

# Corporate Services Committee Report

21st Meeting of the Corporate Services Committee  
November 5, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen,  
A. Kayabaga, Mayor E. Holder

ABSENT: S. Hillier

ALSO PRESENT: A.L. Barbon, G. Bridge, B. Card, I. Collins, B. Coxhead, S. Khan,  
L. Livingstone, J. Logan, A. Macpherson, V. Morgado, C.  
Saunders, S. Spring, M. Stone, T. Wellhauser, B. Westlake-  
Power

The meeting is called to order at 12:34 PM.

## 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests are disclosed.

## 2. Consent

Moved by: E. Holder

Seconded by: P. Van Meerbergen

That items 2.1 to 2.6 BE APPROVED.

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

Absent: (1): S. Hillier

**Motion Passed (5 to 0)**

### 2.1 2019 Accessibility Compliance Report

Moved by: E. Holder

Seconded by: P. Van Meerbergen

That, on the recommendation of the Acting Director of Human Resources,  
the staff report dated November 5, 2019 regarding the 2019 accessibility  
compliance report BE RECEIVED for information.

**Motion Passed**

### 2.2 Recognition Event for Black History Month

Moved by: E. Holder

Seconded by: P. Van Meerbergen

That, on the recommendation of the Acting Director, Human Resources,  
the staff report dated November 5, 2019 regarding an event to recognize  
Black History Month BE RECEIVED and any decision BE DEFERRED  
until a review of the Issuance of Proclamation Policy is completed and a  
report is submitted at a future date.

**Motion Passed**

2.3 Budweiser Gardens: City Approval of Digital Wall Capital Lease Agreement

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

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

- a) the capital lease to add a digital wall of TV's at Budweiser Gardens BE APPROVED for the purpose of advertising; and,
- b) the by-law appended to the staff report dated November 5, 2019 as Appendix "B", BE INTRODUCED at the Municipal Council meeting to be held on November 12, 2019 to delegate approval authority for up to \$150,000 as it relates to approval of capital lease agreements for Budweiser Gardens to the City Treasurer or delegate.

**Motion Passed**

2.4 RFT 19-90 Plumbing Services at Various City of London Facilities - Irregular Result

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

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the selection of a Licensed Plumbing Services Provider at various City of London facilities:

- a) the proposal submitted by Besterd Mechanical, 1070 Wilton Grove Road, London ON N6N 1C6 for the provision of Plumbing Services at various City of London facilities in accordance RFT19-90 Plumbing Services at Various City of London Facilities, at a total estimated annual cost of \$178,870.00 (excluding HST), BE ACCEPTED; it being noted that this is an Irregular Result under Section 8.10 (b) of the Procurement of Goods & Service Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this contract; and
- c) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract, having a purchase order, or contract record relating to the subject matter of this approval.

**Motion Passed**

2.5 Pre-Authorized Tax Payment Plan By-law and Collection of Property Taxes By-law

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

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 2020:

- a) the by-law, as appended to the staff report dated November 5, 2019 (Appendix A), BE INTRODUCED at the Council meeting to be held on

November 12, 2019 to amend By-law A-5505-497 “A by-law to authorize the implementation of a pre-authorized payment plan for The Corporation of the City of London” by repealing paragraph 10 therein and by replacing with a new paragraph 10 for the provision of the calculation of pre-authorized payments; and,

b) the by-law, as appended to the staff report dated November 5, 2019 (Appendix B), BE INTRODUCED at the Council meeting to be held on November 12, 2019 to amend By-law A-8 the “Property Tax Collection By-law” by repealing sections 1.8 and 1.9 and by replacing them with new sections for the provision of the calculation of the interim tax levy.

**Motion Passed**

2.6 City of London Days at the Budweiser Gardens - Showdown in the Downtown

Moved by: E. Holder

Seconded by: P. Van Meerbergen

That, on the recommendation of the City Clerk, the request from London Health Sciences Centre to hold the Showdown in the Downtown – Knock Out Kidney Disease on September 26, 2020, BE APPROVED as a City of London Day at the Budweiser Gardens; it being noted that four days remain for 2020, with no other requests pending.

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Parkinson Society Southwestern Ontario - Request for Exemption and Policy Amendment - City of London Days at Budweiser Gardens

Moved by: J. Helmer

Seconded by: E. Holder

That the following actions be taken with respect to the request of the Parkinson Society Southwestern Ontario for an additional City of London day at the Budweiser Gardens:

a) notwithstanding the existing policy, the request for the Parkinson Society of Southwestern Ontario for a City of London day event at the Budweiser Gardens, BE APPROVED for June 2020, subject to the availability of the venue; and,

b) the City Clerk BE DIRECTED to report back to the Corporate Services Committee with respect to potential policy amendments to allow for flexibility related to requests.

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

Absent: (1): S. Hillier

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

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

Moved by: J. Helmer

Seconded by: P. Van Meerbergen

That the Corporate Services Committee convene, In Closed Session, for consideration of the following:

**6.1 Land Disposition/Solicitor-Client Privileged Advice/Position, Plan, Procedure, Criteria or Instructions to be Applied to any Negotiations**

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

**6.2 Litigation/Potential Litigation / Solicitor-Client Privileged Advice**

A matter pertaining to litigation with respect to the partial expropriation of property located at 1932 Wonderland Road North, including matters before administrative tribunals, affecting the municipality or local board, LPAT File Number LC 190008; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 1932 Wonderland Road North; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the expropriation of a property located at 1932 Wonderland Road North.

**6.3 Personal Matters/Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2020 Mayor's New Year's Honour List.

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

Absent: (1): S. Hillier

**Motion Passed (5 to 0)**

The Corporate Services Committee convenes, In Closed Session, from 12:55 PM to 1:06 PM.

**7. Adjournment**

The meeting adjourned at 1:07 PM.

<b>TO:</b>	<b>CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON NOVEMBER 5, 2019</b>
<b>FROM:</b>	<b>WILLIAM C. COXHEAD ACTING DIRECTOR OF HUMAN RESOURCES</b>
<b>SUBJECT:</b>	<b>2019 ACCESSIBILITY COMPLIANCE REPORT</b>

**RECOMMENDATION**

That, on the recommendation of the Acting Director of Human Resources, the following Report **BE RECEIVED** for information purposes.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report to Corporate Services Committee – November 7, 2017 – 2017 Accessibility Compliance Report

**BACKGROUND**

On February 3, 2017, Municipal Council resolved that...

- e) ... the Civic Administration **BE DIRECTED** to bring forward any reports required for submission under the AODA to the Municipal Council, for its review, prior to submission.

**LEGISLATIVE REQUIREMENTS FOR COMPLIANCE REPORT**

Under the *Accessibility for Ontarians with Disabilities Act, 2005*, a compliance report is required to be submitted to the Accessibility Directorate of Ontario ('ADO') by a designated public sector organization, such as the City of London, every two years and the reports must be made available to the public.

The compliance report format is determined by the ADO and released to organizations in advance for review, certification, and submission by the deadline associated with each organization. The compliance report was released in May of 2019. At this time Civic Administration developed a process whereby all Service Areas reviewed the applicable Compliance Report and confirm compliance at time of submission. The attached 2019 Accessibility Compliance Report (Appendix A) has been completed, based on consultation with applicable Service Areas, and is now available for review prior to submission. The City of London is required to submit the 2019 Accessibility Compliance Report template to the ADO by December 31, 2019.

<b>PREPARED BY:</b>	<b>PREPARED BY:</b>
<b>MELANIE STONE SPECIALIST, ACCESSIBILITY HUMAN RESOURCES AND CORPORATE SERVICES</b>	<b>GARY BRIDGE MANAGER, HUMAN RESOURCES AND CORPORATE SERVICES</b>
<b>RECOMMENDED BY:</b>	
<b>WILLIAM C. COXHEAD ACTING DIRECTOR OF HUMAN RESOURCES</b>	

## Appendix A

### 2019 Accessibility Compliance Report for the City of London



Ministry for Seniors and Accessibility

2019 Accessibility compliance report

Organization category [Designated Public Sector](#) | Number of employees range [50+](#)  
Filing organization legal name [The Corporation of the City of London](#)  
Filing organization business number (BN9) [119420883](#)

Fields marked with an asterisk (\*) are mandatory.

#### B. Understand your accessibility requirements

Before you begin your report, you can learn about your accessibility requirements at [ontario.ca/accessibility](http://ontario.ca/accessibility).

Additional accessibility requirements apply if you are:

- [a library board](#)
- [a producer of education material \(e.g. textbooks\)](#)
- [an education institution \(e.g. school board, college, university or school\)](#)
- [a municipality](#)

#### C. Accessibility compliance report questions

##### Instructions

Please answer each of the following compliance questions. Use the Comments box if you wish to comment on any response.

If you need help with a specific question, click the help links which will open in a new browser window. Use the link on the left to view the relevant AODA regulations and the link on the right to view relevant accessibility information resources.

##### Foundation requirements

1. Does your organization have written accessibility policies and a statement of commitment? \*  Yes  No

[Read O. Reg. 191/11 s. 3: Establishment of accessibility policies](#)

[Learn more about your requirements for question 1](#)

Comments for question 1

2. Has your organization established, implemented and maintained a multi-year accessibility plan and posted it on your organization's website? \*  Yes  No

[Read O. Reg. 191/11 s. 4: Accessibility plans](#)

[Learn more about your requirements for question 2](#)

Comments for question 2

3. Has your organization completed a review of its progress implementing the strategy outlined in its accessibility plan and documented the results in an annual status report posted on the organization's website? \*  Yes  No

[Read O. Reg. 191/11 s. 4\(1\), 4\(3\): Accessibility plans](#)

[Learn more about your requirements for question 3](#)

Comments for question 3

4. Did your organization consult with people with disabilities when establishing, reviewing and updating its multi-year accessibility plan? \*  Yes  No

[Read O. Reg. 191/11 s. 4\(2\): Accessibility plans](#)

[Learn more about your requirements for question 4](#)

Comments for question 4

5. Does your organization provide the appropriate training on the Integrated Accessibility Standards Regulation and the Human Rights Code as it pertains to persons with disabilities? \*  Yes  No

[Read O. Reg. 191/11 s. 7: Training](#)

[Learn more about your requirements for question 5](#)

Comments for question 5

6. Has your organization established and documented a process to receive and respond to feedback on how its goods or services are provided to persons with disabilities, including actions that your organization will take when a complaint is received? \*  Yes  No

[Read O. Reg. 191/11 s. 80.50: Feedback process required](#)

[Learn more about your requirements for question 6](#)

Comments for question 6

7. Does your organization ensure that its feedback processes are accessible to persons with disabilities by providing or arranging accessible formats or communication supports, upon request, and do you notify the public of this accessible feedback policy? \*  Yes  No

[Read O. Reg. 191/11 s. 11: Feedback](#)

[Learn more about your requirements for question 7](#)

Comments for question 7

#### Information and communications

8. Does your organization have a process to provide accessible formats and communication supports for persons with disabilities in a timely manner and at no more than the cost for other persons who ask for the same information, and do you notify the public of this accessible information policy? \*  Yes  No

[Read O. Reg. 191/11 s. 12: Accessible formats and communications supports](#)

[Learn more about your requirements for question 8](#)

Comments for question 8

#### Employment

9. Does your organization notify its employees and the public about the availability of accommodations in its recruitment process? \*  Yes  No

[Read O. Reg. 191/11 s. 22-24: Recruitment](#)

[Learn more about your requirements for question 9](#)

Comments for question 9

10. Does your organization notify successful applicants of its policies for accommodating employees with disabilities during offers of employment? \*  Yes  No

[Read O. Reg. 191/11 s. 24: Notice to successful applicants](#)

[Learn more about your requirements for question 10](#)

Comments for question 10

11. Does your organization develop and have in place a written process for the development of documented individual accommodation plans for employees with disabilities? \*  Yes  No

[Read O. Reg. 191/11 s. 28: Documented individual accommodation plans](#)

[Learn more about your requirements for question 11](#)

Comments for question 11

## Transportation

12. Does your organization provide transportation services? \*

Yes  No

(If Yes, you will be required to answer an additional question.)

[Read O. Reg. 191/11 Part IV: Transportation standards](#)

[Learn more about your requirements for question 12](#)

12.a. Does your organization conduct employee and volunteer accessibility training on the safe use of accessibility equipment and features of your transportation vehicles? \*

Yes  No

[Read O. Reg. 191/11 s. 36: Accessibility training](#)

[Learn more about your requirements for question 12.a](#)

Comments for  
question 12.a

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## Design of public spaces

13. Since your organization last reported on its accessibility compliance, has your organization constructed new or redeveloped existing off-street parking facilities that it intends to maintain? \*

Yes  No

(If Yes, you will be required to answer an additional question.)

[Read O. Reg. 101/11 Part IV.1: Design of public spaces standards](#)

[Learn more about your requirements for question 13](#)

13.a. When constructing new or redeveloping off-street parking facilities that your organization intends to maintain, does it ensure that the off-street parking facilities meet the accessibility requirements as outlined in sections 80.32 – 80.37 of the IASR? \*

Yes  No

[Read O. Reg. 80.32-37: Accessible parking](#)

[Learn more about your requirements for question 13.a](#)

Comments for  
question 13.a

14. Since your organization last reported on accessibility compliance, has your organization constructed new or redeveloped existing outdoor public spaces that it intends to maintain? \*

Yes  No

(If Yes, you will be required to answer additional questions.)

[Read O. Reg. 191/11 Part IV.1: Design of public spaces standards](#)

[Learn more about your requirements for question 14](#)

14.a. When constructing new or redeveloping existing outdoor play spaces, did your organization consult with the public and persons with disabilities on the needs of children and caregivers, and if you represent a municipality did your organization consult with the municipal advisory committee where one was established as outlined in s. 80.19 of the Integrated Accessibility Standards Regulation? \*

Yes  No

[Read O. Reg. 191/11 s. 80.19: Outdoor play spaces](#)

[Learn more about your requirements for question 14.a](#)

Comments for  
question 14.a

14.b. Does your organization's multi-year accessibility plan include procedures for preventative and emergency maintenance of the accessible elements in public spaces, and for dealing with temporary disruptions when accessible elements required under the Integrated Accessibility Standards Regulations Part IV are not in working order? \*

Yes  No

[Read O. Reg. 191/11 s. 80.44: Maintenance of accessible elements](#)

[Learn more about your requirements for question 14.b](#)

Comments for  
question 14.b

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## Customer service

15. In your policies, practices and procedures, does your organization permit persons with disabilities to keep their service animals with them on the parts of your premises that are open to the public or other third parties, except where the animal is excluded by law? If excluded by law, does your organization have alternate ways for people with service animals to access and use your goods, services or facilities? \*

Yes  No

[Read O. Reg. 191/11 s. 80.47\(1-3\): Use of service animals and support persons](#)

[Learn more about your requirements for question 15](#)

Comments for  
question 15



**General requirements**

16. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **information and communications standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part II: Information and communications standards](#)

[Learn more about your requirements for question 16](#)

Comments for question 16

17. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **employment standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part III: Employment standards](#)

[Learn more about your requirements for question 17](#)

Comments for question 17

18. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **transportation standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part IV: Transportation standards](#)

[Learn more about your requirements for question 18](#)

Comments for question 18

19. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **design of public spaces standards** in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 101/11 Part IV.1: Design of Public Spaces standards](#)

[Learn more about your requirements for question 19](#)

Comments for question 19

20. Other than the requirements cited in the above questions, is your organization complying with all applicable requirements for the **customer service standards** under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part IV.2: Customer service standards](#)

[Learn more about your requirements for question 20](#)

Comments for question 20

21. Other than the requirements cited in the above questions, is your organization complying with all general requirements in effect under the Integrated Accessibility Standards Regulation? \*  Yes  No

[Read O. Reg. 191/11 Part I: General requirements](#)

[Learn more about your requirements for question 21](#)

Comments for question 21

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<b>TO:</b>	<b>CHAIR AND MEMBERS OF CORPORATE SERVICES COMMITTEE MEETING ON NOVEMBER 5, 2019</b>
<b>FROM:</b>	<b>WILLIAM C. COXHEAD ACTING DIRECTOR, HUMAN RESOURCES</b>
<b>SUBJECT:</b>	<b>RECOGNITION EVENT FOR BLACK HISTORY MONTH</b>

**RECOMMENDATION**

That, on the recommendation of the Acting Director, Human Resources the following report regarding an event to recognize Black History Month:

- a) **BE RECIEVED** and that any decision **BE DEFERRED** until a review of the Issuance of Proclamation Policy is completed and a report is submitted at a future date.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

None

**BACKGROUND**

Council approved the following resolutions on June 11, 2019:

*That on the recommendation of the City Clerk, the following actions be taken with respect to the "Policy for the Establishment and Maintenance of Council Polices...*

*...d) the Civic Administration **BE DIRECTED** to report back to the Corporate Services Committee with respect to the potential for a new policy whereby the City of London would host an annual event to recognize Black History month."*

The purpose of this report is to provide information in regards to what events have been undertaken in the past at the City of London in support of Black History Month, as well as outline what future events are planned for 2020, and to seek direction regarding other potential events and associated policy development.

**Black History Month**

Black History Month is celebrated across North America in the month of February; it was established in 1975 in the USA and in Canada, provincially in Ontario in 1995, and it was proclaimed federally in 2008.

Follow the link for information on Black History Month in Canada here: <https://www.canada.ca/en/canadian-heritage/campaigns/black-history-month.html>

London Black History Month Coordinating Committee has been leading the work on establishment of Black History Month in London since 2002, out of a desire to increase awareness of Black History Month activities in the London area. The Committee dedicates itself to providing programs and services that increase public understanding of the diversity and history of London's Black community.

Follow the link for information on the Coordinating Committee and its history and activities: <http://lcclc.org/index.php/black-history-month>

### **Historical Overview of City of London Employee Black History Events**

The first City of London Black History Month Celebration was hosted in February of 2018 where then Mayor had welcomed the attendees to the 90 minute program that was hosted on the 12<sup>th</sup> floor at City Hall. Approximately 75 people attended this event including City of London employees, members of council as well as members of the public. The event incorporated a panel of Black professionals from education, finance, legal, and policing sectors who presented on the resilience and success of black family in London area.

Between the fall of 2018 and early 2019, a new Employee Resource Group ('ERG') called ABC (African, Black and Caribbean identifying employees and their Allies) was established. One of their first action items was to host a Black History Month event at the Dearness Homes. This event was held in February 2019 and included information on Black History Month in Canada as well as presentation on significant historical figures and events pertaining to the Black communities residing in Southwestern Ontario. The same ERG also hosted the first Emancipation Day Recognition event at the City of London in August of 2019. The program included key note presentation by Dr. Christopher Taylor on impact of colonization and slavery on the Black community as well as discussion around the historical meaning of emancipation on the current status of Black communities living in Canada. The event also showcased steel pan music and Caribbean food for the attendees.

On November 20, 2018 the Community Emancipation Day, sponsored by the City's Culture Office was the recipient of the London, Diversity, Race Relations and Inclusivity Award. The first Emancipation Day Celebration was held in Springbank Park in August of 1948 and continued for 38 consecutive years. In 2013 the event was brought to its new location at the Heritage Meeting Tree at Westminster Ponds and is held every year the second last week of September as the launch of National Forest Week.

### **Future City of London Employee Events Black History Month Events**

The City of London is looking to build upon the success of events over the past years. The following events are planned for February 2020.

- The ABC Employee Resources Group will be hosting an event that will feature a keynote speaker. This event will be open to City of London employees, members of Council as well as members of the public. This event will be advertised on the Black History Month calendar.
- The City of London will be hosting art work celebrating Black History Month at the Celebration Space at City Hall.
- The City of London will be showcasing screen savers on all City of London computers for the month of February celebrating Black History.

### **Stakeholder Feedback**

After individual discussions with both the organizers of Black History Month and the requesting Council member it was determined that both were supportive of the City of London employee events held in the past as well as those scheduled for the future and were not seeking any changes in that regard. They did indicate however a desire to have this month more formally recognized in February at Council in the form of a proclamation.

As a result Civic Administration has reviewed Council policies as well as considered other options that Council might consider to formally recognize Black History Month.

#### **a) Proclamation at City of London**

The City of London currently has an 'Issuance of Proclamation Policy' (Appendix A) that sets out the corporate position with respect to the issuance of proclamations. This policy applies to any request for the issuance of proclamations on behalf of the City of London. According to this policy, no proclamations shall be issued on behalf of the City of London, except those required by law to be issued.

Council has recently directed Civic Administration to review and report back to the Corporate Services Committee with respect to the City of London Issuance of Proclamation Policy, specifically in terms of acknowledging nationally recognized proclamations.

b) Delegation Before Council

Arrangements could be made through the City Clerk's Office to invite a delegation from the Black History Month Coordinating Committee to attend the first Council meeting in February of each year to share information about Black History and the events planned for the month. This would be similar to recognitions received at Council in the past such as the Emancipation Day Recognition.

<b>CONCLUSION</b>
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Given the request for a review and report back regarding the Councils existing Issuance of Proclamations Policy, Civic Administration recommends that this matter be deferred until a report on that matter is received and direction given at a future meeting.

<b>PREPARED BY:</b>	<b>REVIEWED BY:</b>
<b>SALEHA KHAN, DIVERSITY AND INCLUSION SPECIALIST</b>	<b>GARY BRIDGE MANAGER, HUMAN RESOURCES AND CORPORATE SERVICES</b>
<b>RECOMMENDED BY:</b>	
<b>WILLIAM C. COXHEAD ACTING DIRECTOR HUMAN RESOURCES</b>	

## APPENDIX A

### Issuance of Proclamations Policy

**Policy Name:** Issuance of Proclamations Policy

**Legislative History:** Adopted September 19, 2017 (By-law No. CPOL.-115-367);  
Amended July 24, 2018 (By-law No. CPOL.-115(a)-418)

**Last Review Date:** April 15, 2019

**Service Area Lead:** City Clerk

#### 1. Policy Statement

1.1 This policy sets out the corporate position with respect to the issuance of proclamations.

#### 2. Definitions

2.1 Not applicable.

#### 3. Applicability

3.1 This policy shall apply to any request for the issuance of proclamations on behalf of the City of London.

#### 4. The Policy

4.1 No proclamations shall be issued on behalf of the City of London, except those required by law to be issued.

<b>TO:</b>	<b>CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING OF NOVEMBER 5, 2019</b>
<b>FROM:</b>	<b>ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES &amp; CITY TREASURER, CHIEF FINANCIAL OFFICER</b>
<b>SUBJECT:</b>	<b>BUDWEISER GARDENS: CITY APPROVAL OF DIGITAL WALL CAPITAL LEASE AGREEMENT</b>

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

- a) the capital lease to add a digital wall of TV's at Budweiser Gardens **BE APPROVED** for the purpose of advertising; and,
- b) the attached by-law (Appendix "B") being "A by-law to delegate approval authority for up to \$150,000 as it relates to approval of capital lease agreements for Budweiser Gardens to the City Treasurer or delegate" **BE INTRODUCED** at the Municipal Council meeting to be held on November 12, 2019.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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"Budweiser Gardens: City Approval of Zamboni Capital Lease Agreement," Corporate Services Committee, February 19, 2019

<b>BACKGROUND</b>
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**Budweiser Gardens Overview:**

Budweiser Gardens is a multi-purpose entertainment and sports facility. The facility strives to perform a significant role in meeting the needs of the community in its overall programming.

Budweiser Gardens operates as a public private partnership and is designated as a municipal capital facility under the Municipal Act. The Budweiser Gardens completed its seventeenth year of operations in 2019.

Budweiser Gardens is managed by Spectra Venue Management (formerly known as Global Spectrum) on behalf of the partnership, London Civic Centre (LP). Spectra is responsible for the sale of naming rights, advertising, attractions, sale of suites and club seats, and the operation of the facility.

**Participatory Occupancy Lease (POL):**

The Participatory Occupancy Lease (POL) outlines the terms under which Budweiser Gardens is to be operated, maintained and governed. In addition, the POL details the financial arrangements for the allocation of proceeds and for capital improvements and repairs. The City's share of the net proceeds (known as "available cash flow") for Budweiser Gardens varies over the life of the lease. In years one to five, the City's share was 20%; in years six to ten, 45%; and years eleven to fifty, 70%. In addition to the City's direct financial return, a number of other benefits to the local economy and community vibrancy have been realized with the construction of Budweiser Gardens, especially in the Downtown.

One of the key requirements of the agreement is contributions from gross operating revenue to the Capital Repair Fund (CRF). The CRF is an asset of the Trust that is used as a funding vehicle for repairs or renovations to the facility to maintain the asset over the term of the agreement. Each year, the tenant submits a maintenance plan for approval, which provides the

City with assurances that Budweiser Gardens will be in good repair when the lease expires at the end of the 50 year period. The CRF specifically excludes the funding of all capital leases.

In 2016, the POL was amended to allow for the payment of interest and principal on new capital leases as operating expenses as defined in the calculation of available cash flow. In particular the amendment to the POL was approved to fund leases associated with the new basketball floor, score clock and LED signage ring. The change to the agreement allowed that in addition to the interest, the principal on these new capital leases would be included in operating expenses as defined in the calculation of available cash flow. As a result of the change to how the available cash flow is calculated, future City rent or partnership amounts would be expected to be reduced accordingly (i.e. the "profit share or net proceeds" would go down). Further, the 2016 amendment to the POL added wording that required Spectra to provide all of the information and documentation regarding a proposed capital lease, and for them to obtain the City's approval, in writing, prior to entering into it.

In early 2019, Council approved the inclusion of the capital lease for two new Zamboni ice resurfacing machines at Budweiser Gardens to replace the previous two Zamboni ice resurfacing machines that were no longer in service.

#### **The Request from Spectra Venue Management:**

Spectra is seeking the City's approval of a capital lease to add a digital wall of TV's for the purpose of advertising at Budweiser Gardens (attached as Appendix 'A'). As outlined in Section 2 (b) of the POL, Spectra must provide the following information to the City:

- i)* full and complete disclosure in writing of all of the terms of the proposed capital lease, including, without limitation, the principal, interest, and all other costs under the capital lease;
- ii)* an amortization schedule showing all payments of principal and interest under the proposed capital lease; and,
- iii)* a copy of the entire capital lease, including, without limitation, all Schedules thereto and any agreements or other documents referred to therein.

After all of the required information and documentation has been submitted by Spectra, they must obtain the City's approval, in writing, prior to entering into a proposed capital lease.

As part of the request for approval of the capital lease, in addition to providing the required information and documentation above, Spectra provided information on the rationale to add a digital wall of TV's at Budweiser Gardens. The addition of the proposed digital wall is to enhance the current advertising space within the gate #1 lobby and is projected to generate \$50,000 in advertising revenue each year. There is current advertising in the space, so the incremental advertising revenue will be \$40,000. The current advertising consists of static board placements, therefore, Spectra would like to replace these with the digital system to allow them to provide advertising opportunities to more companies. In addition, an allocation of the time available on the digital wall platform will be made available to Spectra's marketing team and the London Knights to assist them with the promotion of upcoming events.

#### **Delegation of Authority for City Treasurer:**

The amendment to the participatory occupancy lease approved in 2016 to allow the City's approval of capital leases currently requires Council's approval for all and any new leases notwithstanding the amount. There is no delegation in place for Civic Administration to consider or approve any requests, particularly for items that might be relatively small or that might occur on a limited frequency. Civic Administration proposes to streamline the approval process by recommending that Council delegate the approval authority for a capital lease agreement of up to \$150,000 for Budweiser Gardens to the City Treasurer or delegate. The proposed delegation would allow the City Treasurer or delegate to review and approve minor commitments resulting in a quicker turnaround for small requests from Budweiser Gardens.

<b>CONCLUSION</b>
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Spectra Venue Management is seeking the City's approval for the capital lease to add a digital wall of TV's for the purpose of advertising at Budweiser Gardens. It is recommended by Civic Administration that Council approve the lease, as they have satisfied all of the other requirements identified in Section 2 b) of the POL. Further, it is recommended that Council enact the attached by-law (Appendix "B") to delegate approval authority for capital lease agreements for Budweiser Gardens up to \$150,000 to the City Treasurer or delegate.

<b>PREPARED AND SUBMITTED BY:</b>
<b>MARK JOHNSON, RPP BUSINESS PLANNING PROCESS MANAGER FINANCE AND CORPORATE SERVICES</b>
<b>REVIEWED AND RECOMMENDED BY:</b>
<b>ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>

cc. Karen Jackson, Director of Finance, Budweiser Gardens





99 Dundas Street  
London, Ontario, Canada N6A 6K1  
www.budweisergardens.com

September 30, 2019

City of London  
Attention: Anna Lisa Barbon,  
Managing Director, Corporate Services and  
City Treasurer, Chief Financial Officer City  
of London

Re: Request to add Digital Wall Lease as an operating expense

Global Spectrum Facility Management, L.P., D/B/A Spectra Venue Management respectively requests that we be allowed to add a new lease with Royal Bank of Canada (RBC), for a digital wall of TV's, for the purpose of advertising, as an operating expense from Available Cash Flow.

The proposed lease, would have a term of 48 months, with a total of \$9,629.36 paid in interest during the term of the lease and a principle of \$110,975. The monthly payments would be \$2,512.57. In addition, there is a one time cost of \$500.00 to set up the lease from the bank.

The new lease would be governed by our Master Lease Agreement with RBC, which is attached to this letter. In addition, I have also attached the proposed amortization schedule that I received from RBC.

Sincerely,

A handwritten signature in purple ink that reads "Karen Jackson".

Karen Jackson  
Director of Finance

Budweiser Gardens



**SPECTRA**



# Master Lease Agreement (PPSA - S)

This lease agreement (the "Lease Agreement") made as of the 16th day of June, 2010, between

**ROYAL BANK OF CANADA** ("Lessor")

and

**London Civic Centre Corporation o/a John Labatt Centre** ("Lessee")

Address:  
320 Front Street West  
11<sup>th</sup> Floor,  
Toronto, Ontario  
M5V 3B6

Address:  
99 Dundas St.  
London, Ontario  
N6A 6K1

Lessor and Lessee agree as follows:

## 1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to the Lessee ("Equipment"), pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule").
- 1.2 Neither the Lessor, nor the Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor pursuant to this Lease Agreement.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment to be purchased pursuant to this Lease Agreement, addressed to Lessor. A Leasing Schedule for that Equipment shall be entered into before payment is made for the Equipment.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment to be purchased pursuant to this Lease Agreement as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to the Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate Lease of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

## 2. Payment of Equipment Cost

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment acquired pursuant to this Lease Agreement on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

## 3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the Leasing Schedule. The first installment is payable on the Commencement Date of the Term and the last of such installments is payable on the Termination Date of Term, all as shown on the relevant Leasing Schedule.

## 4. Rent Payment

- 4.1 The Total Rental Installments shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

## 5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in the Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule.

## 6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or

embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.

- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of the Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, the Lessee grants a security interest in any interest of the Lessee in the Equipment to the Lessor.

## 7. Licence

- 7.1 Lessee agrees that Lessor:
  - (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
  - (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
  - (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

## 8. Exclusion of Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against the supplier(s), and no such right shall affect the Lessor's obligations.

## 9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
  - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
  - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.

9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of the Lessor, and be free of all adverse claims.

#### 10 Inspection

10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by the Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

#### 11. Insurance

11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:

(a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This property damage insurance shall specifically state by its wording or by endorsement that it:

i) includes Lessor (as owner) as an additional named insured,

ii) includes a loss payable clause in favour of Lessor,

iii) includes a waiver of subrogation clause in favour of Lessor;

(b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:

i) extends to cover the liabilities of the Lessee from the use or possession of the Equipment,

ii) includes Lessor as an additional named insured, and

iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the Insurers' liability.

11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

#### 12. Taxes

12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

#### 13. Adverse Claims

13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:

a) gives Lessor notice of the adverse claim;

b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and

c) contests the adverse claim with all due dispatch.

#### 14. Laws and Regulations

14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

#### 15. Alterations

15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

#### 16. Loss of Equipment

16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of the Lessor, to a total loss of the Equipment through theft, damage, destruction, or even by superior force and (ii) any expropriation or other compulsory taking or use of the Equipment by any government or other authority ("Loss of

Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;

i) five percent (5%);

ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and

iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America).

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further rental payment shall be payable thereafter with respect to that Equipment. All Federal and Provincial sales or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest to the Equipment to Lessee shall be paid by Lessee.

#### 17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

(a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and

(b) intends to treat the lease of Equipment to the Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

#### 18. Events of Default

18.1 Any of the following is an "Event of Default":

(a) Failure by Lessee to pay any Total Rental Installment or other amount pursuant to any Leasing Schedule.

(b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.

(c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.

(d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.

(e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.

(f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.

(g) Failure of the Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.

(h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

#### 19. Lessor's Remedies on Default

- 19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located. Lessor may sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, without terminating or being deemed to have terminated the relevant Leasing Schedule, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Lease. All of these rights are without prejudice to Lessor's other rights and recourses against Lessee, at law or in equity.
- 19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:
- an amount calculated by discounting the aggregate amount of all Rental Installments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
    - five percent (5%);
    - the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
    - the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
  - the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
  - the amount of any Total Rental Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
  - any cost of disposition of the Equipment; less
  - the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.
- 19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.
- 19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof
- 20. Lessor's Option to Terminate**
- 20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of the Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.
- 21. Option to Purchase**
- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon this Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.
- 22. Remedying Defaults**
- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor incurring any such default shall be payable by Lessee on demand.
- 23. Indemnification**
- 23.1 Lessee will indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which the Lessor may be or become liable, resulting from:
- the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
  - the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
  - the moving, delivery, maintenance, repair, use, operation or possession of the Equipment by Lessee or the ownership thereof or other rights held therein by Lessor; or
  - the failure of Lessee to comply with any of its obligations under the Lease Agreement or a Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.
- 24. Assignment of Warranties**
- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.
- 25. Patent Infringement**
- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.
- 26. Overdue Payment**
- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.
- 27. Delivery at Termination**
- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.
- 28. Notice**
- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered or sent by facsimile or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two business days after the due mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery or facsimile.

28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

**29. Assignment and Sub-Letting**

29.1 Lessee will not assign any Lease or sub-let any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-letting of any Equipment shall relieve the Lessee of its obligations hereunder nor shall any subletting be for a term which extends beyond the expiration of the term of the Lease Agreement.

**30. Corporate Waiver**

30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.

30.2 The Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish the Lessee's indebtedness under any such Lease or other collateral security.

**31. Limitation of Civil Rights - Saskatchewan**

31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

**32. Successors and Assigns**

32.1 The Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successor and permitted assigns and the sub-lessees of Lessee. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

**33. Location of Equipment**

33.1 Lessee shall not part with possession of the Equipment.  
33.2 Lessee declares that the Equipment will be located at the "Place of Use" in the relevant Leasing Schedule. If the location changes, Lessee will promptly give to Lessor notice of the new location not later than five (5) days after the change.

**34. Records**

34.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

**35. Offset**

35.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

**36. Remedies Cumulative**

36.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

**37. Time**

37.1 Time is and shall be in all respects of the essence of any Lease.

**38. Entire Transaction**

38.1 This Lease Agreement and Leasing Schedules represent the entire transaction between the parties hereto relating to the subject matter.  
38.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating

hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

**39. No Merger In Judgment**

39.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

**40. Further Assurances/Copy of Agreement**

40.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

40.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

**41. Proper Law**

41.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

**42. Currency**

42.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

**43. Language**

43.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.  
Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

**44. General**

44.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

44.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

**45. Facsimile Language**

45.1 The Lessor will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to the Lessor by facsimile, and will produce them to the Lessor upon request. Lessor and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

**46. Financial Information**

46.1 Lessee will provide to the Lessor from time to time such information about Lessee and Lessee's business as the Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto have executed this Lease Agreement on the 16th day of June, 2010 over the hands of their proper signing officers duly authorized in that behalf:

Royal Bank of Canada

per \_\_\_\_\_

per \_\_\_\_\_

Revised 12/05

London Civic Centre Corporation o/a John Labatt Centre

per \_\_\_\_\_

per \_\_\_\_\_

London Civic Centre  
For Information Purposes Only

**Cash Flow Data - Leases and Lease Payments**

	Event	Date	Amount	Number	Period	End Date
1	Lease	09/30/2019	110,975.00	1		
2	Lease Payment	09/30/2019	2,512.57	48	Monthly	08/31/2023
3	Lease Payment	09/30/2023	1.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	09/30/2019				110,975.00
1	09/30/2019	2,512.57	0.00	2,512.57	108,462.43
2	10/31/2019	2,512.57	390.46	2,122.11	106,340.32
3	11/30/2019	2,512.57	382.83	2,129.74	104,210.58
4	12/31/2019	2,512.57	375.16	2,137.41	102,073.17
<b>2019 Totals</b>		<b>10,050.28</b>	<b>1,148.45</b>	<b>8,901.83</b>	
5	01/31/2020	2,512.57	367.46	2,145.11	99,928.06
6	02/29/2020	2,512.57	359.74	2,152.83	97,775.23
7	03/31/2020	2,512.57	351.99	2,160.58	95,614.65
8	04/30/2020	2,512.57	344.21	2,168.36	93,446.29
9	05/31/2020	2,512.57	336.41	2,176.16	91,270.13
10	06/30/2020	2,512.57	328.57	2,184.00	89,086.13
11	07/31/2020	2,512.57	320.71	2,191.86	86,894.27
12	08/31/2020	2,512.57	312.82	2,199.75	84,694.52
13	09/30/2020	2,512.57	304.90	2,207.67	82,486.85
14	10/31/2020	2,512.57	296.95	2,215.62	80,271.23
15	11/30/2020	2,512.57	288.98	2,223.59	78,047.64
16	12/31/2020	2,512.57	280.97	2,231.60	75,816.04
<b>2020 Totals</b>		<b>30,150.84</b>	<b>3,893.71</b>	<b>26,257.13</b>	
17	01/31/2021	2,512.57	272.94	2,239.63	73,576.41
18	02/28/2021	2,512.57	264.88	2,247.69	71,328.72
19	03/31/2021	2,512.57	256.78	2,255.79	69,072.93
20	04/30/2021	2,512.57	248.66	2,263.91	66,809.02
21	05/31/2021	2,512.57	240.51	2,272.06	64,536.96
22	06/30/2021	2,512.57	232.33	2,280.24	62,256.72
23	07/31/2021	2,512.57	224.12	2,288.45	59,968.27
24	08/31/2021	2,512.57	215.89	2,296.68	57,671.59
25	09/30/2021	2,512.57	207.62	2,304.95	55,366.64
26	10/31/2021	2,512.57	199.32	2,313.25	53,053.39
27	11/30/2021	2,512.57	190.99	2,321.58	50,731.81
28	12/31/2021	2,512.57	182.63	2,329.94	48,401.87

<b>2021 Totals</b>	<b>30,150.84</b>	<b>2,736.67</b>	<b>27,414.17</b>	
29 01/31/2022	2,512.57	174.25	2,338.32	46,063.55
30 02/28/2022	2,512.57	165.83	2,346.74	43,716.81
31 03/31/2022	2,512.57	157.38	2,355.19	41,361.62
32 04/30/2022	2,512.57	148.90	2,363.67	38,997.95
33 05/31/2022	2,512.57	140.39	2,372.18	36,625.77
34 06/30/2022	2,512.57	131.85	2,380.72	34,245.05
35 07/31/2022	2,512.57	123.28	2,389.29	31,855.76
36 08/31/2022	2,512.57	114.68	2,397.89	29,457.87
37 09/30/2022	2,512.57	106.05	2,406.52	27,051.35
38 10/31/2022	2,512.57	97.38	2,415.19	24,636.16
39 11/30/2022	2,512.57	88.69	2,423.88	22,212.28
40 12/31/2022	2,512.57	79.96	2,432.61	19,779.67
<b>2022 Totals</b>	<b>30,150.84</b>	<b>1,528.64</b>	<b>28,622.20</b>	
41 01/31/2023	2,512.57	71.21	2,441.36	17,338.31
42 02/28/2023	2,512.57	62.42	2,450.15	14,888.16
43 03/31/2023	2,512.57	53.60	2,458.97	12,429.19
44 04/30/2023	2,512.57	44.75	2,467.82	9,961.37
45 05/31/2023	2,512.57	35.86	2,476.71	7,484.66
46 06/30/2023	2,512.57	26.94	2,485.63	4,999.03
47 07/31/2023	2,512.57	18.00	2,494.57	2,504.46
48 08/31/2023	2,512.57	9.02	2,503.55	0.91
49 09/30/2023	1.00	0.09	0.91	0.00
<b>2023 Totals</b>	<b>20,101.56</b>	<b>321.89</b>	<b>19,779.67</b>	
<b>Grand Totals</b>	<b>120,604.36</b>	<b>9,629.36</b>	<b>110,975.00</b>	

**APPENDIX “B”**

Bill No.  
2019

By-law No.

A by-law to delegate approval authority for expenditures up to \$150,000 as it relates to approval of capital lease agreements for Budweiser Gardens to the City Treasurer or delegate.

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*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 23.1 of the *Municipal Act, 2001*, as amended, authorizes the Municipal Council of The Corporation of the City of London to delegate its authority to an individual who is an officer, employee or agent of the municipality;

AND WHEREAS in 2001, The Corporation of the City of London, Royal Trust Corporation of Canada and Global Spectrum Facility Management formed the London Civic Centre Limited Partnership and jointly agreed to a Participatory Occupancy Lease (POL) for the facility now known as “Budweiser Gardens”;

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

1. That the City Treasurer, or delegate is hereby delegated the authority to approve expenditures up to \$150,000 as they relate to capital lease agreements for Budweiser Gardens subject to such direction as may be given by Municipal Council from time to time.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on \_\_\_\_\_, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – \_\_\_\_\_, 2019  
Second Reading – \_\_\_\_\_, 2019  
Third Reading – \_\_\_\_\_, 2019



<b>TO:</b>	<b>CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON NOVEMBER 5, 2019</b>
<b>FROM:</b>	<b>ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>
<b>SUBJECT:</b>	<b>RFT19-90 PLUMBING SERVICES AT VARIOUS CITY OF LONDON FACILITIES - IRREGULAR RESULT</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions **BE TAKEN** with respect to the selection of a Licensed Plumbing Services Provider:

- (a) The proposal submitted by Besterd Mechanical, 1070 Wilton Grove Road, London ON N6N 1C6 for the provision of Plumbing Services at various City of London facilities in accordance RFT19-90 Plumbing Services at Various City of London Facilities, at a total estimated annual cost of \$178,870.00 excluding HST, **BE ACCEPTED**; it being noted that this is an Irregular Result under Section 8.10 (b) of the Procurement of Goods & Service Policy.
- (b) The Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this contract; and
- (c) The approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract, having a purchase order, or contract record relating to the subject matter of this approval.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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None

<b>BACKGROUND</b>
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**Purpose**

The purpose of this report is to seek approval from Council to award a contract for the provision of Plumbing Services that the Facilities Division manages. The Service Contractor will provide all labour, materials, tools, equipment, transportation and supervision necessary to complete plumbing maintenance, legislated inspections and emergency repairs at various City facilities.

**Purchasing Process**

The City issued Tender 19-90 on August 9, 2019 for Plumbing Services at Various City of London Facilities. On August 29, 2019 three (3) bids were received, only one bid was compliant and now falls under Section 8.10 (b) of the Procurement of Goods and Services Policy, irregular result.

The bid submitted by Besterd Mechanical is under the pre-tender estimate of \$200,000.00.

**Discussion**

The Facilities Division is responsible for a variety of buildings across multiply service areas such as; City Hall, indoor and outdoor pools, spray pads, arenas, community centres, field houses, operation centres and fire stations.

The Facilities Division is equipped with a skilled team of licensed plumbers that complete a variety of inspections, maintenance and repairs required at our facilities. A Licensed Plumbing Service Contractor is required to assist with peak seasonal start up and shut down of various Parks and Recreation sites and along with plumbing maintenance, legislated inspections and emergency repairs.

City facilities are equipped with a variety of plumbing systems that require regular legislated maintenance performed by licensed tradespeople to ensure reliable, safe and efficient operation for the public and employees.

The contract term is for a period of three (3) years with an option to renew the contract for an additional two, one (1) year periods. Besterd Mechanical is an established provider of licensed plumbing services and has provided satisfactory services to the City of London in the past. Besterd Mechanical submission meets all of the City's RFT criteria and can be awarded under section 8.10 of the Procurement of Goods and Services Policy as an Irregular Result.

**Financial Impact**

The estimated annual cost identified in Besterd Mechanical's bid can be accommodated within the existing operating budget earmarked for this type of service, therefore there are no additional financial impacts.

**Acknowledgements**

This report was prepared by Val Morgado, Facilities and Billy Sevier, Purchasing & Supply.

<b>SUBMITTED BY:</b>	<b>CONCURRED BY:</b>
<b>VAL MORGADO, MANAGER, FACILITIES MAINTENANCE &amp; OPERATIONS</b>	<b>TIM WELLHAUSER, C.I.M. DIVISION MANAGER, FACILITIES</b>
<b>CONCURRED BY:</b>	<b>RECOMMENDED BY:</b>
<b>IAN B COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES</b>	<b>ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>

CC: John Freeman, Manager of Purchasing and Supply

<b>TO:</b>	<b>CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON NOVEMBER 5, 2019</b>
<b>FROM:</b>	<b>ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>
<b>SUBJECT:</b>	<b>PRE-AUTHORIZED TAX PAYMENT PLAN BY-LAW AND COLLECTION OF PROPERTY TAXES BY-LAW</b>

<b>RECOMMENDATION</b>
-----------------------

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 2020:

a) A by-law to amend by-law A-5505-497 “a by-law to authorize the implementation of a pre-authorized payment plan” so that the calculation of pre-authorized payments is based on the previous year’s taxes, increased by the average increase in total property tax rates in the residential class in the previous year (attached as Appendix “A”) **BE INTRODUCED** at the Council meeting on November 12<sup>th</sup>, 2019.

b) A by-law to amend By-law A-8 “a by-law to provide for the collection of property taxes” so that the calculation of the interim tax levy will be set at a percentage of 40.48% of the previous year’s taxes (attached as Appendix “B”) **BE INTRODUCED** at the Council meeting on November 12<sup>th</sup>, 2019.

<b>BACKGROUND</b>
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Section 317 of the *Municipal Act, 2001* permits a municipality to levy taxes prior to the completion of its annual budget and the determination of education tax rates by the Province. Sections 342 and 307 of the *Act* provide additional flexibility with respect to due dates and payment arrangements. In accordance with section 317, the amount that can be levied on each property, prior to the adoption of the budget, is limited to fifty percent (50%) of the total property taxes applicable to the property in the previous year. Interim tax levies provide the municipality with funds to operate and make remittances to school boards prior to the finalization of municipal and education tax rates for the year. Interim tax levies do not affect the determination of total final taxes for the year as any taxes not billed at interim time are included on the final tax bill.

Beginning in 2011, the City of London adopted the policy of adjusting the interim billing tax rate each year, by the approximate amount of the average tax increase in the residential property class in the previous year. This annual adjustment permits the City to bill five (5) instalments each year and ensures that the amounts of each instalment are approximately equal. Each instalment is roughly twenty percent (20%) of the total taxes for the year (5 x 20% = 100%). Two (2) instalments are billed as an interim levy in January each year (40%) and three (3) instalments are billed in May as the final tax instalments for the year (60%). In 2019 the average increase in total property tax rates for the residential property class was 1.2%. Using this basis of calculation, the interim tax rate for 2020 would be 40.48% (40% x 1.012) of the 2019 tax rate.

It is therefore recommended that an interim levy of 40.48%, of the previous year's taxes, be set for the 2020 interim billing in the property tax collection by-law, and that the pre-authorized payments for 2020 be increased by 1.2%, representing the average tax increase that occurred in the residential class in 2019. The proposed by-law amendments would have results consistent with past practice and would ensure that the City has sufficient funds to carry on operations and make remittances to local school boards. The proposed by-law amendments should also divide the annual tax billing into, approximately, five (5) equal instalments for the convenience of the individual property owners.

<b>SUMMARY</b>
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It is recommended that by-law A.-5505-497 (Pre-Authorized Tax Payment) be amended so that payments for 2020 are based on the taxes of the previous year, increased by the average increase in total residential property tax rates (i.e. 1.2%). It is also recommended that by-law A-8 (Property Tax Collection) be amended to set interim tax payments for 2020 on the same basis. This would result in an interim levy of 40.48% of previous year's taxes in 2020.

<b>PREPARED BY:</b>	<b>CONCURRED BY:</b>
<b>JIM LOGAN, CPA, CA DIVISION MANAGER TAXATION &amp; REVENUE</b>	<b>IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES</b>
<b>RECOMMENDED BY:</b>	
<b>ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>	

Attached:   Appendix A  
              Appendix B

“Appendix A”

Bill No.

By-law No.

A by-law to amend By-law No. A.-5505-497 entitled, “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London”.

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

1. Schedule “A” of By-law No. A.-5505-497 is amended by repealing paragraph 10 therein and by enacting the following new paragraph 10 in its place:

“10. For 2020 the amount of the pre-authorized payment for the period January to May shall be calculated as the most recently available assessments consistent with the previous year’s assessment valuations multiplied by the total tax rates applicable to the property in the previous year plus or minus any cap adjustment of the previous year and then multiplied by 1.012 and then increased by any local improvement or similar charge applicable to the property in 2020 and then divided by 10 and rounded to the nearest dollar.”

2. This by-law comes into force on January 1, 2020

PASSED in Open Council on November 12, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

“Appendix B”

Bill No.

By-law No.

A by-law to amend By-law No. A-8, the  
“Property Tax Collection By-law”.

WHEREAS section 317 of the *Municipal Act, 2001* provides for the passing of by-laws for the levying of interim rates of taxation;

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

1. Part 1 of By-law A-8, the Property and Business Tax Collection By-law, is hereby amended by deleting section 1.8 and 1.9 and replacing those sections with the following:

“1.8 Interim Levy – calculation  
For the year 2020 the interim levy for a property shall be calculated as 40.48% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.”

“1.9 Interim Levy – calculation  
Notwithstanding section 1.8 where assessment was added to the collector’s roll during the previous year, paragraph 3 of Section 317(3) of the *Municipal Act, 2001* shall apply in calculating the interim levy.”

2. This by-law comes into force on January 1, 2020

PASSED in Open Council on November 12, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 12, 2019  
Second Reading – November 12, 2019  
Third Reading – November 12, 2019

<b>TO:</b>	<b>CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON NOVEMBER 5, 2019</b>
<b>FROM:</b>	<b>CATHY SAUNDERS CITY CLERK</b>
<b>SUBJECT</b>	<b>CITY OF LONDON DAYS AT THE BUDWEISER GARDENS – SHOWDOWN IN THE DOWNTOWN</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the City Clerk, the request from London Health Sciences Centre to hold the Showdown in the Downtown – Knock Out Kidney Disease on September 26, 2020, BE APPROVED as a City of London Day at the Budweiser Gardens; it being noted that four days remain for 2020, with no other requests pending.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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None

<b>BACKGROUND</b>
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The City of London agreement with the London Civic Centre (LP) provides for five community days annually for community use at the Budweiser Gardens. The agreement makes the following provisions:

*“The Landlord and the Tenant acknowledge and agree that each of them shall permit the City to have exclusive use of the Project (excluding areas over which the London Knights or other subtenants or licensees have exclusive possession) on five (5) days in each calendar year on sixty (60) days’ notice prior to the Tenant and the Landlord on an entirely rent-free basis, except as set out in this subsection, for the purpose of community events which are primarily “not for profit” in nature, on dates which do not conflict or compete with events previously arranged or booked by the Tenant for the Project. The City shall be entitled to all ticket revenue and any revenue generated by special concession at such events, and all other revenue normally derived from the Project, such as from the food and beverage facilities, shall be included in Gross Revenue. The City shall pay for all out-of-pocket direct costs incurred by the Tenant for such occasion, such as the costs of staffing, security, janitorial and maintenance services. However, the City shall not be required to pay costs that the Tenant would have incurred anyway even if the City’s event had not been held. For these purposes, “community events” means events which are primarily for civic purposes, high school, university or college sports and events, celebrations or charity events and shall include without limitation, high school and college graduations, community banquets and receptions and speaker programs but shall not include any events which have previously used the Project in accordance with normal rental or use arrangements”.*

On behalf of the Showdown in the Downtown – Knock Out Kidney Disease, event chair Dr. Faisal Rehman, Site Chief of Medicine at London Health Sciences Centre, has submitted the attached correspondence dated October 15, 2019, requesting a “rent free” day at the Budweiser Gardens for the Showdown in the Downtown event on September 26, 2020. This event was approved for a City of London Day in 2014.

Given that four City of London Days remain to be granted, and there are no other pending requests for the use of a City of London Day at the Budweiser Gardens in 2020, the Civic Administration recommends that this request be approved.

The policy for City events at the Budweiser Gardens is attached as Appendix “A” for information purposes.

<b>RECOMMENDED BY:</b>
<b>CATHY SAUNDERS CITY CLERK</b>

Attachments

/ab



ANASTASIA BUSH 519-661-4892



## City of London Days at Budweiser Gardens Policy

Please refer to the "City of London Days at Budweiser Gardens" Council Policy on page 2 for related guidelines. Requests may be mailed to: City Clerk, PO Box 5035, London, ON, N6A 4L9 or emailed to [csaunder@london.ca](mailto:csaunder@london.ca). Phone enquiries should be directed to the City Clerk's Office at (519) 661-2500 Ext. 4937.

**Note:** Adobe Reader can only save a blank copy of this form. Please print your completed form for your records.

### Organization information

Organization Name	Charitable registration number (if applicable)	Request Date (YYYYMMDD)
Showdown in the Downtown-Knock Out Kidney Disease	894781475 RR0001	2019-10-22

### Contact information

Contact name	Title
Francee Ender	Showdown Event Manager
Address	
23-14 Doon Drive, London, ON N5X 3P4	
Telephone number / extension	E-mail address
519-641-3434	enderf@sympatico.ca

### Event details

Text field - single line	Date of event (YYYYMMDD)
Showdown in the Downtown	2020-09-26

Event description (maximum 1,000 characters, attach additional details if needed)

Showdown number twelve will take place at Bud Gardens on Saturday September 26, 2020 with an exceptional night featuring Professional Mixed Martial Arts. The evening will also include a fabulous meal as well as an amazing Silent Auction and Nash Jewellers Shopping Spree Raffle.

Showdown was held at Bud Gardens in 2014 with rent free granted which was a huge support for our charities as outlined in the attached letter.

We expect 600-620 VIP guests on floor for dinner plus additional 1,500 fight only ticket holders in bleachers after dinner.

### Event eligibility

- City of London sponsored event
- Not-for-profit sporting event of provincial or national significance
- Major community-wide, not-for-profit civic event
- Major community-wide, not-for-profit charity event

### Confirmations

- This event has not previously used the facility in accordance with normal rental or use arrangements
- Budweiser Gardens has confirmed that this date is available



**DR. FAISAL REHMAN**

MD, FRCP(C)

Professor, Department of Medicine  
Schulich School of Medicine & Dentistry, Western  
University

Site Chief of Medicine, University Hospital  
Consultant Nephrologist

Telephone: (519) 663-3285 Fax: (519) 663-3449

Email: faisal.rehman@lhsc.on.ca



October 15, 2019

Dear Ms. Saunders,

My name is Dr. Faisal Rehman. I am a Nephrologist and Internal Medicine Specialist at The London Health Sciences Centre. I am the site chief of Medicine at University Hospital. I am also the Chair of a charitable organization called "Showdown in the Downtown – Knock Out Kidney Disease". We are applying to lease the Budweiser Gardens on a rent free basis for our next event on September 26, 2020.

Our committee runs an annual charity event called Showdown in the Downtown that raises money for supporting research to find better treatments for patients undergoing heart, kidney, pancreas and liver transplants as well as better options for patients with kidney failure undergoing dialysis. We have two major charities that benefit from our event; The Matthew Mailing Centre for Translational Transplant Studies and The Kidney Clinical Research Unit. Government Grants for supporting medical research have dropped to an all-time low. We feel it is imperative that the community help support our researchers in their goals to find better treatments for our neighbors, friends and families.

The numbers of Canadians awaiting solid organ transplantation far outweighs the number of available organs. Many of our patients die while on the waiting list for a solid organ transplant. We need to support research that improves accessibility for our patients on the wait list. Also, once transplanted, these organs do not last forever and many of our patients require a second or even a third organ transplant. We need to support research to find treatments that prevent acute and chronic rejection of these organs. Matthew Mailing was a young man who passed away soon after receiving a heart transplant in London. When the situation was dire and his heart transplant was not working as planned, he wanted to make sure that other patients in his situation would not go through this difficult time. When Matthew Mailing passed away in 2003 at the age of 34 from complications related to heart transplant surgery, he bequeathed one-

third of his estate to support our Multi-Organ Transplant Program. Matthew's gift became the catalyst for establishing a world-class facility in transplant studies - The Matthew Mailing Centre for Translational Transplant Studies. Led by lead investigator Dr. Anthony Jevnikar, the nearly 9,000-square-foot Mailing Centre is promoting accelerated translation of basic research in transplantation to improve patient care. Scientists and clinician-scientists have a primary interest in transplantation such as novel immunotherapy, tissue protection and advanced microsurgical techniques.

More than 2 million Canadians suffer from kidney failure or some form of kidney-related disease such as diabetes, high blood pressure, and kidney stones. Many patients with kidney disease end up requiring hemodialysis or peritoneal dialysis. These treatments have improved significantly over the last several years but still negatively impact the quality of life of our patients. The Lilibeth Caberto Kidney Clinical Research Unit (KCRU) is a 4000 square foot facility located at London Health Sciences Centre. This facility is dedicated to clinical research in the quantitative health sciences. The KCRU consists of a diverse research community with people from many different academic and occupational backgrounds. Currently the KCRU coordinates over 40 local, national and international studies (clinical trials, observational studies, research synthesis, administrative database analyses, and economic evaluation). As well as having a strong local research community, the KCRU has developed an ever growing network of national and international research and healthcare connections to collaborate and share information with in order to increase knowledge of kidney health issues. The KCRU continues to move forward and grow with the hope that the efforts of research will improve the lives and health of people with kidney health issues.

As our charity has grown, we have also been able to support other great organizations helping our city such as the Unity Project which battles homelessness in London and the Mary J Wright Centre at Merrymount that helps children facing social isolation. We have donated tens of thousands of dollars to these organizations.

The Showdown in the Downtown is an annual gala event that showcases combat sports at its best. The previous events have showcased boxing, mixed martial arts, and kickboxing. We have had International Competitions between Canada and Ireland as well as Canada at The United States. One year we also featured two World Title Kickboxing matches. We have raised over 2.1 Million Dollars for our charities over the last 11 years and ALL of the money stays in London.

On September 26 26, 2020, we will hold a professional mixed martial arts gala event at Budweiser Garden. This year we will also add tickets at a modest \$50 for the sports only and we hope to have several thousand people from the community attend. This will be an outstanding event featuring some of the great athletes from London Ontario battling other

athletes from North America. By partnering with this event and leasing Budweiser Gardens on a “rent free basis”, you would be supporting all of our patients in London who suffer from kidney disease, those who are awaiting a solid organ transplant, our fellow citizens who are battling social isolation, homelessness and poverty,

Thank you for considering our application.

Sincerely,

A handwritten signature in black ink, appearing to read "Faisal Rehman". The signature is written in a cursive style and is positioned below a horizontal line that spans the width of the signature.

Dr. Faisal Rehman MD, FRCPC  
Site Chief Medicine  
Professor of Medicine  
Western University  
Schulich School of Medicine & Dentistry



**London**  
CANADA

## **City of London Days at the Budweiser Gardens Policy**

**Policy Name:** City of London Days at the Budweiser Gardens Policy

**Legislative History:** Adopted June 13, 2017 (By-law No. CPOL.-27-223); Amended July 24, 2018 (By-law No. CPOL.-27(a)-397)

**Last Review Date:** February 28, 2019

**Service Area Lead:** City Clerk

### **1. Policy Statement**

- 1.1 This policy establishes the general guidelines for utilization of up to five (5) City of London Days at the Budweiser Gardens for community-sponsored events on a “rent-free basis” provided the City or event sponsor pay for all direct and out-of-pocket expense incurred by the London Civic Centre Corporation.

### **2. Definitions**

- 2.1 Not applicable.

### **3. Applicability**

- 3.1 This policy applies to event(s) which meet the eligibility criteria set out in this policy.

### **4. The Policy**

#### **4.1 Eligible Events**

The following types of events will be eligible:

- a) City of London-sponsored events such as opening ceremonies for sporting events and major community celebrations, which have not previously used the facility in accordance with normal rental or use arrangements.
- b) Not-for-profit sporting events which are of a provincial or national significance, including championships for high schools, colleges or universities located within the City of London, and which have not previously used the facility in accordance with normal rental or use arrangements.
- c) Major not-for-profit civic events which are celebrations or charity events of a local, community-wide nature and have a direct benefit to the London community, and which have not previously used the facility in accordance with normal rental or use arrangements.

#### **4.2 Maximum Event Days**

- a) The City is limited to five event days each year.
- b) No group can have more than one event day per year.
- c) No group can have more than two event days over a five-year consecutive period, with the exception of the annual United Way Harvest Lunch and Campaign Kick-Off, unless an exemption is approved by the Municipal Council due to unique circumstances.

#### 4.3 Event Dates

The City of London shall provide sixty (60) days prior notice to Budweiser Gardens for use of the facility for a community-sponsored event, and the date of the event may not conflict or compete with events previously arranged or booked by Budweiser Gardens.

#### 4.4 Requirements of User Groups

- a) The user group will be responsible for all direct and out-of-pocket expenses which are incurred.
- b) The user group will be responsible for entering into an agreement with the Budweiser Gardens for use of the facility and all obligations arising from that agreement.
- c) The user group will be responsible for all advertising, sponsorship and ticketing for the event subject to any conditions set out by the Budweiser Gardens.

#### 4.5 City Contact

The City Clerk will be the primary contact for user groups and will be delegated responsibility to administer this policy.

#### 4.6 Event Approval

City Council approval is required for all City of London Days at Budweiser Gardens events.



October 18, 2019

To: Corporate Services Committee Members,  
Councillors Morgan, Van Meerbergen, Kayabaga, Hillier and Deputy Mayor Helmer

Re: City of London Days at Budweiser Gardens 2020.

For the past 7 years, our **Signatures** event at *Budweiser Gardens* has been led by a committee of dedicated volunteers and their hard work has created a very popular event which has provided a great benefit to the individuals and families in our community who are living with Parkinson's Disease.

The support that City Council has shown us over the years by allowing us to continue to use *Budweiser Gardens* has enabled the Parkinson Society Southwestern Ontario to raise the necessary funds to fulfil our mandate in providing education, advocacy, and support to many individuals in our community. We could not have been able to provide these critical services to our community without your support.

We understand and respect that policies and procedures are in place for the purposes of equity; so organizations can leverage this opportunity just as we have. That being said, we are requesting an exemption to the City of London's policy of no group having more than two event days at *Budweiser Gardens* over a 5-year consecutive period for our annual event.

As we will continue to request this exemption for the foreseeable future we ask that Municipal Council amend the City of London Days at Budweiser Gardens policy to give the Parkinson Society Southwestern Ontario's Signatures the same exemption as the *United Way's Harvest Lunch*. *Budweiser Gardens* is simply the best and only venue that **Signatures** can thrive in. The facility, and location, as well as the supportive staff at *Budweiser Gardens*, are all critical to the event's success.

**Facilities** – very few venues in London offer the space we need to set up 30+ vendors and provide eating space for over 1,000 people.

**Location** –Budweiser Garden’s central location to some of the city’s largest businesses and office buildings make it the perfect venue for *Signatures*. Its proximity to where people work ensure that attendees can make it in to support our event on their lunch break.

**Budweiser Gardens Staff** –Since our first event back in 2012 the staff at Budweiser Gardens have been exceptional to work with and have been a great community partner. Any event of this size relies on the cooperation and support of the venue’s staff and as we are now going into our 8th year of the event, the familiarity with our event means that the staff are able to provide important support and advice to the volunteer committee and staff of PSSO. We have been in contact with the staff at *Budweiser Gardens* and have discussed these as potential dates June 1, 8, or 15th, 2020.

In order to ensure that the revenue from ticket sales is directly invested into the front line services we provide we must keep our costs as low as possible. Without the rent-free day from the City, we would be forced to spend several thousand dollars for the rental of the venue. This would have a very negative impact on our ability to serve the people who are counting on us.

We hope you agree that the exemption to this policy is critical to *Signatures*’ success. If you have any questions, please feel free to contact me.

Sincerely,



Jessica Halls  
Manager, Special Events  
Parkinson Society Southwestern Ontario

1-888-851-7376

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