide **new** (i.e. Office MFD Resources still being manufactured, actively marketed by the OEM and containing new/first time use parts/components) Office MFD Resources in various ranges, such as those set out below:

- Monochrome:
  - 15ppm to 34ppm, inclusive;
  - 35ppm to 44ppm, inclusive;
  - 45ppm to 54ppm, inclusive;
  - 55ppm to 64ppm, inclusive; and,
  - 65ppm to 79ppm, inclusive.
- Colour:
  - 30ppm to 44ppm, inclusive; and,
  - 45ppm to 59ppm, inclusive.

Above MFD Resources shall have the ability to print on 11” × 17” paper, except for MFD Resources in the 15ppm to 34ppm range.

### 4.0 Types of Production MFD Resources

The Supplier shall provide new (i.e. Production MFD Resources still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) Production MFD Resources in various ranges, such as those set out below:

- Monochrome:

- 80ppm to 99ppm, inclusive;
- 100ppm to 119ppm, inclusive; and,
- 120ppm to 139ppm, inclusive.
- Colour:
  - 60ppm to 69ppm, inclusive; and,
  - 70ppm to 79ppm, inclusive.

## 5.0 MFD Resource Specifications

Refer to Appendix B for the Supplier's MFD Resource specifications per model.

## 6.0 IT Resources

The Supplier shall ensure that all MFD Resources are network ready, open architecture (file format independent – no requirement for Clients to use specific software) and with the ability to fully integrate with Client's print administration systems, and meet the IT requirements listed below.

MFD Resources should have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- Android 2.4 and later;
- iOS 6 and later;
- Linux compatible;
- Mac OS X 10.4 or later;
- Windows Server 2003/2008/2012/2016;
- Windows Mobile 8 and later; and,
- Windows XP/Vista/7/8/10.

Network protocol:

- Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols; and,
- Compliant with DHCP and static IP addressing.

Examples of SMTP protocol email software applications are:

- FirstClass Mail (Open Text);
- GroupWise;
- Microsoft MS Exchange; and,
- Microsoft Outlook.

Drivers:

- PCL6, PS Print Drivers;
- PostScript Interpreter + drivers; and,
- Universal print drivers.

Administration – All MFD Resources should support authentication of administrative users via a remote directory service (e.g. LDAP or active directory), and shall be able to be administered remotely (if Client permits Supplier to do so) and centrally via either a web-based interface or installable software:

- Central MFD Resource administration;

- Online portal to access all network connected MFD Resources and remote trouble shoot error codes;
- Integrates with print management software (e.g. PaperCut); and,
- Web administration.

A Client administrator should be able to restrict all MFD Resources to network-based printing only, as well as having the ability to disable select features of the MFD Resource (e.g. scan/fax).

Any and all software installed on a MFD Resource shall have the ability to be upgraded remotely by the Supplier, if permitted to access the Client's network.

Examples of systems used by Clients are:

- BAS;
- Banner;
- Datatel;
- J.D. Edwards;
- PeopleSoft;
- SAP;
- SciQuest;
- SunGard Higher Education; and,
- Windows Dynamics.

All MFD Resources must be fully programmed (i.e. with most recent firmware) prior to delivery to Client locations. The Supplier will re-program MFD Resources at no additional cost to the Client, if necessary, during the Term of the Agreement.

The Supplier's MFD Resource common user interface, the Smart Operation Panel, offers an intuitive touchscreen, downloadable applications ("apps"), mobile convenience, cloud enablement, and software integration to simplify print, copy, scan and fax tasks.

The Supplier's Smart Operation Panel provides a consistent, common look and feel across the Supplier's MFD Resources and allows Clients to transition from one (1) MFD Resource to another. The Smart Operation Panel encompasses tablet and smart phone swipe, pinch, flick and tap manipulation, making it intuitive to use.

With the Supplier's Smart Operation Panel, users can:

- Integrate with independent smartphones and tablets, enabling access and printing from virtually anywhere;
- Scan and save documents in full colour directly to email, portable media, and folder;
- Access the internet via a full browser, allowing Client users to browse, view videos and print web pages from the MFD Resource; and,
- Fully customize the look and feel of the Smart Operation Panel, adding most used apps and functions to the homepage to speed up workflow.

The home screen gives immediate access to workflow, simplifying apps and is easy to customize for optimal efficiency. App icons can be dragged, dropped, rearranged and deleted as on any other MFD Resource. Toner levels and the date and time are displayed in clear widgets, which can be placed anywhere on the home page. Client users can also add wallpapers, change the background colour and adapt the colour, shape, position and wording of buttons. User guides and easy to follow how-to videos are also available from the Supplier.

Client branding can also be added for a unique, customized experience:

- At no additional cost to the Client if installed by the Client; or,

- At an extra cost (i.e. at Professional Service Rates) to the Client, if installed by the Supplier.

Client users can also select easy-to-use apps from the Supplier's Application Site to automate many of their most time-consuming workflows and tasks (i.e. placing them on the home screen as easily identifiable one-touch shortcuts). With a single tap, the Client can add specific features and single-function capabilities to simplify copy, print, scan and fax functionality.

The Supplier's software solutions are segmented into:

- Fleet Management Tools;
- Tracking & Reporting Systems;
- Mobile Printing;
- Document Scanning;
- Enterprise Faxing;
- Enterprise Content Management & Workflow; and,
- Testing & Grading.

The Supplier's broad software solutions portfolio provides extensive benefits. The Supplier provides real-time MFD Resource monitoring and management as well as a consolidated view/history of service, equipment, and supplies orders. The Supplier's Mobile Printing solution combines mobile capabilities with job following and unified print tracking. With Enterprise Faxing and Content Management & Workflow, Clients can drastically reduce time spent in-process and associated costs (e.g. paper, couriers, electricity), and integrate/rationalize legacy systems - especially when converting a paper-based process into an electronic process.

The Supplier's Remark & Crowdmark platform provides Clients with testing and grading solutions that automate and increase collaboration of current processes.

With PaperCut, Clients could utilize enterprise wide user authentication, secure printing, flexible scanning, quota management, mobile printing, and versatile reporting to contribute to a continuous optimization and print governance initiative. The Supplier is an authorized dealer of the Papercut Platform

The Supplier's Professional Services Delivery Team ("PSD") oversees all technical services, including implementation, configuration and training. that the Supplier's training focuses on the inherent benefits of a recommended solution so Client users understand that adoption will provide direct benefits to their day to day operations, thus mitigating end-user resistance and ensuring success.

For solutions that require hosting/off premise infrastructure, the Supplier host servers and backup servers are located on Canadian soil in a secure data centre. Those secure data centres are PCI DSS compliant and have an Uptime Institute Tier III certification (provides a concurrently maintainable infrastructure with guarantee 100% uptime).

The Supplier's proposed software is compatible with iOS (Apple), Windows (Microsoft) and Google at no additional cost to Clients.

## **7.0 Toner, Staples, and Other Required Supply Resources**

The Supplier shall provide at no additional cost to Clients, non-toxic toner (and/or any other media used to print on paper), staples and any other required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, maintenance kits, and any other supplies/parts/components) to ensure the MFD Resource is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by the Supplier's handling of any toner, staples, and other supplies, provided by the Supplier. The indemnification provisions of the Master Agreement shall govern any such claims.

Unless noted otherwise through a separate arrangement, the Client will add paper, toner, and staples to a MFD Resource as well as remove waste toner cartridges - the Supplier shall perform all other service/maintenance tasks.

The Supplier only provides genuine OEM consumables to support its MFD Resources.

**8.0 Paper**

The provision of paper is out of scope of this Agreement.

**9.0 Environmental/Sustainability Requirements**

OECM and its Clients strive to source, promote, and support products and services that are environmentally sound. The MFD Resources should:

- Possess Electronic Product Environmental Assessment Tool ("EPEAT") designation in Canada, where available;
- Meet or exceed Energy Star Certification Standards, where applicable, with automatic power down and sleep settings;
- Possess Ecologo and/or Blue Angel designation;
- Meet any ecological standards, as set out in the province of Ontario and/or the Government of Canada;
- Be from an OEM that has a registered environmental management system;
- Be manufactured in an environment that observes fair labour practices as observed in the country of origin;
- Contain recycled content when manufactured;
- Allow Clients to return packaging materials used in shipping or used during the delivery of service at no additional cost to Clients; and,
- Meet health and safety standards, as set out in the province of Ontario and the government of Canada.

The Supplier focuses on a sustainable society, identifies and reduces environmental impact at all stages, puts a priority on inner loop recycling and promotes a multi-tiered recycle program.

- ISO 9001:2008 certified since 2008;
- Every Supplier's manufacturing plants are ISO 14001 certified. Environmental Management Programs are audited both internally by their ISO department and externally by SGS Management at a six month interval; and,
- Where possible, The Supplier's MFD Resources are Restriction of Hazardous Substances ("RoHS") and Energy Star compliant and most have also received the Blue Angel and EcoLogo certification marks. The Supplier is fully able to comply with Registration, Evaluation, Authorisation and restriction of Chemicals ("REACH") requirements and is ready to respond promptly to future development of the regulations.

The Supplier's Total Green Office Solution combines consultative services, energy-saving imaging equipment and software solutions to help the Client meet their sustainability goals.

- Life Cycle Analysis to minimize the use of material and energy resources in every process associated with the design, manufacture and distribution of the Supplier's MFD Resources;
- Restricted use of environmentally sensitive substances, minimal emissions of volatile organic compounds; and,
- Ninety-eight percent (98%) of recovered material from end of life products is diverted from landfill and put back into the supply chain.

The Supplier's optional, as requested by Client, Carbon Offset Program will calculate the carbon footprint of the Client's MFD Resource environment using our Carbon Calculator. Once the amount of CO2 being used by the Client's MFD Resources is determined, the Client has the option of offsetting that carbon with the purchase of carbon credits that are gold standard. Clients choose which certified emission reductions they want to use to compensate the CO2 emissions of their Supplier MFD Resource fleet.

**10.0 Supply and Consumables Recycling Program**

The Supplier will provide either a Supplier self-managed or third party recycling program for all used/empty and/or end-of-life supplies (including packaging) from the Client's locations.



The Supplier provided recycling program will be a no additional cost service provided to Clients and will include but not be limited to:

- A timely and reliable service including:
  - A pickup of recyclable supplies from the Clients within two (2) Business Days of a request;
  - The pickup will be done by the Supplier or its third-party carrier; and,
  - Pickup at the time of delivery of new supplies is acceptable;
- There are no minimum quantities or volume requirements to schedule a pick up;
- Ease of use for Clients;
- Assurances of capacity to accept and manage recycling from large Clients;
- A commitment to environmental sustainability; and,
- Assurances end-of-life supplies are disposed of in a socially responsible manner.

#### Toner Recycling

- The Supplier, in its support of global sustainability and efforts to be eco-friendly and environmentally sensitive, is committed to providing Clients with the necessary tools to recycle used MFD Resource materials at no additional cost to the Client.
- The Supplier encourages Clients to participate in its toner cartridge recycling program by providing a range of options to assist with returning their empty consumables. Client users can ship used toner cartridges to the Supplier for recycling using prepaid shipping labels available on the Supplier's website.

#### Packaging Material Recycling

- The Supplier's Global Standards prohibits the use of heavy metals in packaging materials. The Supplier uses resource-recirculating eco packaging using resin materials that can be re-used repeatedly, reducing about one-thousand-four-hundred-and-fifty-one (1,451) tons of packaging materials annually.

### **11.0 Access to Use MFD Resources**

All MFD Resources require the ability to provide the following secure access:

- Program access codes to hold Client user information (e.g. cost centre number, user name, and department). Clients may require one (1) access code for every user in their organization, providing the user with the ability to use all MFD Resource functionality;
- Provide the ability to print from a USB stick, if acceptable practice within the Client's organization; and,
- Connect to proximity reader.

Note - that the ability to provide access to users via an ID card to pre-load copy volumes, and have the user pay and add volume as required may be required by some Clients, and the Client and Supplier would mutually agree on the hardware, software and additional costs, if any, when executing a Client-Supplier Agreement.

### **12.0 Testing Resources**

During the Term of the Agreement, there may be instances where OEM and/or the Client will request MFD Resources for evaluation and/or testing.

The MFD Resources will be provided for a period of up to thirty (30) Business Days at no additional cost to OEM or Clients (including no additional cost for delivery, installation, and removal).

Testing will occur to ensure technical compliance to requirements, and assess suitability for purpose.

Clients are not obligated to sign a Client-Supplier Agreement to obtain specific Resources for testing. A Client-Supplier Agreement, however, must be signed before the provision of any Resources commences.

OECM reserves the right to request any MFD Resource in order to conduct technical and functional compliance testing.

The Supplier will provide Clients MFD Resources for testing to ensure it meets their specific requirements, functions in their technology environment, and to assess its suitability for their purpose.

### **12.1 Testing – Substitution Resources**

With respect to MFD Resource substitutions, the Supplier agrees to provide a MFD Resource so that OECM or its Clients may conduct technical and functional compliance testing in its technology environment during the Term of the Agreement.

The substituted MFD Resource will be provided for a period of up to thirty (30) Business Days at no additional cost (including no additional cost for delivery, installation, and removal) to OECM or the Client.

If, during the Term of the Agreement, a proposed substituted MFD Resource is deemed unacceptable by the Client, the Supplier will offer another MFD Resource to the Client – at the same Rate as the MFD Resource being substituted.

### **13.0 Fleet Management**

The Supplier shall provide MFD Resource fleet management functionality, regardless of their physical location, at no additional cost to the Client, including but not limited to:

- Taking (by Client or by Supplier) meter reading electronically, for networked MFD Resources, through Supplier provided software;
- Performing fleet utilization assessments up to two (2) times per year; recommending fleet optimization strategies which may include but are not limited to:
  - Moving, at no additional cost and with Client’s approval, Office MFD Resources within a Client’s organization to balance copier workload;
  - Moving, at a cost to be mutually agreed upon between the Supplier and Client, Production MFD Resources within a Client’s organization to balance copier workload; and,
  - Demonstrate flexibility to reduce, where possible, the overall number of MFD Resources, without penalty;
- Performing remote or MFD Resource side programming – allowing configuration adjustments and cloning via network connection or at point of contact (i.e. USB ports to upload user/account information); and,
- Managing access code management (e.g. for moves/additions/changes).

The Supplier’s Device Manager NX and @Remote fleet management platforms allow for MFD Resource fleet management, as it relates to remote meter reads, utilization assessment, remote office MFD Resource programming and access management. These tools provide information and analytics necessary for analysts and consultants to make informed decisions pertaining to fleet management and optimization.

Device Manager NX provides the following MFD Resource fleet functionality at no additional cost to the Client:

- Monitor and manage five-thousand (5,000) or more networked and local MFD Resources from a variety of manufacturers from a centralized location;
- Remote meter reads for network connected MFD Resources;
- Set global rules, automate service tasks and run detailed reports to optimize efficiency;
- Display print usage, status of consumables, and provide preventative maintenance scheduling;
- Identify the MFD Resources manufacturer, model, IP address, MAC address, description, location, total counter, colour counter, mono counter, serial number, supply level, and service alerts; and,

The Supplier’s Device Manager NX also automatically sends notifications of MFD Resources requiring service and toner to the Supplier at an additional cost dependent on the number of MFD Resources within the environment. It places a toner order before replenishment is required, and it enables remote firmware

upgrading and MFD Resources adjustment and provides remote access to MFD Resources utilization reporting.

Clients will have access to MyRicoh.ca, a cross-platform mobile app and web service for managing its business relationship with the Supplier no additional cost to the Client.

MyRicoh provides:

- An easy-to-use interface, providing a consolidated view/history of all service, equipment, and supply orders, and enhanced ease and speed of ordering items, including 24/7 order status availability with real-time refresh, tracking, and estimated time of arrival;
- Convenient insight into the Client's orders and service history via online dashboard, tablet, or smartphone; and,
- Barcode scanning for quick and easy access to order information. When in front of a particular MFD Resource, Client users can search for orders or tickets by scanning a machine's serial number/asset tag barcode with a smart device's camera.

#### **14.0 Order Management**

The Supplier should provide a variety of ways for Clients to order Resources, including but not limited to the following:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Toll free phone; and/or,
- Supplier's online ordering website.

Where applicable, Clients may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Clients' systems, policies and procedures.

#### **14.1 Coordinated Bulk Ordering**

OECM may consolidate various Client volumes and coordinate bulk buys. Once Resources have been received at Client's location, the Supplier shall invoice each Client accordingly.

#### **14.2 Electronic Commerce**

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, SciQuest). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

#### **14.3 Order Acknowledgement**

The Supplier should notify the Client immediately or within one (1) Business Day of receiving a Client's order, via the same method in which the order was placed (e.g. online, email, telephone). The Supplier will include in the order acknowledgement any Resource that cannot be fulfilled (e.g. backorders). The Client, at its sole discretion may:

- Cancel some or all of the order, which cannot be fulfilled exactly as ordered;
- Ask the Supplier to ship only available Resources and cancel any backorders; and/or,
- Agree to an alternative delivery schedule based on anticipated Resource availability.

#### **14.4 Minimum Order**

The Supplier shall not have any minimum order value or volume requirements.

## 15.0 Delivery

The Supplier shall be responsible for deliver, at no additional cost to the Client, all MFD Resources, related supplies, parts, components and services Delivery Duty Paid ("DDP") destination to Client's location. Clients may have more than one (1) DDP location within their organization.

DDP destination shall be understood to mean delivery from the Supplier's point of origin to the Client's receiving location (i.e. a Client may have more than one (1) location within their organization and may choose to have Resources delivered to the exact location). No additional costs whatsoever will be paid for the delivery of MFD Resources, related supplies, or services or any return of the aforementioned.

There is not a minimum volume and/or dollar amount for orders.

MFD Resources and supplies will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, products and quantities ordered and shipped, back orders and quantities, if any).

Supply orders shall not be restricted by MFD Resource serial number or by Client location. Therefore, if a Client has several MFD Resources at one (1) location – multiple orders from various users at that Client location will be accepted and delivered accordingly to the proposed guaranteed lead times.

The Supplier shall correct any shipping errors within three (3) Business Days – at the Supplier's own expense.

### 15.1 Delivery Lead Times – MFD Resources

The Supplier shall deliver MFD Resources according to the following delivery lead times:

- Standard delivery – within ten (10) Business Days; and,
- For large fleet implementations will be mutually agreed upon between the Client and the Supplier.

The Supplier shall pre-arrange the date and time of all deliveries with the Client at least three (3) Business Days prior to delivery.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and any other information required.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

### 15.2 Delivery Lead Times – Toner, Staples, and Other Required Supply Resources

The Supplier shall deliver toner, staples, and other required supplies according to the following delivery lead times:

- Standard delivery – within two (2) Business Days; and,
- Rush delivery – within one (1) Business Day.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and pickup of supplies such as empty cartridge containers, drums, and any other information required.

The Supplier provides ample stock of OEM consumable and will sustain the on-hand supply to ensure minimal disruption to the Client. Through the Device Management NX reporting system, The Supplier receives direct notification that a toner needs to be replaced, allowing consumables to be shipped to the Client automatically before supplies run out at an additional cost as stated in Appendix B.

Genuine Supplier supplies, consumables and parts, are also easily ordered through the Supplier Imaging Supplies Centre by calling a toll free number Monday to Friday from 8:00 am to 8:00 pm. The Supplier also provides the ability to place supplies orders directly over the internet, using its MyRicoh app.

Orders placed during Business Hours are shipped, at no additional cost to the Client, within twenty-four (24) hours . Orders placed on Friday will be shipped on the next Business Day. The Supplier will work with Clients to meet there demand schedule (e.g. advance bulk supply orders).

## EDI Offerings

The Supplier supports EDI transactions for the order and fulfillment process through the trading of purchase orders, purchase order acknowledgments, purchase order changes, invoices, and payment. The Supplier will accommodate a billing schedule based on the Client's needs (e.g. monthly, quarterly by a certain date of month).

The Supplier supports e-commerce technology (e.g. via cloud solutions).

### 16.0 Damaged or Defective Shipment

The Client may not accept the delivery of the MFD Resource if it is:

- Defective (e.g. broken and/or damaged); and/or,
- Not delivered as agreed (e.g. substituted without prior approval of the Client).

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location. The Client will not be responsible for any re-stocking charges due to damaged or defective returned Resources.

### 17.0 Implementation and Rollout

The Supplier must provide implementation and roll out support to Clients including but not limited to:

- Assessing the Client's MFD Resource requirements;
- Planning fleet implementation and roll out;
- Providing Clients with a detailed project plan for approval (the project plan should include, but not be limited to – details about each MFD Resource (including features, software requirements, Client's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities and estimated time commitments for Supplier and Client. How the rollout will be conducted, onsite Supplier representation during the implementation, and issue resolution (e.g. a damaged MFD Resource is received, or the MFD Resource has not been properly installed (e.g. missing electronic chips) when received at Client's location);
- Scheduling and execute fleet rollout according to agreed upon timelines with Clients;
- Regardless of the number of changes made to the implementation plan or rollout of MFD Resources, the Supplier is responsible for maintaining inventory of all MFD Resource installation locations by serial number;
- Clients may provide, upon an assessment of its compatibility to the MFD Resources to be installed, card reader equipment to the Supplier prior to delivery;
- Physically delivering MFD Resources, set in place and make connections;
- Performing system start-up routines;
- Performing any firmware updates if needed;
- Uploading any directory information provided by the Client (e.g. email addresses, account or user information, access codes.); and,
- Running testing protocols (e-mails, scans, copies).

Refer to Appendix F for a sample implementation plan.

### 18.0 Transition and Implementation

The Supplier should provide Client support on account setup, ensuring seamless transition, and minimal service disruption, at no additional cost to the Client. The Supplier will provide implementation and training plans to Client for approval prior to the implementation as required.

### 19.0 Installation and Configuration Service Resources

The Supplier shall deliver, install, set-up and configure all MFD Resources, including but not limited to:

- Assemble, install, and test the MFD Resource prior to and after delivery to the Client's location;
- Coordinate access to the physical site with the Client;
- Physically transport MFD Resource to the Client's specific location where the MFD Resource will be installed;
- MFD Resources must be set in place and installed within five (5) Business days of their delivery to the Client's location;
- Unpack, check for shipping damage, install and configure MFD Resource specific to Client's requirements;
- Perform functional testing (e.g. test hardware, software, network connection, printing capability, the Client's code, card access, identification information and passwords, where applicable) before leaving Client site;
- Perform high level Client orientation;
- All MFD Resources must be functional by the end of the Business Day of installation. In the event that a part is required to make the MFD Resource functional, then the MFD Resource must be functional by the end of the next Business Day;
- Obtain Client sign-off indicating complete satisfaction on installation prior to leaving the location;
- Clean up area, remove and dispose of all packing material from Client location; and,
- Record and provide installation information electronically including, location, Client identification, asset identification, model and serial number, date, time.

The Supplier shall be responsible for the correct functioning of the MFD Resource at the installation site. Correction of any discrepancies/problems found during the MFD Resource setup or testing at the Client's site will be the sole responsibility of the Supplier and will be made prior to acceptance at the time of installation.

The Supplier's training plan is executed, as agreed upon with the Client, in lockstep with the project transition plan and order management to ensure the ultimate success of both MFD Resource installation and training efforts.

The Supplier provides several levels of training:

- Self-paced Computer Based Training, including online video tutorials, operator manuals and knowledge based information from on the Supplier's website at no additional cost to the Client;
- Instructor-led virtual training, which allows for greater flexibility in terms of session scheduling and location;
- Face to face, hands-on training in cities where the Supplier has local trainers;
- Classroom training with groups/departments of Client users;
- Key operator training involves more detailed maintenance and simple trouble shooting information (e.g. changing toner), as well as feature rich MFD Resources function training;
- End user training usually addresses common features used by individual employees such as general features, functions, and benefits of the copier and any accessories employed; and,
- IT technical training addresses driver configuration and functions, MFD Resource configuration and set up (network interface board), typical MFD Resource function troubleshooting, as well as the Supplier's applications and utilities for IT staff supporting the Client's internal service desk level 1 triage.

Clients also have access to the Supplier' toll free number for technical support from 8:00 a.m. to 8:00 p.m. eastern standard time for troubleshooting. The Supplier's Solution Training Specialists are available to Client key operators after the completion of training to address questions that can be raised through the Supplier's Service Desk or by direct contact.

The Supplier's supporting information package, provided immediately to the Client by email, includes a complete and thorough portfolio of best practice guides, how to documents detailing basic MFD Resource functions, and reference to electronic operator manuals and online documentation via the Supplier's website.

## 20.0 Moves, Additions and Changes

MFD Resource requirements, after initial fleet implementation, may change for Clients during the Term of their Client-Supplier Agreement. To support this, the Supplier shall upon mutual agreement with the Client:

- Provide additional MFD Resources available on the Agreement according to the period of time chosen by the Client, as required;
- Ensure all new MFD Resources added to an existing Client-Supplier Agreement are coterminous to the expiry date of the Client-Supplier Agreement if the period of time is thirty-six (36), forty-eight (48) or sixty (60) months. If, however, a Client wishes to add a new MFD Resource to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the Client and Supplier shall mutually agree to the Rate if the Client requires a coterminous expiry date; and,

The Supplier shall move Office MFD Resources within a Client's organization to better balance utilization at no additional cost.

## 21.0 Removal and Replacements

The Supplier will remove and replace any MFD Resource within the delivery lead times set out above if it:

- Malfunctions within twenty-four (24) hours of delivery to a Client's location not due to user error; or,
- Required three (3) or more service calls for the same error in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error).

If replacement is required, the Supplier shall co-ordinate the replacement with the Client ensuring the defective MFD Resource is removed immediately, and that a new MFD Resource (with the same features) is delivered and installed. The new MFD Resource shall be delivered according to the delivery lead times set out above.

If a MFD Resource is removed or replaced, the Supplier will:

- Guarantee the safety of the data by offering the following two (2) options to the Client:
  - The hard drive will be overwritten by manual operation of the Supplier's DataOverwriteSecurity System ("DOSS") functionality on the device by the Supplier technician; and/or,
  - The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client; and,
- Update its inventory management system accordingly and provide an updated report to the Client.

The Client-Supplier Agreement, if applicable, will be amended with the replacement MFD Resource. The expiry date, however, will not change. Therefore, the original expiry date of the Client-Supplier Agreement will be applicable for any MFD Resource replacement made during the Term of the Agreement due to the issue noted above.

The Supplier shall destroy all hard drives, and provide Clients with a certificate (i.e. proof) of destruction, if requested by the Client, at a cost to be mutually agreed upon by the Supplier and the Client, as noted above.

Defective/malfunctioning MFD Resources returned to the Supplier must not be deployed at any other OEM Client location.

## 22.0 Discontinued MFD Resources and Substitutions

If a MFD Resource is discontinued and substituted during the Term of the Agreement, Clients have the ability to test as set out above. The substituted MFD Resource shall be equal to or better than the MFD Resource being replaced and shall have the same Rate as the substituted MFD Resource.

The Client-Supplier Agreement will be amended with the substituted MFD Resource, if accepted by the Client and OEM. The effective date of the Client-Supplier Agreement, however, will not change. Therefore, the



original effective date of the Client-Supplier Agreement will be applicable for any MFD Resource substitution made during the Term of the Client-Supplier Agreement.

### **23.0 Removal at Agreement or Client-Supplier Agreement Termination**

At the expiry of the fleet term (e.g. thirty-six (36), forty-eight (48) or sixty (60) months), Agreement or Client-Supplier Agreement, the Supplier shall remove within thirty (30) days any non-purchased MFD Resource supplied to a Client, at no additional cost to the Client.

The Supplier shall guarantee the safety of the data by providing the following two (2) options to the Client:

- The hard drive will be overwritten by manual operation of the DOSS functionality on the device by the Supplier technician; and/or,
- The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client.

The Supplier shall dispose of MFD Resources and/or toner, staples, and other relevant supplies in an environmentally responsible manner to the extent they cannot be reused, and provide the Client with a certificate (i.e. proof) of destruction, if requested and applicable.

### **24.0 Training**

The Supplier shall provide to the Client, at no additional cost to the Client, the following two (2) distinct types of no additional cost functional and technical training throughout the Term of the Agreement:

- Key operator and end user training; and,
- Specialized information technology (IT) staff training.

The Supplier is able to provide unique MFD Resource customized training (i.e. Client network integration) at an additional cost to the Client, if required.

#### **24.1 Key Operator and End User Training**

Key operator and end user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance, as well as throughout the Agreement as required, on how to use the functions of the newly installed MFD Resource; and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional cost to the Client.

The Supplier shall provide onsite, off-site and/or online training, as mutually agreed upon between the Client and the Supplier:

- Conduct training sessions, to be arranged directly by the Supplier with the Client;
- Perform training onsite at the Client installation location and/or online;
- Provide online training/tutorials;
- Address the use of MSDS for MFD Resources, where applicable; and,
- Provide training documentation (e.g. user guides or tip sheets that include the uniform resource locator (URL's)) for the dedicated Supplier's website.

#### **24.2 Specialized IT Staff Training**

The Supplier shall provide Client's specialized IT staff training for Client's IT staff at the commencement of the Agreement, upon delivery of MFD Resource, at the time of MFD Resource substitution, and as required by the Client's IT staff during the Term of the Agreement at no additional cost to the Client.

The types of technical training shall include, but not be limited to:

- Client IT service desk staff training;
- Online portal training;
- Administrator training, for troubleshooting; and,

- Other technical support training.

This training may be provided onsite, off-site or online, as mutually agreed to between the Supplier and the Client.

The Supplier shall provide classroom training and training documentation for Client staff as required:

- For Client's IT staff, as required during the Term of the Client-Supplier Agreement in order to maintain the expertise of the Client's IT staff in the Supplier's technology as it evolves; and,
- To provide Client's IT staff with knowledge transfer, and hands-on training in hardware and software operation and management of the MFD Resources.

## **25.0 Repair Requirements**

The Supplier will warrant the deployed MFD Resources are maintained in good working order, providing OEM and the Clients with excellent customer support and technical expertise for the Term of the Agreement.

### **25.1 MFD Resource Meter Reads**

If permitted to access the Client's network, the Supplier shall remotely collect and report MFD Resource meter reads to the Client.

### **25.2 Service Technicians and Repair Depots**

The Supplier has appropriate service technicians and service repair depots, as set out in Appendix C – Guaranteed Response Time, to adequately handle all Client requirements.

All service technicians must be employees and/or authorized Subcontractors of the Supplier. The service technicians shall be appropriately trained and have had field service experience on the proposed MFD Resources as well be visually identifiable to ensure safe access to the Clients locations.

Service technicians must have direct access (i.e. local) to replacement MFD Resource supplies/parts/components to complete any required repair within the agreed upon timeframes.

### **25.3 Preventative Maintenance**

The Supplier shall perform full preventative maintenance on the MFD Resources at predetermined copy volumes and/or at predetermined calendar periods (e.g. quarterly), as agreed upon with the Client, to ensure high standards of performance are maintained.

Issue Resolution Steps and Escalation

- A Client initiates service request by either:
  - Calling the Supplier's toll free number, available Monday to Friday, from 8:00 AM - 8:00 PM eastern standard time;
  - Via the internet <http://rciessweb1.ricoh.ca/EService/ServiceRequest.aspx>, by email: [servicecall@ricoh.ca](mailto:servicecall@ricoh.ca); or,
  - Client portal - MyRicoh.
- A service ticket number is assigned;
- The issue is resolved over the phone, or a technology service technician is dispatched;
- The technology service technician calls back within one (1) hour to provide an estimated time of arrival;
- The technology service technician are certified The Supplier technology service technician possess proper network certifications. They are also in contact with the Supplier's analysts and engineers who provide additional expertise if necessary; and,
- The service call is closed upon resolution, and notification is sent to the Supplier's ERP database by the technology service technician.

Service calls are progressively escalated until resolution is achieved in timeline acceptable to the Client. Should the Supplier be unable to resolve an issue within a timely manner, the Supplier will provide a replacement MFD Resource as described in Section 20.0.

Unresolved Issues - the Supplier's complaint management system directs, tracks, and records all Client issues. This system is monitored by the Supplier's Customer Satisfaction Team and results are reviewed monthly against pre-defined targets defined by the Supplier's senior Management meetings.

#### Technician Qualifications

Technology service technician work within a postal code territory, and all customer units are assigned to a specific technology service technician with two (2) back up technology service technician.

#### Preventative Maintenance

All Supplier MFD Resources will have preventative maintenance schedules with their own specific preventative measures tables. These tables include preventative maintenance intervals indicating the number of copies/prints before each preventative maintenance call and what parts need to be replaced within those intervals.

While on-site at the Client's location the technical specialist will perform regularly scheduled preventative maintenance procedures and meticulously examine all key operating components to avoid potential problems, which may have otherwise occurred.

The following parts are checked during the preventative maintenance procedure:

- Paper feed rollers/assemblies in each paper tray and document feeder;
- Transport rollers/units in mainframe and finisher;
- Developer unit;
- Charge roller;
- Corona units;
- Photoconductor unit;
- Fuser unit; and,
- Optics.

All drivers for the Supplier's MFD Resources are available via their website. To the extent the Client is fully up to date with the applicable software maintenance and support and such support includes drivers, those drivers will be provided by the Supplier to the Client electronically. To the extent drivers are available in connection with the firmware on a MFD Resource, the Supplier will also provide the driver electronically to Client. Installation of drivers is the Client's responsibility.

Supplier software updates and upgrades are released on a regular basis and categorized as recommended and required. Required updates are less common but will be communicated directly to the Client's administrator for action. The Supplier Professional Services Delivery will perform software deployments if required in accordance with the Client's guidelines (i.e. remote access requirements). The Supplier will provide the Client with roadmaps that stipulate all planned minor and major MFD Resource upgrades for all proposed software platforms to ensure the Client can plan accordingly. All minor and major MFD Resource upgrades can be centrally pushed to all required Clients and MFD Resources centrally to ensure proficient deployment of software updates accordingly.

The Supplier is the point of contact for all Client requirements. Areas supported by the Supplier's Subcontractors follow the same issue resolution steps and escalation procedures.

The Supplier provides phone support from Monday to Friday, between the hours of 8:00 am to 8:00 pm eastern standard time.

Preventative maintenance schedules are dependent and agreed upon based on the Client's environment (e.g. volume, availability of Client) and the MFD Resource model of the unit.

Every component within each MFD Resource model has a recommended preventative maintenance schedule that is based on volumes. After consultation with the Client and a history of volume has been established the service technician will coordinate with the Client to perform preventative maintenance as required.

#### **25.4 Repair Response Time**

The Supplier's technician shall be onsite within the timeframe indicated in Appendix C – Guaranteed Response Times. The Supplier's response time performance will be monitored, in part, against the information contained in Appendix D – Performance Management Scorecard.

Note - Clients will not diagnose service problems when placing a service call.

Production MFD Resources are supported with a higher level of response time than for Office MFD Resources. The Supplier and Client, when executing a Client-Supplier Agreement will mutually agree on response times as it relates to Production MFD Resources.

#### **25.5 Repair Time**

The Supplier shall provide MFD Resource repairs within one (1) Business Day (i.e. the MFD Resource will be available for use within one (1) Business Day) or within the time frame set out on Appendix C – Guaranteed Response Time.

If the Supplier cannot repair the MFD Resource within the time frame set out on Appendix C – Guaranteed Response Time, the Client has the right to request the MFD Resource be swapped with a new functioning MFD Resource while the original MFD Resource is being repaired to be mutually agreed upon when executing a Client-Supplier Agreement.

#### **25.6 Replacement Parts and/or Component Resources**

The Supplier is expected to meet future needs, on an as and when required basis, for replacement panels, components, and replacement parts, and/or for additions to existing configurations for a period of at least five (5) years from the original installation date according to the delivery lead times set out above.

#### **25.7 Liquidated Damages**

The Supplier shall pay a fifty dollar (\$50) liquidated damage fee to Clients experiencing a Resource (i.e. applicable to each MFD Resource) uptime of less than ninety-eight percent (98%) as set out in Appendix D. The Supplier shall pay the appropriate liquidated damages amount to the Client the month after the violation occurred.

#### **26.0 Managed Print Service Resources**

The Supplier shall provide MPS Resources on an as-and-when-required basis to Clients upon request. MPS may include, but is not limited to:

- Review, optimize (i.e. right size) and recommend an approach to manage the Client's digital content management and document output;
- Monitor, manage, and optimize total print output;
- Assess and develop strategies to improve document security, reduce printing costs and increase productivity;
- Conduct an assessment to analyze the Client's current printing infrastructure;
- Provide an MPS plan aligning with the Client's print strategy, setting out phases, timelines, tasks, helpdesk support, recommended software solutions, reporting, roles and responsibilities, risk mitigation strategies, and other key information resulting in a successful execution;
- Make recommendations with respect to the quantity and deployment (type, features, location, size, features) of Resources to provide Clients with efficiencies;
- Recommend strategies to move a Client to more electronically-based documents reducing overall print/copy costs;
- Print and document analytics;
- Print server optimization: follow-me printing, rules-based printing, roles-based printing;

- Document workflow management;
- Digitization services (e.g. optical character recognition, searchable PDF);
- Content and records management;
- Manage Resource life cycle, and disposal;
- Implement a print release infrastructure (to support bring-your-own-device (“BYOD”));
- Provide reporting on overall cost, energy, greenhouse gas and solid waste reductions; and,
- Review and provide sustainability benefits (e.g. financial, environmental impact, energy consumption, social).

The Supplier shall provide the following MPS Resource software applications:

Crowdmark
Equitrac
Hotspot Enterprise
Laserfiche
Nuance – Autostore
PaperCut MF
Remark
Ricoh Hosting Services
Ricoh Managed Application Services
Streamline NX

Refer to Appendix B for applicable Rates, if any, related to MPS Resources.

The Supplier’s MPS Program referred to as Managed Document Services, is a comprehensive platform of service elements that are designed to optimize all aspects of a Client’s document output environment. Services involve developing, monitoring, consolidating, controlling and optimizing the printing and imaging infrastructure.

The Supplier’s Managed Document Services portfolio is structured into five key phases:

- Understand;
- Improve;
- Transform;
- Govern; and,
- Optimize.

This phased approach helps with the overall organization and efficient delivery of the Supplier’s Managed Document Services program within a Client’s environment and is designed to minimize any potential disruption to a Client’s daily business routine and maximize Client benefits. Each phase has a corresponding set of service offerings which are in turn broken down into individual service elements. The govern and optimize phases focus on sustaining and continually improving the optimized state.

Monthly Operations Reporting

The Supplier has developed a standard set of Managed Document Services reporting and measurements that are provided to Clients on a monthly basis. The reports listed below outline the standard SLAs that the Supplier measures and the reporting structure that gets presented to the Clients:

- Fleet summary report;

- IMAC-D report, providing detailed listings of all installs, removals and relocations for a specified period of time along with the details of each install, move, add, change, and dispose activity;
- Equipment performance analysis;
- Detailed service call report;
- Suspect activity report;
- Supply order report;
- Spend report; and,
- Utilization and trending report.

The Supplier will work with the Client to determine if additional SLAs are required.

The Supplier's mandate is to provide governance and continuous value to the Client. The Supplier also hosts quarterly and annual business review meetings designed to review SLAs and uncover opportunities for further fleet rationalization and optimization.

Requirement	Software	Components
Print and document analytics	Papercut	Server, User licences, embedded MFD Resource licences
Follow-me printing	Papercut	
Rules-based printing	Papercut	
Roles-based printing	Papercut	
Document workflow management	Laserfiche	Core System - includes unlimited servers, workflow, web/mobile access, advanced audit trail, web administration console, digital signatures, snapshot, email
Digitization services	Nuance - Autostore	Server and embedded device licences
Student registration	Laserfiche	Forms Portal and authenticated participant licences
Student attendance	Laserfiche	Forms Portal and authenticated participant licences
Student testing and grading	Remark	User/student licenses
Student testing and grading	Crowdmark	User/student licenses
Mobile printing	Hotspot Enterprise	Device license
Optical character recognition	Nuance - Autostore	Server and embedded device licences

The Supplier provides solutions, at the Rates set out in Appendix B, as it pertains to follow-me printing, server-less printing, rules-based printing, roles-based printing and mobile printing. The Supplier's portfolio includes but is not limited to:

- PaperCut;
- Cirrato;
- Nuance Equitrac Express; and,
- Other leading Supplier-designed platforms (e.g. Streamline NX). All platforms accommodate the functional feature sets stipulated by the Client.

MFD Resource printing that is allocated to shared accounts (i.e. via the Client tool), can be tracked and charged separately (e.g. allowing setting and tracking department budgets).

PaperCut's logging is available for view or export as reports.

PaperCut runs on all operating systems on the server as well as the workstation, and it is network environment agnostic. PaperCut supports the following directory environments as standard:

- Windows Active Directory;
- LDAP;
- E-Directory;
- Apple Open Directory;
- Standard POSIX (PAM, NIS/Yellow Pages); and,
- Samba.

The Supplier would conduct an assessment exercise to gain an understanding of Client's environment and may recommend an alternative print management system if PaperCut does not meet all requirements.

#### HR & Records Management

The Supplier has developed a set of tools for HR Management that eases the labour burden and improves currency and accuracy of personnel records. HR staff can find the status of a particular employee and action records in seconds. HR records are captured electronically and made available through a secure digital repository that maintains roles-based security and only the information relevant to the user is displayed.

#### Student Registration

Student registration is labour intensive that relies substantively on paper-based workflows. The Supplier provides solutions for Clients that help to streamline the collection, dissemination, distribution and archiving of both paper-based and digital information.

#### Student Exemption

Students that apply to exempt faculty credits when changing streams or apply from external/foreign institutions must seek approval for such credit recognition by the specific faculty to which they are applying. This process is typically paper-based involving the circulation of forms and supporting documentation. The process is open to many delays, costs associated with document transport and document loss exposing the institution to risk for both the applying student and the institution.

The Supplier has developed a Student Exemption solution that dramatically improves this process while adding integrity and confidence in the process. Students are able to apply online or in person and provide all supporting documentation securely.

#### Testing & Grading

The Supplier's Remark & Crowdmark platform will provide testing and grading solutions that automate paper based intensive processes.

The most substantial benefits in implementing digital workflows are realized as a reduction in time spent in-process, and reduction in associated costs (for instance, elimination of paper documents, courier costs, power consumption, integration and rationalization of legacy systems). Especially when converting a paper-based process into an electronic one, dramatic time and overhead savings can be realized.

#### Document Workflow Management

The Supplier's Document Workflow Management Solution will enable Clients to automate standard, collaborative business processes, such as approvals or routing, based on conditions transforming content repository into a dynamic content management solution that ensures business processes are performed consistently and efficiently. The Supplier's robust forms and email integration can deliver content and obtain information from participants in a variety of real world ways without having users even log into the main system.

Clients may benefit from an intuitive workflow engine and available connectivity to external systems and databases, and a highly flexible infrastructure for adapting existing manual processes into fully automated workflows with full accountability.

The Supplier's Document Workflow Management solutions are designed to be straightforward to purchase, deploy, extend, administer and support – giving Client IT managers central control over their information



infrastructure, including standards, security and auditing, while still offering business units the flexibility to react quickly to changing conditions. To simplify system administration, the Supplier's product suite is built on top of Microsoft technologies; it deploys quickly and easily scales to accommodate both an increasing number of users and high-volume repository growth.

Assessment/due diligence exercises are an integral part of the Supplier's Methodology Framework as they provide the necessary details required to design and build a software platform that will meet the Client's unique requirements. The cost of the assessment is dependent upon the scope and complexity, as defined by the Client, of a project. For example, an assessment to design a content management and workflow solution would typically involve a greater level of effort relative to a print management/follow you printing assessment. Cost of an assessment is subject to the per diem Rate set out on Appendix B.

The Supplier offers a number of other print management platforms (e.g. Equitrac and Streamline). Based on the Supplier's experience, there may be unique scenarios where said platforms may be considered ( e.g. if the scoped project reveals that Equitrac already exists in the environment and the Client may want to consider leveraging the investment already made).

#### Content and Records Management

The Supplier's offers Laserfiche software for Content and Records Management. Rates are set out in Appendix B.

The Supplier's consulting group would oversee the assessment process which is comprised of the following four (4) phases:

- Planning – where the objectives, goals and scope of the project will be determined;
- Assessment – consultants engage onsite stakeholders to understand specific in scope current state business processes and infrastructure;
- Design – leverage phase two analytics to design future state recommendations; and,
- Reporting – provide comprehensive report of findings and recommendations to the Client.

The Supplier's Laserfiche Enterprise content management platform is available to Clients at no additional cost.

Document workflow management - Core System - includes unlimited servers, workflow, web/mobile access, advanced audit trail web administration console, digital signatures, snapshot, email

- Student registration - Forms Portal and authenticated participant license's; and,
- Student attendance - Forms Portal and authenticated participant license's.

Ricoh can provide a MDS assessment with a SOW that will be drafted at the Professional Services Per Diem Rate. Pricing is dependent upon several factors which include size of fleet, number of sites, locations of sites, and number of floors.

## **27.0 Professional Service Resources**

The Supplier shall provide professional service Resources on an as-and-when-required basis to Clients upon request. The Supplier should conduct a study and analyze the Client's current structure and recommend approaches to move the Client towards a more efficient, cost effective managed print services solution.

The analysis provided by the Supplier should take the following aspects into consideration before making recommendations to the Client including, but not be limited to:

- Agreement administration and support;
- Deployment (location, size, feature requirements);
- Fleet management;
- Moves, additions and changes;
- Pricing;
- Quality control;

- Reporting;
- Savings;
- Secure print;
- Service requirements;
- Substitutions;
- Sustainability;
- Training; and,
- Transition and implementation.

The Supplier's Managed Document Services methodology places significant emphasis on a continuous improvement process that focuses on continually delivering additional cost savings, productivity improvements and efficiencies to the Client's organization.

Items investigated include quality, effectiveness, waste (i.e. labour, process time and materials), cost-efficiency gains through new technology and return-on-investment business case development.

The Managed Document Services model contains several key mechanisms that are essential to continually meeting users' needs:

- Complete Managed Document Services assessment to determine future state design for your business;
- Monthly reviews of MFD Resource utilization to ensure they are properly matched to volume requirements taking action to rebalance distribution, as required;
- Opportunities to improve efficiency and productivity;
- A well-defined and consistently executed IMAC-D process that handles all Client user requests for changes to the fleet in a way that addresses user needs through a combination of training, MFD Resource relocations, upgrades, swaps and change management; and,
- Transactional and periodic surveys to capture user requirements that feed the continuous improvement process.

Lifecycle analysis is an internal process the Supplier performs for limiting the amount environmental impact of our solutions offered to Clients. If required by clients, there is an additional cost as set out in Appendix B.

## **28.0 Customer Support to Clients**

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- A Client-specific escalation chart, as per Appendix E of the Client-Supplier Agreement or Appendix G of the Master Agreement;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day response;
- Audit services that is, assessing Clients MFD Resource requirements (e.g. some Clients may use a staff and/or student allocation ratio to assess their requirements);
- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- Knowledge transfer, and no additional cost educational events (e.g. webinars), if available;
- Establishing an ongoing communications program with the Client (e.g. new initiatives, innovation, sustainability);

- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending meetings with Clients, as requested; and,
- Providing reports to Clients, upon request.

The Supplier assigns a dedicated team of professionals to each Client based on their requirements. The local account team, consisting of an Account Manager, a Sales Manager, the Operations Support Organization and the Customer Service Team, is supported by regional and national resources.

The Supplier's Account Manager oversees all sales functions including contracts, orders and general account management throughout the implementation process. Once deployment is initiated, the Account Manager becomes a contact point for escalation and inventory management.

The Supplier's Branch Manager is the back up for escalation issues and ensures senior management involvement to support the Account Manager. The Branch Manager will act as the Clients single point of contact should the Account Manager be absent.

The Supplier's toll-free support line is available for troubleshooting and service issues. The Supplier guarantees a response time of four (4) hours.

The Supplier's Managed Document Services methodology places significant emphasis on a continuous improvement process that focuses on continually delivering additional cost savings, productivity improvements and efficiencies to Clients. The details of the Suppliers Managed Document Services methodology are as follows:

- Monthly reviews of MFD Resource utilization to ensure they are properly matched to volume requirements and if not, taking action to rebalance MFD Resources distribution;
- A defined continuous improvement process that identifies and tracks all opportunities to improve efficiency and productivity;
- A well-defined and consistently executed IMAC-D process that handles all user requests for changes to the fleet in a way that addresses user needs through a combination of training, MFD Resource relocations, upgrades, swaps and change management;
- Transactional and periodic surveys to capture user requirements that feed the continuous improvement process; and,
- Quarterly and annual reviews with the Client.

The Supplier, through a third party service provider, has two (2) types of networks for providing Clients with on site servicing.

The Supplier uses only certified supply parts and toner.

**28.1 Customer Satisfaction**

Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,

- Performance (i.e. is the Supplier meeting the Appendix D – Performance Management Scorecard requirements).

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OECM upon completion.

## **29.0 Agreement Management Support to OECM**

OECM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- A senior account manager responsible for the overall management and reporting of the Agreement, including the management of area account managers and/or local dealers responsible for the delivery of services to Clients;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review such information as:
  - Client-Supplier Agreements and upcoming opportunities; and,
  - Performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction;
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required; and,
- Attending, at a minimum, quarterly business review meetings with OECM to review, and if necessary, act upon:
  - The previous quarter's SLAs;
  - Client-Supplier Agreements and upcoming opportunities will be identified to OECM (active and those pending);
  - Deliverables and potentially other related Resources to support Client's business requirements;
  - Issues and opportunities for improvement;
  - Resource lifecycle management;
  - Industry trends, new technology/innovation;
  - Resource improvement plans;
  - Service delivery processes;
  - Operational activities;
  - Status of outstanding problems/complaints;
  - Monitor performance management compliance;
  - Quick quote/request for service requested and issued;
  - Savings (based on OECM's selection of up to seven (7) Clients per quarter);
  - Client issued customer satisfaction survey results;

- o Potential enhancements to Appendix D – Performance Management Scorecard;
- o Inventory management/audits/upcoming issues;
- o Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- o Monitoring, managing and reporting pricing, savings, customer satisfaction results and Client-Supplier Agreement status; and,
- o Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required.

**30.0 Optional Process to Add Other Resources**

If mutually agreed to by OEMC and the Supplier, other Resources (including but not limited to remanufactured MFD Resources, emerging technology/innovation and/or related services) may be added to the Agreement to align with Client needs twice a year during the Term.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's Resource to add other related Resources. All Resources, currently in the Agreement, shall remain unchanged.

The Supplier may request the addition of other Resources by April 1st and/or October 1st. The Supplier shall provide prior written notice, accompanied by appropriate documentation (e.g. detailed calculations, Resource description, original equipment manufacturer, part numbers, and rationale for the addition) to OEMC at least sixty (60) before April 1st and/or October 1st, if requesting a Resource refresh.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

The Agreement will be amended accordingly, if necessary.

**31.0 Saving Calculation**

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier shall provide OEMC with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

If the Supplier has provided the Client additional savings based on the Client's requirements, i.e. volume discount, the Supplier shall provide OEMC with details in the monthly spend report.

**32.0 Financial Incentives to Clients**

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

In consultation with OEMC, the Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to shall be incorporated into the Client-Supplier Agreement and be reviewed and adjusted (e.g. annually), as required.

**33.0 Invoicing**

The Supplier shall submit consolidated monthly invoices based on the previous month's actual volume and activity (e.g. moves, adds, managed print services, professional services).

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client-Supplier Agreement shall be itemized and contain, at a minimum, the following information:

- Client's name (and specific location for larger Clients) and delivery address;
- Invoice date and number;
- Client's purchase order number;
- Department name;
- Client's cost centre number, general ledger number, as required;
- Description of MFD Resource (including model and serial number, and installation location), quantity and Rates invoiced;
- MFD Resource meter readings;
- Supplies (e.g. no additional cost staples) ordered and received (including quantity); and,
- Extended total and Harmonized Sales Tax ("HST").

Note – Clients' payment terms will not be in effect until Supplier provides an accurate invoice.

The Supplier accepts all major credit cards including American Express, MasterCard, Visa and PCard systems at no additional cost to the Client.

Each Client will specify their detailed invoicing requirements (i.e. ten-month billing versus twelve-month billing, monthly versus quarterly) when executing a Client-Supplier Agreement.

**34.0 Electrical Requirements**

All MFD Resources subject to standards approval for use/consumption in the Province of Ontario must conform to the standards approved by Canadian Standards Association, the Ontario Electrical Safety Code, and/or Underwriters Laboratory.

**35.0 Electrical Connections**

All MFD Resources connected to electrical service (110-120 volt) must be equipped with a three (3) wire U-ground power cord.

The Client shall arrange for the installation of the Supplier recommended power connection to the power source.

**36.0 Workplace Hazardous Materials Information System**

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are at Client's location as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

**37.0 ISO 14001 Certification**

The Supplier (or its OEM) should be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 program for the manufacturing facility where the specific MFD Resource being proposed is manufactured.

**38.0 Disaster Recovery and Business Continuity**

The Supplier shall possess and provide to OEMC and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

**39.0 Licenses, Right to Use and Approvals**

The Supplier shall obtain all licenses, right to use and approvals required in connection with the supply of the Deliverables. The costs of obtaining such licenses, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such license, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OEMC shall be considered an approval by OEMC for the Supplier to carry on such activity without the requisite license, right to use or approval.



## APPENDIX B – RATES AND RESOURCE SPECIFICATIONS

### 1.0 Maximum Rates

The Resource Rates, as set out in a separate file, are firm maximum Rates for the first four (4) years of the Agreement

The Supplier may, however, lower its Rates for specific Client Resources without affecting the Rates in the Agreement.

The Rates shall be the firm maximum Rates for the Term of the Agreement if a Rate refresh is not exercised as noted below.

The Supplier shall invoice Clients at the lowest Rate if a Resource is offered on multiple OEMC Master Agreements then currently in place with Supplier.

In extenuating circumstances, OEMC may consider a Rate adjustment substantially effecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OEMC. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Resources in this Agreement. OEMC will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

### 2.0 Resource Rate Methods

Clients, with the Supplier support, will determine the appropriate Resources and pricing method(s) based on their organizational needs.

- There are two (2) types of Rates applicable to the **MFD Resources**:
  - Operating rental cost plus cost per page ("CPP"); and,
  - Outright purchase plus CPP.
- The following three (3) types of Rates are applicable to **MPS Resources**:
  - CPP;
  - Maximum per diem Rates; and,
  - Software Rates.
- The following Rate is applicable to **Professional Services Resources**:
  - Maximum per diem Rates.

Clients are seeking value for money, ease of use, efficient pricing methods to streamline day-to-day operations including invoicing and Agreement management. During Client-Supplier Agreement execution, the Client and Supplier may mutually agree to a blended CPP Rate for invoicing purposes only.

### 3.0 Optional Rate Refresh

OEMC's goal is to maintain Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the fourth (4<sup>th</sup>) anniversary of the Agreement or on the eighth (8<sup>th</sup>) year anniversary, if an extension is being exercised. For Clients, however, who have signed a sixty (60) month rental in the first or second year of the Agreement, the initial Rates shall stay in effect for the entire sixty (60) month period. If requesting a Rate refresh, the Supplier shall provide a written notice to OEMC at least one-hundred-and-twenty (120) days prior to the fourth (4<sup>th</sup>) anniversary of the Agreement or in the eighth (8<sup>th</sup>) year if an extension is being exercised.

As part of any review OEMC will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be supported by the original equipment manufacturer ("OEM") and accompanied by documentation deemed appropriate by OEMC. OEMC will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OEMC that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered by OEMC when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OEMC and the Supplier, the new Rates would only be applicable to the Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice. If, however, a proposed Rate increase is not accepted by OEMC the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period shall remain in effect.

Decreases to the maximum Rates shall be accepted at any time during the Term of the Agreement.

The Agreement will be amended accordingly.

#### **4.0 No Minimum Volumes**

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders (e.g. related to copy impressions and/or the number of MFD Resources acquired) whatsoever during the Term of the Agreement.

#### **5.0 Ontario Electronic Stewardship Fees**

The Supplier shall participate in the Ontario Waste Electrical and Electronic Equipment ("WEEE") Program Plan and control the electronic waste produced through either a Supplier self-managed or third party hardware return and recycling program.

The Client shall be responsible for paying the Supplier's WEEE Rate per MFD Resource installed at their location.

#### **6.0 Early Termination Fees**

In the event a Client terminates one (1) or more MFD Resource prior to end of the fleet term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental MFD Resources as set out in this Appendix and in the Master Agreement.

Early termination fees are not applicable to purchased MFD Resources.

#### **7.0 Pricing Audit and Management**

The Client, OEMC, or OEMC on behalf of a Client, may request Rate audits on Resources provided during the Term (including all Rates) of the Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Client, OEMC, or OEMC on behalf of a Client within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

#### **8.0 Applicable Rates**

[following page]

**8.0 Applicable Rates**

<b>1. MFD Resources</b>	<b>Quantity</b>	<b>Total Mthly Rental Amount</b>	<b>Term</b>	<b>Warranty Service Colour CPC</b>	<b>Warranty Service B&amp;W CPC</b>
Pro 8210 SE Green Line	2	\$692.18	Sixty (60) Months	N/A	\$0.00505
Pro 5200 With Fiery	2	\$1,365.45	Sixty (60) Months	\$0.05150	\$0.00906
Epson T7270	1	\$110.24	Sixty (60) Months	Ink Out	
Epson T7270			Sixty (60) Months	Annual Service	\$653.02/ Yr
<b>2. Binding Equipment</b>					
* RSL 2702s laminator * Akiles WBN 532 wire closer * Akiles roll-a-coil * Duplo DF 777 paper folder * Morgana DC 52 creaser * Challenge Padding Wagon * SW4012 punch with coil/ wire/ cerlox dies * EBA 5260 digital programmable cutter * Additional knife for cutter * installation and training * Shipping * deluxe M2 stitcher (floor model)	1	\$824.00	Sixty (60) Months		5 year Maintenance included
<b>3. Additional Managed Print Services Resources</b>					
On Site Staff*	3 Full-time MPS Labour	\$14,935.00	Sixty (60) Months		
TRAC **	1	\$464.53	Sixty (60) Months		

**\*Assumptions applicable to the Rates for On Site Staff.**

1. \$14,935.00 per month, includes:

3 full-time, fully-benefitted, permanent, dedicated Ricoh personnel

- Working Site Supervisor
- 1 Sr. On-Site Service Specialist
- 1 On-Site Service Specialist

40-hour work week for all personnel

2. Variable Labour Rates On-Site Staff:

Overtime services - \$36.00 per hour per employee, overtime not incurred adjacent to regular business hours is subject to a 4-hour minimum charge

Supplemental on-site personnel dispatched to the site - \$30.00 per hour per employee, subject to a 4-hour minimum charge.

3. All Labour Rates are subject to a 2% annual escalator.

**\*\* TRAC:** Ricoh - Trend, Reporting, Analysis and Communication - Solution is a web-based application and repository hosted by a third-party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Ricoh Equipment and Services provided under an accepted Service Order. Rate noted above is for Basic TRAC Services. Client may order Enhanced TRAC at a rate to be quoted.

## APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

### Administrative Policies and Directives

**Section:** AODA/Human Resources **Policy No.:**

**Topic:** City of London Integrated Accessibility Standards Policy

**Issue Date:** 2013      **Date Of Last Revision:** November 1, 2017

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### **1. Purpose/Background Information**

The Accessibility for Ontarians with Disabilities Act, 2005 (the "AODA") is a Provincial Act with the purpose of developing, implementing and enforcing accessibility standards in order to achieve accessibility for persons with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures, and premises.

Under the AODA, Ontario Regulation 191/11 entitled "Integrated Accessibility Standards" came into force on July 1, 2011. This regulation establishes accessibility standards specific to information and communications, employment, transportation, the design of public spaces and customer service standards for public and private sector organizations that provide goods, services or facilities to the public or other third parties.

### **2. Application and Scope**

This policy has been drafted in accordance with the Regulation and addresses how the City of London achieves accessibility through meeting the Regulation's requirements. It provides the overall strategic direction that will be followed to meet the accessibility needs of persons with disabilities in the provision of goods, services and facilities. This policy applies to all employees, volunteers, Council Members, persons who participate in developing the organization's policies and all other persons who provide goods, services or facilities on behalf of the organization.

### **3. Definitions**

#### Accessible Formats

May include, but are not limited to, large print, recorded audio and electronic formats, braille and other formats usable by persons with disabilities.

#### Assistive Device

A device used to assist persons with disabilities in carrying out activities or in accessing the services of persons or organizations covered by the Customer Service Standard.

#### City

The Corporation of the City of London, excluding boards and commissions.

#### Communications

The interaction between two or more persons or entities, or any combination of them, where information is provided, sent, or received.

#### Communication Supports

Communication supports are alternative ways of communicating with people with disabilities. Examples of a communication support may include, but are not limited to, captioning, alternative and augmentative communication supports, plain language, sign language through an interpreter and other supports that facilitate effective communications.

#### Disability

- a. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- b. a condition of mental impairment or a developmental disability,
- c. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- d. a mental disorder, or
- e. an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

#### Guide Dog

A guide dog as defined in section 1 of the Blind Persons' Rights Act is a dog trained as a guide for a blind person and having qualifications prescribed by the regulations under the Blind Persons' Rights Act.

#### Kiosk

An interactive electronic terminal, including a point-of-sale device, intended for public use that allows users to access one or more services or products or both.

#### Mobility Aid

A device used to facilitate the transport, in a seated posture, of a person with a disability

#### Service Animal

Any animal used by a person with a disability for reasons relating to the disability where it is readily identified that the animal is used by the person for reasons relating to their disability as a result of visual indicators such as the vest or harness worn by the animal or where the person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reasons relating to their disability;

- A member of the College of Audiologists and Speech-Language Pathologists of Ontario
- A member of the College of Chiropractors of Ontario
- A member of the College of Nurses of Ontario
- A member of the College of Occupational Therapists of Ontario
- A member of the College of Optometrists of Ontario
- A member of the College of Physicians and Surgeons of Ontario

- A member of the College of Physiotherapists of Ontario
- A member of the College of Psychologists of Ontario
- A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario

Support Person

A person who accompanies a person with a disability in order to help with communication, mobility, personal care, or medical needs or with access to goods, services or facilities. Examples of a support person may include, but are not limited to, sign language interpreters, intervenors, a guide for a person with vision loss, and personal care assistants.

Taxicab

A motor vehicle as defined in the Highway Traffic Act, other than a carpool vehicle, having a seating capacity of not more than six persons, exclusive of the driver, hired for one specific trip for the transportation exclusively of one person or group of persons, one fare or charge only being collected or made for the trip and that is licensed as a taxicab by a municipality.

Web Content Accessibility Guidelines (WCAG)

World Wide Web Consortium Recommendation, dated December 2008, entitled "Web Content Accessibility Guidelines (WCAG) 2.0"

**4. Statement of Commitment**

The Corporation of the City of London is committed to providing quality goods, services, and facilities that are accessible to all persons we serve. We will continue to work with the community and allocate appropriate resources toward the elimination of accessibility barriers in customer service, information and communication, employment, transportation and the design of public spaces and are committed to meeting the requirements of applicable legislation, including the Accessibility for Ontarians with Disabilities Act and the Ontario Human Rights Code.

**5. General Provisions**

**a. Multi-Year Accessibility Plan and Annual Status Update Reports**

In consultation with persons with disabilities and the Accessibility Advisory Committee, the City will establish, implement, maintain and update a Multi-Year Accessibility Plan which outlines the organization's strategy to prevent and remove barriers and meet requirements under the Integrated Accessibility Standards. The Annual Status Update Reports will provide updates on the progress made each year toward achieving the strategy and targets identified in the Multi-Year Plan. The Multi-Year Plan and annual status reports will be posted on the City's website and made available in an accessible format upon request.

**b. Procuring or Acquiring Goods, Services or Facilities**

The City shall incorporate accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In the event it is not practicable to do so, an explanation will be provided upon request.

The City shall incorporate accessibility features when designing, procuring, or acquiring self-service kiosks.

**c. Training**

The City will ensure that training is provided as required by the Integrated Accessibility Standards. The content of the training will include the requirements of the accessibility standards referred to in Ontario Regulation 191/11 and the Human Rights Code as it pertains to persons with disabilities. The training provided shall be appropriate to the duties of those being trained.

Training will be provided as soon as practicable, as well as on an ongoing basis if changes to this policy occur. The City will keep records of the training, including the date on which training is provided and the number of individuals to who it is provided. The names of individuals trained will be recorded for training administration purposes, subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA").

**6. Information and Communications Standards**

The City is committed to meeting the communication needs of persons with disabilities in accordance with the Integrated Accessibility Standards and will notify the public about the availability of accessible formats and communications supports as required.

Upon request, the City will provide or arrange for the provision of accessible formats and communication supports for persons with disabilities in a timely manner and at a cost that is no more than the regular cost charged to other persons.



In determining the suitability of an accessible format or communication support, the City will consult with the person making the request. If the City determines that information or communications are unconvertible, it shall provide the individual requesting the information or communication with an explanation as to why the information or communications are unconvertible and a summary of the unconvertible information or communications.

**a. Feedback**

The City has processes in place for receiving and responding to feedback and will ensure that these processes are provided in an accessible manner and with communication supports upon request.

**b. Emergency Information**

Where the City prepares emergency procedures, plans or public safety information and makes the information available to the public, the City shall provide the information in an accessible format or with appropriate communication supports, as soon as practicable, upon request.

**c. Accessible Website and Web Content**

The City shall make its internet website and web content conform to the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG 2.0) as required by the Integrated Accessibility Standard.

**7. Employment Standards**

The Corporation is committed to fair and accessible employment practices. The Employment Standards outline requirements for the accommodation of persons with disabilities during the recruitment process and throughout employment with the City.

**a. Recruitment**

The City shall notify employees and the public about the availability of accommodation for applicants with disabilities in its recruitment processes.

Specifically, the City shall:

- notify job applicants when they are individually selected to participate in an assessment or selection process that accommodations are available upon request in relation to the materials or processes to be used;
- if a selected applicant requests an accommodation, consult with the applicant and provide or arrange for the provision of a suitable accommodation in a manner that takes into account the applicant's accessibility needs;
- notify successful applicants of the policies for accommodating employees with disabilities when making offers of employment.

**b. Informing Employees of Supports**

The City shall inform its employees of its policies used to support its employees with disabilities, including, but not limited to, policies on the provision of job accommodations that take into account an employee's accessibility needs due to a disability.

This information shall be provided to new employees as soon as practicable after they begin their employment and shall be updated for all employees whenever there is a change to the existing policies.

**c. Accessible Formats and Communication Supports for Employees**

Upon request by an employee with a disability, the City shall consult with the employee to provide or arrange for the provision of suitable accessible formats and communication supports for:

- Information that is needed in order to perform the employee's job; and
- Information that is generally available to employees in the workplace.

**d. Workplace Emergency Response Information**

The City shall provide individualized workplace emergency response information to employees who have a disability if the disability is such that the individualized information is necessary and the employer is aware of the need for accommodation. The City shall provide the information as soon as practicable after becoming aware of the need for accommodation.

If an employee who receives individualized workplace emergency response information requires assistance and with the employee's consent, the City shall provide the workplace emergency response information to the person designated by the employer to provide assistance to the employee.

The City shall review the individualized workplace emergency response information:

- when the employee moves to a different location in the organization,
- when overall accommodation needs or plans are reviewed, and
- when the employer reviews its general emergency response policies.

#### **e. Documented Individual Accommodation Plans**

The City shall develop and have in place a written process for the development of documented individual accommodation plans for employees with disabilities. The process shall include the following elements:

- The manner in which an employee requesting accommodation can participate in the development of the individual accommodation plan;
- The means by which the employee is assessed on an individual basis;
- The manner in which the City may request an evaluation by an outside medical or other expert, at the City's expense, to assist with determining if accommodation can be achieved and, if so, how to achieve accommodation;
- The manner in which the employee can request the participation of a representative from their bargaining agent, where represented, or other representative from the workplace where the employee is not represented by a bargaining agent;
- The steps taken to protect the privacy of the employee's personal information;
- The frequency with which the individual accommodation plan will be reviewed and updated and the manner in which it will be done;
- If an individual accommodation plan is denied, the manner in which the reasons for the denial are to be provided to the employee;
- The means of providing the accommodation plan in a format that takes into account the employee's accessibility needs;

Individual accommodation plans shall:

If requested, include any information regarding accessible formats and communications supports provided; if requested, include individualized workplace emergency response information; and identify any other accommodation that is to be provided.

#### **f. Return to Work Process**

The City shall have in place a documented return to work process for employees who have been absent from work due to a disability and require disability-related accommodation in order to return to work. The process shall outline the steps the City will take to facilitate the return to work of employees absent due to disability and include documented individual accommodation plans.

#### **g. Performance Management, Career Development and Advancement, Redeployment**

The City shall take into account the accessibility needs and/or individual accommodation plans of employees when:

- Using performance management processes;
- Providing career development and advancement; and
- Using redeployment.

### **8. Transportation Standards**

#### **a. Bus Stops and Shelters**

Where the City develops design criteria for bus stops and shelters, the City shall consult the Accessibility Advisory Committee, the public, and persons with disabilities in the development of accessible design criteria considered in the construction, renovation, or replacement of bus stops and shelters. Where applicable, this will include any steps that will be taken to meet the goal of accessible bus stops and shelters.

Where the City has entered into arrangements with a person respecting the construction of bus stops and shelters, the City will ensure that the person participates in the consultation process.

#### **b. Taxicabs**

The City shall:

- Consult with the Accessibility Advisory Committee, persons with disabilities and the public to determine the proportion of on-demand accessible taxicabs required in the community

- Identify progress made toward meeting the need for on-demand accessible taxicabs including any steps to be taken to meet the need;
- Ensure that owners and operators of taxicabs are prohibited from charging a higher fare or an additional fee for persons with disabilities and from charging a fee for storage of mobility aids or mobility assistive devices; and
- Ensure taxicabs have vehicle registration and identification information on the rear bumper of the taxicab, and available in an accessible manner to passengers with disabilities.

## **9. Design of Public Spaces Standards (Accessibility Standards for the Built Environment)**

The City is committed to designing public spaces that are free from barriers and accessible to all persons we serve. The City will comply with the Design of Public Spaces Standards with respect to public spaces that are newly constructed or redeveloped, including:

- Recreational trails and beach access routes
- Outdoor public use eating areas
- Outdoor play spaces
- Exterior paths or travel
- Accessible parking
- Obtaining services
- Maintenance of accessible elements

### **a. Maintenance of Accessible Elements Procedure**

The City will maintain the following procedures for preventative and emergency maintenance of accessible elements in its public spaces:

- Staff will regularly monitor the accessible public spaces elements implemented in their Service Area. Staff will actively monitor feedback submissions or notifications from the public that an accessible element requires maintenance and implement corrective actions, as necessary.
- Staff will report any issue or deficiency impacting the accessible public spaces element(s) in a timely manner within their service area for further review and/or follow up. Potential outcomes may include, the element undergoes a plan for remediation and/or emergency maintenance may take place, depending on the circumstances.
- In accordance with section 10 (c) Notice of Temporary Disruption of Goods, Services, and Facilities of this document, notice of temporary service disruptions of accessible elements shall be provided to the public.

## **10. Customer Service Standards**

### **a. The Provision of Goods, Services, and Facilities to Persons with Disabilities**

The City will use reasonable efforts to ensure that its policies, practices and procedures are consistent with the following principles:

- the City's goods, services and facilities are provided in a manner that respects the dignity and independence of persons with disabilities;
- the provision of the City's goods, services and facilities to persons with disabilities are integrated with the provision of goods, services and facilities to others, unless an alternative measure is necessary, whether temporary or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the City's goods, services and facilities;
- persons with disabilities are given an opportunity equal to that of persons without disabilities to obtain, use or benefit from the City's goods, services and facilities.

### **b. Communication with Persons with Disabilities**

When communicating with a person with a disability, the City will do so in a manner that takes into account the person's disability.

Upon request, the City will provide or arrange for the provision of accessible formats and communication supports for persons with disabilities in a timely manner and at a cost that is no more than the regular cost charged to other persons.

### **c. Notice of Temporary Disruptions in Goods, Services, and Facilities**

The City is aware that the operation of its goods, services and facilities is important to the public. However, temporary disruptions in the City's services and facilities may occur due to reasons that may or may not be within the City's control or knowledge.

The City will make reasonable effort to provide notice of the disruption to the public, including information about the reason for the disruption, its anticipated duration, and a description of alternative facilities or services, if any,

that may be available. The City will make reasonable effort to provide prior notice of planned disruption if possible, recognizing that in some circumstances such as in the situation of unplanned temporary disruption, advance notice will not be possible. In such cases, the City will provide notice as soon as possible.

When temporary disruptions occur to the City's services or facilities, the City will provide notice by posting the information in visible places, and/or on the City's webpage ([www.london.ca](http://www.london.ca)), or by any other method that may be reasonable under the circumstances as soon as reasonably possible.

#### **d. Assistive Devices and other Measures that Assist with Accessibility**

A person with a disability may provide their own assistive device for the purpose of obtaining, using and benefiting from the City's goods, services and facilities. Exceptions may occur in situations where the City has determined that the assistive device may pose a risk to the health and safety of a person with a disability or the health and safety of others on the premises.

In these situations and others, the City may offer a person with a disability other reasonable measures to assist him or her in obtaining, using and benefiting from the City's goods, services and facilities, where the City has such other measures available.

It should be noted that it is the responsibility of the person with a disability to ensure that their assistive device is operated in a safe and controlled manner at all times.

#### **e. Service Animals**

Persons with a disability may enter premises owned and operated, or operated, by the City accompanied by a service animal, as defined in section 3 of this policy, and keep the animal with them if the public has access to such premises and the animal is not otherwise excluded by law. If a service animal is excluded by law, the City will ensure that alternate means are available to enable the person with a disability to obtain, use or benefit from the City's goods, services and facilities.

If it is not readily identifiable that the animal is a service animal, the City may ask the person with a disability for documentation from a regulated health professional as outlined in section 3 of this policy, confirming that the person requires the animal for reasons relating to their disability. The City may also, or instead, ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

It should be noted that it is the responsibility of the person with a disability to ensure that their service animal is kept in control at all times.

#### **f. Support Persons**

A person with a disability may enter premises owned and operated, or operated, by the City with a support person and have access to the support person while on the premises.

A support person, when assisting a person with a disability to obtain, use or benefit from the City's goods, services and facilities, will be permitted to attend at no charge where an admission fee is applicable.

The City may require a person with a disability to be accompanied by a support person while on City premises, but only if, after consulting with the person with a disability and considering the available evidence, the City determines that;

- A support person is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises; and
- There is no other reasonable way to protect the health or safety of the person with disability and the health or safety of others on the premises.

#### **g. Feedback**

The City of London is committed to providing high quality goods, services and facilities to all members of the public it serves. Feedback from the public regarding the provisions of goods, services, or facilities is welcomed as it may identify areas that require change and encourage continuous service improvements.

Feedback from a member of the public about the delivery of goods, services and facilities to persons with disabilities may be given by telephone, in person, in writing, in electronic format or through other methods. The feedback process shall be made accessible to persons with disabilities by providing, or arranging for the provision of accessible formats and communication supports, upon request.

Information about the feedback process will be readily available to the public and notice of the process will be posted on the City's website ([www.london.ca](http://www.london.ca)) and/or in other appropriate locations.

#### **h. Training**

The City will ensure that all persons to whom this policy applies receive training as required the Customer Service Standards under Ontario Regulation 191/11 Integrated Accessibility Standards.

The amount and format of training given will be tailored to suit each person's interactions with the public and their involvement in the development of policies, procedures and practices pertaining to the provision of goods, services and facilities.

The content of the training will include:

- a review of the purposes of the Accessibility for Ontarians with Disabilities Act (AODA);
- the requirements of Ontario Regulation 191/11 Integrated Accessibility Standards which includes Customer Service Standards;
- instruction on the City's policies, procedures and practices pertaining to the provision of goods, services and facilities to persons with disabilities;
- how to interact and communicate with persons with various types of disabilities;
- what to do if a person with a particular type of disability is having difficulty accessing the City's goods, services or facilities;
- how to interact with persons with disabilities who use assistive devices or who require the assistance of a support person or service animal; and
- information about the equipment or devices available on the City's premises that may help with the provision of goods, services or facilities to persons with disabilities.

#### i. Timeline for Training

Training will be provided as soon as practicable upon an individual being assigned the applicable duties as well as on an ongoing basis as changes occur to the City's policies, procedures and practices governing the provision of goods, services and facilities to persons with disabilities.

#### ii. Records of Training

The City will keep records of the training, including the date on which training is provided and the number of individuals to whom it is provided. The names of individuals trained will be recorded for training administration purposes, subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA").

### **i. Availability and Formal of Documents Required by the Customer Service Standard under Ontario Regulation 191/11 Integrated Accessibility Standards**

All documents required by the Customer Service Standard under Ontario Regulation 191/11 Integrated Accessibility Standards, including the City's Accessible Customer Service policies, procedures and practices, notices of temporary disruptions, training records, and written feedback process are available upon request, subject to MFIPPA.

When providing a document to a person with a disability, the City will provide the document, or the information contained in the document, in an accessible format or with a communication support, upon request. The City shall consult with the person making the request for a document in determining the suitability of an accessible format or communication support and shall also ensure that the information is provided in a timely manner that takes into account the person's accessibility needs due to their disability and at no additional cost.

### **j. Notice of the Availability of Documents**

Notice of the availability of all documents required by the Customer Service Standards will be posted on the City's website, and available upon request through the City Clerk's Office and City's public library branches. Accessible alternative formats are available of the documents are available, upon request by contacting [accessibility@london.ca](mailto:accessibility@london.ca) or by submitting a Customer Accommodation Request Form.

## **11. Reference Policies**

## **12. Resources**

## **13. Approval**

- City Manager

## **14. Revision History**

<b>Revision No.</b>	<b>Revision Reason</b>	<b>Revision Date</b> Mth/Day/Year	<b>Author(s)</b>
000	Original	2013	J. LaJoie
001	Updated due to legislative changes. Incorporated Accessible Customer Service Policy into	November 1, 2017	C. Da Silva

	Integrated Accessibility Standards Administrative Policy. Formatting changes throughout.		
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**APPENDIX D – GUARANTEED RESPONSE TIMES**

<b>Number of Technicians</b>	<b>Number of Service Depots</b>	<b>Response Time in Business Hours</b>
<b>8</b>	<b>1</b>	<b>4 Hours</b>



**APPENDIX E – SUPPLIER’S ESCALATION PROCESS**

**[Insert applicable escalation process or refer to Appendix G of the Master Agreement]**

[End of Client-Supplier Agreement]

Bill No.  
2019

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

A by-law to approve a Grant Agreement with  
TechAlliance of Southwestern Ontario.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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, 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 TechAlliance of Southwestern Ontario under the terms as set out in the proposed agreement attached;

AND WHEREAS TechAlliance of Southwestern Ontario is a non-profit corporation without share capital;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

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

1. The Grant Agreement with TechAlliance of Southwestern Ontario, substantially in the form attached as Schedule "A" to this by-law, is approved.
2. The City Manager or written designate is delegated the power to act as the City Representative for the purposes of the Agreement approved in section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Agreement approved in section 1 above.
4. This by-law shall come into force and effect May 22, 2019.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – May 21, 2019  
Second reading – May 21, 2019  
Third reading – May 21, 2019

## SCHEDULE A

### Grant Agreement

THIS AGREEMENT with effect as of the 22nd day of May, 2019.

Between

**The Corporation of the City of London**  
(the "City")

-and-

**TechAlliance of Southwestern Ontario**  
(the "Recipient")

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 made a request to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A1** ("the Funded Activity");

AND WHEREAS Council has 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 in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**.

"**Vulnerable Person**" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

##### 1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

**Schedule A1: Description of Funded Activity - Operating Grant**

**Schedule B: Maximum Contribution & Eligible Expenditures – Operating Grant**

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 A1 ("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**.

b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.

**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.
- 5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.
- 5.4 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.
- 5.5 The Recipient shall return all unexpended grant funds to the City within 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. Eligibility for Funding**

- 6.1 **Reporting and By-laws** – To remain eligible for funding, and if required by the City Representative, the Recipient shall submit the reports and by-laws as set out in Schedule A1, on or before the date set out in Schedule A1 to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.
- 6.2 **Annual Presentations** – To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.
- 6.3 **Quarterly Meetings with City Representative and Leads from London Community Small Business Centre and the London Economic Development Corporation** – To remain eligible for funding, and as required by the City Representative, the Recipient shall participate in a joint meeting four (4) times a year with:
  - (i) the City Manager, or designate; and
  - (ii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of London Community Small Business Centre; and
  - (iii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Economic Development Corporation.

**7. Right of Audit**

- 7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant 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.

**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  
City Clerk  
300 Dufferin Avenue

The Recipient  
As set out in **Schedule A1**

London, Ontario N6A 4L9

(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 contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

## **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 15 days' prior written notice to the Recipient.

### **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 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.

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, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) 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) calendar 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 Persons**

13.1 The Recipient shall ensure that where services are provided to Vulnerable Persons, it obtain police clearance certificates for those individuals working with Vulnerable Persons. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to Vulnerable Persons, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those Vulnerable Persons.

## **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, licences, 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 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, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

**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. Facsimile Copy of Recipient's Signature Sufficient**

18.1 A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

**19. Executed in Counterparts**

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

**20. Headings**

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

**21. Entire Agreement**

21.1 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.

**22. Waiver**

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

**23. Circumstances Beyond the Control of Either Party**

23.1 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.

**24. Payment of Grant is Subject to City Budget Approval**

24.1 (a) 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 the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

**25. Governing Law**

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**26. Headings**

26.1 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.

**27. Canadian Currency**

27.1 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.

**28 Other Agreements**

28.1 If the Recipient:

- (i) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;

- (ii) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (iv) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

**29. Execution of Agreement.**

29.1 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

**30. Survival**

30.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of 7 years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

**SIGNED SEALED AND DELIVERED**

For the City:

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Mayor (Ed Holder)

\_\_\_\_\_  
City Clerk (Catharine Saunders)

For the Recipient, by the following authorized officer(s):

**TECHALLIANCE OF SOUTHWESTERN ONTARIO**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation



## SCHEDULE A1

### Operating Grant

#### THE FUNDED ACTIVITY

Full Legal Name of Recipient: TechAlliance of Southwestern Ontario

Address for Service of Notice: 121-999 Collip Circle, London, ON N6G 0J3

Primary Contact Name: Jennifer Starcok Phone #: (519) 858-5185

Fax #: (519) 858-5077 E-mail: Jennifer.starcok@techalliance.ca

Funded Activity Start Date (date for which funding will be commenced): 19/05/22

Funded Activity End Date (date for which funding will end): 23/12/31

#### FUNDED ACTIVITY DESCRIPTION:

As a Regional Innovation Centre (RIC) resource hub for tech companies, TechAlliance of Southwestern Ontario (operating as TechAlliance), was formed with the mandates to foster growth in London's technology industry in the areas of biotechnology, information technology, and advanced manufacturing. Particularly, it has committed to delivering business acceleration, development and collaboration programs, events, and services throughout the 5 counties in the Southwestern Ontario region, including London-Middlesex, St. Thomas-Elgin, Huron Sarnia-Lambton, and Oxford.

The funded activities are set out as follows:

1. To help advance and contribute to the City of London's Strategic Plan 2019-2023 and the Strategic Area of Focus 'Growing Our Economy.' This includes the following Outcomes:
  - a. London will develop a top quality workforce
  - b. London is a leader in Ontario for attracting new jobs and investments
  - c. London creates a supportive environment where entrepreneurs, businesses, and talent can thrive

#### **REPORTING**

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:

1. Audited Financial Statement - due on or before September 30<sup>th</sup> annually.

The Audited Financial Statement shall be signed by the Recipient's auditor.

2. Projected Income Statement— due on or before September 30 annually.

#### **BY-LAWS**

The Recipient shall provide the following by-laws to the City Representative, if requested by 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:

1. Consolidated by-laws due on or before the end of the first year of the Agreement.

## SCHEDULE B

### Operating Grant

#### MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES

##### 1. MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum annual amount of the City's contribution towards the Funded Activity under this Agreement is \$200,000 for each twelve month period during the Term.

1.2 Subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the grant in the amount of \$200,000.00 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)

##### 2. DISBURSEMENT OF GRANTS

2.1 Subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

2.2 The grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

One payment of grant funds annually for the entire Term, to be paid within 30 days of execution of this Agreement in 2019, and thereafter within 30 days after submission of the reports in accordance with Schedule A1 Reporting.

##### 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 the section below:

- i) Administration
- ii) Personnel
- iii) Marketing
- iv) Development and Special Projects
- v) Operations

##### 4. CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

4.1 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 Representative, 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) fines and penalties are not eligible;
- (e) the cost of alcoholic beverages are not eligible.

##### 5. TERMS OF PAYMENT

5.1 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.

5.2 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.

5.3 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.

5.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the

following are applicable:

- (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 person 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.  
2019

By-law No.

A by-law to approve a Grant Agreement with London  
Community Small Business Centre, Inc.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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, 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 Community Small Business Centre, Inc. under the terms as set out in the proposed agreement attached;

AND WHEREAS London Community Small Business Centre, Inc. is a non-profit corporation without share capital;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

AND WHEREAS The Ministry of Economic Development and Trade, and the City, and London Community Small Business Centre entered into an agreement in February 2002 regarding the London Small Business Enterprise Centre, which agreement is still in effect;

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

1. The Grant Agreement with London Community Small Business Centre, Inc., substantially in the form attached as Schedule A to this by-law, is approved.
2. The City Manager or written designate is delegated the power to act as the City Representative for the purposes of the Agreement approved in section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Agreement approved in section 1 above.
4. This by-law shall come into force and effect on May 22, 2019.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – May 21, 2019  
Second reading – May 21, 2019  
Third reading – May 21, 2019

## SCHEDULE A

### Grant Agreement

THIS AGREEMENT with effect as of the 22nd day of May, 2019.

Between

The Corporation of the City of London  
(the "City")

-and-

London Community Small Business Centre, Inc.  
(the "Recipient")

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 made a request to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A1** ("the Funded Activity");

AND WHEREAS Council has 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;

AND WHEREAS The Ministry of Economic Development and Trade, and the City, and London Community Small Business Centre entered into an agreement in February 2002 regarding the London Small Business Enterprise Centre, which agreement is still in effect;

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 in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**.

"**Vulnerable Person**" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

##### 1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

**Schedule A1**: Description of Funded Activity

**Schedule B**: Maximum Contribution & Eligible Expenditures

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 A1** ("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**.

(b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.



#### 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.

5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.

5.4 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.

5.5 The Recipient shall return all unexpended grant funds to the City within 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. Eligibility for Funding

6.1 **Reporting and By-laws** – To remain eligible for funding, and if required by the City Representative, the Recipient shall submit the reports and by-laws as set out in Schedule A1, on or before the date set out in Schedule A1 to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.

6.2 **Annual Presentations** – To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.

6.3 **Quarterly Meetings with City Representative and Leads from TechAlliance of Southwestern Ontario and the London Economic Development Corporation** – To remain eligible for funding, and as required by the City Representative, the Recipient shall participate in a joint meeting four (4) times a year with:

- (i) the City Manager, or designate; and
- (ii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the TechAlliance of Southwestern Ontario; and
- (iii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Economic Development Corporation.

#### 7. Right of Audit

7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant 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.

#### 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  
City Clerk  
300 Dufferin Avenue

The Recipient  
As set out in **Schedule A1**  
London, Ontario N6A 4L9

(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 contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

## **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 15 days' prior written notice to the Recipient.

### **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 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.

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, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) 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) calendar 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 Persons**

13.1 The Recipient shall ensure that where services are provided to Vulnerable Persons, it obtain police clearance certificates for those individuals working with Vulnerable Persons. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to Vulnerable Persons, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those Vulnerable Persons.

## **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, licences, 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 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, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

## **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. Facsimile Copy of Recipient's Signature Sufficient**

18.1 A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

**19. Executed in Counterparts**

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

**20. Headings**

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

**21. Entire Agreement**

21.1 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.

**22. Waiver**

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

**23. Circumstances Beyond the Control of Either Party**

23.1 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.

**24. Payment of Grant is Subject to City Budget Approval**

24.1 (a) 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 the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

**25. Governing Law**

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**26. Headings**

26.1 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.

**27. Canadian Currency**

27.1 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.

**28 Other Agreements**

28.1 If the Recipient:

- (i) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;
- (ii) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (iv) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

**29. Execution of Agreement.**

29.1 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

**30. Survival**

30.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of 7 years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

**SIGNED SEALED AND DELIVERED**

For the City:

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Mayor (Ed Holder)

\_\_\_\_\_  
City Clerk (Catharine Saunders)

For the Recipient, by the following authorized officer(s):

**LONDON COMMUNITY SMALL BUSINESS CENTRE INC.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation

## SCHEDULE A1

### Operating Grant

#### THE FUNDED ACTIVITY

Full Legal Name of Recipient: London Community Small Business Centre, Inc.

Address for Service of Notice: Unit 220-379 Dundas St, London, ON, N6B 15V

Primary Contact Name: Steve Pellarin Phone #: (519) 659-2882

Fax #: (519) 659-7050 E-mail: spellarin@sbcentre.ca

Funded Activity Start Date (date for which funding will be commenced): 19/05/22

Funded Activity End Date (date for which funding will end): 23/12/31

#### **FUNDED ACTIVITY DESCRIPTION:**

The London Small Business Centre is a not-for-profit organization that provides training and support to starting and growing businesses. From concept, through start-up and early growth stages, the Centre is a source for information, guidance and professional advice on starting and running a successful business. Services include providing easy access to programs, services, resources and support for all aspects small business. Additional services include researching ideas to developing business concepts, preparing business plans, and managing growing business needs.

The funded activities are set out as follows:

1. To help advance and contribute to the City of London's Strategic Plan 2019-2023 and the Strategic Area of Focus 'Growing Our Economy.' This includes the following Outcomes:
  - a. London will develop a top quality workforce
  - b. London is a leader in Ontario for attracting new jobs and investments
  - c. London creates a supportive environment where entrepreneurs, businesses, and talent can thrive

#### **REPORTING**

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:

1. Audited Financial Statement - due on or before September 30<sup>th</sup> annually.

The Audited Financial Statement shall be signed by the Recipient's auditor.

2. Projected Income Statement– due on or before September 30 annually.

#### **BY-LAWS**

The Recipient shall provide the following by-laws to the City Representative, if requested by 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:

1. Consolidated by-laws due on or before the end of the first year of the Agreement.



## SCHEDULE B

### Operating Grant

#### MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES

##### 1. MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum annual amount of the City's contribution towards the Funded Activity under this Agreement is \$177,953.00 for each twelve month period during the Term.

1.2 Subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the grant in the amount of \$177,953.00 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)

##### 2. DISBURSEMENT OF GRANTS

2.1 Subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

2.2 The grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

One payment of grant funds annually for the Term, to be paid within 30 days of execution of this Agreement in 2019, and thereafter within 30 days after submission of the reports in accordance with Schedule A1 Reporting.

##### 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 the section below:

- i) Administration
- ii) Personnel
- iii) Marketing
- iv) Development and Special Projects
- v) Operations

##### 4. CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

4.1 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 Representative, 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) fines and penalties are not eligible;
- (e) the cost of alcoholic beverages are not eligible.

##### 5. TERMS OF PAYMENT

5.1 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.

5.2 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.

5.3 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.

5.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following are applicable:

- (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 person 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.  
2019

By-law No. C.P.-1284( )- \_\_\_\_

A by-law to amend the Official Plan for the City of London, 1989 relating to 462, 468, 470, 472 Springbank Drive.

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

1. Amendment No. (to be inserted by Clerk's Office) to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019



**AMENDMENT NO. \_\_\_\_**

**to the**

**OFFICIAL PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to change the designation of certain lands described herein from Office Area to Multi-Family, High Density Residential on Schedule “A”, Land Use, to the Official Plan for the City of London.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands located at 462, 468, 470, 472 Springbank Drive in the City of London.

**C. BASIS OF THE AMENDMENT**

The recommended amendment is consistent with the Provincial Policy Statement, 2014, and the Multi-Family, High Density Residential policies of the Official Plan and the Urban Corridor Place Type policies of The London Plan.

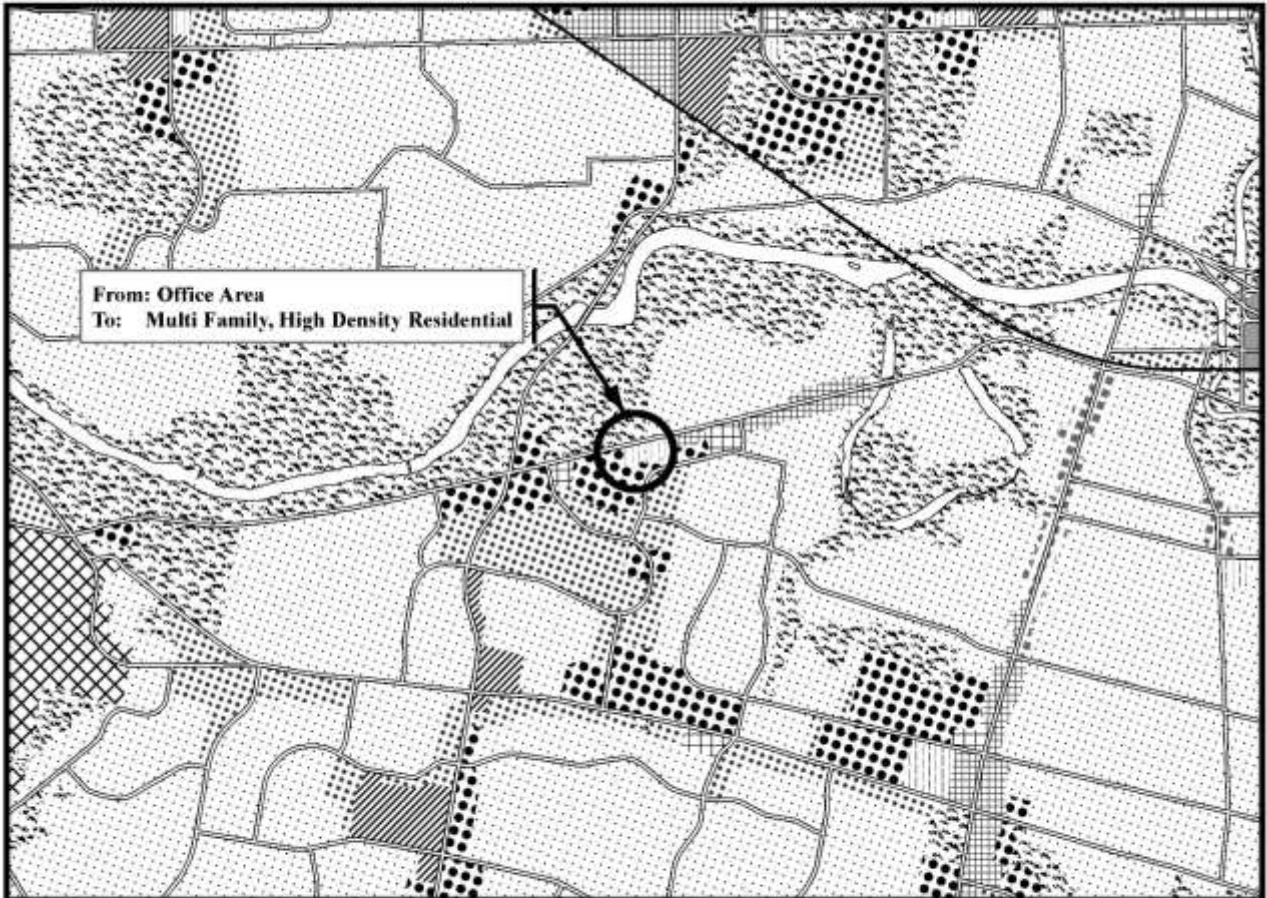
The recommended amendment will facilitate a mixed-use apartment building which is compatible with the surrounding land uses.

**D. THE AMENDMENT**

The Official Plan for the City of London is hereby amended as follows:  
Schedule “A”, Land Use, to the Official Plan for the City of London Planning Area is amended by designating those lands located at 462, 468, 470, 472 Springbank Drive in the City of London, as indicated on “Schedule 1” attached hereto from Office Area to Multi-Family, High Density Residential.

# SCHEDULE "A"

AMENDMENT NO: \_\_\_\_\_



## Legend

Downtown	Multi-Family, Medium Density Residential	Office Business Park
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial
Enclosed Regional Commercial Node	Office Area	Light Industrial
New Format Regional Commercial Node	Office/Residential	Commercial Industrial
Community Commercial Node	Regional Facility	Transitional Industrial
Neighbourhood Commercial Node	Community Facility	Rural Settlement
Main Street Commercial Corridor	Open Space	Environmental Review
Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture
Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary

*This is an excerpt from the Planning Division's working consolidation of Schedule A to the City of London Official Plan, with added notations.*

<p align="center"><b>SCHEDULE A TO OFFICIAL PLAN</b></p> <p>AMENDMENT NO. _____</p> <p>PREPARED BY: Graphics and Information Services</p>	<p align="center">                   Scale 1:30,000                  Meters             </p>	<p>FILE NUMBER: OZ-8995</p> <p>PLANNER: MC</p> <p>TECHNICIAN: RC</p> <p>DATE: 2019/02/27</p>
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PROJECT LOCATION: e:\planning\projects\p\_officialplan\work\consol\00\amendments\oz-8310\mxd\scheduleA\_b&w\_8x11\_with\_SWAP.mxd



Bill No.  
2019

By-law C.P.-

A by-law respecting the payment of  
Development Charges.

WHEREAS the *Development Charges Act, 1997* S.O. 1997, c.27, as amended authorizes by-laws of the council of a municipality for the imposition of Development Charges against land to pay for increased capital costs required because of increased needs for services arising from development of the area to which the by-law applies.

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

## DEVELOPMENT CHARGES BY-LAW

### PART I INTERPRETATION

#### 1. Definitions

In this By-law, unless a contrary intention appears,

**"Accessory use"** means the part of a Development that is incidental, subordinate and exclusively devoted to the principal use;

**"Agricultural use"** means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry, maple syrup production, and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value-retaining facilities, and accommodation for full-time farm labour when the size and nature of the operation requires additional employment, but excluding in all circumstances any residential or commercial component thereof;

**"Arterial"** refers to street classifications of Rapid Transit Boulevard, Urban Thoroughfare, Civic Boulevard, Main Street and Rural Thoroughfare in the Council-adopted London Plan;

**"Apartment"** means a residential building, divided vertically and/or horizontally, containing two or more Dwelling units each of which has an independent entrance either directly from the outside or through a common corridor, hallway or vestibule, and does not include Rowhousing or Semi-detached dwellings;

**"Built Area"** means the Built Area existing from time to time as identified in the City's Official Plan as approved and identified on Schedule 3;

**"Chief Building Official"** means the individual appointed by Municipal Council in accordance with the *Building Code Act*;

**"City"** means the Corporation of the City of London;

**"City Engineer"** means individual holding the title of City Engineer in accordance with the City's Civic Administration By-law;

**"City Services"** are services that serve, in whole or in part, growth needs which are normally constructed or provided by the City or its Boards or Commissions, including, but not limited to Roads, Wastewater, Stormwater, Water, Fire, Police, Library, Waste Diversion, Operation Centres, Parks and Recreation, Transit and Growth Studies;

**“City Services Reserve Fund” (CSRF)** means any one of several reserve funds used as a depository for collection of Development Charges and as a funding source for growth works and administered in accordance with the *Development Charges Act*;

**“City Treasurer”** means the individual appointed by Municipal Council in accordance with the Municipal Act, 2001;

**“Claim”** may represent an Owner request for reimbursement from a Development Charge reserve fund or a draw made on the City Services Reserve Fund all in accordance with the provisions made for such work in the Development Charges Background Study and the provisions of this By-law;

**“Commercial Building”** is a building used for:

- (a) Office or administrative uses, including the practice of a profession, or the carrying on of a business or occupation or where most of the activities in the building provide support functions to an enterprise in the nature of trade, and for greater certainty shall include, but not be limited to, the office of a physician, lawyer, dentist, architect, engineer, accountant, real estate or insurance agency, veterinarian, surveyor, appraiser, contractor, builder, land Owner, employment agency, security broker, mortgage company, medical clinic; or
- (b) Retail purposes including activities of offering foods, wares, merchandise, substances, articles or things for sale or rental directly to the public and includes offices and storage within the same building, which support, are in connection with, related or ancillary to such uses, or activities providing entertainment and recreation. Retail purposes shall include but not be limited to: conventional restaurants; fast food restaurants; night clubs, concert halls, theatres, cinemas, movie houses, and other entertainment related businesses; automotive fuel stations with or without service facilities; special automotive shops/vehicle repairs/collision services/car or truck washes; vehicle dealerships; commercial truck service establishments, regional shopping centres; community shopping centres; neighbourhood shopping centres, including more than two stores attached and under one ownership; department/discount stores; banks and similar financial institutions, including credit unions (excluding freestanding bank kiosks), money handling and cheque cashing facilities; warehouse clubs or retail warehouses; Food stores, pharmacies, clothing stores, furniture stores, department stores, sporting goods stores, appliance stores, garden centres (but not a garden centre defined as exempt under section 35 of this By-law), government owned retail facilities, private daycare, private schools, private lodging and retirement homes, private recreational facilities, sports clubs, golf courses, skiing facilities, race tracks, gambling operations, funeral homes, motels, hotels, restaurants, theatres, facilities for motion picture, audio and video production and distribution, sound recording services, Passenger stations and depots, Dry cleaning establishments, Laundries, establishments for commercial self-service uses, automotive recycling/wrecking yards, kennels;

**“Committed Financing”** is the funding that has been assigned to the respective growth capital project for works where a contractor/consultant has been engaged and a cost estimate is known;

**"Development"** means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of changing the size or usability thereof, and includes all enlargement of existing Development which creates new Dwelling units or additional Non-residential space and includes work that requires a change of use building permit as per Section C.1.3.1.4 of the Ontario Building Code; and "Redevelopment" has a corresponding meaning;

**"Development Agreement"** means an agreement between the City and an Owner required as a condition of an approval under Sections 41, 51 or 53 of the Planning Act and Section 9 of the Condominium Act entered into prior to the date this By-law comes into effect;

**"Development Charge"** means any Development Charge that may be imposed pursuant to this By-law under the *Development Charges Act*;

**"Dwelling unit"** means a suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities;

**"First storey"** is defined as the storey that has its floor closest to grade and its underside of finished ceiling more than 1.8m above the average grade;

**"Force majeure"** means any act of God, any act of the Queen's enemies, wars, blockades, insurrections, riots, civil disturbances, landslides, lightening, earthquakes, storms, floods, washouts, fires, or explosions;

**"Gross floor area"** means the total floor space, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of the First storey and all storeys or part of storeys (including mezzanines) above the First storey;

**"Growth Management Implementation Strategy" (GMIS)** is the strategy adopted by Council that provides a framework for the timing and locating of future infrastructure works required to serve growth;

**"Industrial building"** is a building used for:

- (a) manufacturing, producing, fabricating, assembling, compounding or processing of raw materials, goods, component parts or ingredients where the physical condition of such materials, goods, parts or components is altered to produce a finished or semi-finished tangible product, or the packaging, crating, bottling, of semi-processed goods or materials, but not including any of these activities where they primarily serve retail purposes to the general public;
- (b) storing or distributing something derived from the activities mentioned in a) above and for greater certainty, shall include the operation of a truck terminal, warehouse or depot and does not include self-storage warehousing for use by the general public or retail sales associated with the goods stored or distributed, or accessory storage of a Commercial Building;
- (c) research or development in connection with activities mentioned in (a) above;
- (d) retail sales of goods produced by activities mentioned in section a) at the site where the manufacturing, producing or processing from raw materials or semi-processed goods takes place and for greater certainty, includes the sale of goods or commodities to the general public where such sales are accessory or secondary to the Industrial use, and does not include the sale of goods or commodities to the general public through a warehouse club;
- (e) office or administrative purposes, if they are carried out:
  - i. with respect to the activity mentioned in section (a), and
  - ii. in or attached to the building or structure used for activities mentioned in section a) and
  - iii. for greater certainty, shall include an office building located on the same property as, and used solely to support, the activities mentioned in section a);
- (f) a business that stores and processes data for retrieval, license or sale to end users and are on lands zoned for Industrial uses;
- (g) businesses that develop computer software or hardware for license or sale to end users that are on lands zoned for Industrial uses; or
- (h) and Industrial Use shall have the corresponding meaning;

**“Institutional building”** is a building used for or designed or intended for use by:

- (a) a government entity, not in the nature of trade;
- (b) an organized body, society or religious group promoting a public or non-profit purpose and shall include but not be limited to: public hospitals, schools, churches and other places of worship, cemetery or burial grounds, a college established under the *Ontario Colleges of Applied Arts and Technology Act*, a university as defined in section 171.1 of the *Education Act*, other buildings used for not-for-profit purposes defined in, and exempt from taxation under, section 3 of the *Assessment Act*;
- (c) and Institutional Use shall have the corresponding meaning;

**“Lawfully demolished”** means a residential or Non-residential building that was demolished according to the provisions of a demolition permit or due to a Force majeure;

**“Lawfully existing”** with reference to a Dwelling unit means a Dwelling unit:

- (a) that is not prohibited by a By-law passed under section 34 of the *Planning Act* or a predecessor of that section; or
- (b) that is a legal non-conforming use; or
- (c) that is allowed by a minor variance authorized under section 45 of the *Planning Act* or a predecessor of that section;

**"Mixed Use Development"** means a Development, building or structure used, designed or intended for any combination of Residential, Commercial, Institutional or Industrial uses;

**“Non-residential”** means a Commercial, Institutional or Industrial use but excludes Agricultural use”;

**“Nursing Home”** means a building which has been built using the long term care facility design and service standards established by the Ministry of Health and Long Term Care, in which rooms or lodging are provided for hire or pay in conjunction with the provision of meals in a designated dining area, personal care 24 hours per day, 7 days per week, nursing services and medical care and treatment, and for purposes of this By-law is deemed to be a Residential use where three beds are equivalent to a two bedroom Apartment unit;

**“Official Plan”** means the in-force and effect policies of either the 1989 City of London Official Plan or the London Plan, as may be amended from time to time;

**"Owner"** means the registered Owner of the property and includes the authorized agent in lawful control of the property;

**"Parking structure"** means an attached or detached building or structure or part thereof,

- (a) that is used principally for the purpose, whether or not for profit, of providing parking space to the general public for a fee; or
- (b) that provides parking space in connection with the use for Residential, Commercial, Industrial or Institutional purposes or any combination thereof of any attached or detached building or structure or part thereof;

**“Reserve funds”** means the reserve funds, new and continued, under section 21 of this By-law;

**“Rowhousing”** means a building divided vertically into three or more attached Dwelling units by common walls;

**"Semi-detached dwelling"** means a building which contains two single Dwelling units which are attached vertically by a common wall;



**"Single detached dwelling"** means a residential building consisting of one Dwelling unit and not attached to another building or structure;

**"Single Source"** means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications;

**"Source of Financing"** means a schedule (or report) issued by the City's Finance Division outlining the source of funding for capital work triggered by Development;

**"Statistics Canada Index"** means the Statistics Canada Quarterly Construction Price Index, Non-residential (Toronto);

**"Temporary garden suite"** means a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential Dwelling structure;

**"Urban Growth Area" (UGA)** means the Urban Growth Area existing from time to time as identified in the City's Official Plan as approved and identified on Schedule 3;

**"Wastewater"** means sanitary sewage including human, commercial and industrial waste, septic waste and greywater and such other matter or substances as is specified by regulations made under clause 75(1)(j) of the Ontario Water Resources Act but does not include Stormwater; and

**"Work Plan"** is a document prepared by an engineering consultant that outlines the various tasks related to an engineering design. The document will outline the associated construction cost estimate for each task and will serve as an upset cost limit for the engineering design assignment.

## **PART II RATES AND CALCULATIONS**

### **2. Owner to Pay Development Charge**

The Owner of any land in the City of London who develops or redevelops the land or any building or structure thereon shall, at the time mentioned in section 4, pay Development Charges to the City calculated in accordance with the applicable rate or rates in Schedule 1 as described in section 7.

### **3. Mixed Use Development**

- (1) Where the Development of land, or any building or structure thereon is a Mixed Use Development, the Chief Building Official (or designate) shall determine the total Development Charge payable according to the sum of the Development Charges payable on the individual uses.
- (2) The Development Charge on an Accessory use to the principal use of a building shall be determined in accordance with the charges applicable to the principal use, unless the Accessory use is specifically exempted elsewhere in this By-law.

### **4. Calculation of Development Charge and Time of Payment**

A Development Charge under section 2 shall be calculated,

- (1) where a permit is required under the *Building Code Act* in relation to a building or structure, at the time of the issuance of a permit; and
- (2) where no permit is required under that Act for the Development or Redevelopment of the land or any building or structure thereon, at the time of commencing the Development or Redevelopment;

and the Owner shall pay the Development Charge at the earlier of the issuance of the permit or at the commencement of Development or Redevelopment.

**5. City Hall Year-end Closure – Deemed Receipt of Application**

Where a building permit application is submitted to the Chief Building Official after the close of business prior to the holiday break being the period generally between December 24 and December 31 each year, then the application shall be deemed to be received in the new year.

**6. Calculation Form**

A calculation form shall be as established by the Chief Building Official in consultation with the City Treasurer, from time to time, to record details of the Development Charge calculation for each building permit application.

**7. Development Charge Rates Commencing August 4, 2019**

On and after August 4, 2019, Development Charges designated in Schedule 1 shall be levied for the uses of land, buildings or structures as defined in section 1 at the total of the rates shown.

**8. Development Charge Rates – January 1, 2020 and beyond**

- (1) On January 1, 2020 and the first day of January in each year thereafter, Development Charges designated in Schedule 1 shall be levied for the uses of land, buildings or structures as defined in section 1 at the total of the rates shown as adjusted using the following formula:

$$A \times \frac{C}{B} = D$$

Where:

A = the rate shown in Schedule 1;

B = the Statistics Canada Index (see Definitions) for the quarter ending, December, 2018;

C = the Statistics Canada Index for the latest month for which the Index is available (likely the index for the quarter ending in September) in the year preceding the subject year; and

D = the rate for the subject year.

- (2) Every rate derived by adjustment under subsection (1) shall, in the case of residential rates, be correct to the nearest dollar, fifty cents being raised to the next higher dollar, and, in the case of Non-residential rates, be correct to the nearest cent.

**9. Allocation of Charge To Reserve Funds**

Each Development Charge for City Services received by the City shall be paid into a Reserve fund for each component identified in Schedule 1 as described in section 7 and shall be apportioned according to the proportion that each service component of the rate is of the total rate.

## **10. Additional Units In Enlarged or Converted Residential Building**

Where an existing residential building is enlarged or converted for the purpose of residential use, the number of Dwelling units for which a Development Charge is payable shall be calculated using the following formula:

$$A - B = C$$

Where:

- A = the total number of Dwelling units actually existing after the enlargement or conversion;
- B = the number of Dwelling units Lawfully existing immediately before the enlargement or conversion; and
- C = the number of Dwelling units for which a Development Charge is payable, a negative difference being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a residential building or structure prior to its enlargement or conversion, that component of the Development Charge shall be excluded from the rate applied in item B above.

## **11. Residential Building Converted To Non-Residential Use**

Where, in conjunction with a change from a residential use to a Non-residential use, an existing building or structure is enlarged or wholly or partially converted, the Development Charge which is payable shall be calculated using the following formula:

$$A - B = C$$

Where:

- A = the Development Charge that would be payable for the Non-residential use at the current rate in respect of the area involved in the enlargement or conversion;
- B = the Development Charge that would be payable at the current rate in respect of the Lawfully existing Dwelling units eliminated by the enlargement, conversion or replacement; and
- C = the Development Charge payable in respect of the area involved in the enlargement or conversion, a negative difference being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a residential building or structure prior to its conversion, that component of the Development Charge shall be excluded from the rate applied in item B above.

## **12. Non-Residential Building Converted To Residential Use**

Where, in conjunction with a change to a residential use from a Non-residential use, an existing building or structure is enlarged or wholly or partially converted, the Development Charge which is payable shall be calculated using the following formula:

$$A - B = C$$

Where:

- A = the Development Charge that would be payable at the current rate in respect of the Dwelling units comprising the Gross floor area existing after the enlargement or conversion;
- B = the Development Charge that would be payable at the current rate in respect of the previous Lawfully existing Non-residential Gross floor area involved in the enlargement, conversion or replacement; and

C = the Development Charge payable in respect of the successor residential units, a negative number being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a Non-residential building or structure prior to its conversion, that component of the Development Charge shall be excluded from the rate applied in item B above.

**13. Conversion From One Form Of Non-Residential Use To Another Form Of Non Residential Use**

Where in conjunction with a change from one form of Lawfully existing Non-residential use to another form of Non-residential use, a Lawfully existing building or structure is wholly or partially converted, no Development Charge will be imposed on the existing Non-residential Gross floor area so converted. However, if there is a conversion plus expansion of a Non-residential use to another form of Non-residential use, the applicable Development Charges would be imposed on the expansion.

Notwithstanding the above, where the building permit for the Non-residential building for which the use is being converted was issued within the past ten (10) years and where the applicant for that permit was not required to pay a Development Charge by virtue of a tax supported program, discount or exemption that reduced or eliminated Development Charges otherwise payable at the time of the permit, the Owner shall pay the portion funded by a taxpayer supported program, discount or exemption at the current rate at the time of issuance of the building permit, and the same shall be returned to the original City funding source (i.e. Reserve fund or General fund) by the City Treasurer, in cooperation with the Chief Building Official.

**14. Replacement Of Demolished Or Destroyed Non-Residential Premises or Dwelling unit(s) with Dwelling units**

(1) In this section and section 15, "specified period" means the period of time that is up to ten (10) years prior to the application for a building permit for a replacement building, except in the Downtown and Old East Areas identified on Schedule 2, in which case, the "specified period" means the period of time that is up to twenty (20) years prior to the application for a building permit for replacement Dwelling units.

(2) Where a Lawfully existing Non-residential premises ("former premises") or Dwelling unit, is destroyed by a Force majeure or accidental fire, or is Lawfully demolished or removed, the Development Charge payable in respect of a replacement Dwelling unit that is to be constructed, erected or placed on the site of the former Non-residential premises or Dwelling unit shall be calculated using the following formula, so long as the former Non-residential premises or Dwelling unit was destroyed, demolished or removed during the specified period:

$$A - B = C$$

Where:

A = the Development Charge that, were it not for this section, would otherwise be payable at the current rate in respect of the replacement Dwelling unit(s);

B = the Development Charge that would be payable at the current rate in respect of the Non-residential premises or former Dwelling unit(s) (by using the applicable rate for the particular type of unit destroyed, demolished or removed) if that Non-residential premises or Dwelling unit(s) were currently being constructed, erected or placed for the first time; and

C = the Development Charge payable in respect of the successor building or Dwelling unit, a negative number being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a Non-residential premises or Dwelling units prior to its demolition, that component of the Development Charge shall be excluded from the rate applied in item B above.

**15. Replacement of Demolished or Destroyed Non-Residential Premises or Dwelling unit(s) with Non- Residential Premises**

Where Non-residential premises (“former premises”) or Dwelling units are destroyed by a Force majeure or accidental fire, or are Lawfully demolished or removed, the Development Charge payable in respect of replacement Non-residential premises that are constructed, erected or placed on the site of the former premises shall be calculated using the following formula so long as the former premises were destroyed, demolished or removed during the specified period:

$$A - B = C$$

Where:

- A = the Development Charge that, were it not for this section, would otherwise be payable at the current rate in respect of the Gross floor area of the replacement Non-residential premises;
- B = the Development Charge that would be payable at the current rate in respect of the former Non-residential premises or former Dwelling units (by using the applicable rate for the particular type of Non-residential premises or Dwelling units destroyed, demolished or removed), as the case may be, as if those premises or Dwelling units were currently being constructed, erected or placed for the first time; and
- C = the Development Charge payable in respect of the successor premises, a negative number being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a Non-residential premises or Dwelling units prior to its demolition, that component of the Development Charge shall be excluded from the rate applied in item B above.

**16. Phased Building Replacement – prohibition against duplicate use of demolition credit**

For greater clarity, the calculation of Redevelopment credits provided in sections 14 and 15 of this By-law (item B in the formulas in those sections) can only be applied once to the construction of replacement buildings on the site of a former Lawfully demolished or replaced unit or Non-residential premises. For the purposes of sections 14 and 15 above, when the first building that replaces a demolished building (the value B exceeds A) the excess can be referred to as “surplus Redevelopment credit.” In the event of subsequent building construction on the same site of a former Lawfully demolished or replaced unit or Non-residential premises, only the value of any surplus Redevelopment credits may be used as item B in the formula derived from the calculation of Development Charges under sections 14 or 15 of this By-law. This may be repeated only until the entire value of the surplus demolition credit has been used up. This provision limits the total demolition credit applied to all charges to the value of the demolition credit on the original building demolished. All of the above is also subject to the restriction that any replacement buildings on the site be built within the specified period as defined in section 15.

**17. Building Replacement Prior to Demolition**

Where a building or structure (“former premises”) is replaced by another building or structure on the same site prior to demolition of the former premises, the Owner of the building or structure who has paid a Development Charge on the construction of the replacement building may submit a request to the Chief Building Official for a refund from the Development Charge Reserve funds for all or part of the Development Charge

paid under this By-law, or a predecessor By-law. The refund shall be granted so long as:

- (1) the former premises is Lawfully demolished or removed from the land within thirty six (36) months from the date the interior final inspection process has been closed by the Chief Building Official or an occupancy permit has been issued where applicable for the replacement building or structure; and
- (2) the replacement building uses the existing municipal services which serviced the former premises.

The refund shall be calculated by determining the Development Charge that would be payable at the current rate in respect of the former premises (by using the applicable current rate for the particular type of Non-residential premises or Dwelling units demolished) as if those former premises were currently being constructed, erected or placed for the first time.

#### **18. Demolition or Removal of Temporary Buildings**

Where a building or structure is demolished or removed in its entirety from the land on which it is located within twenty-four months (24) from the date of issuance of the building permit for the construction, erection or placing of the building or structure at such location, the Owner of the building or structure may submit a request to the Chief Building Official for refund from the Reserve funds, of the amount paid at the issuance of the building permit toward all or part of the Development Charge paid under section 2 of this By-law or a predecessor of that section.

#### **19. Revocation or Cancellation of Building Permit**

Where, upon the application for a building permit or the issuance of a building permit, an amount is paid toward all or part of the Development Charge payable under section 2 of this By-law or a predecessor of that section, that amount is to be refunded in the event that the application for the building permit is abandoned or the building permit is revoked or surrendered.

### **PART III RESERVE FUNDS**

#### **20. Purpose of the Reserve Funds**

The money in the Reserve funds shall be used by the City toward the growth-related portion of capital costs incurred in providing the services listed in Schedule 1 as described in section 7.

#### **21. Reserve Funds – New and Continued**

- (1) Ten Reserve funds established by By-law C.P. 1496-244, one for each of the City Service categories shown in Schedule 1 as described in section 7, are hereby continued;
  - (a) The City Treasurer is hereby authorized to transfer the balances and commitments of the City Services Reserve Fund existing on termination of the predecessor Development Charge By-law, as amended, to the respective funds continued under this By-law;
- (2) Two new Reserve funds entitled 'Waste Diversion' and 'Operation Centres' are hereby established for the purpose of administering revenues collected and expended on capital works related to these services as described in the 2019 Development Charges Background Study.

## **22. Composition of Reserve Funds**

- (1) Money deposited into the thirteen Reserve funds referred to in sections 21 may include,
  - (a) the portion relating to each service component of a Development Charge for City Services paid to the City mentioned in Schedule 1 as described in section 7 of this By-law; and
  - (b) interest earnings derived through the investment of the money deposited in the Fund as part of the City's cash management program.

## **23. Claims for Oversized Works**

Re-imbusement for Owner constructed oversizing works shall be in accordance with the provisions of Schedule 4. No payment shall be made from the City Services Reserve Fund and no credit under section 38 of the *Development Charges Act* shall be given except as provided for in an agreement entered into pursuant to the *Planning Act* or the *Development Charges Act*.

## **24. Reserve Funds for the Purpose of Funding Development Charge Exemptions**

- (1) The City Treasurer is authorized to establish such Reserve funds as are deemed necessary for the purpose of financing an exemption under this By-law.
- (2) The Chief Building Official shall, in respect of every building permit issued for any Development Charge otherwise payable but for which an exemption is permitted under this By-law, provide such information from time to time as may be required by the City Treasurer regarding the Development Charges that would have been paid were it not for the exemption.
- (3) The City Treasurer is authorized to transfer from time to time from the Reserve funds mentioned in subsection (1) to the Reserve funds established and continued under section 21 an amount in respect of the Development Charges mentioned in subsection (2) and, in so doing, the City Treasurer shall have regard to the amounts and proportions referred to in section 9 of this By-law.
- (4) The City Treasurer shall provide in the annual estimates of the City such sums as may be considered necessary to make the transfers mentioned in subsection (3), noting that the contributions for any single Development shall be financed over a period of not more than ten years.
- (5) Money deposited in the Reserve fund or funds mentioned in subsection (1) may include,
  - (a) the amount provided in the annual estimates mentioned in subsection (4); and
  - (b) interest earnings derived through the investment of the money deposited in the fund or funds as part of the City's cash management program.
- (6) The money withdrawn from the Reserve funds mentioned in subsection (1) shall be used only for the purpose of transfers to the Reserve funds, under subsection (3).

## **PART IV COMPLAINTS**

### **25. Corporate Services Committee to Hear Complaints**

The Corporate Services Committee is hereby appointed pursuant to section 23.1 of the *Municipal Act, 2001* to act in the place and stead of Council to deal with complaints under section 20 of the *Development Charges Act*.



## **26. Grounds of Complaint**

An Owner may complain in writing to the Corporate Services Committee (with a copy provided to the Chief Building Official) upon such grounds as are established by and in accordance with the *Development Charges Act* in respect of the Development Charge imposed by the City

- (1) that the amount of the Development Charge was incorrectly determined;
- (2) whether a credit is available to be used against the Development Charge, or the amount of the credit or the service with respect to which the credit was given, was incorrectly determined; or
- (3) that there was an error in the application of this By-law.

## **27. When Complaint to be Made**

A complaint may not be made under section 26 later than ninety (90) days after the day the Development Charge, or any part of it, is payable.

## **28. Particulars of Complaint**

The complaint must be in writing, must state the complainant's name, the address where notices can be given to the complainant and the reasons for the complaint, which reasons shall be consistent with section 27.

## **29. Hearing**

The Corporate Services Committee shall hold a hearing into the complaint and shall give the complainant an opportunity to make representations at the hearing.

## **30. Notice of Hearing**

The Clerk of the municipality shall mail a notice of the hearing to the complainant at least fourteen (14) days before the hearing.

## **31. Determination by Council**

After hearing the evidence and submissions of the complainant, the Corporate Services Committee shall as soon as practicable make a recommendation to Council on the merits of the complaint and Council may,

- (1) dismiss the complaint; or
- (2) rectify any incorrect determination or error that was the subject of the complaint.

## **32. Notice of Decision**

The Clerk of the municipality shall mail to the complainant a notice of the Council's decision, and of the last day for appealing the decision, which shall be the day that is forty (40) days after the day the decision is made. The notice required under this section must be mailed not later than twenty (20) days after the day the Council's decision is made.

## **PART V EXEMPTIONS AND EXCEPTIONS**

## **33. City And School Boards Exempt**

- (1) In accordance with the *Development Charges Act*, no land is exempt from a Development Charge by reason only that it is exempt from taxation under section 3 of the *Assessment Act*, 1997, with the following exceptions:
  - (a) land owned by and used for the purposes of City; and

(b) land owned by and used for the purposes of a board as defined in subsection 1(1) of the *Education Act*.

(2) For the purpose of subsection (1)(a), land owned by and used for the purposes of the City shall include lands owned by the City and used for the purposes of:

- (a) The London Public Library Board;
- (b) The Covent Garden Market Corporation;
- (c) The London Convention Center Corporation;
- (d) The London Transit Commission; or
- (e) London Police Service.

#### **34. Certain Developments Exempt**

No Development Charge under section 2 is payable where the Development or Redevelopment;

- (1) is an enlargement of an existing Dwelling unit;
- (2) creates one or two additional Dwelling units in an existing Single detached dwelling if the total Gross floor area of the additional Dwelling unit or units does not exceed the Gross floor area of the Dwelling unit already in the building;
- (3) creates one additional Dwelling unit in a Semi-detached or Rowhousing Dwelling if the Gross floor area of the additional Dwelling unit does not exceed the Gross floor area of the Dwelling unit already in the building;
- (4) creates one additional Dwelling unit in any existing residential building other than a Single detached dwelling, a Semi-detached dwelling or a Rowhousing Dwelling if the Gross floor area of the additional Dwelling unit does not exceed the Gross floor area of the smallest Dwelling unit already in the building;
- (5) creates one Dwelling unit contained within an accessory building per parcel if the Gross floor area of the additional Dwelling unit does not exceed the Gross floor area of the primary Dwelling unit located on the parcel;
- (6) is a parking building or structure;
- (7) is a bona fide Non-residential farm building used for an Agricultural use;
- (8) is a structure that does not have municipally provided water and Wastewater facilities and that is intended for seasonal use only; or
- (9) is a 'Temporary garden suite' installed in accordance with the provisions of the *Planning Act*, as amended;

#### **35. Industrial Use Exemptions**

In accordance with the *Development Charges Act*, and except as exempted under part (b) below, if a Development includes the enlargement of the Gross floor area of an existing Industrial building, the amount of the Development Charge that is payable in respect of the enlargement is determined in accordance with this section.

- (1) For the purpose of this section, the term "existing Industrial building" shall have the same meaning as that term has in the Regulation made pursuant to the *Development Charges Act*.
- (2) If the Gross floor area of an existing Industrial building is enlarged by 50 per cent or less, the amount of the Development Charge in respect of the enlargement is zero.
- (3) If the Gross floor area of an existing Industrial building is enlarged by more than 50 per cent, the amount of the Development Charge in respect of the

enlargement is the amount of the Development Charge that would otherwise be payable multiplied by the fraction determined as follows:

- (a) Determine the amount by which the enlargement exceeds 50 per cent of the Gross floor area before the enlargement.
  - (b) Divide the amount determined under paragraph 1 by the amount of the enlargement.
- (4) For greater certainty in applying the exemption in this section, the Gross floor area of an existing Industrial building is enlarged where there is a bona fide increase in the size of the existing Industrial building, the enlarged area is attached to the existing Industrial building, there is a direct means of ingress and egress from the existing Industrial building to and from the enlarged area for persons, goods and equipment and the existing Industrial building and the enlarged area are used for or in connection with an industrial purpose as set out in Regulation made pursuant to the *Development Charges Act*. Without limiting the generality of the foregoing, the exemption in this section shall not apply where the enlarged area is attached to the existing Industrial building by means only of a tunnel, bridge, canopy, corridor or other passageway, or through a shared below-grade connection such as a service tunnel, foundation, footing or parking facility.
- (5) The exemption for an existing Industrial building provided by this section shall be applied up to a maximum of 50 percent of the Gross floor area before the first enlargement for which an exemption from the payment of Development Charges was granted pursuant to this By-law or any previous Development Charges By-law of the City made pursuant to the *Development Charges Act* or its predecessor legislation.

### **36. City Services Reserve Fund – Institutional Discount**

Development Charges identified on Schedule 1 as described in section 7 shall be reduced by 50% with respect to the following:

- (1) lands, buildings or structures used or to be used for a public hospital as defined under the *Public Hospitals Act*, and used for the purposes set out in the Act;
- (2) lands, buildings or structures that are exempt from taxation under the enabling legislation of a college established under the *Ontario Colleges of Applied Arts and Technology Act* or a university as defined in section 171.1 of the *Education Act*, and used for the purposes set out under such enabling legislation;
- (3) lands, buildings or structures used or to be used for a place of worship or for the purposes of a cemetery or burial ground; and
- (4) other land, buildings or structures used for not-for-profit purposes defined in, and exempt from taxation under, section 3 of the *Assessment Act*.

### **37. Development Outside Urban Growth Area**

Where a Development occurs outside the Urban Growth Area as shown in Schedule 3 to this By-law, the Development Charge payable under section 2 with respect to rates in section 7 shall exclude the following rate service components identified in Schedule 1 as described in section 7: Wastewater, Water Distribution and Stormwater.

**PART VI  
TRANSITIONAL**

**38. Permit Applications Submitted on or before August 3, 2019**

Notwithstanding section 4, where a permit required under the *Building Code Act* in relation to a building or structure has been submitted on or before August 3 2019, a Development Charge under section 2 shall be calculated at the time of the application for the permit.

**PART VII  
MISCELLANEOUS**

**39. Administration of By-law**

(1) The administration of this By-law, except as otherwise provided in this section, is assigned to the Chief Building Official.

(2) The administration of Part III is assigned to the City Treasurer.

**40. Former By-laws Repealed**

By-law C.P.-1496-244 of the Corporation of the City of London, respecting Development Charges is hereby repealed effective August 4, 2019.

**41. Commencement**

This By-law comes into force on August 4, 2019 or, in the event of an appeal pursuant to the *Development Charges Act*, in accordance with that Act.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

Bill No.  
2019

By-law No. PS-113

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

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

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

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

**1. Pedestrian Crossovers**

Schedule 13.1 of By-law PS-113 is hereby amended by **adding** the following rows:

Belmont Drive	At the east side of the intersection with Hillsborough Road
Belvedere Avenue	At the north side of the intersection with Lola Street
Buroak Drive	At the west side of the intersection with Denview Avenue
Buroak Drive	At the east side of the intersection with Denview Avenue
Chambers Avenue	At the north side of the intersection with Whisker Street
Denview Avenue	At the south side of the intersection with Buroak Drive
Denview Avenue	At the north side of the intersection with Buroak Drive
Dundas Street	122 m east of Adelaide Street North
Grand View Avenue	At the north side of the intersection with Helena Montague Avenue
Repton Avenue	At the south side of the intersection with Firefly Drive

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

Bill No.  
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 Cedarpark Way)

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 Cedarpark Way, namely:

“All of Block 127 on Registered Plan 33M-640 in the City of London and County of Middlesex.”

2. This by-law comes into force and effect on the day it is passed.

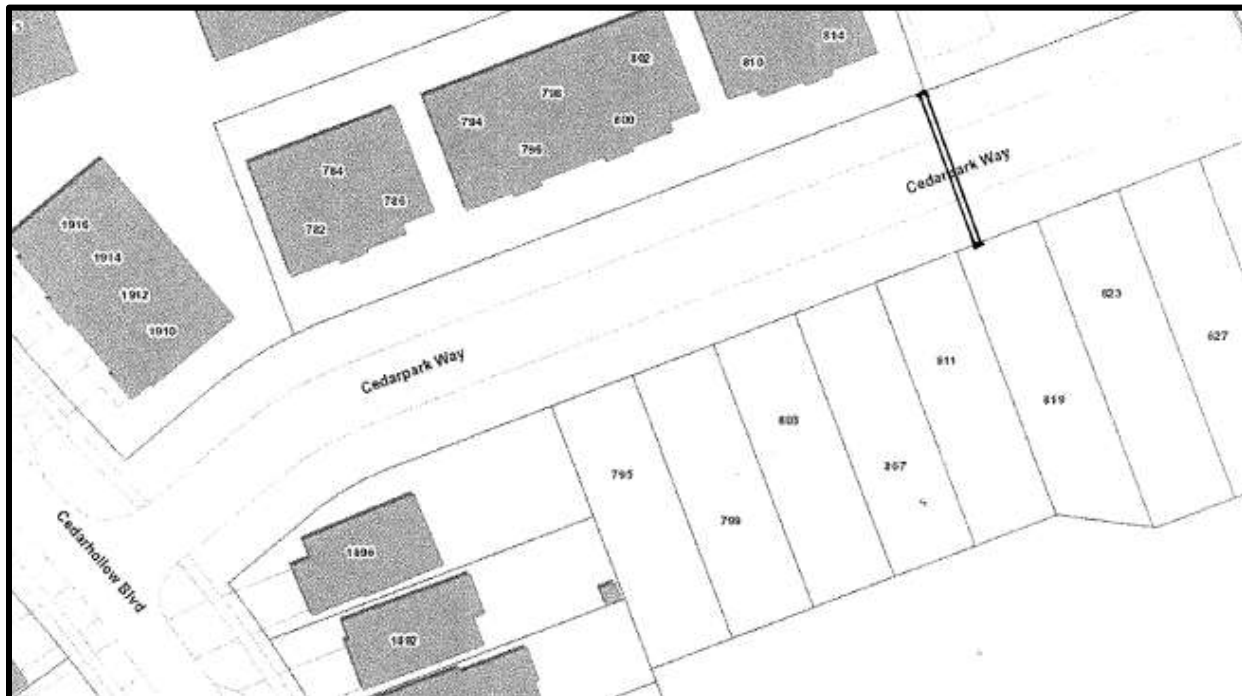
PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

# LOCATION MAP



 Subject Lands



Bill No.  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Commissioners Road East, west of Carnegie Lane)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Commissioners Road East, west of Carnegie Lane, namely:

“Part of Lot 74 on Registrar’s Compiled Plan 1012 in the City of London, designated as Parts 2 and 3 on Reference Plan 33R-20274.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - May 21, 2019  
Second Reading - May 21, 2019  
Third Reading - May 21, 2019

LOCATION MAP



 Subject Lands

Bill No.  
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 Tokala Trail)

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 Tokala Trail, namely:

“All of Block 96 on Registered Plan 33M-685 in the City of London and County of Middlesex.”

2. This by-law comes into force and effect on the day it is passed.

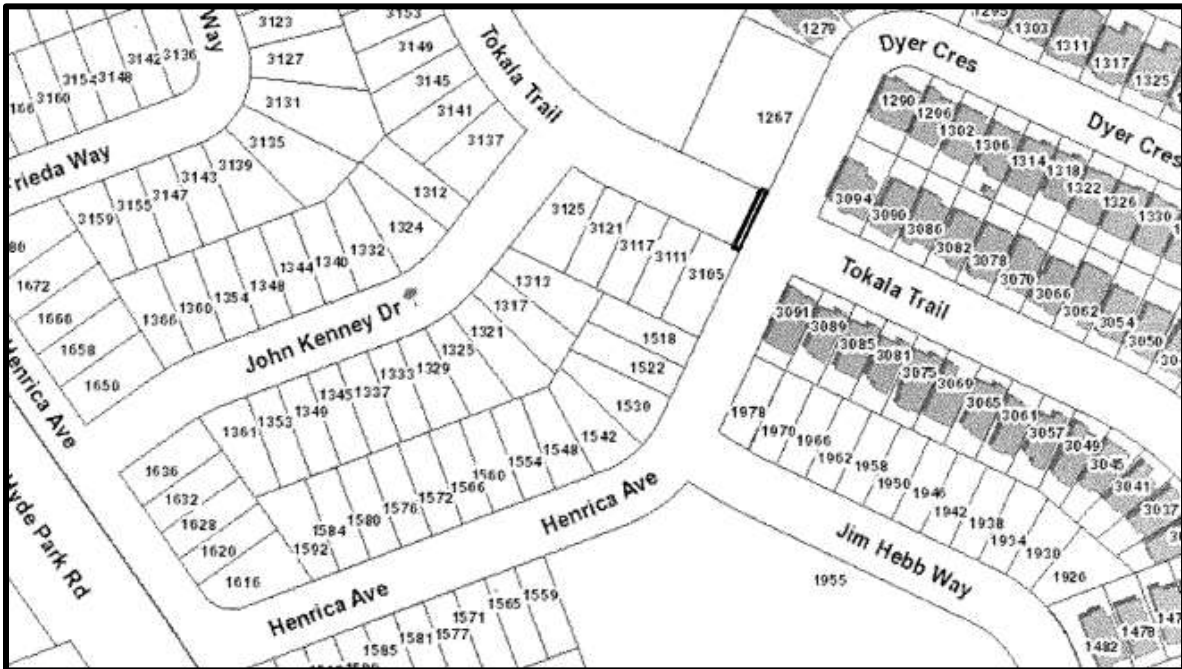
PASSED in Open Council on May 21, 2019.


Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

# LOCATION MAP



 Subject Lands

Bill No.  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Trafalgar Street, east of Bancroft Road)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Trafalgar Street, east of Bancroft Road, namely:

“Part of Lot 3 in Concession “B”, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 9 on Reference Plan 33R-20148.”

2. This by-law comes into force and effect on the day it is passed.

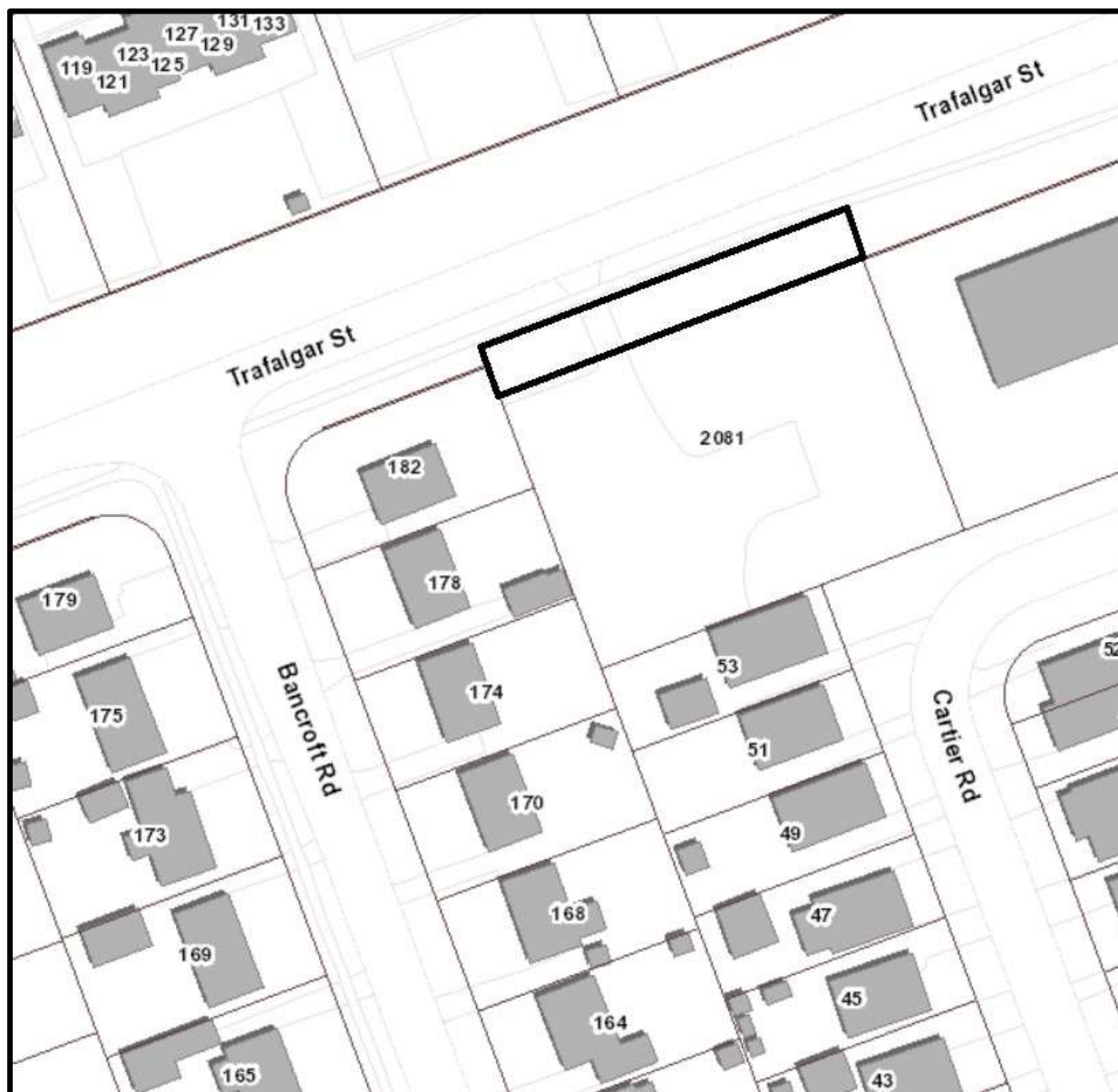
PASSED in Open Council on May 21, 2019.


Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - May 21, 2019  
Second Reading - May 21, 2019  
Third Reading - May 21, 2019

LOCATION MAP



 Subject Lands

Bill No.  
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 177 Edgevalley Road.

WHEREAS Drewlo Holdings Inc. has applied to remove the holding provision from the zoning for the lands located at 177 Edgevalley 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 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 177 Edgevalley Road, as shown on the attached map, to remove the holding provisions so that the zoning of the lands as a Residential R5/Residential R6 (R5-7/R6-5) 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 May 21, 2019.

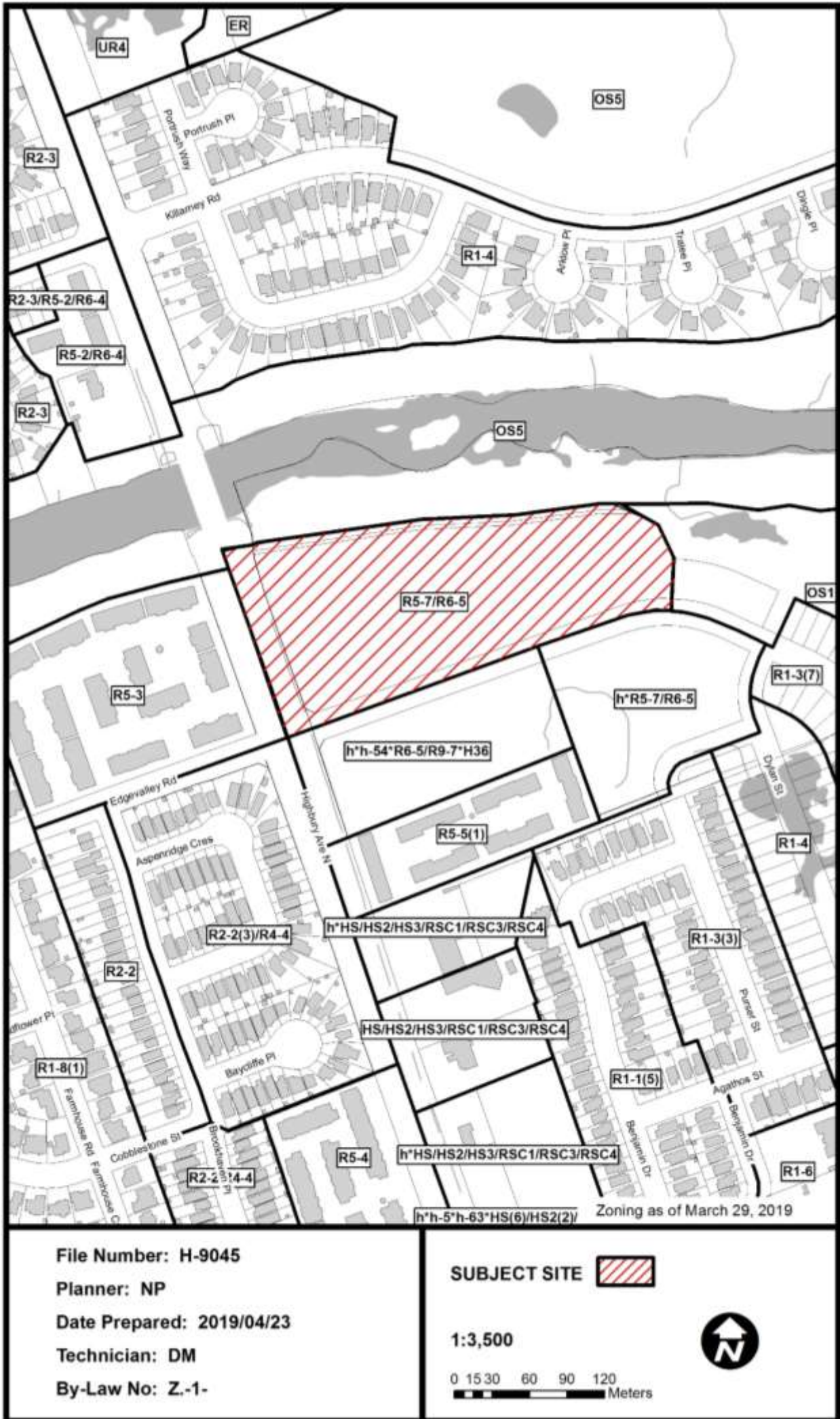
Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019



SCHEDULE "A"



Bill No.  
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 1081 Riverside Drive.

WHEREAS Hajar Properties Inc. has applied to rezone an area of land located at 1081 Riverside Drive , 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 1081 Riverside Drive, as shown on the attached map comprising part of Key Map No. A106, from a Private Road Residential R6 (PR\*R6-1) Zone to a Residential R3 Special Provision (R3-2(\_)) Zone.

2) Section Number 7.4 of the Residential R3 (R3-2) Zone is amended by adding the following Special Provision:

R3-2(\_) 1081 Riverside Drive

a) Regulations

- i) Interior Side Yard Depth 1.3 metres  
(Minimum): (4.3 feet)
- ii) Notwithstanding Section 4.19.4 a), all required parking is permitted in the exterior side yard (Hyde Park Road) for this site.
- iii) Notwithstanding Section 4.19.4 c) (a), the parking area setback shall a minimum 2.4 m (7.9 feet) from the property line (Hyde Park Road).

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 May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019


SCHEDULE "A"



File Number: Z-9017  
 Planner: NP  
 Date Prepared: 2019/04/05  
 Technician: DM  
 By-Law No: Z.-1-

**SUBJECT SITE** 

1:1,000

0 5 10 20 30 40 Meters 

Bill No.  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located on the future extension of Turner Crescent within the Draft Plan of Subdivision – Summerside Phase 12B (39T-07508).

WHEREAS Greengate Village Limited has applied to rezone an area of land located on the future extension of Turner Crescent within the Draft Plan of Subdivision – Summerside Phase 12B (39T-07508), 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 on the future extension of Turner Crescent within the Draft Plan of Subdivision - Summerside Phase 12B (39T-07508), as shown on the attached map, from a Residential R4 Special Provision (R4-5(2)) Zone to a Residential R1/R4 Special Provision (R1-3(12)/R4-5(2)) Zone; a Residential R4 Special Provision (R4-5(\*)) Zone; and a Residential R4 Special Provision (R4-5(\*\*)) Zone.

2. Section Number 8.4 of the Residential R4 Zone is amended by adding the following special provisions:

R4-5(\*)      Blocks 63 and 66 (39T-07508)

a) Regulations:

- |      |   |            |
|------|---|------------|
| i)   | Lot Frontage<br>(Minimum):  | 6.7 metres |
| ii)  | Garage Front Yard Depth<br>(Minimum):   | 5.5 metres |
| iii) | Exterior Side Yard<br>Depth Main Building<br>(Minimum):                                   | 3.0 metres |
| iv)  | Interior Side Yard Depth<br>(Minimum):  | 1.5 metres |
| v)   | Lot Coverage<br>(Maximum):  | 45%        |
| vi)  | East and West Side Yard<br>Depth to Main Building<br>(Minimum):                           | 3.0 metres |
| vii) | Exterior Side Yard Depth Main Building shall apply to all adjacent street classifications |            |

R4-5(\*\*) Blocks 64, 65, 67 and 68 (39T-07508)

a) Regulations:

- i) Lot Frontage (Minimum): 7.0 metres
- ii) Garage Front Yard Depth (Minimum): 5.5 metres
- iii) Exterior Side Yard Depth Main Building (Minimum): 3.0 metres
- iv) Interior Side Yard Depth (Minimum): 1.5 metres
- v) Lot Coverage (Maximum): 45%
- vi) Exterior Side Yard Depth Main Building shall apply to all adjacent street classifications

3. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on May 21, 2019

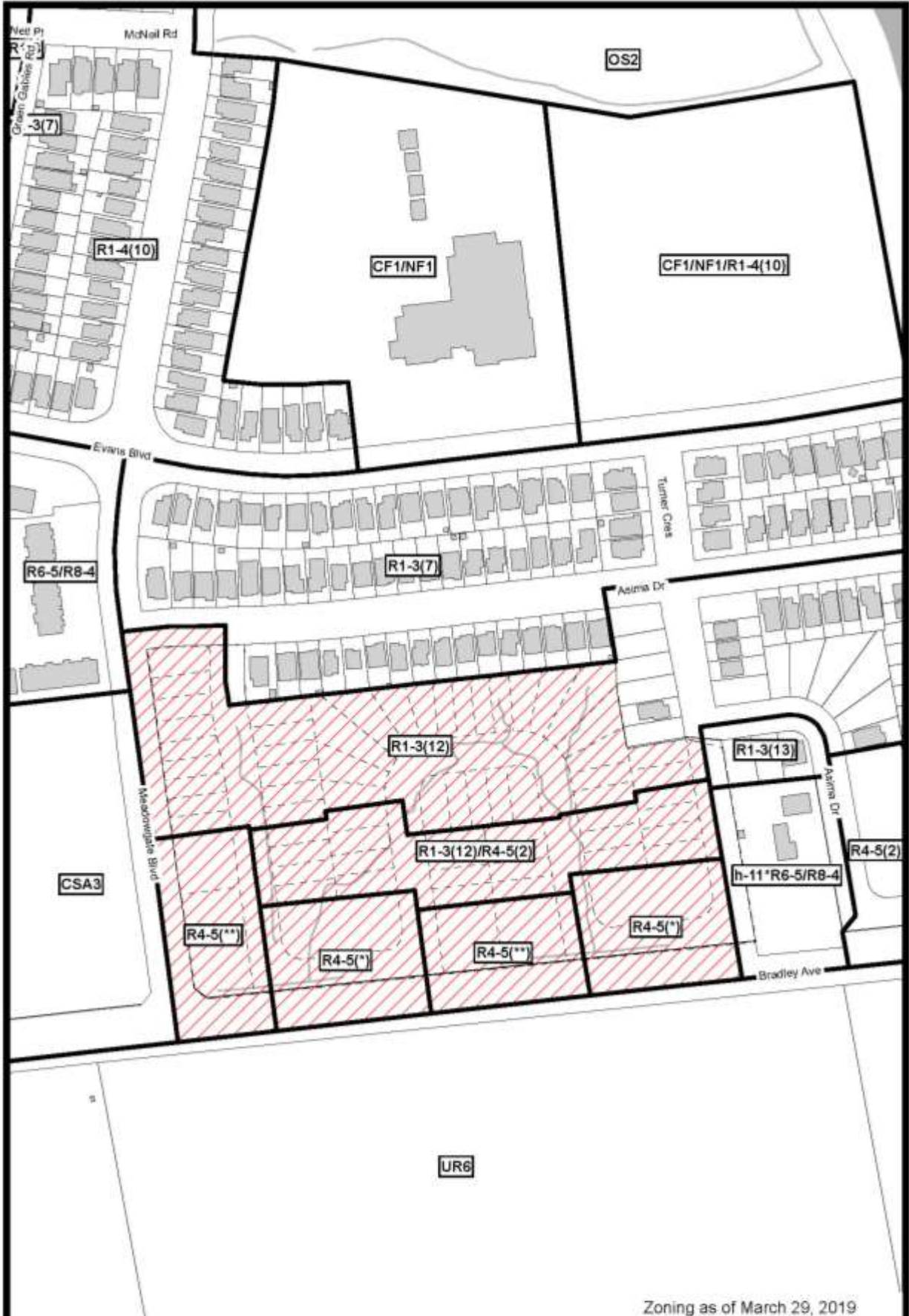
Ed Holder  
Mayor

Catharine Saunders  
City Clerk




First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019



SCHEDULE "A"



Zoning as of March 29, 2019

<p>File Number: 39T-07508 / Z-9021                  Planner: LM                  Date Prepared: 2019/04/08                  Technician: RC                  By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters </p> <p></p>
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Bill No.  
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 462, 468, 470, 472 Springbank Drive.

WHEREAS Atlas Springbank Developments Ltd. has applied to rezone an area of land located at 462, 468, 470, 472 Springbank Drive, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_ this rezoning will conform 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 462, 468, 470, 472 Springbank Drive, as shown on the attached map comprising part of Key Map No. A.106, from a Holding Office Special Provision (h-11\*OF5(4)) Zone, to a Holding Residential R9 Bonus Zone (h-11\*R9-7\*B(\_)) Zone.

2) Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B(\_) 462, 468, 470, 472 Springbank Drive

The B(\_) Zone shall be implemented through the required development agreements to facilitate the development of a high quality residential apartment building, with a maximum of 9-storeys with 186 dwelling units which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law; and

i) Provision of Affordable Housing

10% of the total unit count (rounded up to the nearest unit), above the 150 unit per hectare threshold, to a maximum of 8 units, shall be allocated for affordable housing units (1 bedroom units) established by agreement at 95% of average market rent for a period of 25 years. An agreement shall be entered into with the Corporation of the City of London, to secure those units for this 25 year term.

ii) 1 level of underground parking

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

a) Additional Permitted Uses:

- i) Bake shops;
- ii) Brewing on Premises Establishment;
- iii) Clinics;
- iv) Commercial schools;
- v) Convenience business service establishments;
- vi) Convenience service establishments;
- vii) Convenience stores;
- viii) Day care centres;
- ix) Financial institutions;



- x) Florist shops;
- xi) Food stores;
- xii) Medical/dental offices;
- xiii) Offices;
- xiv) Personal service establishments;
- xv) Pharmacies;
- xvi) Retail Stores;
- xvii) Restaurants, eat-in;
- xviii) Restaurants, take-out;
- xix) Studios;

b) Regulations:

- i) Density 265 uph  
(107.25 units per acre)
- ii) Height  
(Maximum): 32 metres  
(105 feet)
- iii) Front Yard Depth  
(Minimum): 2.5 metres  
(8.2 feet)
- iv) Rear Yard Depth  
(Minimum): 7.0 metres  
(23 feet)
- v) Westerly Interior  
Side Yard Depth  
(Minimum): 5.5 metres  
(18 feet)
- vi) Easterly Interior  
Side Yard Depth  
(Minimum): 12.1 metres  
(39.70 feet)
- vii) Residential Parking  
(Minimum): 1 space per unit
- viii) Commercial Parking  
(Minimum): 17 spaces
- ix) No drive-through will be permitted for any of the additional permitted uses.
- x) The permitted commercial uses will only be permitted on the first floor of an apartment building.
- xi) The maximum gross floor area for specific individual uses shall be as follows:
  - a) Commercial schools and Pharmacies 300 m<sup>2</sup>  
(3,229 sq. ft.)
  - b) Restaurants - eat-in and take-out 300 m<sup>2</sup>  
(1,616 sq. ft.)
  - c) Food stores 500 m<sup>2</sup> (5,382 sq. ft.)
  - d) All other permitted uses 400 m<sup>2</sup> (4,305 sq. ft.)

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.

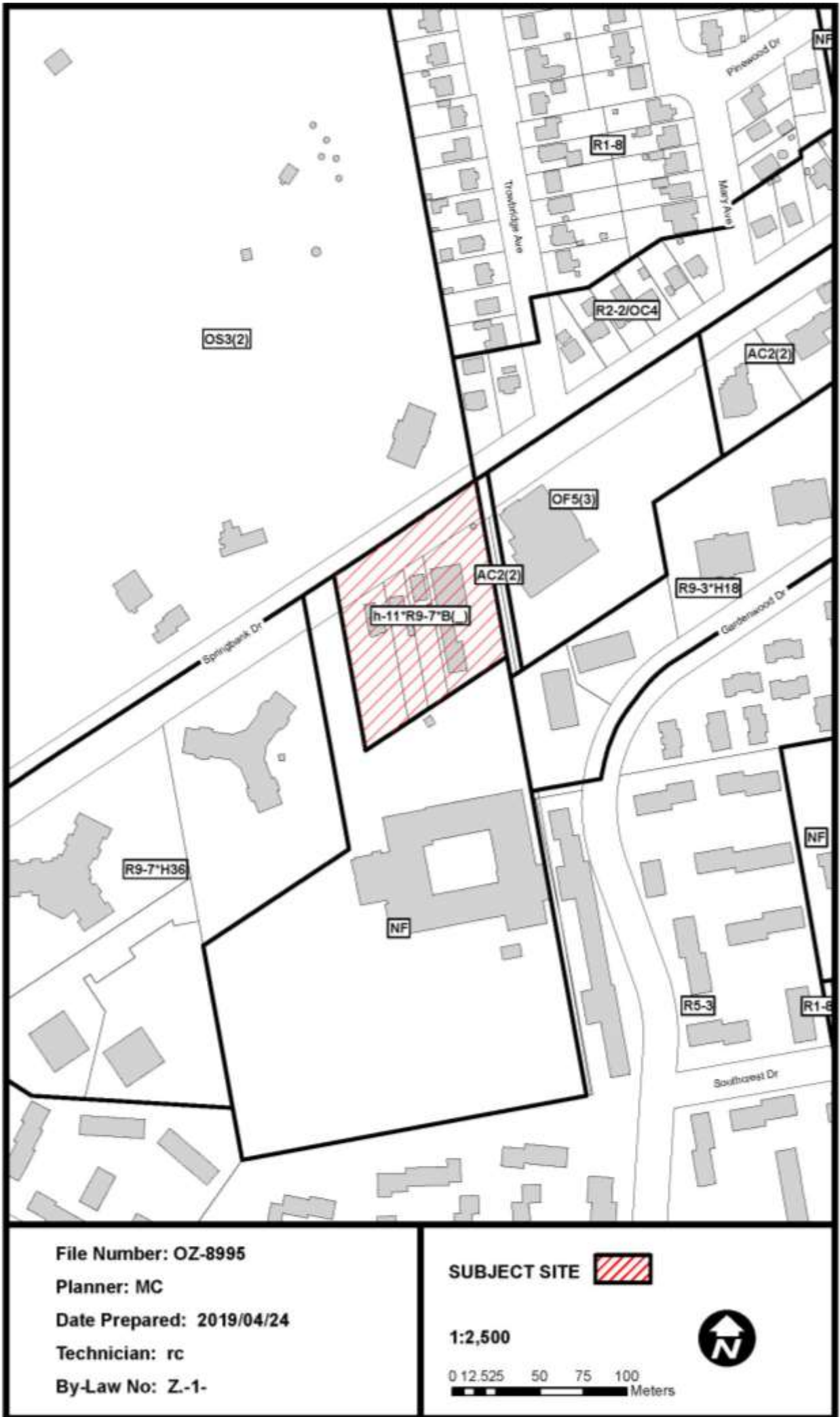
PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

SCHEDULE "A"



File Number: OZ-8995  
Planner: MC  
Date Prepared: 2019/04/24  
Technician: rc  
By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.5 25 50 75 100 Meters



Bill No.  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone a portion of an area of land located at 4680 Wellington Road South.

WHEREAS 761030 Ontario Limited have applied to extend the Temporary Use (T-74) Zone as it applies to a portion of the property located at 4680 Wellington Road South for a period not to exceed three (3) years;

AND WHEREAS the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-162487 approved the Temporary Use for 4680 Wellington Road South for a period not exceeding three (3) years beginning June 23, 2016;

AND WHEREAS the Municipal Council of the Corporation of the City of London deems it advisable to extend the Temporary Use for the said property for a period not exceeding three (3) years;

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. Section Number 50.2(74) of the Temporary (T) Zone is amended by adding the following subsection for a portion of lands known municipally as 4680 Wellington Road South:

74) T-74

This Temporary Use is hereby extended for an additional three (3) years beginning May 21, 2019.

2. 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.

3. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the Planning Act, R.S.O. 1990, c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

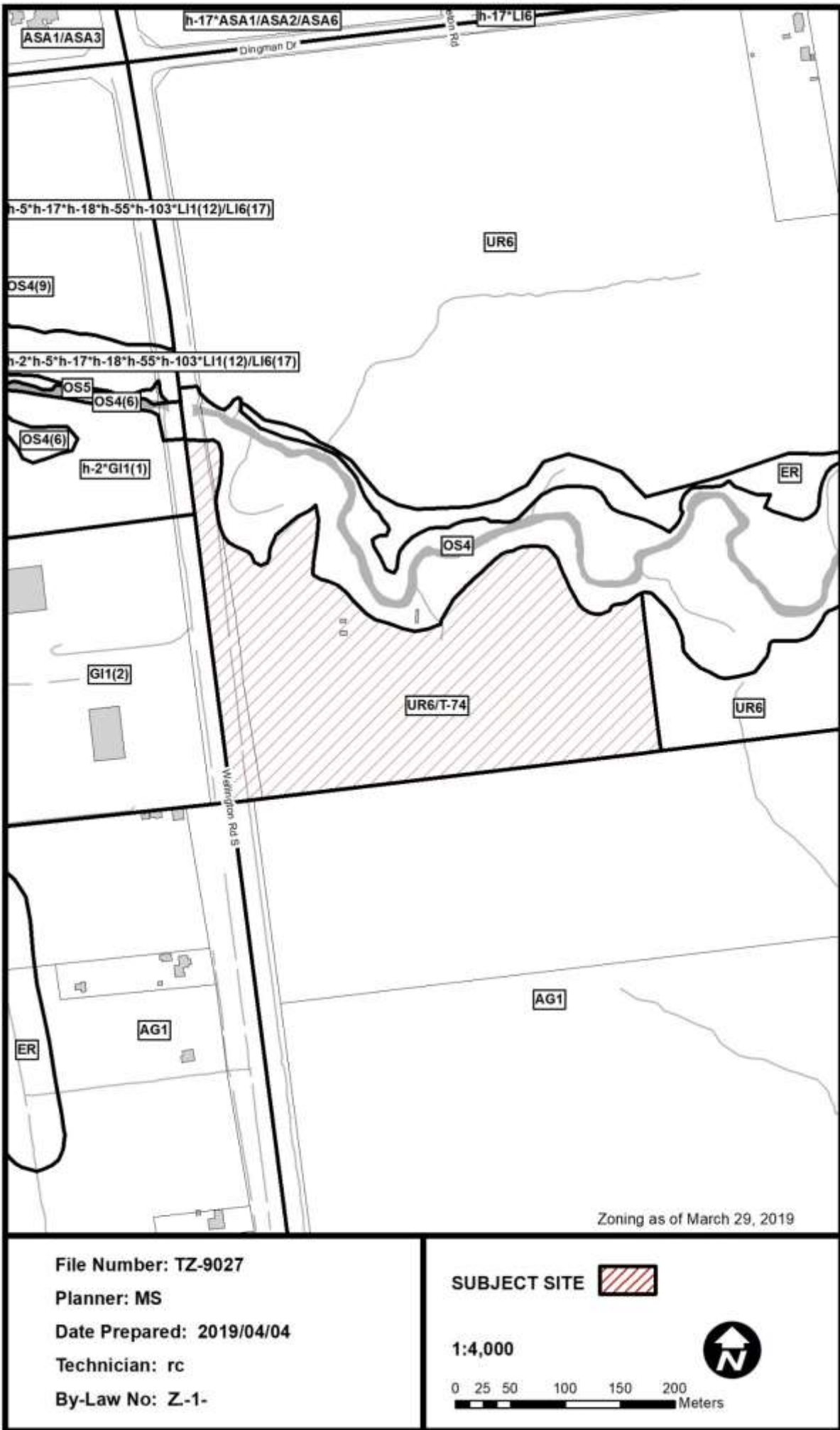
PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

SCHEDULE "A"



Bill No.  
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 2096 Wonderland Road North.

WHEREAS Invest Group Ltd. has applied to rezone an area of land located at 2096 Wonderland Road North, 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 2096 Wonderland Road North, as shown on the attached map comprising part of Key Map No. A102, from a Residential R1 (R1-16) Zone to a Residential R5 Special Provision (R5-6(\_)) Zone.

2) Section Number 9.4 of the Residential R5 (R5-6) Zone is amended by adding the following Special Provision:

R5-6(_)	2096 Wonderland Road North	
a)	Additional Permitted Uses	
i)	Converted dwellings	
b)	Regulations	
i)	Front Yard Depth (Minimum):	0 metres (0 feet)
ii)	Rear Yard Depth (Minimum):	3.8 metres (12.47 feet)

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.

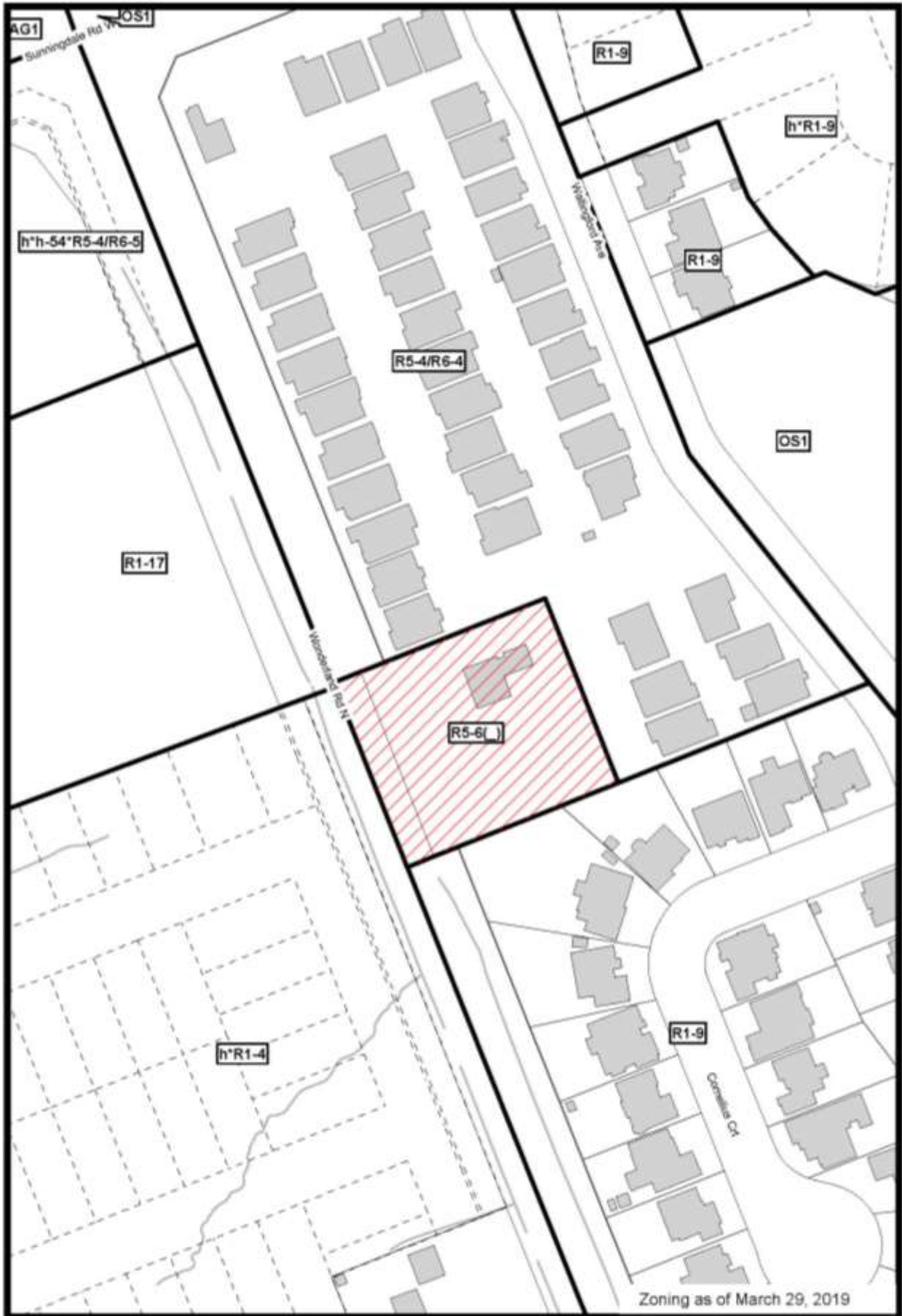
PASSED in Open Council on May 21, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 21, 2019  
Second Reading – May 21, 2019  
Third Reading – May 21, 2019

SCHEDULE "A"



Zoning as of March 29, 2019

File Number: Z-9010  
 Planner: BD  
 Date Prepared: 2019/04/18  
 Technician: rc  
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40  
 Meters

