



Council Agenda

The 1st Meeting of City Council
December 10, 2019, 4:00 PM
Council Chambers

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

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

Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

- 2.1 His Worship the Mayor will present the Diversity, Race Relations and Inclusivity Awards.

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

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

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/1/CSC)

- 4.2 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.2/1/CSC)

- 4.3 Solicitor-Client Privileged Advice

A matter pertaining advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.3/1/CSC)

- 4.4 Solicitor-Client Privilege/Litigation or Potential Litigation

This report can be considered in a meeting closed to the public as the subject matter being considered pertains to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation ; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal (“LPAT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation.(6.1/1/PEC)

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

- 5.1 22nd Meeting held on November 26, 2019 8

6. Communications and Petitions

- 6.1 Tow Truck Operator Licence - Business Licence By-law L.131-16
(Refer to the Community and Protective Services Committee Stage for Consideration with item 13 (3.2) of the 1st Report of the Community and Protective Services Committee)

- 1. M. Faizan 76

7. Motions of Which Notice is Given

8. Reports

- 8.1 1st Report of the Community and Protective Services Committee 77

- 1. (1.1) Disclosures of Pecuniary Interest
- 2. (1.2) Election of Vice Chair for the term ending November 30, 2020
- 3. (2.1) 10th Report of the London Housing Advisory Committee
- 4. (2.2) 10th Report of the Animal Welfare Advisory Committee
- 5. (2.3) 3rd Report of the Childcare Advisory Committee
- 6. (2.4) 2019 Annual Emergency Management Program Update (Relates to Bill No. 2)
- 7. (2.5) Neighbourhood, Children and Fire Services Funding Agreement Template (Relates to Bill No. 3)
- 8. (2.6) Agreement with Huff N' Puff Seniors Fitness Association of London, Ontario, For Access to Recreation Facilities (Relates to Bill No. 4)
- 9. (2.7) Homeless Prevention Municipal Purchase of Service Agreement Template (Relates to Bill No. 5)
- 10. (2.9) Request for Renaming a Portion of a Multi-Use Pathway to Jane Bigelow Pathway (Wellington Street to Adelaide Street)
- 11. (2.8) Municipal Council Approval of the Housing Stability Plan 2019 to 2024, As Required Under the Housing Services Act, 2011

12.	(3.1) Vaping in Schools and Student Health	
13.	(3.2) Tow Truck Operator Licence - Business Licence By-law L.131-16	
14.	(4.1) Policies and Funding - Arts and Culture - K. O'Neill - Request for Delegation Status	
15.	(5.1) Deferred Matters List	
16.	(5.2) 11th Report of the Accessibility Advisory Committee	
8.2	1st Report of the Corporate Services Committee	107
1.	(1.1) Disclosures of Pecuniary Interest	
2.	(1.2) Election of Vice Chair for the term ending November 30, 2020	
3.	(2.1) Authorization for Temporary Borrowing (Relates to Bill No. 6)	
4.	(2.2) Respectful Workplace Policy (Relates to Bill No. 7)	
5.	(2.3) Declare Surplus - Portion of City-Owned Land - 65 Brisbin Street Abutting South Side of 81 Brisbin Street	
6.	(4.1) Issuance of Proclamations Policy	
8.3	1st Report of the Planning and Environment Committee	110
1.	(1.1) Disclosures of Pecuniary Interest	
2.	(1.2) Election of Vice Chair for the term ending November 30, 2020	
3.	(2.1) 3rd Report of the Agricultural Advisory Committee	
4.	(2.2) 12th Report of the Environmental and Ecological Planning Advisory Committee	
5.	(2.3) White Oak-Dingman Secondary Plan Update (O-8844)	
6.	(2.5) Claybar Subdivision Phase 3 - Disposition of School Site - 2830, 2846 and 2870 Tokala Trail 39T-04503	
7.	(2.6) Application - 3425 Emily Carr Lane (H-9139) (Relates to Bill No. 16)	
8.	(2.7) Application - 600 and 800 Sunningdale Road West - Removal of Holding Provision h-17 (H-9135) (Relates to Bill No. 17)	
9.	(2.8) Application - 1567 and 1571 Hyde Park Road - Removal of Holding Provision h-17 (H-9137) (Relates Bill No. 18)	
10.	(2.9) Extension of Exemption from Part-Lot Control - 1013, 1133, 1170 and 1250 Meadowlark Ridge (8727) (Relates Bill No. 10)	
11.	(2.10) Exemption of Part Lot Control - 915 and 965 Upperpoint	

Avenue, Pts of Blocks 134/135, 33M-754 (P-9077) (Relates to Bill No. 11)

12. (2.11) Exemption of Part-Lot Control - 1031 and 1095 Upperpoint Avenue , Pts of Blocks 132/133, 33M-754 (P-9078)
13. (2.12) Commissioners Road East Corridor Review
14. (2.4) Delegated Authority for Consent (Relates to Bill No. 8)
15. (3.1) Application - 448 Oxford Street East (Z-9104) (Relates to Bill No. 19)
16. (3.2) Urban Design Peer Review Panel Terms of Reference Update
17. (3.3) 21 Norlan Avenue (Z-9111) (Relates to Bill No. 20)
18. (3.4) 943 Fanshawe Park West and 1800 Aldersbrook Gate (Z-9108) (Relates to Bill No. 21)
19. (3.5) Application - 1395 Riverbend Road - Zoning By-law Amendment (Z-9098) (Relates to Bill No. 22)
20. (3.6) Application - 1018 and 1028 Gainsbrough Road (Z-9079) (Relates to Bill No.s 9 and 23)
21. (5.1) Deferred Matters List

9. Added Reports

- 9.1 1st Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

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

- | | | |
|------|--|-----|
| 13.1 | Bill No. 1 By-law No. A.- _____ - _____

A by-law to confirm the proceedings of the Council Meeting held on the 10th day of December, 2019. (City Clerk) | 138 |
| 13.2 | Bill No. 2 By-law No. A.-7657(____)-____

A by-law to amend By-law No. A.-7657-4, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan.” in order to repeal and replace Schedule “A” to the by-law. (2.4/1/CPSC) | 139 |
| 13.3 | Bill No. 3 By-law No. A.- _____ - _____

A by-law to approve a Neighbourhood, Children and Fire Services Funding Agreement Template; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV Neighbourhood, Children and Fire Services, to approve and | 178 |

	execute agreements using the Neighbourhood, Children and Fire Services Agreement Template. (2.5/1/CPSC)	
13.4	Bill No. 4 By-law No. A.- _____ - _____ A by-law to authorize and approve an Agreement between The Corporation of the City of London (the “City”) and Huff N’ Puff Seniors Fitness Association of London, Ontario (“Huff N’Puff”) regarding priority booking and reduced rates at certain City Facilities for seniors’ programming, and to authorize the Mayor and City Clerk to execute the Agreement. (2.6/1/CPSC)	224
13.5	Bill No. 5 By-law No. A.- _____ - _____ A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various Service Providers. (2.7/1/CPSC)	229
13.6	Bill No. 6 By-law No. A.- _____ - _____ A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2020. (2.1/1/CSC)	245
13.7	Bill No. 7 By-law No. CPOL.- _____ - _____ A by-law to repeal Council Policy By-Law No. CPOL.-155-407, as amended by By-law No. CPOL.-155(a)-384, being “Workplace Harassment and Discrimination Prevention Policy” and replace it with a new Council policy entitled “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)”. (2.2/1/CSC)	247
13.8	Bill No. 8 By-law No. CP- _____ A by-law to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-7, as amended. (2.4/1/PEC)	266
13.9	Bill No. 9 By-law No. C.P.-1512(____)- _____ A by-law to amend The London Plan for the City of London – 2016 relating to 1018 and 1028 Gainsborough Road. (3.6a/1/PEC)	268
13.10	Bill No. 10 By-law No. C.P.- _____ - _____ A by-law to exempt from Part Lot Control lands located at 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as Parts of Blocks 1, 3, 4, and 13 in Registered Plan 33M-603. (2.9/1/PEC)	272
13.11	Bill No. 11 By-law No. C.P.- _____ - _____ A by-law to exempt from Part-Lot Control, a portion of lands located at 915 and 955 Upperpoint Avenue legally described as Parts of Blocks 134/135 in Registered Plan 33M-754. (2.10/1/PEC)	273
13.12	Bill No. 12 By-law No. C.P.- _____ - _____ A by-law to exempt from Part-Lot Control, a portion of the lands located at 1031 and 1095 Upperpoint Avenue, legally described as Parts of Blocks 132/133 in Registered Plan 33M-754. (2.11/1/PEC)	274

13.13	Bill No. 13 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road West, west of Richmond Street) (Chief Surveyor - pursuant to Site Plan SPA19-003 and in accordance with Zoning By-law Z.-1)	275
13.14	Bill No. 14 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Talbot Street north of John Street) (Chief Surveyor - pursuant to Site Plan SPA13-008905 and in accordance with Zoning By-law Z.-1)	277
13.15	Bill No. 15 By-law No. W.- _____ - _____ A by-law to authorize Dundas Place – Thames Valley Parkway Active Transportation Connection (Project TS1748). (2.6/15/CWC - 2019)	279
13.16	Bill No. 16 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3425 Emily Carr Lane. (2.6/1/PEC)	280
13.17	Bill No. 17 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to remove a holding provision from the zoning for lands located at 600 and 800 Sunningdale Road West. (2.7/1/PEC)	282
13.18	Bill No. 18 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to remove a holding provision from the zoning for lands located at 1567 and 1571 Hyde Park Road. (2.8/1/PEC)	284
13.19	Bill No. 19 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 448 Oxford Street East. (3.1/1/PEC)	286
13.20	Bill No. 20 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 21 Norlan Avenue. (3.3/1/PEC)	288
13.21	Bill No. 21 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at a portion of 943 Fanshawe Park Road West and 1800 Aldersbrook Gate. (3.4/1/PEC)	290
13.22	Bill No. 22 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1395 Riverbend Road, described as part of Block 1 Plan 33M-743. (3.5/1/PEC)	293
13.23	Bill No. 23 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1018 and 1028 Gainsborough Road. (3.6b/1/PEC)	296

14. Adjournment



Council Minutes

The 22nd Meeting of City Council
November 26, 2019, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, S. Hillier

Absent: J. Morgan, A. Kayabaga

Also Present: M. Hayward, A. Anderson, A.L. Barbon, G. Belch, C. Cooper, B. Coxhead, S. Datars Bere, J. Fleming, G. Kotsifas, L. Livingstone, D. Mounteer, D. O'Brien, C. Popadic, C. Saunders, K. Scherr, M. Schulthess, C. Smith, S. Spring, S. Stafford, B. Warner, B. Westlake-Power

The meeting is called to order at 4:02 PM, with all members present except Councillors J. Morgan, P. Van Meerbergen and A. Kayabaga.

1. Disclosures of Pecuniary Interest

Councillor S. Lehman discloses a pecuniary interest in clause 4.5 of the 22nd Report of the Strategic Priorities and Policy Committee, having to do with appointments to the London Downtown Business Association (LDBA), by indicating that he is a member of the LDBA.

Councillor S. Turner discloses a pecuniary interest in clause 4.2 of the 22nd Report of the Strategic Priorities and Policy Committee, having to do with appointments to the Middlesex-London Health Unit (MLHU) Board of Directors, by indicating that he is an employee of the MLHU.

Councillor A. Hopkins discloses a pecuniary interest in clause 6 of the 21st Report of the Council, In Closed Session, having to do with the CUPE 107 Tentative Agreement, by indicating that her son is a member of the CUPE 107.

At 4:04 PM, Councillor P. Van Meerbergen enters the meeting.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: A. Hopkins

Seconded by: S. Hillier

That the Council convene, In Closed Session, for consideration of the following:

4.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any

negotiations carried on or to be carried on by or on behalf of the municipality.
(6.1/22/CSC)

4.2 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.2/22/CSC)

4.3 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.3/22/CSC)

4.4 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.4/22/CSC)

4.5 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.5/22/CSC)

4.6 Labour Relations/Employee Negotiations
A matter pertaining to advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.6/22/CSC)

4.7 Personal Matters/Identifiable Individual
A matter pertaining to personal matters, including information regarding an identifiable individual, including a municipal employee, with respect to employment related matters, advice or recommendations of officers and employees of the Corporation including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.7/22/CSC)

4.8 Trade Secret, Scientific, Technical, Commercial, Financial or Labour Relations Information Supplied to the Corporation in Confidence

Three matters pertaining to trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization, as provided by Odgers Berndtson. (6.8/22/CSC)

4.9 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.9/22/CSC)

4.10 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.10/22/CSC)

4.11 Solicitor-Client Privilege / Potential Litigation / Directions and Instructions

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, potential litigation, and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations with respect to the abandoned utility pipe in the 2017 Byron Baseline Infrastructure Renewal Project. (6.1/15/CWC)

4.12 Solicitor-Client Privilege / Potential Litigation / Directions and Instructions

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, potential litigation, and directions and instructions to officers and employees or agents of the municipality with respect to a claim from Middlesex Condominium Corporation Number 122, property located at 163 Pine Valley Drive. (6.2/15/CWC)

4.13 Solicitor-Client Privilege/Litigation or Potential Litigation

A matter pertaining to litigation or potential litigation with respect to appeals to the Ontario Municipal Board, continued as the Land Use Planning Appeals Tribunal, arising out of the London Plan; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and for the purpose of providing instructions and directions to external legal counsel, officers and employees of the Corporation with respect to appeals to the Ontario Municipal Board, continued as the Land Use Planning Appeals Tribunal, arising out of the London Plan. (6.1/20/PEC)

4.14 (ADDED) Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

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

belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.1/23/CSC)

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

The Council rises and convenes, In Closed Session, at 4:14 PM, with Mayor E. Holder in the Chair and all Members present, except Councillors J. Morgan and A. Kayabaga.

At 4:39 PM, Councillor A. Hopkins leaves the meeting.

At 4:43 PM, Councillor A. Hopkins enters the meeting.

At 4:45 PM, Councillor S. Turner leaves the meeting.

At 4:57 PM, Councillor S. Turner enters the meeting.

The Council, In Closed Session, rises at 5:04 PM, and resumes in public session at 5:08 PM, with Mayor E. Holder in the Chair and all Members present, except Councillors J. Morgan and A. Kayabaga.

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

Motion made by: M. Salih

Seconded by: P. Van Meerbergen

That the Minutes of the 21st Meeting, held on November 12, 2019, BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

6. Communications and Petitions

Motion made by: E. Pelozza

Seconded by: S. Hillier

That the communications from A. Valastro and B. Benedict BE RECEIVED and BE REFERRED as noted on the Added Agenda.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 22nd Report of the Corporate Services Committee

Motion made by: J. Helmer

That the 22nd Report of the Corporate Services Committee BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2019 Annual Report on Write-Off of Provincial Offences Act (POA) Accounts Receivable

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the Civic Administration BE AUTHORIZED to write-off \$52,411.25 in the outstanding Provincial Offences Act (POA) Accounts Receivable, in accordance with the Ministry of the Attorney General (MAG) Write-Off Directive and Council Policy, being the Accounts Receivable and Collections Policy.

Motion Passed

3. (5.1) Resubmitting - Recognition Event for Black History Month

Motion made by: J. Helmer

That the following actions be taken with respect to a recognition event for Black History Month:

a) the Civic Administration BE DIRECTED to report back to the December 3rd 2019, Corporate Services Committee with options of proclaiming black history month and other proclamations;

b) the staff report dated November 5, 2019, with respect to a recognition event for Black History Month BE RECEIVED; and,

c) the following, ~~attached~~ communications received by Councillor A. Kayabaga from community partners and the petition of the Black History Committee with respect to this matter, BE FORWARDED to Council for consideration:

- a communication, dated November 15, 2019, from Pillar Nonprofit Network;
- a communication, dated November 18, 2019, from London Muslim Mosque;
- a communication, dated November 19, 2019, from London Black History Coordinating Committee;
- a communication, dated November 18, 2019, from Anova and LAWC;
- a communication, dated November 17, 2019, from Pride London Festival; and,
- an on-line petition.

Motion Passed

4. (5.2) 1st Report of the City Manager Search Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 1st Report of the City Manager Search Committee from its meeting held on November 14, 2019:

a) the following actions be taken with respect to future meeting dates for the City Manager Search Committee:

i) the following meeting dates and times BE NOTED:

December 16, 11:30 AM to 1:30 PM

January 22, 11:00 AM to 1:00 PM

February 5, 9:00 AM to 6:00 PM

February 12, 9:00 AM to 1:00 PM

ii) the January 22, February 5 and February 12 meetings BE APPROVED to be held at a location other than City Hall; it being noted that Windermere Manor is the preferred meeting location, subject to availability;

b) the Bias Free Hiring Training BE ARRANGED for the City Manager Search Committee; it being noted that this training will be a part of a meeting noted in Item 4.1; and

c) clauses 1.1 and 1.2 BE RECEIVED for information.

Motion Passed

5. (5.3) Proposed Change to Municipal Council Meeting to Adopt Budget - March 3, 2020 to March 2, 2020

Motion made by: J. Helmer

That the Annual Council and Standing Committee Meeting Calendar BE AMENDED by changing the Municipal Council Meeting, currently scheduled to be held on Tuesday, March 3, 2020 at 4:00 PM, to Monday, March 2, 2020 at 4:00 PM; it being noted that the statutory advertising related to this meeting has not yet been undertaken.

Motion Passed

8.2 15th Report of the Civic Works Committee

Motion made by: P. Squire

That the 15th Report of the Civic Works Committee BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 10th of Transportation Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 10th Report of the Transportation Advisory Committee, from its meeting held on October 22, 2019:

a) a member of the Cycling Advisory Committee (CAC) BE INVITED to attend a future meeting of the Transportation Advisory Committee to present the Transportation Master Plan implications of the Cycling Master Plan Review document, dated October 16, 2019, from the CAC Master Plan Review Working Group; and,

b) clauses 1.1, 2.1, 2.2, 3.1 to 3.7, and 4.1 BE RECEIVED.

Motion Passed

3. (2.2) Endorsement of the Updated Operational Plan for London's Drinking Water System

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the current Operational Plan for the City of London Drinking-Water System, as appended to the staff report dated November 19, 2019, and included on the Added Agenda, BE ENDORSED by Council as per the requirements of O. Reg. 188/07. (2019-E08)

Motion Passed

4. (2.3) Award of Consulting Engineering Services for Arva-Huron Water Pipeline - Municipal Class Environmental Assessment Master Plan - RFP 19-53

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of consulting engineering services for RFP 19-53 Arva Pumping Station to Huron Street Water Pipeline Municipal Class Environmental Assessment Master Plan (EW3553):

- a) the proposal submitted by AECOM Canada Limited, 410-250 York Street, Citi Plaza, London, Ontario N6A 6K2, is in the amount of \$373,082, including 10% contingency of \$33,917 (excluding H.S.T.) BE APPROVED in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the above-noted contingency amount of \$33,917 BE INCREASED to \$50,000 (an additional \$16,083); it be noted that this will increase the total to \$389,165, excluding H.S.T, and is below the approved budget amount;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated November 19, 2019;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to effect these recommendations. (2019-E03)

Motion Passed

- 5. (2.4) Request for Proposal 19-45 - Contract Award of 2019 Cured in Place Pipe (CIPP) Sewer Lining Program

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to Request for Proposal 19-45:

- a) the bid submitted by Insituform Technologies Ltd. at its tendered price of \$4,528,218.30 (HST excluded), BE ACCEPTED; it being noted that the bid submitted by Insituform Technologies Ltd. was the only bid meeting the technical criteria and meets the City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated November 19, 2019;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E01)

Motion Passed

6. (2.5) Agreement with 1889 Westminster Drive for Crop Impacts and a Mutual Agreement Drain (Relates to Bill No. 438)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Mutual Agreement Drain and Construction and Crop Impacts to 1889 Westminster Drive:

- a) the proposed By-law, as appended to the staff report dated November 19, 2019, BE INTRODUCED at the Municipal Council Meeting of November 26, 2019 to:
 - i) approve the agreement between the Corporation of the City of London and Gordon and Jane Boughner; and
 - ii) authorize the Mayor and the City Clerk to sign the agreement;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- c) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract;
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations;
- e) the Civic Administration BE AUTHORIZED to provide compensation for crop impacts and construction impacts to the property owners of 1889 Westminster Drive in the amount of \$24,004.94 (exclusive of H.S.T.), as recommended in the report from Soils Research Group; and,
- f) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated November 19, 2019. (2019-L04A/E09)

Motion Passed

7. (2.6) Dundas Place - Thames Valley Parkway Active Transportation Connection - Appointment of Consulting Engineer

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Detailed Design of Dundas Street from Kensington Bridge to Ridout Street and Thames Street:

- a) IBI Group Professional Services (Canada) Inc. BE APPOINTED Consulting Engineers to carry out consulting services in the amount of \$201,708.65 (excluding HST), in accordance with Section 15.2(d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this appointment BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated November 19, 2019;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T05)

Motion Passed

- 8. (2.7) By-law and Vehicle Lease Agreements - Urban Animal Management Inc. and Tourism London (Relates to Bill No.s 439 and 440)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to Vehicle Lease Agreements for the London Animal Care Centre and Tourism London:

- a) the proposed by-law, as appended to the staff report dated November 19, 2019, being "A by-law to approve a Vehicle Lease Agreement between The Corporation of the City of London ("City") and Urban Animal Management Inc. ("UAM)"; to provide for the leasing of seven (7) City-owned vehicles to the UAM and to authorize the Mayor and the City Clerk to execute the Agreement, BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019; and,
- b) the proposed by-law, as appended to the staff report dated November 19, 2019, being "A by-law to approve the Vehicle Lease Agreement between The Corporation of the City of London ("City") and Tourism London for the lease of one (1) City-owned vehicle to Tourism London and to authorize the Mayor and the City Clerk to execute the Agreement, BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019. (2019-L04A)

Motion Passed

- 9. (2.8) Kilally Fields - Closing of Elgin Street on Registered Plan 325(C) (Relates to Bill No. 443)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated November 19, 2019, being "A By-law to stop up and close Elgin Street on Registered Plan 325(C), East of Adelaide", BE INTRODUCED at the Municipal Council meeting be held on November 26th, 2019. (2019-R04)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: P. Squire

That the Deferred Matters List as at November 11, 2019, BE RECEIVED.

Motion Passed

8.3 20th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 20th Report of the Planning and Environment Committee BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Review of Delegated Authority for Heritage Alteration Permits (Relates to Bill No. 442)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the revised "Delegated Authority for Heritage Alteration Permits By-law," appended to the staff report dated November 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019 to amend By-law C.P.-1502-129 being "A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties", to clarify the process for Heritage Alteration Permits. (2019-R01)

Motion Passed

3. (2.2) Application - 3260 Singleton Avenue (H-9119) (Relates to Bill No 445)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to the property located at 3260 Singleton Avenue, the proposed by-law appended to the staff report dated November 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019 to amend Zoning By-law No. Z.-1, (in

conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential Special Provision R5/R6/R7/R8 (h-54*h-71*h-100*h-105*h-136*R5-7(8)*R6-5(48)*R7(20)D75H13*R8-4(32) Zone TO a Residential Special Provision R5/R6/R7/R8 (R5-7(8)*R6-5(48)*R7(20)D75H13*R8-4(32) Zone to remove the holding provisions. (2019-D09)

Motion Passed

4. (2.3) Application - 660 Sunningdale Road East - Applewood Subdivision Phase 2 - Special Provisions 39T-09501-2

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the subdivision of land over Part Lot 13, Concession 6, situated on the north side of Sunningdale Road East, west of Adelaide Street North, municipally known as 660 Sunningdale Road East:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the Applewood Subdivision, Phase 2 (39T-09501) appended to the staff report dated November 18, 2019 as Appendix "A", BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated November 18, 2019 as Appendix "B";
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated November 18, 2019 as Appendix "C"; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2019-D09)

Motion Passed

5. (3.1) Allowing "Farm Gate Sales" on Lands within the Urban Growth Boundary (Z-9060) (Relates to Bill No. 446)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, the following actions be taken with respect to the City-wide zoning by-law amendment initiated by the City of London:

- a) the proposed by-law appended to the staff report dated November 18, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to add a new "Farm Gate Sales" definition in Section 2 Definitions and amend Section 49.2 1) of the Urban Reserve (UR) Zone to allow Farm Gate Sales as a permitted use in the Urban Reserve (UR1) Zone; and,
- b) the Civic Administration BE DIRECTED to initiate a zoning by-law amendment to permit the sales of produce grown on a

residential property (direct food sales) on more occasions than the current limitation of up to two times per year;

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

- a communication dated October 21, 2019 from A. Williams, 595 Sherene Terrace; and,
- a communication dated November 4, 2019 from P. Shand, Chairperson, Middlesex London Food Policy Council;

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

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

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (2014);
- the recommended amendment to Zoning By-law Z.1 conforms to the 1989 Official Plan, including the policies of the Urban Reserve land use designation and to The London Plan, including the policies of the Food Systems chapter and the Future Growth Place Type, and provides for appropriate uses on these sites; and,
- the recommended amendment to Zoning By-law Z.-1 will allow the sales of agricultural products from farms located within the Urban Growth Boundary. (2019-D09)

Motion Passed

6. (3.2) Application - 2498, 2500 and 2510 Main Street (Z-9105)
(Relates to Bill No. 447)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 9398562 Canada Inc., relating to the properties located at 2498, 2500, 2510 Main Street, the proposed by-law appended to the staff report dated November 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject properties FROM a Business District Commercial (BDC) Zone TO a Business District Commercial Special Provision (BDC (*)*H10*D60) Zone;

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

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

- the requested amendment is consistent with the policies of the 2014 Provincial Policy Statement that encourage efficient development and land use patterns, the identification of appropriate locations for mixed use intensification and re-development, and facilitate compact forms of development;
- the requested amendment conforms to the in-force policies of the

1989 Official Plan, including but not limited to the Business District Commercial policies as it directs the Commercial/Office uses along the Main Street frontage and townhouse uses to the rear yard;

- the requested amendment conforms to the in-force policies of The London Plan, including but not limited to Main Street Place Type policies as it is a coordinated and comprehensive application for intensification; and,
- the requested amendment is consistent with The London Plan, Main Street Place Type policies as it will permit intensification in a mix used form and discourages intensification in a low density residential form. (2019-D09)

Motion Passed

7. (3.3) Application - 666-670 Wonderland Road North (Z-9093)
(Relates to Bill No. 448)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by JFK Holdings, relating to the property located at 666-670 Wonderland Road North, the proposed by law appended to the staff report dated November 18, 2019 BE INTRODUCED at the Municipal Council meeting to be held on November 26, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Highway Service Commercial Special Provision/Restricted Service Commercial Special Provision (HS(3)/RSC2(1)) Zone TO a Highway Service Commercial Special Provision/ Restricted Service Commercial Special Provision (HS(3)/RSC2(__)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2014;
- the recommended amendment conforms to the in-force policies of the (1989) Official Plan, including but not limited to the Auto-Oriented Commercial Corridor designation; and,
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Transit Village Place Type. (2019-D09)

Motion Passed

8. (3.4) Bird Friendly Development (Relates to Bill No. 441)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to bird-friendly development and instituting a limited light period for the City of London:

- a) the proposed by-law appended to the staff report dated November 18, 2019 BE INTRODUCED at the Municipal Council

meeting to be held on November 26, 2019 to amend By-law C.P.-1455-541, as amended, entitled the “Site Plan Control Area By-law” to add the following to Schedule 1:

i) Section 2

A) 2.1 Objectives – a new objective for bird-friendly design of a development site;

ii) Section 8

A) Section ‘8.1 Objectives - a new objective to read: “All lighting should be limited to, and directed towards, the area requiring illumination so as to reduce skyglow and light pollution and thereby promote bird-friendly development.”; and,

B) Section ‘8.2 Yard Lighting’ – adding a new requirement for full cut-off and have zero up light lighting;

b) the Civic Administration BE DIRECTED to further public consultation and provide for consideration future proposed Site Plan Control By-law Amendments to address other possible bird-friendly design criteria, including the possible use of visual markers on glass treated high-rise buildings for Council consideration; and,

c) the Civic Administration BE DIRECTED to undertake a public awareness campaign on creating visual markers, treating glass, and muting the reflection of glass on buildings to ensure buildings are less dangerous for birds, and the promotion of a limited lit period coinciding with bird migrations in spring (approx. March to June) and fall (approx. August to November) migratory seasons, respectively;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2019-D11)

Motion Passed

9. (4.1) 11th Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That the following actions be taken with respect to the 11th Report of the Advisory Committee on the Environment, from its meeting held on November 6, 2019:

a) the following actions be taken with respect to Gas Tax Distribution:

i) the '8.0 - Recommendations' section of the Cycling Master Plan Review Working Group Report of the Cycling Advisory Committee, dated October 16, 2019, BE ADDED to the December 2019 agenda of the Advisory Committee on the Environment (ACE) for discussion;

ii) a representative from Financial Planning and Policy BE INVITED to attend the ACE meeting in January 2020 to give a brief outline of the City of London budget process and the new business cases that are being brought forward; and,

iii) the presentation appended to the 11th Report of the Advisory Committee on the Environment, from A. Dunbar, Manager, Financial Planning and Policy, with respect to Gas Tax Distribution, BE RECEIVED for information;

b) the following actions be taken with respect to the Advisory Committee on the Environment (ACE) Terms of Reference:

i) the City Clerk BE REQUESTED to fill the existing vacancies in the ACE membership in order to allow the ACE to fulfill its full potential given the short term of two years to make solid recommendations to the Municipal Council; and,

clause b) ii) BE REFERRED back to the Advisory Committee on the Environment for further consideration; it being noted that part b) ii) reads as follows:

“ii) the City Clerk BE REQUESTED to remove the non-voting membership positions for the Institute of Catastrophic Research (Western University) and the Biodrome (Western University) and to replace them with a Representative from Western University, with no department specified.”; and,

c) clauses 1.1, 3.1 to 3.7, inclusive, 4.1, 5.1, 5.2 and 5.4 BE RECEIVED for information.

Motion Passed

10. (4.2) Draft Affordable Housing Community Improvement Plan and Key Considerations for Program Guidelines (O-9099)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the draft Affordable Housing Community Improvement Plan (CIP):

a) the draft Affordable Housing Community Improvement Plan BE CIRCULATED to stakeholders including market housing developers, non-profit housing developers, housing agencies and the general public for additional consultation; and,

b) the above-noted report BE RECEIVED for the purposes of identifying key principles of the draft Affordable Housing Community Improvement Plan and program guidelines;

it being noted that a public participation meeting of the Planning and Environment Committee will be scheduled in January, 2020 to consider the final Affordable Housing Community Improvement Plan and Program Guidelines; and,

it being further noted that the Affordable Housing Community Improvement Plan has been identified within the 2019-2023 Council Strategic Plan and a business case for the incentive programs under the CIP will be submitted for evaluation through the 2020 Multi-Year Budget process;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated November 14, 2019 from C. Butler, 863 Waterloo Street, with respect to this matter. (2019-S11)

Motion Passed

11. (5.1) 11th Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 11th Report of the London Advisory Committee on Heritage, from its meeting held on November 13, 2019:

a) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval and approval for alterations to property at 562 Dufferin Avenue, within the East Woodfield Heritage Conservation District, BE PERMITTED with the terms and conditions:

- only natural wood with a painted finish be used for the half timbering;
- the new stucco of the half timbering maintain a rough texture, per the existing stucco cladding; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, was received with respect to this matter;

b) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval and approval for alterations to property at 504-506 Maitland Street, within the West Woodfield Heritage Conservation District, BE PERMITTED with the terms and conditions:

- sash (hung) windows be used for the gable windows;
- the cedar shakes proposed for the gable cladding be rectangular and regular in shape and installation;
- all exposed wood, including porch posts and railings/guards, cedar shakes, board and batten, and tongue and groove siding, be painted;
- the Heritage Planner be circulated on the Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, was received with respect to this matter;

c) J. Michaud, Landscape Architect, BE ADVISED that the London Advisory Committee on Heritage is satisfied with the current design for the Lorne Avenue Park Project and encourages a Cultural Heritage Interpretive Sign to be implemented into the above-noted project; it being noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage from J. Michaud, Landscape Architect, with respect to this matter, was received;

d) the Civic Administration BE ADVISED that the London Advisory Committee on Heritage concurs with the findings of the Cultural Heritage Evaluation Reports (CHERs), as appended to the agenda, with respect to the properties located at 327, 331 and 333 Wellington Road; it being noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage

from M. Morris, Major Projects, with respect to this matter, was received;

e) B. Debbert, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage (LACH) is not satisfied with the research, assessment and conclusion of the Heritage Impact Assessment (HIA) for the property located at 197 Ann Street, as it relates to the Notice of Application, dated October 10, 2019, from B. Debbert, Senior Planner, with respect to Official Plan and Zoning By-law Amendments for the properties located at 84-86 St. George Street and 175-197 Ann Street; it being noted that the LACH submits the following comments with respect to the HIA:

- the HIA gives inadequate weight to the historical, associative and contextual values of the landmark brewery located at 197 Ann Street;
- the HIA contains errors and omissions within the historic research of the property and brewing history in London, e.g. incorrect derivation of the brewery name, date of building, reference to Westminster Township and evidence for the fire damage in the 19th Century;
- the properties located at 175, 179, 183 and 197 Ann Street and 84 and 86 St. George Street are recommended to be subject to 9/06 evaluation by the HIA because of strong associations with the Kent Brewery;
- the condition of the building has not been supported by an engineer's report;
- the LACH is opposed to the demolition of the property located at 197 Ann Street based on the current information available; and,
- the LACH encourages incorporating the built heritage resources associated with the historic Kent Brewery into any future developments;

it being noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage from M. Tovey, with respect to this matter, was received;

f) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the request for designation of the heritage listed property at 36 Pegler Street:

i) notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E of this report; and,

ii) should no appeals be received to Municipal Council's notice of intention to designate, a by-law to designate the property at 36 Pegler Street to be of cultural heritage value or interest for the reasons outlined in Appendix E of this report BE INTRODUCED at a future meeting of Municipal Council immediately following the end of the appeal period;

it being noted that should an appeal to Municipal Council's notice of intention to designate be received, the City Clerk will refer the appeal to the Conservation Review Board;

it being further noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, with respect to this matter, was received;

g) the Managing Director, Planning and City Planner BE ADVISED that the London Advisory Committee on Heritage is supportive of the proposed by-law, as appended to the staff report dated November 13, 2019, with respect to a review of Delegated

Authority for Heritage Alteration Permits; it being noted that the presentation appended to the 11th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, with respect to this matter, was received;

h) L. Mottram, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage is not satisfied by the research and assessment presented in the Heritage Impact Statement (HIS) for the properties located at 1018-1028 Gainsborough Road as it relates to the Public Meeting Notice, dated October 2, 2019, from L. Mottram, Senior Planner, with respect to a Zoning By-law Amendment for the properties located at 1018-1028 Gainsborough Road, as the impacts of the proposed development were not adequately considered by the above-noted HIS;

i) the following actions be taken with respect to the Heritage Planners' Report, submitted by K. Gonyou, L. Dent and M. Greguol, Heritage Planners:

i) the expenditure of up to \$20.00 per person from the 2019 London Advisory Committee on Heritage (LACH) budget BE APPROVED for L. Fischer and K. Waud to attend the Heritage Matters in Conversation bus tour on November 28, 2019; it being noted that the LACH has sufficient funds in its 2019 budget to cover this expense;

ii) the expenditure of up to \$100.00 from the 2019 LACH Budget BE APPROVED for refreshments at the Stewardship Sub-Committee meeting, hosting the Western University Public History Program presentations; it being noted that the LACH has sufficient funds in its 2019 budget to cover this expense and has done for previous, similar meetings; and,

iii) the above-noted Heritage Planners' Report BE RECEIVED for information; and,

j) clauses 1.1, 2.5, 3.1 to 3.3, inclusive, 3.5, 4.1, 5.4, 5.5 and 5.7, BE RECEIVED for information.

Motion Passed

8.4 5th Report of the Audit Committee

Motion made by: J. Helmer

That the 5th Report of the Audit Committee BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) Internal Audit Summary Update

Motion made by: J. Helmer

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

Motion Passed

3. (4.2) January - December 2019 Internal Audit Dashboard as at October 28, 2019

Motion made by: J. Helmer

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

Motion Passed

4. (4.3) Observation Summary as at October 28, 2019

Motion made by: J. Helmer

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

Motion Passed

5. (4.4) 2020 - 2022 Internal Audit Plan

Motion made by: J. Helmer

That the following actions be taken with respect to the draft 2020-2022 Internal Audit Plan issued October 28, 2019:

a) the Internal Audit Plan BE AMENDED to include the Hamilton Road BIA and the Hyde Park BIA in the Audit Universe;

b) the Internal Audit Plan BE AMENDED to include "revenue generation" in the Economic Innovation risk section within the Corporate Services Audit Universe;

c) changes to the Internal Audit Plan BE IDENTIFIED to the Audit Committee by Deloitte in future meetings; and

d) the Internal Audit Plan, as amended, BE APPROVED.

Motion Passed

6. (4.5) Parking Enforcement Assessment - July 2019 - September 2019

Motion made by: J. Helmer

That the Internal Audit Report from Deloitte with respect to the Parking Enforcement Assessment performed July to September 2019, issued October 2019, BE RECEIVED.

Motion Passed

9. Added Reports

9.1 21st Report of Council in Closed Session

Motion made by: S. Hillier

Seconded by: J. Helmer

1. Property Acquisition – 273 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Environmental and Engineering Services and City Engineer, the Director, Rapid Transit, on the advice of the Manager of Realty Services, with respect to the property located at 273 Wellington Road, further described as Part Lot 132, Plan 452 (4th) as in YB41081, as in PIN 083640166, containing an area of approximately 4,800 square feet, as shown on the location map attached, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by Sherry Jacqueline Bettridge (the “Vendor”), to sell the subject property to the City, for the sum of \$300,000.00, BE ACCEPTED, subject to the following conditions:

i) all existing appliances to be included (stoves, fridges, dishwashers, washers, dryers). Unless otherwise stated in this agreement or any schedule hereto, the Vendor agrees to convey all appliances included in the purchase price free from all liens, encumbrances or claims affecting the said fixtures and chattels;

ii) the City or an agent of the City shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this agreement;

iii) all buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the City may either terminate this agreement and have all monies paid returned without interest or deduction, or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion;

iv) the Vendor agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials. Should this condition not be met at the time of closing, the City reserves the right to delay the closing and / or void this agreement; and

b) the financing for this acquisition BE APPROVED as set out in the source of Financing Report attached hereto as Appendix “A”.

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

Nays: (1): P. Van Meerbergen

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 1)

Motion made by: J. Helmer

Seconded by: M. van Holst

2. Property Acquisition – 620 Adelaide Street North – Canadian Pacific Railway Company – Adelaide Street CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 620 Adelaide Street North, further described as Part of Block “B”, South Side of Salisbury Street, Plan 386 (3rd), being the Part of PIN 08279-0186 (LT), as shown on the location map attached, for the purpose of future road improvement to accommodate the Adelaide Street CP Rail Grade Separation Project, the following actions be taken:

a) the Offer / Agreement of Purchase and Sale submitted by Canadian Pacific Railway Company (the Vendor) to sell that portion of the subject property designated as Part 1, Plan 33R-20258 (the Property) to the City, for the sum of \$62,667.00, BE ACCPTED, subject to the following conditions:

i) the Vendor granting the City a Permanent Subsurface Easement over that portion of the subject property designated as Part 2, Plan 33R-20258 (the Permanent Easement Lands), for the construction of utilities for use as part of the City’s municipal services system;

ii) the Vendor granting a Temporary License Agreement over that portion of the subject property designated as Part 2, Plan 33R-20258 (Detour Lands) to the City, for the purposes of constructing and maintaining the Adelaide Street road diversion for a period commencing June 1, 2020 and ending June 30, 2024;

iii) the City agreeing to pay to Canadian Pacific Railway Company for the lost income to be suffered (injurious affection) for the inability to receive the current rentals from the Tenant (Trad’s Furniture of London Limited) and for the billboard sign during the four (4) year period term from the period commencing June 1, 2020 and ending June 30, 2024,

iv) the City having thirty (30) days from the date of acceptance to examine title to the property;

v) the City having the right to have access to the Property and the Permanent Easement Lands for the purpose of making soil, ground water, environmental or other inspections during ordinary business hours on business days following the date of acceptance to December 13, 2019 (the “Inspection Period”);

vi) the Vendor agreeing that the lands have been declared surplus to the Vendor’s needs by the closing date;

vii) the City agreeing to pay the Vendors’ reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment; and

b) the financing for this acquisition, including additional considerations, as outlined in the attached Source of Financing Report, BE APPROVED.

3. Property Acquisition – 2535 Hyde Park Road – Sunningdale Road West Roundabout

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager,

Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 2535 Hyde Park Road, described as Part of Lot 24, Concession 6, being part of PIN 08138-0057 (LT), further described as Part 4, Plan 33R-20415, as shown on the location map attached, for the purpose of future road improvement to accommodate the Sunningdale Road West/Hyde Park Road Roundabout Project, the following actions be taken:

a) the offer submitted by Jawaid Akhtar and Amir Akhtar, to sell a portion of the subject property to the City, for the sum of \$190,000.00, BE ACCEPTED, subject to the following conditions:

i) the City having until 4:30 p.m. on December 6, 2019 to examine title to the property;

ii) the City agreeing to reimburse on completion, any mortgage penalty discharge cost (the "Mortgage Discharge Cost") incurred by the Vendors to discharge the mortgage from the property at the time of completion in accordance with Section 20 of the Expropriations Act;

iii) the City agreeing to pay the Vendors' reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment; and

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

4. Property Acquisition – 2545 Hyde Park Road – Sunningdale Road West Roundabout

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to a portion of the property municipally known as 2545 Hyde Park Road, described as Part of Lot 24, Concession 6, being the whole of PIN 08138-0056 (LT), further described as Part 5, Plan 33R-20415, as shown on the location map attached, for the purpose of future road improvement to accommodate the Sunningdale Road West / Hyde Park Road Roundabout Project, the following actions be taken:

a) the offer submitted by Jason Stephen Denda and Bridget Marie Mercer, to sell a portion of the subject property to the City, for the sum of \$154,900.00, BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay a further sum of \$100.00 for the Grant of Temporary Easement and Consent to Enter agreement;

ii) the City having until 4:30 p.m. on December 6, 2019 to examine title to the property;

iii) the City agreeing to reimburse the Vendors, on completion, any mortgage penalty discharge cost (the "Mortgage Discharge Cost") incurred by the Vendors to discharge the mortgage from the property at the time of completion in accordance with Section 20 of the Expropriations Act;

iv) the City agreeing to pay the Vendors' reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment; and

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

5. Property Acquisition – Part of 1588 Clarke Street – Veterans Memorial Parkway North Extension Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Division Manager, Transportation Planning and Design and the Director, Roads and Transportation, on the advice of the Manager of Realty Services, with respect to the property located at 1588 Clark Road, further described as Part of Lot 4, Concession 3, designated as Part 2, Reference Plan 33R-20347, being part of PIN 08147-0159, and Part of Lot 4, Concession 3, designated as Parts 3, 4, 5, 6 and 7, Plan 33R-20347, being Part of PIN 08147-0160, both in the Geographic Township of London, now in the City of London, as shown on the location map attached, the following actions be taken:

- a) the offer submitted by Hydro One Networks Inc. under the name Her Majesty the Queen in Right of Ontario, as represented by The Ministry of Government and Consumer Services, to sell the subject property to the City, BE ACCEPTED, for the sum of \$185,200.00; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

7. Property Acquisition – 345 Sylvan Street – Core Area Stabilization Space

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Housing, Social Services and Dearthness Home, on the advice of the Manager of Realty Services, with respect to the property located at 345 Sylvan Street, further described as Blocks A and B, Plan 816, Part Lots 4, 5 and 13, Plan 816, Part of Lots 7, 8 and 10, Plan 328, as in Instrument # 710563, subject to Instrument No. 710563, subject to Instrument No. 88083, in the City of London, County of Middlesex, further described as PIN 08363-0084 (LT), containing an area of approximately 1.44 acres, as shown on the location map attached, for the purpose of stabilization space, the following actions be taken:

- a) the offer submitted by WAYS Mental Health Support (the "Vendor"), to sell the subject property to the City, for the sum of \$1,050,000.00, BE ACCEPTED subject to the following conditions:
 - i) the City, or an agent of the City, shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this agreement;
 - ii) all buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the City may either terminate this agreement and have all monies paid returned without interest or deduction, or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion;
 - iii) the Vendor agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials. Should this condition not be met at the time of closing, the City reserves the right to delay the closing;
 - iv) the City (the Purchaser) acknowledges that the property is listed by StreetCity Realty Inc. and StreetCity Realty Inc. is not providing any client or customer service to the City for this transaction in any way and any associated brokerage fees will be the responsibility of the Vendor;

v) the City acknowledges having been advised that a third party holds a pre-existing first right of refusal to purchase the property pursuant to a Right of First Refusal Agreement; and,

b) the financing for this acquisition BE APPROVED as set out in the source of Financing Report attached hereto as Appendix "A".

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: J. Helmer

Seconded by: M. van Holst

6. CUPE 107 Tentative Agreement

That, on the recommendation of the Acting Director, Human Resources, the attached Memorandum of Agreement concerning the 2020-2023 Collective Agreement for London Civic Employees Local Union No. 107 (Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress) ("CUPE 107") representing the outside workers BE RATIFIED.

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

Recuse: (1): A. Hopkins

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 0)

9.2 23rd Report of the Corporate Services Committee

Motion made by: J. Helmer

That the 23rd Report of the Corporate Services Committee BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

9.3 22nd Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 22nd Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding clauses 2.2 (5), 4.1 (7), 4.2 (8), 4.5 (11) and 4.6 (12).

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

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

- a) Councillor S. Turner discloses a pecuniary interest in clause 4.2 of this Report, having to do with an appointment to the Middlesex-London Health Unit Board of Directors, by indicating that the Middlesex-London Health Unit is his employer;
- b) Councillor S. Lehman discloses a pecuniary interest in clause 4.5 of this Report, having to do with appointments to the London Downtown Business Association, by indicating that he is a member of the Association.

Motion Passed

2. (2.1) Strategic Plan: Semi-Annual Progress Report, 2019 Report to the Community

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the report dated November 25, 2019 with respect to the Strategic Plan Semi-Annual Progress Report and the ~~attached~~ 2019 Report to the Community, BE RECEIVED for information;

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 22, 2019 from B. Brock, with respect to this matter.

Motion Passed

3. (2.3) Waste Management Working Group - Extension of Term

Motion made by: J. Helmer

That on the recommendation of the City Clerk, the following actions be taken with respect to the Waste Management Working Group:

- a) the following appointments to the Waste Management Working Group, BE EXTENDED to June 30, 2021, or until the Working Group completes its mandate, whichever is sooner: Councillors van Holst, Lehman, Turner and Pelozza; and,
- b) subject to the approval of part a), above, the Terms of Reference BE AMENDED to reflect the Term of Office for the Working Group.

Motion Passed

4. (2.4) Rapid Transit Implementation Working Group - Extension of Term and Update

Motion made by: J. Helmer

That on the recommendation of the City Clerk, the following actions be taken with respect to the Rapid Transit Implementation Working Group:

- a) the following appointments to the Rapid Transit Implementation Working Group, BE EXTENDED to November 15, 2022, or until the Working Group completes its mandate, whichever is sooner: Councillors van Holst, Squire, Cassidy, Helmer, Kayabaga, Hillier, Pelosa, Hopkins and Lehman; and,
- b) subject to the approval of part a), above, the revised Terms of Reference as appended to the staff report dated November 25, 2019, as Appendix "B", BE APPROVED.

Motion Passed

6. (3.1) 2020 Water and Wastewater Rates

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Environmental and Engineering Services & City Engineer, and the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer the following actions be taken with respect to the 2020 Water and Wastewater rates and charges:

a) the proposed by-law appended to the staff report dated November 25, 2019 as Appendix "A", "A by-law to amend By-law WM-28 being "A by-law for regulation of wastewater and stormwater drainage systems in the City of London", as amended by providing for an increase in the rates and charges, BE INTRODUCED at the Municipal Council meeting to be held November 26, 2019 to effect rates and charges increases of 2.5 percent effective January 1,2020; and,

b) the proposed by-law appended to the staff report dated November 25, 2019 as Appendix "B", "A by-law to amend By-law W-8 being " A by-law to provide for the Regulation of Water Supply in the City of London", as amended by providing for an increase in the rates and charges, BE INTRODUCED at the Municipal Council meeting to be held November 26, 2019 to effect rates and charges increases of 2.5 percent effective January 1, 2020;

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

Motion Passed

9. (4.3) Appointment to the County/City Liaison Committee

Motion made by: J. Helmer

That the following BE APPOINTED to the County/City Liaison Committee for the term ending November 15, 2022:

Mayor E. Holder
Councillor J. Morgan
Councillor S. Turner
Councillor J. Helmer (Alternate)

Motion Passed

10. (4.4) Confirmation of Appointments to the Argyle BIA

Motion made by: J. Helmer

That Dale Irwin BE APPOINTED to the Argyle Business Improvement Area for the term ending November 15, 2022.

Motion Passed

5. (2.2) London Community Grants Program Allocations

Motion made by: J. Helmer

That the following actions be taken with respect to the London Community Grants Program allocations:

- a) the staff report dated November 25, 2019 entitled "London Community Grants Program Allocations" BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to review the London Community Grants Policy and report back on policy amendments that would identify if the municipality is the appropriate source of funding for requests, potentially limiting or removing eligibility for programs that receive funding through senior levels of government, such as the "Enabling Accessibility Fund".

Motion made by: J. Helmer

Motion to approve part a) is put.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: S. Lewis

Motion to approve part b) is put.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, P. Squire, S. Lehman, P. Van Meerbergen, E. Pelosa, and S. Hillier

Nays: (4): J. Helmer, M. Cassidy, A. Hopkins, and S. Turner

Absent: (2): J. Morgan, and A. Kayabaga

7. (4.1) Climate Change Emergency Update

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, City Planner and the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated November 25, 2019 BE RECEIVED and the following actions be taken with respect to the City's Climate Emergency Declaration and the next steps to further reduce energy use and increase climate change mitigation and adaptation actions during the next twelve months:

a) the Civic Administration BE DIRECTED to undertake the following immediate actions:

- i) establish a City-wide target for London to achieve net zero community greenhouse gas (GHG) emissions by the year 2050;
- ii) consistent with the direction of Council's recently adopted Corporate Energy Conservation & Demand Management (CDM) Plan, pursue opportunities to achieve Corporate net zero GHG emissions prior to 2050 with the goal of demonstrating municipal commitment and leadership to Climate Emergency mitigation;
- iii) establish an internal team, inclusive of representatives from all service areas, to be champions for climate emergency actions within their service area and to help implement climate emergency initiatives;
- iv) all Service Areas to identify immediate opportunities that can be implemented within existing resources using existing and new tools; deliver an educational program to all service areas to assist them with understanding the climate emergency and possible actions to address it;
- v) launch the process to develop a new Climate Emergency Action Plan (CEAP) and incorporate the Community Energy Action Plan into this process;
- vi) develop an interim screening Climate Emergency Evaluation Tool (CEET);
- vii) create a new Climate Emergency area on the City's web site, providing better communication to Londoners on the climate emergency, its implications and how they can assist;
- viii) advocate, as a municipal leader in Canada, for climate emergency action at the provincial and federal government level;
- ix) advance those actions and strategies identified in Council's strategic plan that will address the Climate Emergency through existing budgets;

b) the Civic Administration BE DIRECTED to undertake the following actions within the next four months:

- i) continue community and key stakeholder engagement on the CEAP process;
- ii) complete an initial screen of current major transportation projects using the interim screening CEET;
- iii) complete and formalize a permanent screening CEET and administrative processes through expert review and London-focused risk evaluation;
- iv) include a standard section in all Standing Committee reports that addresses the Climate Emergency Declaration and, where appropriate, applies the screening CEET to the issues that are addressed in each report;

v) seek out opportunities for new funding to support climate emergency initiatives;

c) the Civic Administration BE DIRECTED to undertake the following actions within one year:

i) work with each Service Area to review all proposed major City projects and master plans (e.g., road widenings, facilities, parks and recreation facility upgrades, wastewater treatment, waste disposal, fleet) within the 10 year capital plan through the screening CEET and, where appropriate, recommend the modification of these projects;

ii) work with each Service Area to review all major existing programs and projects through the screening CEET to determine what should be considered for elimination, what may be changed and what should be started in response to the climate emergency;

iii) identify methods for advancing the urban forest strategy more quickly including exploring reforestation of under-utilized agricultural land within London and tree planting on a regional basis;

iv) establish appropriate tools to encourage cool roofs, green roofs, and/or rooftop solar energy systems and other green infrastructure for private developments;

v) work with relevant Service Areas to apply the screening CEET to review and make any required changes to address the climate emergency in the Design Specifications Manual, Site Plan Control Area By-law, Urban Design Guidelines, Tree Protection by-law, Purchasing By-law, all granting processes and other documents and processes that have an impact on the climate emergency; it being noted that these assessments and amendments will be undertaken in priority, based on the magnitude of their potential impact on the climate emergency and it being further noted that the entirety of this process will be undertaken over a period that extends beyond the one-year timeline;

d) the Civic Administration BE DIRECTED to complete the Climate Emergency Action Plan within one year, to include but not be limited to, the following components:

i) a clear city-wide net zero community GHG emissions target (no later than 2050, but with the intent of establishing a path to net zero GHG emissions prior to 2050);

ii) a clear Corporate net zero GHG emissions target (no later than 2050, but with the intent of establishing a path to net zero GHG emissions prior to 2050);

iii) a clear strategy and specific actions to achieve the targets established in (i) and (ii), above;

iv) a strategic approach and specific tools for communicating the climate emergency;

v) elevate discussions with developers, homebuilders and contractors regarding design and construction techniques to reduce lifecycle GHG emission impacts;

vi) explore opportunities for utilizing GHG offsets and establish policy for when this is appropriate;

it being noted that:

· the City's Strategic Plan contains reference to more than 30 specific actions and strategies dealing with climate change;

· the multi-year budget process contains numerous programs and projects in the base budget that address climate change mitigation and adaptation including the need to increase actions in this area of importance; and

· several Business Cases designed to increase actions that address climate change mitigation and adaptation have been submitted for multi-year budget deliberations; it being noted that the Strategic Priorities and Policy Committee received a communication dated November 22, 2019 from B. Brock and a communication dated November 22, 2019 from Councillor M. van Holst with respect to this matter.

Motion made by: J. Helmer

Motion to approve parts a)vi), b)ii), b)iii), b)iv, b)v), c)i), c)ii), c)v) and d)i) of the clause is put.

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Nays: (3): M. van Holst, P. Squire, and P. Van Meerbergen

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (10 to 3)

Motion made by: J. Helmer

Motion to approve the balance of item 7, clause 4.1 is put.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and S. Hillier

Nays: (2): M. van Holst, and P. Squire

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (11 to 2)

8. (4.2) Appointment to the Middlesex-London Health Unit Board of Directors

Motion made by: M. van Holst

That Councillor A. Kayabaga BE APPOINTED to the Middlesex-London Health Unit Board of Directors for the term ending November 15, 2022.

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

Recuse: (1): S. Turner

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 0)

11. (4.5) Confirmation of Appointments to the London Downtown Business Association

Motion made by: J. Helmer

That the following BE APPOINTED to London Downtown Business Association for the term ending November 15, 2022:

Andrew McClenaghan - Digital Echidna
Asaad Naeeli - Dos Tacos
Bonnie Wludyka - Citi Plaza/IF Propco Holdings
David E White - David E White Clothier
David Kirwin - Kirwin Fryday Medcalf Lawyers
Jason Dickson - Brown and Dickson
Joe Drummond - Doubletree by Hilton London
John Fyfe-Millar - Too Wheels
Jordan Detmers - Info-Tech Research Group
Lori Da Silva - RBC Place London
Michelle Giroux - Fanshawe College Downtown Campus
Nick Vander Gulik - Shoppers Drug Mart, Vander Gulik Pharmacy Inc.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, and S. Hillier

Recuse: (1): S. Lehman

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 0)

12. (4.6) West Transit Motion

Motion made by: J. Helmer

That the Civic Administration BE REQUESTED to review and report back with recommendations for providing higher order transit service and/or transit improvement projects to West London, including but not limited to potential modifications of the West Connection project that address:

- a) options for higher order transit serving West London, including the extension of service further west;
- b) local service integration opportunities;
- c) additional road design alternatives along the corridor, including a review of lane configurations and options for phased delivery;
- d) the possibility of a quick-start program that includes prioritized intersections with mixed traffic routes;
- e) opportunities for park and ride; and
- f) the possible need for electric bus infrastructure;

it being noted that the Strategic Priorities and Policy Committee received a communication, dated November 22, 2019, from B. Brock with respect to this matter.

Amendment:

Motion made by: J. Helmer

Seconded by: A. Hopkins

Motion to amend motion by adding a new part g), as follows:

"g) the Civic Administration BE DIRECTED to consult with the London Transit Commission on the matters identified in part a), above."

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

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

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

Motion Passed

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

That Item 12, clause 4.6, as amended, BE APPROVED.

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

Nays: (1): S. Hillier

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 1)

Clause 4.6, as amended, reads as follows:

That the Civic Administration BE REQUESTED to review and report back with recommendations for providing higher order transit service and/or transit improvement projects to West London, including but not limited to potential modifications of the West Connection project that address:

- a) options for higher order transit serving West London, including the extension of service further west;
- b) local service integration opportunities;
- c) additional road design alternatives along the corridor, including a review of lane configurations and options for phased delivery;
- d) the possibility of a quick-start program that includes prioritized intersections with mixed traffic routes,
- e) opportunities for park and ride;
- f) the possible need for electric bus infrastructure; and,
- g) the Civic Administration BE DIRECTED to consult with the London Transit Commission on the matters identified in part a), above.

it being noted that the Strategic Priorities and Policy Committee received a communication, dated November 22, 2019, from B. Brock with respect to this matter

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Van Meerbergen
Seconded by: S. Lehman

That Introduction and First Reading of Bill No.'s 437 to 448, and the Added Bill No.'s 449 and 456, excluding Bill No. 451, BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

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

That Second Reading of Bill No.'s 437 to 448, and the Added Bill No.'s 449 and 456, excluding Bill No. 451, BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: E. Pelozza
Seconded by: S. Hillier

That Third Reading and Enactment of Bill No. 437 to 448, and the Added Bill No.'s 449 and 456, excluding Bill No. 451, BE APPROVED.

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

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: S. Lehman
Seconded by: E. Pelozza

That Introduction and First Reading of Added Bill No. 451, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 1)

Motion made by: A. Hopkins

Seconded by: M. Cassidy

That Second Reading of Added Bill No. 451, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 1)

Motion made by: M. Cassidy

Seconded by: S. Hillier

That Third Reading and Enactment of Added Bill No. 451, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (2): J. Morgan, and A. Kayabaga

Motion Passed (12 to 1)

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

Bill No. 437	By-law No. A.-7911-315 – A by-law to confirm the proceedings of the Council Meeting held on the 26th day of November, 2019. (City Clerk)
Bill No. 438	By-law No. A.-7912-316 – A by-law to approve a Mutual Agreement Drain Agreement (the “Agreement”) between The Corporation of the City of London (“City”) and Gordon Douglas Boughner and Marilyn Jane Boughner; (the “Boughners”) and to authorize the Mayor and City Clerk to execute the Agreement. (2.5/15/CWC)
Bill No. 439	By-law No. A.-7913-317 – A by-law to approve a Vehicle Lease Agreement between The Corporation of the City of London (“City”) and Urban Animal Management Inc. (“UAM”); to provide for the leasing of seven (7) City-owned vehicles to the UAM and to authorize the Mayor and City Clerk to execute the Agreement. (2.7a/15/CWC)
Bill No. 440	By-law No. A.-7914-318 – A by-law to approve the Vehicle Lease Agreement between The Corporation of the City of London (the “City) and Tourism London for the lease of one (1) City-owned vehicle to Tourism London; and to authorize the Mayor and City Clerk to execute the Agreement. (2.7b/15/CWC)
Bill No. 441	By-law No. C.P.-1455(p)-319 – A by-law to amend By-law C.P.-1455-541, as amended, entitled “Site Plan Control Area Bylaw”. (3.4/20/PEC)
Bill No. 442	By-law No. C.P.-1502(a)-320 – A by-law to amend By-law C.P.-1502-129 being “A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties”, to clarify the process for Heritage Alternation Permits . (2.1/20/PEC)
Bill No. 443	By-law No. S.-2033-321 – A By-law to stop up and close Elgin Street on Registered Plan 325(C), East of Adelaide. (2.8/15/CWC)
Bill No. 444	By-law No. S.-2034-322 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as part of Tobin Court, east of Westmount Drive) (Chief Surveyor - for the purposes of establishing the lands as public highway)
Bill No. 445	By-law No. Z.-1-192805 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3260 Singleton Avenue. (2.2/20/PEC)
Bill No. 446	By-law No. Z.-1-192806 – A by-law to amend By-law No. Z.-1 to add a new definition of Farm Gate Sales and add Farm Gate Sales as a permitted use in the Urban Reserve (UR) Zone. (3.1/20/PEC)
Bill No. 447	By-law No. Z.-1-192807 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2498, 2500, and 2510 Main Street. (3.2/20/PEC)
Bill No. 448	By-law No. Z.-1-192808 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 666-670 Wonderland Road North. (3.3/20/PEC)

Bill No. 449	By-law No. WM-28-19008 – A by-law to amend By-law WM-28 being “A by-law for regulation of wastewater and stormwater drainage systems in the City of London”, as amended, by providing for an increase in the rates and charges. (3.1a/22/SPPC)
Bill No. 450	By-law No. W-8-19007 – A by-law to amend By-law W-8 being “A by-law to provide for the Regulation of Water Supply in the City of London”, as amended, by providing for an increase in the rates and charges. (3.1b/22/SPPC)
Bill No. 451	By-law No. A.-7915-323 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Sherry Jacqueline Bettridge, for the acquisition of the property located at 273 Wellington Road, in the City of London, for the Wellington Gateway Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/22/CSC)
Bill No. 452	By-law No. A.-7916-324 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Jawaid Akhtar and Amir Akhtar, for the acquisition of a portion of the property located at 2535 Hyde Park Road, in the City of London, for the Sunningdale Road West/Hyde Park Road Roundabout Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/22/CSC)
Bill No. 453	By-law No. A.-7917-325 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Jason Stephen Denda and Bridget Marie Mercer, for the acquisition of a portion of the property located at 2545 Hyde Park Road, in the City of London, for the Sunningdale Road West/Hyde Park Road Roundabout Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/22/CSC)
Bill No. 454	By-law No. A.-7918-326 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and by Hydro One Networks Inc. under the name HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE MINISTRY OF GOVERNMENT AND CONSUMER SERVICES, for the acquisition of property located at 1588 Clarke Road, in the City of London, for the Veteran’s Memorial parkway North Extension Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/22/CSC)
Bill No. 455	By-law No. A.-7919-327 – A by-law to authorize and approve the acceptance of an Offer / Agreement of Purchase and Sale between Canadian Pacific Railway Company and The Corporation of the City of London, for the acquisition of property, a Permanent Easement and a Temporary Licence, including compensation for lost income, for property located at 620 Adelaide Street North, in the City of London, for the CPR Adelaide Street North Grade Separation Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/22/CSC)

<p>Bill No. 456</p>	<p>By-law No. A.-7920-328 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and WAYS Mental Health Support, for the acquisition of the property located at 345 Sylvan Street, in the City of London, for stabilization space, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/23/CSC)</p>
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14. Adjournment

Motion made by: P. Van Meerbergen
 Seconded by: P. Squire

That the meeting adjourn.

Motion Passed

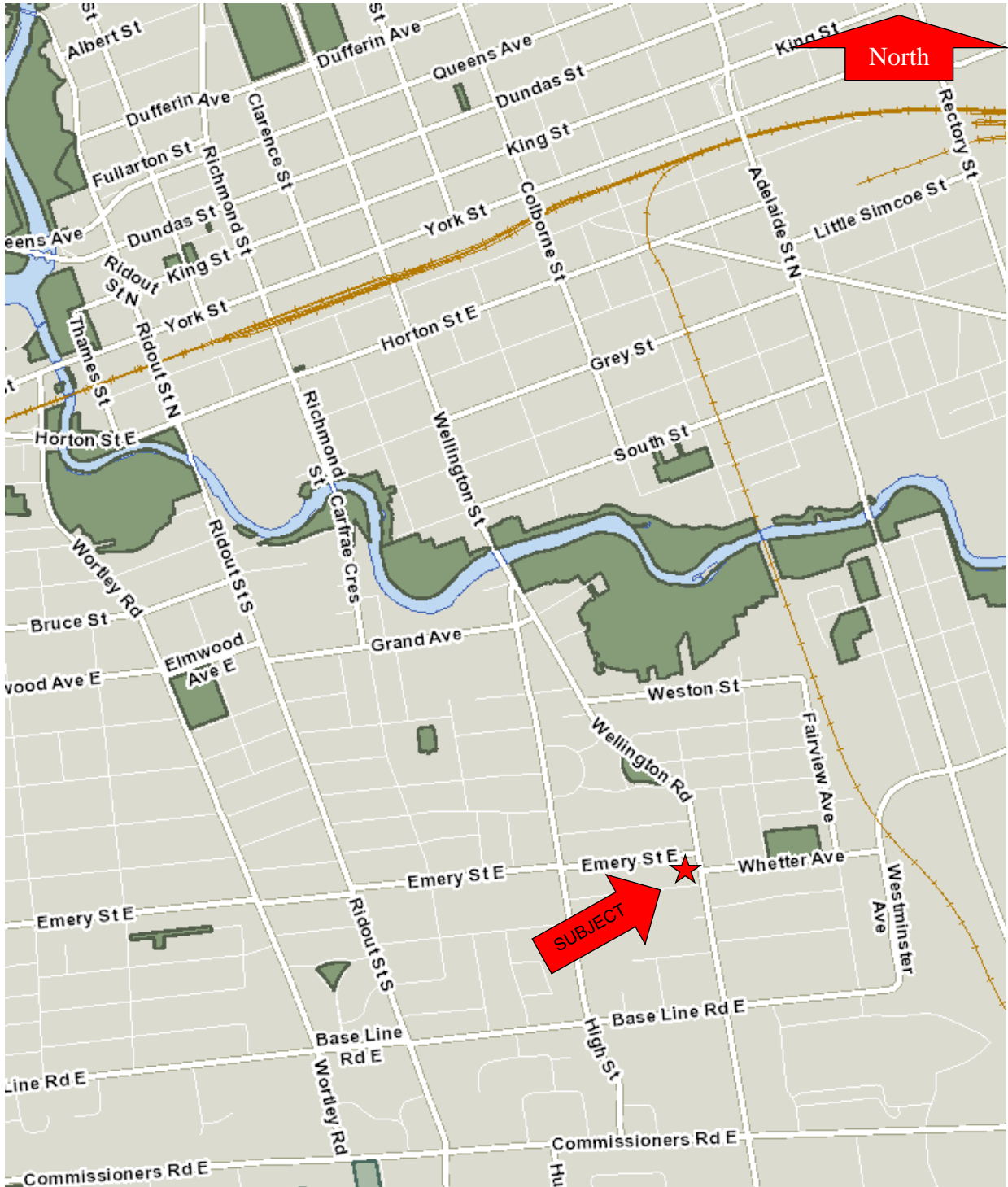
The meeting adjourns at 6:18 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

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Location Map



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Subject Site



 = Subject Property

APPENDIX "A"
CONFIDENTIAL

#19161

Chair and Members
Corporate Services Committee

November 19, 2019
(Property Acquisition)

RE: Property Acquisition - Wellington Gateway Project
(Subledger LD190062)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit ³
273 Wellington Road

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Land Acquisition	\$7,572,900	\$3,421,080	\$308,255	\$3,843,565
NET ESTIMATED EXPENDITURES	<u>\$7,572,900</u>	<u>\$3,421,080</u>	<u>\$308,255</u> ¹⁾	<u>\$3,843,565</u>
<u>SOURCE OF FINANCING</u>				
Capital Levy	\$787,582	\$355,793	\$32,059	\$399,730
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 6,785,318	3,065,287	276,196	3,443,835
TOTAL FINANCING	<u>\$7,572,900</u>	<u>\$3,421,080</u>	<u>\$308,255</u>	<u>\$3,843,565</u>

1) Financial Note:

Purchase Cost	\$300,000
Add: Land Transfer Tax	2,975
Add: HST @13%	39,000
Less: HST Rebate	<u>(33,720)</u>
Total Purchase Cost	<u>\$308,255</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

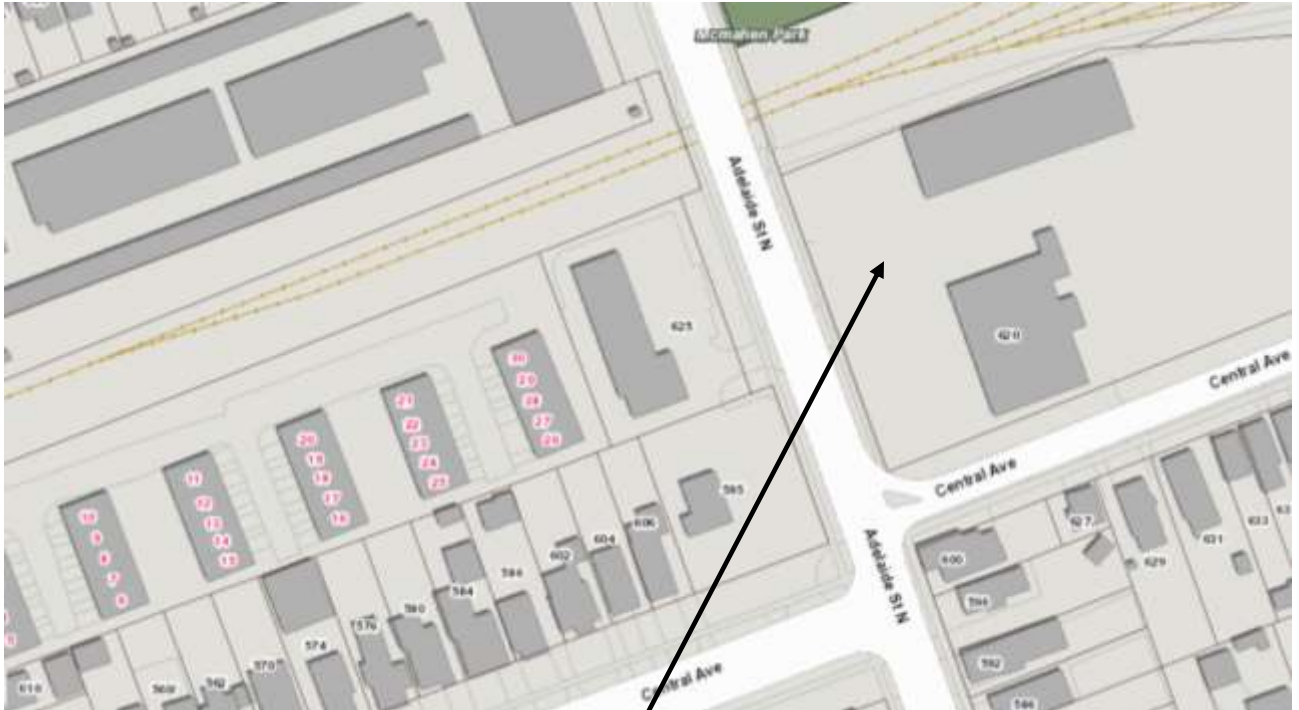
3) Civic Administration is currently in the midst of the 2020-2023 Multi-Year Budget development. For capital projects, including Rapid Transit, this requires changes to project numbers and names to align with the 2019 Development Charges Background Study and approved PTIS funding applications. As a result, noticeable changes to capital project numbers and names will occur. The final structure of these projects within the capital plan will be presented in the draft 2020-2023 Multi-Year Budget document scheduled to be tabled on December 9, 2019.

lp

Jason Davies
Manager of Financial Planning & Policy

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Location Map



620 Adelaide Street



APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#19159
November 19, 2019
(Property Acquisition)

**RE: Property Acquisition - 620 Adelaide St North
(Subledger LD180099)
Capital Project TS1306 - Adelaide Street Grade Separation CPR Tracks
Canadian Pacific Railway Company**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advise of the Manager of Realty Services, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$3,025,750	\$3,025,750		\$0
Land Acquisition	11,424,250	631,655	781,767	10,010,828
Relocate Utilities	5,800,000			5,800,000
City Related Expenses	100,000	281		99,719
NET ESTIMATED EXPENDITURES	<u>\$20,350,000</u>	<u>\$3,657,686</u>	<u>\$781,767</u> 1)	<u>\$15,910,547</u>

<u>SOURCE OF FINANCING</u>				
Debenture By-Law No. W.-5600-57	\$11,634,500	\$2,627,692	\$561,623	\$8,445,184
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 5,730,500	1,029,994	220,143	4,480,363
Other Contributions	2,985,000			2,985,000
TOTAL FINANCING	<u>\$20,350,000</u>	<u>\$3,657,686</u>	<u>\$781,767</u>	<u>\$15,910,547</u>

1) Financial Note:

Purchase Cost	\$62,667
Add: Legal Fees	<u>5,000</u>
Sub-Total	67,667
Add: Land Transfer Tax	352
Add: Easement, Licence, Loss of Income	712,645
Add: HST @13%	8,147
Less: HST Rebate	<u>(7,044)</u>
Total Purchase Cost	<u>\$781,767</u>

2) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies conducted in 2019.

lp

Jason Davies
Manager of Financial Planning & Policy

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Location Map



2535 Hyde Park Road



**APPENDIX 'A'
CONFIDENTIAL**

#19164

Chair and Members
Civic Works Committee

November 19, 2019
(Property Acquisition)

**RE: Property Acquisition - 2535 Hyde Park Road
Sunningdale Rd W & Hyde Park Road Roundabout
(Subledger LD190063)
Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout
Jawaid Akhtar and Amir Akhtar**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>This Submission</u>
Land Acquisition	\$0	\$197,362	\$197,362
NET ESTIMATED EXPENDITURES	<u>\$0</u>	<u>\$197,362</u>	<u>\$197,362</u> 1)

SUMMARY OF FINANCING:

Debenture Quota	\$0	\$24,670	\$24,670
Drawdown from City Services - Roads Reserve Fund (Development Charges) 3)	0	172,692	172,692
TOTAL FINANCING	<u>\$0</u>	<u>\$197,362</u>	<u>\$197,362</u>

1) **Financial Note:**

Purchase Cost	\$38,100
Add: Land Transfer Tax	191
Add: Legal Fees	1,500
Add: Injurious Affection, Mortgage Discharge Fees	156,900
Add: HST @13%	4,953
Less: HST Rebate	(4,282)
Total Purchase Cost	<u>\$197,362</u>

- 2) The land acquisition budget for Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout is included in the 2020 proposed budget. A portion of this budget (\$197,362) is required in 2019 and can be accommodated by advancing a portion of the 2020 budget. Upon Council approval of this recommendation, the 2020 proposed budget for project TS1335 will be revised.
- 3) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies conducted in 2019.

lp

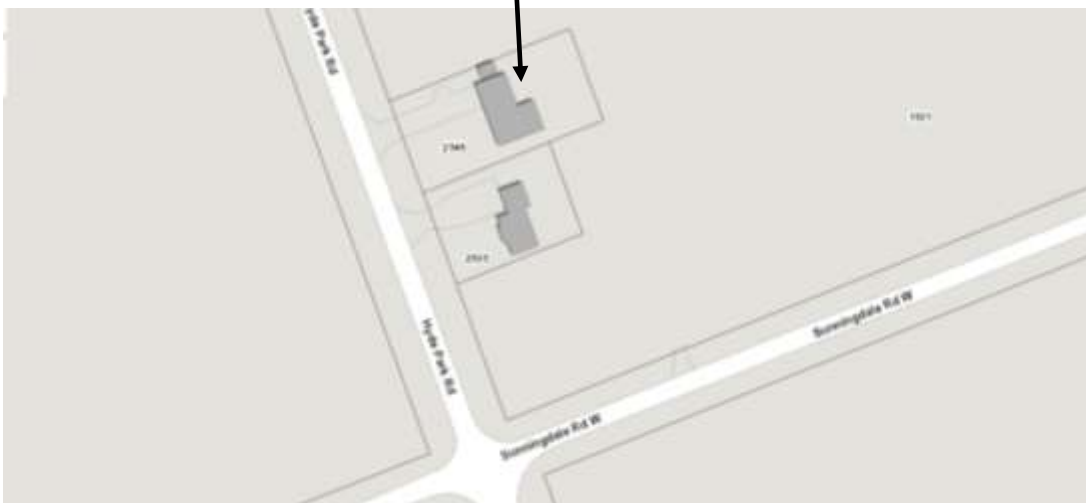
Kyle Murray
Director of Financial Planning & Business Support

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Location Map



2545 Hyde Park Road



**APPENDIX 'A'
CONFIDENTIAL**

#19165

Chair and Members
Civic Works Committee

November 19, 2019
(Property Acquisition)

**RE: Property Acquisition - 2545 Hyde Park Road
Sunningdale Rd W & Hyde Park Road Roundabout
(Subledger LD190065)
Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout
Jason Stephen Denda and Bridget Marie Mercer**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>This Submission</u>
Land Acquisition	\$197,362	\$161,557	\$358,918	\$161,557
NET ESTIMATED EXPENDITURES	<u>\$197,362</u>	<u>\$161,557</u>	<u>\$358,918</u>	<u>\$161,557</u> 1)

SUMMARY OF FINANCING:

Debenture Quota	4)	\$24,670	\$20,195	\$44,865	\$20,195
Drawdown from City Services - Roads Reserve Fund (Development Charges)	3)	172,692	141,362	314,053	141,362
TOTAL FINANCING		<u>\$197,362</u>	<u>\$161,557</u>	<u>\$358,918</u>	<u>\$161,557</u>

1) **Financial Note:**

Purchase Cost	\$2,500
Add: Land Transfer Tax	13
Add: Legal Fees	1,500
Add: Injurious Affection, Mortgage Discharge Fees, Temporary Easement	157,500
Add: HST @13%	325
Less: HST Rebate	(281)
Total Purchase Cost	<u>\$161,557</u>

2) The land acquisition budget for Capital Project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout is included in the 2020 proposed budget. A portion of this budget (\$161,557) is required in 2019 and can be accommodated by advancing a portion of the 2020 budget. Upon Council approval of this recommendation, the 2020 proposed budget for project TS1335 will be revised.

3) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies conducted in 2019.

Note to City Clerk:

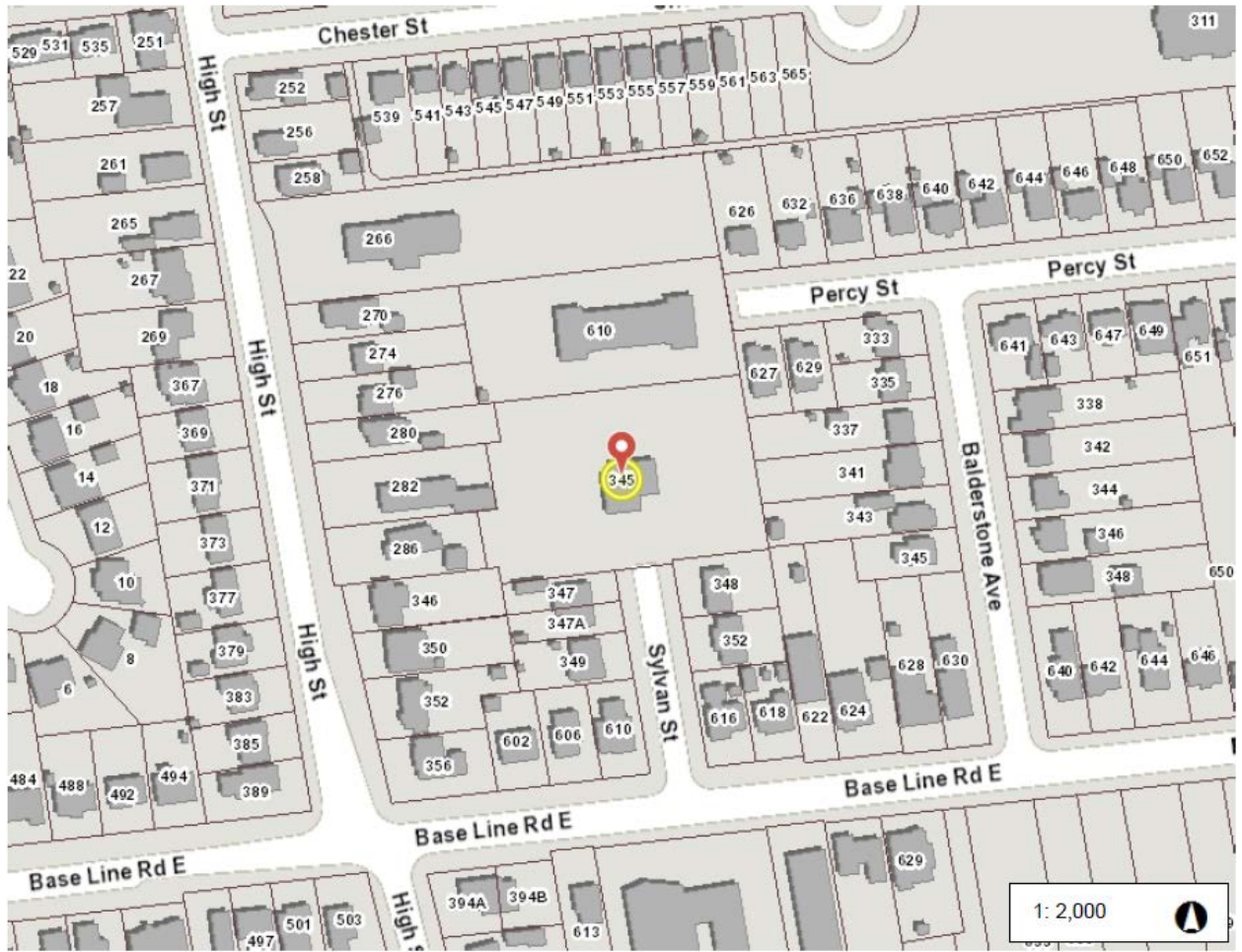
4) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1335 - Intersection - Sunningdale - Hyde Park Roundabout for the net amount to be debentured of \$44,865.00.

lp

Kyle Murray
Director of Financial Planning & Business Support

Location Map



APPENDIX 'A'
CONFIDENTIAL-Released in Public

#19170

Chair and Members
Corporate Services Committee

November 25, 2019
(Property Acquisition)

RE: Property Acquisition - 345 Sylvan Street ³
(Subledger LD190102)
Capital Project GG1067 - Stabilization Space Property Acquisition
WAYS Mental Health Support

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Housing, Social Services and Deerness Home, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>This Submission</u>
Land Acquisition	\$0	\$1,087,455	\$1,087,455
NET ESTIMATED EXPENDITURES	<u>\$0</u>	<u>\$1,087,455</u>	<u>\$1,087,455</u> ¹⁾
<u>SUMMARY OF FINANCING:</u>			
Drawdown from Social Housing Major Repairs, Upgrades & Stabilization R.F. ²⁾	\$0	\$1,087,455	\$1,087,455
TOTAL FINANCING	<u>\$0</u>	<u>\$1,087,455</u>	<u>\$1,087,455</u>

1) Financial Note:

Purchase Cost	\$1,050,000
Add: Land Transfer Tax	17,475
Add: Legal Fees	1,500
Add: HST @13%	136,500
Less: HST Rebate	(118,020)
Total Purchase Cost	<u>\$1,087,455</u>

- 2) Notwithstanding the reserve fund by-law, the required funds are available as a drawdown from the Social Housing Major Repairs, Upgrades & Stabilization Reserve Fund. The uncommitted balance of the reserve fund will be approximately \$8.2M with the inclusion of this project.

Per Council resolution dated August 27, 2019, the funding being returned from the London Medical Network (approximately \$7.3M) will be deposited in the Social Housing Major Repairs, Upgrades & Stabilization Reserve Fund to be used as source of financing to develop permanent housing with supports for mental health and addictions. The uncommitted balance of the reserve fund will be approximately \$15.5M once the returned funds are deposited.

- 3) This property acquisition supports the initiative to "Establish Core Area Stabilization Spaces" included in the Core Area Action Plan (CAAP). This source of financing pre-empts a 2020-2023 Additional Investment Business Case being drafted per Council resolution dated October 28, 2019: "the Civic Administration BE DIRECTED to submit business cases for all Core Area Action Plan initiatives requiring additional investment through the 2020-2023 Multi-Year Budget process." Approval of this expenditure will result in a 2019 budget amendment. For purposes of the 2020-2023 Multi-Year Budget, to be tabled December 17, 2019, the CAAP business case will be presented net of this expenditure.

lp

Kyle Murray
Director of Financial Planning & Business Support

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(The "Corporation")

AND

LONDON CIVIC EMPLOYEES LOCAL UNION NO. 107

(The "Union")

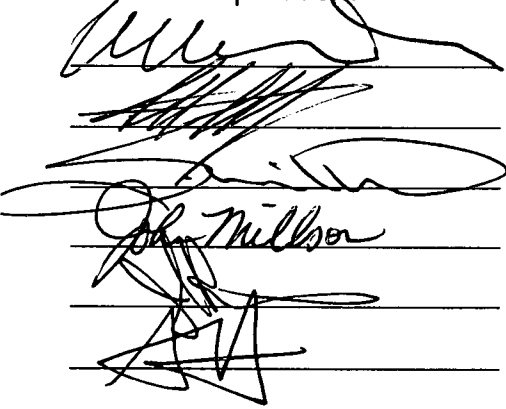
The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect January 1, 2020. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1. The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.
2. The Parties agree that the renewed Collective Agreement shall include the terms and conditions of the Previous Collective Agreement which expires December 31, 2019 except as amended, deleted from or added to by virtue of this Memorandum.
3. *Notwithstanding Article 29.1 of the Collective Agreement, the parties agree to waive all notice requirements relating to the parties' Intent to bargain with a view to the renewal of the Collective Agreement.*

4. Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Association and the elected Council of The Corporation of the City of London.

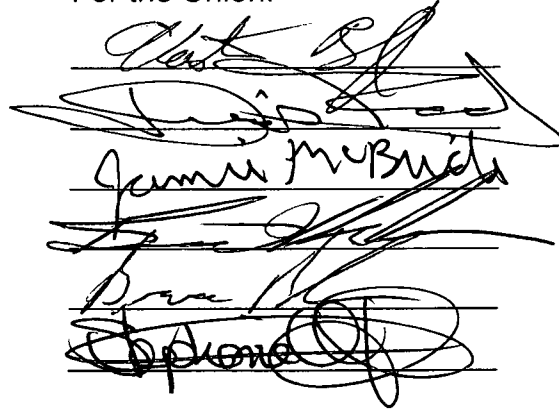
Signed this 24 day of, October, 2019

For the Corporation:



Five handwritten signatures are listed on horizontal lines. The third signature from the top is clearly legible as "John Millson".

For the Union:



Five handwritten signatures are listed on horizontal lines. The second signature from the top is clearly legible as "James McBrick".

1. All agreed to items as in the attached document dated October 23, 2019 at 4:45 PM
2. Amend Article 14.8 (b) to reflect the following changes:
 - Effective January 1, 2021 long term disability insurance plan provides a maximum monthly benefit of 70% of normal monthly base pay or \$4500 (effective January 1, 2023 to \$5000)
3. Amend Article 14.13 to reflect the following changes:
 - Effective January 1, 2021 a maximum prescription dispensing fee of \$12.00
 - Effective January 1, 2020 vision care benefit of \$350 per 24 consecutive months
 - Effective January 1, 2020 remove hearing aid from paramedical services
 - Effective January 1, 2020 paramedical services \$1500 per year
 - Effective January 1, 2023 paramedical services \$1600 per year
 - Effective January 1, 2020 – hearing aid, standalone benefit at \$2000/36 months
 - Effective January 1, 2020 basic life insurance coverage \$200,000
4. Amend Article 20.2 Clothing and Footwear Allowance to reflect the following changes:
 - Article 20.2(a) effective January 1, 2021 \$600; effective January 1, 2023 \$700
 - Article 20.2(d) effective January 1, 2021 \$550; effective January 1, 2023 \$650
 - Article 20.2(e) effective January 1, 2021 \$355; effective January 1, 2023 \$450
5. Amend Article 20.3 Tool Allowance to reflect the following changes:
 - Group 1 effective January 1, 2020 \$550; effective January 1, 2022 \$600; effective January 1, 2023 \$650
 - Group 2 effective January 1, 2020 \$350; effective January 1, 2022 \$400; effective January 1, 2023 \$450

6. Amend Article 13.3 as follows:

13.3 An employee's vacation shall be taken in the twelve (12) month period following his/her anniversary date of seniority and shall not be carried forward to the next following

twelve (12) months except with the consent of his/her Director or designate, which consent shall not be unreasonably withheld, provided that in no case shall more than 50% of an employee's vacation entitlement be carried forward.

~~An employee absent due to disabling injury or illness and unable to observe vacation credits and/or lieu day hours can have these credits paid out upon written request from such disabled employee beyond 10 months of being earned.~~ **Employees absent from the workplace, in receipt of Short Term Disability, Long Term Disability or Workplace Safety & Insurance Board benefits for greater than twelve (12) consecutive months will not continue to earn vacation credits until such time as they return to work for the Corporation.**

7. Overtime and Call in Language

- Amendments to Article 11 and 10 as follows:

~~11.4 The Corporation undertakes to develop, maintain and post in conspicuous work sites call in lists as required.~~

Any call in opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:

(i) within the bulletin in the work crew;

(ii) within the bulletin in the work area (work area includes but is not limited to Transportation Operations, Water Operations, Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Pollution Control Operations, Solid Waste Collection Operations and Solid Waste Disposal. Work areas may be amended by the Corporation from time to time.)

(iii) within the bulletin outside the work area;

(iv) any available and qualified employee.

For the purposes of Article 11, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.

Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

An employee on a call in list who declines and/or cannot be reached for three consecutive call in opportunities shall be removed from the call in list for the following twelve month period after which time the employee, upon request, will be placed back on the call in list.

Where the Corporation is offering call in opportunities in the case of a continuous operation, and the opportunity is for eight (8) hours or less, the Corporation may first (prior to following the process set out above (i) to (iv)):

- offer not more than half of the call in hours to employees already at work; and
- offer not more than half of the call in hours to employees who are scheduled to work the next shift directly following the opportunity.

Amend Article 10.1(b) to provide as follows:

For the purposes of Article 10, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.

The completion of regular work shall not be part of such overtime opportunities. Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be an equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

Scheduled overtime for the purposes of this clause is planned overtime to which an employee has been assigned at least 8 hours in advance of the overtime to be worked.

Scheduled overtime does not include completion of emergency works by standby crews identified in Article 11.3 which are delayed for operational reasons.

Where the Corporation is offering overtime opportunities in the case of a continuous operation, and the opportunity is for eight (8) hours or less, the Corporation may first (prior to following the process set out above (i) to (iv)):

- offer not more than half of the overtime hours to employees already at work; and

- **offer not more than half of the overtime hours to employees who are scheduled to work the next shift directly following the opportunity.**

8. LOU – Service Delivery Options in Solid Waste Operations – renew with the following amendment:

Notwithstanding Article 23.1(c), the parties agree that the Corporation shall be entitled to employ up to eight (8) temporary employees beyond November 15th to a date no later than the last scheduled day of leaf and yard collection to perform the duties of Sanitation Operators each year. In accordance with Article 23.1 (a), such temporary employees shall not be employed for more than 26 consecutive weeks. ~~This letter of understanding may be terminated by either party upon providing 30 days written notice to the other. In the event that this letter of understanding is terminated after the start of temporary employment or the delivery of offers of employment by the Corporation to any temporary employee(s), the Corporation may continue to employ the said temporary employee(s) for the balance of the period for which they were hired notwithstanding the termination of this letter of understanding.~~

9. President's LOU

- LOU – Terms of Dedicated Presidency for Local 107 amend as follows:

SUBJECT: Terms of Dedicated Presidency for Local 107

The following terms apply for the duration of the Collective Agreement, are renewable by mutual agreement.

1. The President of the Local shall be deemed to be Dedicated (i.e., full-time) in the capacity of President, and shall receive pay for 2080 hours per annum inclusive of all vacation, bereavement, statutory holidays and other paid leave. The President shall not be entitled to equalize overtime in his **their** bulletined classification or **otherwise** per **paragraph** 3 below. In the event of strike or lockout, pay shall cease for the period of strike or lockout.
2. The President shall be paid at ~~the wage rate W9 for the period of effectively of this agreement~~ **that is two wage levels above the wage level of their position per Schedule "A" of the Collective Agreement to a maximum of a wage level 15.**
3. The employer may backfill for the bulletined position held by the President on a temporary basis, while the individual is appointed as President, and fill any vacancy so created on the same temporary basis. If an employee elected as President is not re-elected to the office, that employee shall be returned to the bulletin formerly held at the conclusion of the term of office,

as shall any employee appointed to replace on a temporary basis.

4. The President shall not be entitled to bulletin out of the bulletin held at the time of appointment, nor be eligible for any posted training opportunities. In the event of a layoff, and in the event that the position within the bulletin held by the President is displaced, the President shall continue to be paid at the rate of pay identified in **paragraph 3** during the term as President.
5. All insured benefits, sick leave and seniority shall continue as if the employee appointed as President had continued in the bulletined position per **paragraph 3**. Such employee will not be eligible for tool allowance, but shall be entitled to the clothing allowance. Further the employee will not be entitled to overtime, standby or meal allowance.
6. The President shall continue to be deemed to be an employee of the Corporation and at work for all purposes including the purposes of WSIA while performing the duties contemplated by this agreement. Any sickness or injury shall be reported immediately to the office of the Director. It is specifically noted that the Parties agree that the Union is deemed to the employer for all purposes including WSIA when the President is engaged in any activities not related to the negotiation, or administration of the Collective Agreement between the City of London and CUPE Local 107.
- ~~7. The Corporation shall provide the President with a cellular telephone, and the President shall be accessible via this phone to the Corporation during normal working hours. The Corporation shall pay for the phone, the annual activation fee, the voice mail option and \$12.50 per month towards the monthly cost of the phone plan, with the Local paying for the balance and any additional costs (the Corporation to be reimbursed by the Local for the latter on a monthly basis).~~

10. Winter Control

- o Renew the LOU – Winter Control Operations

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT – For the term of this Collective Agreement (commencing January 1, 2020), commencing no earlier than September 1, 2020, the Corporation will not schedule more than 4 employees working as Equipment Operator 2s and 2 employees working as Labourers to a night shift, Monday to Friday (9 p.m. 5 a.m.). For clarity:

- o the 4 employees working as Equipment Operator 2s and the 2 employees working as Labourers are in addition to the number of Equipment operator 2s assigned (or to be assigned) to existing winter shifts as set out in the document titled “2019/2020 Sander Shift – City Forces” dated October 11, 2019
- o Monday night shift starts at 9 p.m. on the Sunday

11. 4 year term January 1, 2020 to December 31, 2023.

12. Schedule "A" Wage Schedule

Amend Schedule "A" to reflect the following increases:

- Effective January 1, 2020 – 1.95%
- Effective January 1, 2021 – 1.85%
- Effective January 1, 2022 – 1.85%
- Effective January 1, 2023 – 2%

AGREED TO ITEMS – OCTOBER 23, 2019 AT APPROXIMATELY 4:45 PM

1. Amend Article 6.1 amend as follows:

6.1 Seniority shall be calculated on the basis of an employee's service within the Corporation **Bargaining Unit**, calculated from the date upon which the employee last commenced employment with the Corporation.

2. Amend Article 10.1(b) amend as follows:

Any scheduled overtime opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:

- (i) within the bulletin in the work crew;
- (ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, ~~Water and Sewer Operations~~ **Water Operations, Sewer Operations**, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, ~~Pollution Control~~ **Wastewater Treatment** Operations, Solid Waste Collection Operations and Solid Waste Disposal. Work areas may be amended by the Corporation from time to time.)
- (iii) within the bulletin outside the work area;
- (iv) any available and qualified employee.

3. A and D license medicals new Article as follows:

Add New Article 20.5 to provide that the Employer will reimburse every employee who is required to maintain an AZ or DZ license to a maximum of one hundred and twenty five dollars (\$125.00) to cover the costs of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee will be required to produce evidence of payment.

4. Article 11.2 amend as follows:

Standby crews shall be made up at the discretion of the General Manager of Community Services or Environment and Engineering Services and City Engineer or his/her nominee on a rotating basis of employees in the work area or work group concerned. Each employee who is on standby crew shall be available to work being ~~called by telephone~~ **contacted by the Corporation either by telephone or by text, as chosen by the employee.**

5. RENEW the following Letters of Understanding

- Equipment Operators and Drivers
- Benefits for Laid off Employees
- Loss of Driver's License
- Rest Periods/Overtime
- Hours of Work Permit- Pollution Control Plants
- Leave of Absence Union Business
- Letter of Commitment re: Contracting Out
- Re; Ontario Works
- Re: Golf Course Operations
- Re: Water Main Maintenance Overtime
- Ontario Pay Equity Act
- Request to Revert to Employee's Previous Position
- Meal Allowances for Road or Sidewalk Plough Employee's
- Protocol for Complaint/Grievance Investigation
- Work Day in Excess of Eight Hours
- Rate of Pay for Acting Supervisors Performing duties of Supervisors Performing Duties of Supervisor III, Water Supply Operators

- LOU – Arena Operations renew with the following amendments:

1. The Corporation will assign at the beginning of each arena season with ~~four (4)~~ **six (6)** permanent Arena Operations Workers (AOW's) who are not assigned to any particular arena and/or facility, with the intent that these employees will be utilized first to replace arena workers absent from work for vacation, illness or other such approved leaves. The Corporation shall not be obliged to post and fill an AOW vacancy in the event it becomes necessary to assign an unassigned arena worker to replace an assigned arena worker who is absent from work for vacation, illness or other such approved leave of absence.

3. The Corporation may employ temporary employees for arena operations up to 24 hours per week per employee to a maximum of 600 hours per facility per season. **The Corporation may train temporary employees for arena operations and any time temporary employees spend training will not be included in the 600 hour maximum.** For the purposes of this paragraph, Covent Garden Market and Victoria Park shall be considered one facility.

4. The season is defined as the period between September 1st and April 30th and the Corporation shall employ up to two employees maximum per arena. **The Corporation may train temporary employees for arena operations outside of the season.**

NEW Paragraph 11:

Within the first week of each calendar month, between October and May inclusive, each year, the Corporation shall provide the Union Secretary with Temporary Operator

Schedules in writing which include the following information for each week of the previous month on a weekly and monthly basis:

- i. the dates, if any, on which each temporary employee actively employed for arena operations worked in each facility in the week; and
- ii. the number of hours each such temporary employee worked in the facility on these dates.

For clarity, the Temporary Operator Schedules provided as set out above shall name each of the temporary employees in question such that the Union will be notified of the number of hours worked by each named temporary employee in which facility on which date(s). The term "week" shall mean the seven consecutive days starting Monday and ending on Sunday.

The Union acknowledges and agrees that the information on the Temporary Operators Schedules provided by the Corporation in accordance with paragraph 2 and 3 shall be relied upon solely for the purpose of assessing compliance with this Letter of Understanding.

- NEW LOU – Scheduling on Paid Holidays – Arenas

SUBJECT – Scheduling on Paid Holidays - Arenas

The parties agree as follows:

1. An opportunity to work a shift of less than eight (8) hours on a paid holiday in an arena, shall first be offered to the Chief Operator, Facilities Equipment Operator, Arena Operations Worker in the applicable arena who would ordinarily be scheduled to work at the time of the shift absent the holiday. If there is more than one Chief Operator, Facilities Equipment Operator or Arena Operations Worker in the applicable arena who would ordinarily be scheduled to perform the work at the time of the said shift absent the holiday, the opportunity to work shall first be offered amongst those employees by rotation by seniority.
2. An opportunity to work a shift of less than eight (8) hours on a paid holiday for a Parks and Recreation Maintenance Helper shall first be offered to the Parks and Recreation Maintenance Helper in the applicable arena who would ordinarily be scheduled to perform the work the time of the shift absent the holiday.
3. In the event the employee(s) who would ordinarily be scheduled to work at the time of a shift referenced in paragraphs 1 and 2 above is unavailable or unwilling to work the shift, the opportunity to work will thereafter be provided in accordance with Article 10.1(b).

- Add NEW LOU – Excess Hours Agreement

SUBJECT: Excess Hours of Work Agreement

WHEREAS Local 107 and the Corporation wish to enter into an agreement permitting work in excess of eight (8) hours in a day or forty-eight (48) hours in a week, subject in all cases to the provisions of the applicable Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. As provided for in section 17(2), 17(3), 17(4) of the Employment Standards Act, 2000, Local 107 agrees that for its permanent employees working in the classifications listed in Schedule “A” of the Collective Agreement (as updated and amended from time to time in accordance with the Collective Agreement) the hours of work in a day may exceed eight (8) and the hours of work in a week may exceed forty-eight (48), provided that in all cases such assignment of work is in accordance with the provisions of the collective agreement.
2. For the purposes of section 17(2) of the ESA, 2000, Local 107 agrees that the specified number of hours in a day in excess of the 8 hour per day limit is as follows:
 - a. for all temporary employees, including temporary labourers and temporary golf course maintainers – zero subject to paragraph 3 below.
 - b. for permanent employees (as defined in paragraph 1 above) – five subject to paragraph 3 below.
3. The parties acknowledge that the current section 19 of the ESA, 2000 allows work in excess of the daily limit in certain defined circumstances.
4. This assignment of employees to work in excess of 8 hours per day is subject in all cases to the terms of the collective agreement, including in relation to the assignment of employees to overtime, and payment for overtime and shift premium. Furthermore, for clarity, LOU 2016-02 (Winter Control Operations) continues in full force and effect on the understanding that the assignment of work to employees referenced therein will be consistent with the ESA, 2000. LOU 2016-05 (Rest Periods/Overtime), LOU 2016-06 (Hours of Work Permit – Pollution Control Plant) and LOU 2016-19 (Work Day in Excess of Eight Hours) also continue in full force and effect on the understanding that the assignment of work to employees referenced therein will be consistent with the ESA 2000 and the union’s agreement regarding section 17(2) set out herein.
5. Except as otherwise set out herein, and subject to the provisions of the collective agreement, Local 107 agrees that the hours of work of its’ members (as identified in paragraph 1 above) may exceed forty-eight (48), and up to sixty hours per week, but may not exceed sixty (60) hours per week.
6. Subject to the collective agreement, Local 107 agrees that the hours of work of permanent Shift Operators and Chief Wastewater Operator 3s (as those classifications may be amended from time to time) may exceed forty-eight (48), and up to sixty-four (64) hours in a week.

7. Subject to the collective agreement, Local 107 agrees that the hours of work for its members who are permanent employees working in the classifications of Equipment Operator 2, Water/Sewer Utility Worker, Waterworks Inspector, Water Operations Plumber, E.1 Equipment Operator , Leading Waterworks Utility Worker, Leading Sewer Utility Worker, Waterworks Utility Worker II , and Water Meter Servicer (as those classifications may be amended from time to time) may exceed forty-eight (48) hours and up to sixty-eight (68) hours per week.

8. Either party may revoke this Agreement by providing the other party with two weeks' written notice.

- Add NEW LOU – Winter Control Employees - Standby

SUBJECT: Winter Control Employees - Standby

1. When a winter control employee is placed on standby, that one standby period will continue to the next 7:00 a.m.
2. Subject to the specific exceptions with respect to Sundays and statutory holidays set out in paragraphs 3 and 4 below, when a winter control employee is placed on standby, the standby pay paid to the employee will be based on the applicable rate for the calendar day on which the employee actually commences work (i.e. 1 hour for weekdays, 2 hours for Saturdays and Sundays, and 4 hours for each of the holidays in Article 12). By way of examples and for clarity:
 - i. If an employee is put on standby on Wednesday (not as a continuation of the standby from the previous day as per paragraph 1 above) they will be entitled to standby on one of the following bases:
 - 1 hour of standby pay if they are not called in to work;
 - 1 hour of standby pay if they actually commences work before midnight; or
 - 1 hour of standby pay if they actually commences work at or after midnight and prior to 7:00 a.m. the following day.
 - ii. If an employee is put on standby on Friday (not as a continuation of standby from the previous day as per paragraph 1 above), they will be entitled to standby pay on one of the following bases:
 - 1 hour of standby pay if he/she is not called in to work;
 - 1 hour of standby pay if he/she actually commences work before midnight; or
 - 2 hours of standby pay if they actually commence work at or after midnight and prior to 7:00 a.m. the following day.

- iii. If a winter control employee is put on standby on Sunday (not as a continuation of standby from the previous calendar day as per paragraph 1 above) and the next day is a holiday in Article 12, they will be entitled to standby pay on one of the following bases:
 - 2 hours of standby pay if they are not called in to work;
 - 2 hours of standby pay if they actually commence work before midnight; or
 - 4 hours of standby pay if they actually commence work at or after midnight and prior to 7:00 a.m. the following day.
 3. Notwithstanding paragraph 2 above, if a winter control employee is put on standby on Sunday (not a continuation of standby from the previous calendar day as per paragraph 1 above) and the next day is a regular work day (i.e. not a holiday in Article 12), they will be entitled to 2 hours of standby pay if they are not called in to work, or if they actually commence work before, at or after midnight and prior to 7:00 a.m. the following day.
 4. Notwithstanding paragraph 2 above, if a winter control employee is put on standby on a holiday in Article 12 of the Collective Agreement (excluding continuation of standby from the previous calendar day as per paragraph 1 above), they will be entitled to 4 hours of standby pay if they are not called in to work, or if they actually commence work before, at or after midnight and prior to 7:00 a.m. the following day.
- NEW LOU – E1 Promotional Training

SUBJECT: Equipment Operator 1 Promotional Training

The parties do hereby agree as follows:

1. To provide an Equipment Operator 1 (“E1”) promotional training program in accordance with Article 27 of the Collective Agreement, except as outlined below:
 - a. Applicants for the E1 training program will be selected based on an assessment of current skill, ability through a competency evaluation, experience and interview. The selection criteria will be communicated to the Employee Development Committee and posted as per the training opportunity.
 - b. Applicants that score the highest in the evaluation will be appointed to the promotional training pool.

- c. The evaluation will be conducted by the Corporation and/or a third party training provider chosen by the Corporation.
- d. Employees selected for the posted training opportunity will remain in their current classification however, when participating in the E1 training or acting in E1 position appointments, shall receive the following wage rate:
 - i. For the first 1040 hours of training and/or appointments, the 6 month rate for E1 as per Schedule "A"
 - ii. For all training/appointment hours beyond 2080 hours, the 12 month rate as per Schedule "A"
- e. Employees are expected to complete all the promotional training opportunities offered during the program that they are available for, failure to complete all mandatory aspects of the training program will result in the removal of candidates from the E1 promotional pool. The training curriculum will consist of both class room and practical training components.
- f. The E1 promotional training program will be separated into two classes:
 - i. E1 Excavation (Backhoe and Excavator)
 - ii. E1 Grader

The promotional program will identify a maximum of two candidates for each of these two classes during the program.

- 2. Once an E1 bulletined position is posted and awarded the successful candidate(s) must commit to fulfill the requirements of the position for a minimum of two years.
- 3. Except as otherwise provided in this Letter of Understanding all other terms and conditions of the Collective Agreement apply.

6. Schedule "B" – Learner Program

Amend Schedule "B" as follows:

...

Part II - Learner Program

It is recognized that it is in the mutual best interests of both Parties to provide employees with opportunities which will lead to certain specialized jobs being filled from within the existing employee group. ~~To that end:~~ The employer ~~will~~ **may** develop programs of formal training and work experience programs which, if successfully completed, will result in employees who will have the requisite skills competencies and

qualifications to perform the work of the job in question. **Such programs shall be referred to as a Learner Program. If the employer chooses to develop and implement a Learner Program the following will apply:**

(1) ~~The employer will~~ **The program will provide** ~~develop programs of~~ **for** formal training and work experience ~~programs~~ which, if successfully completed, will result in employees who will have the requisite skills competencies and qualifications to perform the work of the job in question. These ~~formal~~ programs will be reviewed by the Employee Development Committee, and updated from time to time as the need arises. ~~For each job, the associated~~ **The program** ~~program~~ will clearly identify a time-phased series of modules, with each module having a pre-defined duration and will further define the expected skill, competencies and qualifications required at the completion of each module.

(2) ~~When reasonably possible to do so, the employer will forecast future vacancies in the job classifications noted below.~~ The employer will, based upon the forecasted need and the time period required to complete the associated Learner program, determine the need to post and fill opportunities for Learner positions in accordance with the provisions of Articles 6 and 8. The posting will identify the job being filled through the Learner provisions in keeping with the established practice.

(3) The successful applicant to such posted opportunity will commence in module 1 of the related program. The applicant agrees thereby to undertake all training, education and work experience as determined by the program. At the conclusion of the time provided for in the program, the Learner will be assessed as to ~~his/her~~ **their** skills, competencies, and qualifications relative to those established in the program. Learners who substantially meet those criteria will advance to the next module, and so on until the completion of all modules of the program. When all modules are successfully completed, the Learner will be confirmed as a regular incumbent in the job being filled through the Learner provisions ie, no further posting will occur.

If a Learner does not substantially achieve the criteria established in the program, ~~he or she~~ **they** will be provided with an extension equal to the pre-defined duration (not to exceed 3 months of the module in question) in the first instance in order to provide an opportunity to qualify. Should the employee fail to qualify, the employee will be deemed to be unsuccessful and will be reverted to the job which the employee held prior to entering the Learner program.

(4) Rates of pay for Learners shall be established as follows, and as further outlined below for each of the jobs in question, except as otherwise agreed between the Parties.

- (a) a schedule of pay rates shall be established based on the evaluated job rate for the job in question. A rate of 70% of the job rate shall be established as the first step in the pay schedule, to be effective for the duration of the employee's tenure in the first module.

(b) the rates of pay for each of the successive modules in the program shall be established on a pro-rata basis.

(5) Employees who accept appointment to a Learner opportunity waive the right to post out of the program for the duration of the program and for one year after completion of the program, except with the approval of the ~~Managing Director, Corporate Services and Chief Human Resources Officer~~ **Director of People Services or designate**. Employees may not be displaced while completing a Learner program, except that in the event of a reduction in the number of positions of the job being filled through the Learner provisions, Learners shall be reduced in reverse seniority order prior to reducing employees who hold the bulletin.

(6) The Employer shall pay for tuition fees related to courses required by the Learner program.

(7) Learners may participate in overtime opportunities only upon exhaustion of the permanent employees who hold the bulletin of the job in question.

~~(8) (Schedules)~~

~~Water Supply Operator
Tree Trimmer
E.1 Equipment Operator
Hoist Truck Operator~~

~~and any other job as agreed upon by the Parties.~~

7. Terms of Reference and Manual CUPE Local 107 and the City of London Joint Job Evaluation Committee and Process

Add the following to the Terms of Reference and Manual:

- Interview sub-committee representatives will be appointed at the next JJEC meeting after the revised (or new) JAQ is provided to the union co-chair. If the JAQ is provided to the union co-chair at the JJEC meeting, the representatives to the interview sub-committee will be appointed at that meeting.
- Interview sub-committees will endeavor to conduct their interviews as soon as possible following their appointment, but, in any event, the interviews will be conducted no later than 30 calendar days after their appointment.
- In the event the interview committee is unable to complete the interviews within 30 calendar days of appointment, the management co-chair will arrange to have the incumbent(s) and manager(s) attend the next JJEC meeting for the purposes of completing the interview(s).

8. Amend Article 8.1(b) as follows:

The Corporation may establish seasonal bulletins in the following job classifications:

Asphalt Raker
Concrete Finisher
Traffic Maintenance Painter
Tile Setter
Waterworks Inspector
Gardener

9. Amend Article 8.4 as follows:

(a) Where a progression classification is indicated, progression of the senior incumbent in the progression classification to the higher classification will be automatic when a vacancy occurs and which the Employer intends to fill in the higher classification providing that the incumbent in the progression classification has acquired the necessary knowledge, skills and abilities, including any required licenses or certifications. The following job classes are identified as progression classifications:

- From Traffic Sign Maintenance Helper to Traffic Sign Maintenance Person
- ~~From Sewer Cleaner to Sewer Cleaning Machine Operator~~
- From Assistant Greenskeeper to Greenskeeper
- From ~~Waterworks Utility Worker II~~ **Water Distribution Operator 2** to Leading ~~Waterworks Utility Worker~~ **Water Distribution Operator**
- From Facility and Equipment Operator to Chief Operator.
- From ~~Water Meter Shop Plumber or Water Meter Servicer/Repairer~~ to Leading ~~Water Meter Service Repairer~~.
- **From Pollution Control Plant Operations Helper to Shift Operator**

10. Amend Article 13 as follows:

13.10 Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with the Employment Standards Act, 2000 as amended from time to time. **In accordance with section 36(3) of the Employment Standards Act, 2000 (as may be amended from time to time), the parties agree that the corporation shall pay vacation pay for temporary employees that accrues during each pay period on the pay day for that period.**

11. Article 14.5(e) amend as follows:

Where an employee (not including employees who transferred from the P.U.C.) is absent as a result of an accident **while at work for the Corporation of the City of London**, or illness inherent to **their occupation(s) at the Corporation of the City of**

London, and, as a result, is receiving, WSIA benefits as awarded by the Workplace Safety and Insurance Board (“WSIB”), he/she shall receive the difference between his/her regular pay and the Board's award, such difference not to be deducted from his/her sick leave credits. If such an employee is not eligible for WSIA benefits, he/she shall receive sick leave pay according to this by-law and the time off shall be deducted from his/her Sick Leave Credits.

The Parties will work together towards an active WSIA rehabilitation program.

12. Add new section to Article 27 to provide for the following:

Despite Article 27.2 and any other provision of the collective agreement, the Corporation may designate Shift Operators, to train PCP Operations Helpers in the duties of the Shift Operator job, including being an operator for the purposes of Ontario Regulation 129/04, without the requirement of any posting for promotional training. If the Corporation does decide to provide training in the duties of being a Shift Operator it shall comply with the following:

- a. The Corporation shall advise the PCP Operations Helper being trained and the Shift Operator designated to train the Helper, in advance and in writing, of the shifts on which the training will occur, with dates and hours of the training. A copy of this written notice shall also be provided to the Secretary of the Union.
- b. Article 27.7 shall apply in respect of the payment to Shift Operator for the hours spent training the PCP Operations Helper.
- c. The most senior Shift Operator on the shift and working in the plant or pumping station as applicable in which the training is being provided shall be selected to provide the training. Only those Shift Operators who express a desire to provide such training will be selected.

13. HOUSEKEEPING

- Housekeeping changes for position title updates (not Schedule “A”), past effective dates
- Change pronouns – change he/she to ‘they’, his/her to ‘their’, etc.
- Replace “Water and Sewer Operations” with “Water Operations” and “Sewer Operations”
- Update Job titles for Water Operations and Sewer Operations
- Replace “Pollution Control Plan Operations” with “Wastewater Treatment Operations”
- Update Job titles for Wastewater Treatment Operations
- Update Former PUC, Town of Westminster and County of Middlesex
- Update Schedule A

From: m Faizan
Sent: Monday, December 02, 2019 12:57 AM
To: CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Freedom

I should have enough freedom to call whomever I like at the time of an accident.

I dont need police help to do so. They have already screwed me one too many times.

I say no to police helping and deciding for me!

Community and Protective Services Committee

Report

1st Meeting of the Community and Protective Services Committee
December 3, 2019

PRESENT: S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor J. Morgan; A. Anderson, J. Bunn, C. Cooper, S. Datars Bere, O. Katolyk, L. Livingstone, A. Macpherson, J.P. McGonigle, N. Musicco, D. O'Brien, K. Pawelec, D. Purdy, C. Saunders, M. Schulthess, C. Smith, J. Taylor

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 30, 2020

Moved by: M. van Holst

Seconded by: S. Hillier

That Councillor P. Squire BE ELECTED Vice-Chair of the Community and Protective Services Committee for the term ending November 30, 2020.

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

Absent: (1): M. Salih

Motion Passed (5 to 0)

2. Consent

Moved by: E. Holder

Seconded by: M. van Holst

That Items 2.1 to 2.7 and 2.9 BE APPROVED.

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

Motion Passed (6 to 0)

2.1 10th Report of the London Housing Advisory Committee

Moved by: E. Holder

Seconded by: M. van Holst

That the 10th Report of the London Housing Advisory Committee, from its meeting held on November 13, 2019, BE RECEIVED.

Motion Passed

2.2 10th Report of the Animal Welfare Advisory Committee

Moved by: E. Holder

Seconded by: M. van Holst

That the following actions be taken with respect to the 10th Report of the Animal Welfare Advisory Committee, from its meeting held on November 7, 2019:

a) the expenditure of up to \$500.00 from the 2019 AWAC budget BE APPROVED for the printing of animal welfare related educational materials, including the Coexisting with Wildlife brochure, the Keeping Coyotes Away brochure, the You, Your Dog & Nature in London brochure, and the Is Your Cat Safe Outdoors? brochure, for distribution at future community events, such as the 2020 Go Wild, Grow Wild event; it being noted that the AWAC has sufficient funds in its 2019 budget to cover this expense; and,

b) clauses 1.1, 2.1, 3.1, 3.2, 5.1 and 5.3 to 5.5, BE RECEIVED.

Motion Passed

2.3 3rd Report of the Childcare Advisory Committee

Moved by: E. Holder

Seconded by: M. van Holst

That the 3rd Report of the Childcare Advisory Committee, from its meeting held on October 30, 2019, BE RECEIVED.

Motion Passed

2.4 2019 Annual Emergency Management Program Update

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, the following actions be taken with respect to the staff report dated December 3, 2019 related to the 2019 Annual Emergency Management Program Update:

a) the proposed by-law, as appended to the above-noted by-law, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to amend By-law No. A.-7657-4, being "A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan" in order to repeal and replace Schedule A to the by-law, being the City of London Emergency Response Plan; and,

b) the above-noted staff report BE RECEIVED. (2019-P03)

Motion Passed

2.5 Neighbourhood, Children and Fire Services Funding Agreement Template

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the proposed by-law, as appended to the staff

report dated December 3, 2019, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to:

- a) authorize and approve the Neighbourhood, Children and Fire Services Funding Agreement Template, as appended to the above-noted by-law; and,
- b) delegate the authority to the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the manager IV, Neighbourhood, Children and Fire Services, the authority to execute the Funding Agreements based on the above-noted Template subject to the following:
 - i) such actions are consistent with the requirements contained in the above-noted Funding Agreement;
 - ii) such actions are in accordance with all applicable legislation;
 - iii) such actions do not require additional funding or are provided for in the City's current budget; and,
 - iv) such actions do not increase the indebtedness of liabilities of The Corporation of the City of London. (2019-S07)

Motion Passed

2.6 Agreement with Huff N' Puff Seniors Fitness Association of London, Ontario, For Access to Recreation Facilities

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated December 3, 2019, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to:

- a) authorize and approve the Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and Huff N' Puff Seniors Fitness Association of London, Ontario, with respect to priority booking and establishing reduced rental rates for the use of certain City of London facilities; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S02)

Motion Passed

2.7 Homeless Prevention Municipal Purchase of Service Agreement Template

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated December 3, 2019, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to:

- a) approve the Municipal Purchase of Service Agreement, as appended to the above-noted by-law, as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London; and,
- b) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or their written designate, to execute

Municipal Purchase of Service Agreements with Service Providers, employing the standards form Agreement authorized and approved above, that do not require additional funding of are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from the Municipal Council. (2019-S14)

Motion Passed

- 2.9 Request for Renaming a Portion of a Multi-Use Pathway to Jane Bigelow Pathway (Wellington Street to Adelaide Street)

Moved by: E. Holder
Seconded by: M. van Holst

That, on the recommendation of the Civic Administration, the request to name a portion of the south branch of the Thames Valley Parkway that runs from Wellington Street to Adelaide Street, the "Jane Bigelow Pathway", BE APPROVED. (2019-R04)

Motion Passed

- 2.8 Municipal Council Approval of the Housing Stability Plan 2019 to 2024, As Required Under the Housing Services Act, 2011

Moved by: E. Holder
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Homeless Prevention and Housing Plan update:

- a) the Housing Stability Plan 2019-2024, as appended to the staff report dated December 3, 2019, BE APPROVED;
- b) the above-noted plan BE ADOPTED as the local service management plan required under the Housing Services Act, 2011; and,
- c) a copy of the resolution and plan BE FORWARDED to the Provincial Minister of Municipal Affairs and Housing;

it being noted that any final amendments to the above-noted document, based on provincial review, will be included in its final published version and shared with the Municipal Council;

it being further noted that the attached presentation from C. Cooper, Manager, Homeless Prevention and D. Purdy, Manager, Housing Services, was received with respect to this matter. (2019-S11)

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

Motion Passed (6 to 0)

3. Scheduled Items

- 3.1 Vaping in Schools and Student Health

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

That the attached presentation from A. Manji and E. Park, Human Environments Analysis Laboratory Youth Advisory Council (HEALYAC) and the verbal presentation Dr. C. Mackie, Middlesex-London Health Unit, with respect to vaping in schools and student health, BE RECEIVED.

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

Motion Passed (6 to 0)

3.2 Public Participation Meeting - Tow Truck Operator Licence - Business Licence By-law L.131-16

Moved by: M. van Holst

Seconded by: P. Squire

That the proposed by-law, as appended to the staff report dated December 3, 2019, with respect to the addition of a new category, definition, and fees to the Business Licence By-law BE REFERRED back to the Civic Administration for further consultation with stakeholders and the London Police Services Board and a report back to the Community and Protective Services Committee no later than Q2 of 2020; it being noted that the attached presentation from N. Musicco, Specialist I, Municipal Policy, was received with respect to this matter;

it being further noted that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

- F. Ibrahim;
- M. Aboukhamis;
- T. Aboukhamis;
- D. Nelson, Canadian Towing Association;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made an oral submission regarding this matter. (2019-T08/P09)

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

Motion Passed (6 to 0)

Voting Record:

Moved by: M. Salih

Seconded by: E. Holder

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: M. Salih

Seconded by: P. Squire

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

4. Items for Direction

4.1 Policies and Funding - Arts and Culture - K. O'Neill - Request for Delegation Status

Moved by: M. van Holst

Seconded by: P. Squire

That the delegation request by K. O'Neill with respect to policies and funding related to arts and culture, BE APPROVED for a future meeting of the Community and Protective Services Committee; it being noted that the communication from K. O'Neill, as appended to the agenda, was received with respect to this matter. (2019-F11A/R08)

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

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: M. Salih

Seconded by: P. Squire

That the Deferred Matters List for the Community and Protective Services Committee, as at November 21, 2019, BE RECEIVED.

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

Motion Passed (6 to 0)

5.2 (ADDED) 11th Report of the Accessibility Advisory Committee

Moved by: M. Salih

Seconded by: M. van Holst

That the following actions be taken with respect to the 11th Report of the Accessibility Advisory Committee, from its meeting held on November 28, 2019:

a) delegation status for the Chair of the Accessibility Advisory Committee, or designate, to speak at the January 23, 2020 Strategic Priorities and Policy Committee meeting with respect to the City of London Budget, BE APPROVED; and,

b) clauses 1.1, 2.1, 2.2, 3.1 to 3.5, 5.1 to 5.3, 5.5 and 5.6, BE RECEIVED.

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

Motion Passed (6 to 0)

6. Confidential

None.

7. Adjournment

The meeting adjourned at 6:57 PM.



Housing Stability Action Plan – An Overview

Community and Protective Services Committee

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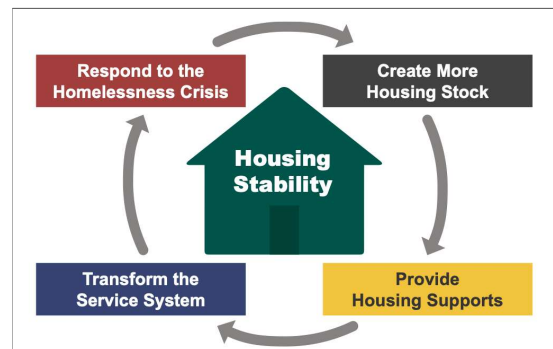
December 3rd, 2019



What is happening?

- Over the last year, the City of London, in consultation with the community, has updated the Homeless Prevention and Housing Plan.
- The Plan will set a new strategic framework and vision that will align the housing community towards a single housing stability system.

Housing Stability for All



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2.8



What do we know?

- London’s population is changing, putting pressure on the housing system.
- Londoners need support to find and keep housing.
- There is not enough housing where it’s needed most.
 - Individuals and families are increasingly in need of deep rental affordability.
 - Rental housing may not be attainable to Londoners.
 - Home ownership is no longer attainable to many.

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See Pages 6-7 of the Housing Stability Action Plan for further analysis



What did we hear from the Community?

Decreased Emergency Shelter Use

"The focus needs to be on minimizing shelter use and the length of time in shelter."

"Integrating a Housing First focus into shelters is a good step forward."

"Focus on shelter diversion."

Coordination and Centralization

"Having centralized intake to be able to divert ensures that clients end up in the best spot possible."

"Design centralized access to formally serve a diverse range of clients (triage, case management)."

"Work with other agencies to ensure the best possible support."

Housing Affordability

"We need new affordable housing in London."

"We need many more affordable homes and apartments built. It must be a priority."

"If we do not have safe, clean, affordable housing options, the issues are not going to get better."

London As A Leader

"Make London a leader in this!"

"Solutions don't require a great capital investment. But, they do require willpower and bold leadership."

"We need a unified approach to housing and homelessness."

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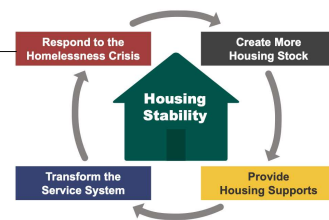
What do we need to do together?

Respond to the Homelessness Crisis

- More people are experiencing homelessness and with more complex needs than ever before.
- There is a need to work differently with clients to better understand their needs and help them access services quickly.

london.ca

Housing Stability For All



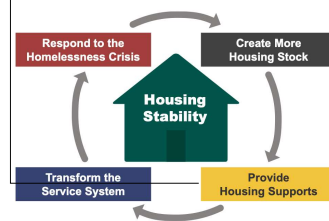
What do we need to do together?

Provide Housing Supports

- Create better ways to access housing.
- People needing housing are stuck in a market with few options and no centralized way of getting meaningful help.
- There is a need for more options to help people access the supports they need to stay housed.

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Housing Stability For All





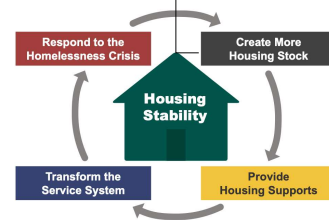
What do we need to do together?

Create More Housing Stock

- There is a need for more affordable housing stock in our community.
- The shortage of safe, affordable housing options is impacting the stability and health of people.

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Housing Stability For All

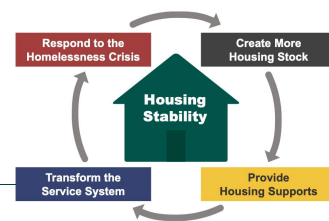


Transform the System Service

- Lead by example.
- A strong Housing Stability Action Plan needs to be managed as a system and engage all sectors and stakeholders.
- There is a need to measure, manage, and respond to the things that change the housing market.

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Housing Stability For All





What are the key enablers of this Plan?

- The success of this Plan requires:
 - The City of London and Municipal Services (e.g., LMCH, HDC etc.) taking a leadership role.
 - All services, sectors, governments, and residents working together to address the rapidly changing and complex housing stability needs in the community.
 - Investment.

Housing Stability Action Plan – Shared Leadership Model



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Are we aligned with other related plans?

The Plan is aligned with:

- The City's Multi-Year Strategy, London Plan, and other related local initiatives.
- Middlesex County - where the City is the Service Manager. It also supports the County's independent "Change Begins with Choice" overall homeless prevention and housing plan.
- The National Housing Strategy and Ontario's related housing plans.



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See Plan page 49 and 50 for related details and plans

2.8



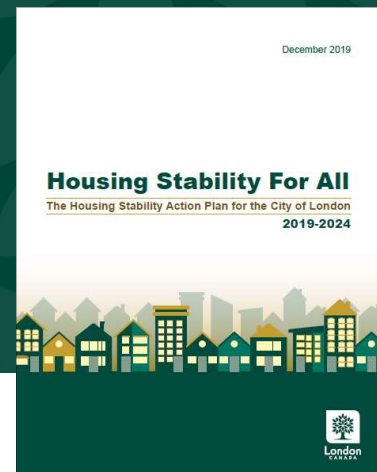
How will this Plan be implemented?

- To deliver on the strategies and actions identified, the implementation framework will build on the key measures identified, as well as outline the priorities, sequencing, and identify the contributors for specific action items.
- The implementation plan will include:
 - An overall governance structure;
 - An overall strategy work plan with established organization leads;
 - Prospective timelines to deliver specific action items;
 - Progress updates; and,
 - Communication and reporting, including measures and achievements to date.

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Thank you




Community and Protective Services Committee

December 3rd, 2019


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HEALYAC Position Statement: Vaping and Student Health




Eleanor Park, Grade 12 Student at A.B. Lucas Secondary School
Aliana Manji, Grade 11 Student at Saint Andre Bossette

WHO ARE WE?



Human Environments Analysis Lab

- Established by Dr. Jason Gilliland in 2003
- Application of CBPR & GIS for public health
- **500** trainees & **100** different community collaborators




Youth Advisory Council

- Established in 2018
- **16** students from secondary schools across London
- Advise HEALab & gain research experience

2

3.1

PROBLEM



The HEALYAC is a Youth Advisory Council (YAC) in London, Ontario, Canada that informs youth-related health research conducted by the human environments analysis laboratory (HEAL). The HEALYAC represents the diverse voices and perspectives of 34 teenagers from across the city.

POSITION STATEMENT: VAPING IN SCHOOLS AND STUDENT HEALTH

We, the HEALYAC, are concerned about the rising prevalence of vaping in our schools. Easy access to these products leaves all high school students, both those who vape and their peers, vulnerable to the uncertain consequences of vaping. The lack of evidence and awareness regarding the health effects of vaping and the impacts of exposure to vaping is a long health issue facing teenagers in Canada; we are calling for additional research, and prompt implementation of government regulation, improved detection and enforcement in schools, and cessation and coping support for youth.

THE PROBLEM

Vaping Enforcement and Exposure

In recent years, vaping products have gained significant traction in Canada (1-2). Vapes, or e-cigarettes, are becoming especially popular amongst teenagers, particularly in school settings (3-4). As members of the HEALYAC, we are not only concerned about our daily involuntary exposure to vaping, but also the distraction that e-cigarette use causes in educational environments. Despite potential consequences, many teens are using vaping products on school property at an alarming rate. This could be attributed to the fact that vaping is largely unregulated and restrictions remain unenforced. The unregulated nature of vaping allows for high school students to vape not only on the property surrounding schools, but also in classrooms, gyms, and bathrooms (3,5). This poses both a distraction and a barrier to learning. We feel that most vaping occurs in areas that are not monitored or have little to no security, including bathrooms. This frequent and unregulated exposure can lead to students feeling pressured by peers to experiment with vaping. Thus, we strongly encourage stricter enforcement in schools to mitigate this issue and reduce the prevalence of vaping in educational settings. Optimizing enforcement and restricting vaping within and around schools would improve adolescent health and foster safe spaces for learning.

Access to Products

The Tobacco and Vaping Products Act regulates the marketing, sale, and use of vaping devices and their associated products in Canada. Legally, only those of majority age (19+) in their province or territory may purchase vaping devices and products. However, teenagers have reported significantly elevated use of nicotine and tobacco products using vaping devices (6-7). In Canada, users report purchasing their devices from traditional retail outlets, which highlights the lack of regulatory enforcement enabling teenagers to easily access vaping products in their community (8). In addition, online sales of vaping products in Canada do not require age verification upon purchase, and only include a loosely enforced guideline for age verification on delivery (9). It is clear the lack of enforcement, and desire to balance regulatory demands, has made it easier for us, and other teenagers, to access vaping devices, and associated nicotine-based products.

Vaping and Mental Health


In our schools, many students experience academic stress and anxiety, and we have noticed that some students are using vaping to cope with these feelings. We are deeply concerned about associated risks with vaping that can lead to nicotine addiction and physical dependence. Those who wish to quit may experience the hardship of withdrawal (10). Exposure to nicotine can lead to reduced impulse control, and cognitive and behavioural problems (9). Youth are especially susceptible to its negative effects, as it is known to alter their brain development and can affect memory and concentration (10). Stress during adolescence is a risk factor for the initiation of nicotine consumption and studies have shown that vaping is a mediator of the decision to start smoking in previously non-smoking adolescents (11, 12). Stress during adolescence may further augment the rewarding properties of nicotine and alter behavioural responses to nicotine later in life. In addition, nicotine addiction can exacerbate symptoms of depression and anxiety (13). Further, given the prevalence of vaping in our schools, we believe that it has not only become a classroom distraction, but has also a new avenue for peer pressure to consume controlled substances.

Lack of Evidence and Awareness Related to Health Impacts of Vaping

There is a lack of scientific evidence available for young people to make informed decisions about vaping. The liquid solution used in vapes contains several ingredients that are potentially harmful and addictive, including nicotine, propylene, and glycol. Vaping devices can also be used to consume marijuana or cannabis products (14). While the long-term consequences of inhaling vaping products are unclear, recent studies provide preliminary evidence related to the health effects of nicotine and tobacco use. For example, studies show that daily e-cigarette use is associated with an elevated risk of heart attack (14), and with regard to youth and adolescents specifically, nicotine use has been found to negatively affect brain development (10,13,14) and lead to tobacco smoking initiation (17). Furthermore, the risk that vaping times may pose to bystanders is unknown. Our concerns are that teens are either unaware of the potential health effects of vaping or that the uncertainty of the evidence around vaping is leading to an assumption that there are no negative consequences.

heal@heal.ca
2019
theheal.ca/yac

RECOMMENDATIONS -from students, for students



The HEALYAC is a Youth Advisory Council (YAC) in London, Ontario, Canada that informs youth-related health research conducted by the human environments analysis laboratory (HEAL). The HEALYAC represents the diverse voices and perspectives of 34 teenagers from across the city.

WARNING IN SCHOOLS AND STUDENT HEALTH

Given the serious consequences that vaping can have on youth's health and wellbeing, we believe immediate action is necessary. As representatives of youth in our community, we propose the following recommendations to address this complex public health issue.

RECOMMENDATIONS

Conduct Longitudinal Research

Although research is limited on the health impacts of vaping, we believe there is enough evidence to justify efforts to prevent the use of vaping products by youth. The long-term safety of inhaling some of the chemicals found in vaping liquid is unknown and should continue to be assessed. Identifying the health impacts of these chemicals, and the differences between adolescents and adults in response to vaping, particularly at measures associated with nicotine addiction and mental health, is critical to creating effective prevention and reduction programs and policies.

Promote Mental Health and Coping Strategies

Vaping is not intended for youth and non-smokers, nor is it an appropriate tool for stress management. Early addiction to nicotine can exacerbate symptoms of depression and alter brain development. Since stress is often cited as a reason to engage in vaping, effective stress management programs that are age appropriate should be created. Conversations with youth should include facts of mental health issues and consequences of nicotine addiction that may arise from vaping. We should have improved access to support and healthier alternatives to vaping to cope with stress and anxiety. Teachers, school administrators, parents, and students should be provided with information on effective vaping prevention and cessation strategies, as well as mental health resources for teens.

Control Access to Products

No one under the age of 19 should be able to access vaping devices and associated products. We recommend that local, provincial, and federal regulations be modified to introduce strict marketing rules, and new safeguards on the online purchase of vaping products.

Local:

Local governments should dedicate resources to the monitoring and inspection of retail outlets selling vaping devices and their products. In addition, the sale of vaping devices and their products should be banned at establishments frequented by youth.

Provincial:

The health curriculum should be modified to discourage vaping and inform students about the negative health effects of using vaping-associated products. The province should work with the federal government to establish a secure electronic identity system to verify the age of online purchasers of vaping products.

Federal:

Government agencies should invest in research to understand the health effects and uptake of vaping among young people, and work with local and provincial governments to ensure enforcement of existing regulations on vaping.

Develop Youth-Oriented Educational Campaigns

Given the overall uncertainty and lack of awareness surrounding vaping, we emphasize that, in addition to policy and government action to restrict vaping, greater efforts should be made to educate students and the wider public about the potential health-related consequences. We feel that the current messaging from the government about the consequences of vaping need to be more youth oriented. We recommend that health education campaigns about vaping be developed with content and messaging relevant to and targeted at youth, and subsequently disseminated through channels and platforms accessed by youth.

Improve Enforcement and Reduce Exposure

We would like to see vaping prohibited on school property. We recommend that education infrastructure is a key area for intervention, specifically in relation to detection, training and awareness, and security.

Detection:

Infrastructure additions, such as vape detection sensors, could reduce the prevalence of vaping in schools and deter teens from vaping on school property.

Training:

Training for teachers and school staff to recognize and detect the presence of vaping on school property could prove to be an effective means for enforcing vaping regulations in schools.

Security:

Additional security and monitoring in educational settings may curb the use of vapes and e-cigarettes. Regular supervision of common areas of vapes, such as areas that have high instances of vaping (e.g., gyms, hallways, classrooms, libraries) is needed.

REFERENCES

1. Hill, T., & ... (2019). ...
2. ...
3. ...
4. ...
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CONCLUSION



THANK YOU

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Tow Truck Operator Licence Business Licence By-law L.131-16

Community and Protective Services Committee
Public Participation Meeting
December 3, 2019

Nicole Musicco – Specialist, Municipal Policy
Development and Compliance Services



History

- **January 2019** - Staff was requested to consult with the industry, law enforcement agencies, London Police Service and Ontario Provincial Police.
- **September 2019** – Community and Protective Services Committee. Information Report on Tow Truck Solicitation at accident scenes.



Background

- Increased concern with tow truck solicitation at motor vehicle accidents.
- Numerous municipalities have licensing by-laws addressing the towing industry.
- Aim to serve and protect the public at motor vehicle accident scenes.



The Highway Traffic Act

Section 171(1) The Highway Traffic Act, includes regulations that prohibit persons from making or conveying an offer of services of a tow truck while that person is within **200 meters** of:

- a) the scene of an accident or apparent accident or;
- b) a vehicle involved in an accident.





Consultation

- London Police Services
- Middlesex London Paramedics
- Ontario Provincial Police (OPP)
- Canadian Automobile Association (CAA)
- Local Tow Truck Industry



Proposed Amendments

New definition:

- Tow Truck Operator: *“means the operator or driver of a Tow Truck”*

Application Requirements:

- business licence application
- valid drivers licence
- police record check
- MTO drivers abstract
- \$130.00 licence fee and \$130 yearly renewal fee.



Proposed Amendments

Prohibitions:

No Tow Truck Operator shall solicit or make or convey an offer of the services of a Tow Truck, within 200 metres of:

- the scene of a Motor Vehicle accident or apparent accident or;
- a Vehicle involved in an accident, on a Highway.



Conclusion

- Industry consultation.
- By-law is enforced by Municipal Law Enforcement Officers and the London Police Service.
- Public safety concern

3.2



Staff contact

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Orest Katolyk

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Development & Compliance Services
okatolyk@london.ca

3.2

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 Tow Truck operator Licence – Business Licence By-law L.131-16

- D. Williams, 519TOW - I, Desmond Williams, was born and raised in London Ontario. I'm a father, community member, taxpayer and small business owner of 519TOW, a local towing company. As well, I am the division holder in our region of NAAAP-TD - North American Auto Accident Pictures Towing Division, which is one of the largest groups in Ontario representing both small and large towing companies and affiliated businesses. NAAAP holds self-regulating contracts for the motoring public. Also, we're involved in the Ontario government meetings for both of – we were involved, sorry – rewriting the CVOR (Commercial Vehicle Operator's Registration), giving the towing industry our own definition under the CVOR. Due to letters of protocol from the Ontario Provincial Police headquarters regional commander, due to these documents, it allows the towing industry to operate as an essential service, allowing us to supersede municipal by-laws in order to keep the highways moving freely and the motoring public safe, as well as lessening productivity loss for businesses via freedom of transportation. The CVOR and the Highway Traffic Act supersede any municipal by-law. These Acts already have this rule in place, the 200 meter solicitation law – although we did not mention in the presentation that section 2B of 171 of the Highway Traffic Act states: "...unless, if there is not a sufficient number of tow trucks already at the accident scene to deal with all vehicles that appear to require the service of a tow truck." Essentially, this means that if there are not a sufficient amount of tows per vehicle involved at the scene of a collision, then any tow vehicle that has a valid CVOR registration is allowed to stop and solicit services at said collision scene. So, in turn, the suggestion that states that the 200 meter restriction by-law for tows helps to protect the public is very misleading, in fact. It would be an extreme hazard to public safety to have more accident victims' vehicles blocking the flow of traffic on the road for longer periods of time. This law restricts tows which have beacon lights, flares and pylons, which are all tools to alert motorists to slow down, move over and avoid the collision scene. From stopping to assist the motorists involved in a collision in an emergency situation, this further puts motorists' safety at risk of being involved in an additional MVC (motor vehicle collision), or of the persons in the area experiencing a personal injury, several bodily harm, or possibly death. Not to mention the impeding of traffic and productivity loss via transportation of goods and services for all industries. Exempting a police-contracted towing company from the 200 meter by-law restriction is in violation of the Competitions Act, and it is also anti-small business and anti-free trade. It also defaults the destruction of our point of sale as smaller towing companies than the larger. Smaller companies attend accident scenes frequently to offer our services - so does the police-contracted towing company, both without being called by the police first. Some call this practice 'chasing'. Others deem this simply solicitation of an essential service, towing. The law will allow a police-contracted company, which already dominates 100% of the police towing calls, to in effect continue to "chase", quote unquote, or solicit their business which they currently do every day in competition with the rest of us, while restricting every other company from doing so, in turn resulting in hefty fines as a penalty for soliciting our essential service, but exempting the contracted company from such penalties or rules. The London police do not attend a large portion of collision scenes, and only fire department or EMS or tow trucks are attending often times. Police, through 9-1-1 communications, direct motorists to arrange for a towing service transportation to a collision reporting center. So how, then, is the City going to restrict tow trucks from attending collision scenes while still allowing the police-contracted company to attend this. This is instigating a towing monopoly and restricting trade in our industry; not to mention, most importantly, it's breaking the Competitions Act, which states: "Anyone who arranges, agrees, conspires, or is involved

- in a conspiracy to lessen or unduly take away transportation storage or any supply of product or insurance is guilty of an indictable offense of 5 years imprisonment, up to \$10,000,000 fine, or both. Although committee suggests that they consulted with the local towing industry, however, that only took place in a private meeting with the police-contracted towing company, and another very short meeting with only certain companies included. The London Police Service is an agency of the municipality, so this directly correlates with the by-law implementing rules, although committee has stated otherwise. By suggesting to license only the tow truck operators and drivers and not the towing vehicles and equipment registered under the towing business, you are providing the stakeholders with less of a level playing field and justification for the licensing expenses. Also, you are not protecting the motoring public from uncapped rates and unfair business practices unless the committee is admitting that they're required to follow Section 50 of the Municipal Act, stating that the City or Township does not establish a system of permits for motor vehicles or trailers, those terms are defined under the Highway Traffic Act and the CVOR as part of the Highway Traffic Act and, also, governing body of the towing industry. We are formally requesting that the City Council delay licensing or making of decisions regarding the towing industry until more meetings are arranged to consult with the towing industry stakeholders to create a 'tow truck advisory committee' for the purpose of assisting Council in the development of proper, safe and fair towing by-laws. Thank you, thank you Council.
- D. Ross, Ross Towing - Good afternoon. My name is David Ross and I would like to address the Mayor and the members of Council on the very important topic of incident management and consumer protection in regards to towing. The City of London has grown at a steady pace and I have seen many changes over the last fifty four years, and feel it is imperative that towing storage be monitored and regulated. The motoring public at the scene of an accident are in a vulnerable state - often distraught, hurt and confused and need assistance. They are being preyed upon by accident chasers who are out to make a lot of money. Consumers are being taken advantage of financially with excessive towing and storage charges and unregulated pricing. Our office has received numerous calls and complaints from local body shops and insurance companies regarding our stow bills. The issue of wreck chasing and industry infighting is not unique to London, and concerns that go with it are now reaching alarming levels. In the last year alone, two operators in Toronto have been shot and killed, multiple drivers have been stabbed, and this is all in regards to chasing. 3 weeks ago, two tow truck drivers in the Kitchen area had their tow trucks impounded for racing down a sidewalk in a race to the accident scene. These are just some of the examples that accident chasers behave, and now these tow trucks are operating in London this way. These concerns are emblematic of an industry that is in turmoil, and something must be done to protect the motorist and the consumer. I usually the Council to pass the by-law before us immediately in the interest of consumer safety and public service. Thank you for your time. Now, I do have a small clip here - we actually have several - of situations that happen. In Toronto, it's 'the fastest truck there gets it' - that's the way they work. So if there's a two car accident, you could have seven tow trucks show up at the same accident; that's very common. I'm going to show you a clip of something that happened to one of our operators. Now, in our trucks we have cameras going forward and backwards, and every truck that works for the City, for the consumers' protection. So if we could have someone show us the little clip here, I'll show you know what happens. What you have is a truck overtaking us, passing us. That is a tow truck that tours the city and does quite a few calls. What you need to notice is a stop sign he never even thought about stopping at, just to get ahead to the accident scene. This is a common practice. Now, we're just lucky nobody was coming through the intersection. In Ottawa, this particular same situation happened. The tow truck operator just got two and a half years in prison last month for hitting a car doing the same thing like this. My little speech said, "In Waterloo, they'll drive down the sidewalks to

get to the accident first". There's a great difference between the monetary value of the city contract than what we pay for these bills here. The city contract - it's \$175.00 to pick a car up and take it somewhere. That isn't the case here, and what you're hearing about chasers. Okay, I'll leave you with those thoughts. Anybody has any questions, please feel free to contact me.

- R. Caranci - Thank you for allowing me to come back again, and at the end I just want a minute to discuss another issue, just very briefly - an invitation. Anyways, Mr. Chair thank you for having me here. I honestly did not want to be here, but I was called this past weekend to deal with this particular issue from Clark's and Sturdy's Towing, Low-Price Towing, and James Patrick Towing - I'm here representing them. I just want to say that I spoke to these gentlemen and heard their story, and I felt very compelled to be here. I guess I want to lay out very quickly – the fact that it was said at the beginning of this meeting 'we don't want to talk or we can't talk about the police contract' – well the reason we're here is because of that police contract, and I'll explain to you. The statement was just made by our friend, Mr. Ross, that the industry is in turmoil, and the reason the industry is in turmoil is because that police contract. When you take away a very large portion of the pie for towing in the City of London and put it to one particular operator, it cuts the pie for everybody else. The reason you have the chasers that are out there today is because the pies has gotten so small that in order for them to survive, they need to get to where they have to go to make money to make a living. I want to make it very clear that the regulating of the industry I don't think we're totally against, and I think in your case, Councillor Lewis, I think it's been a good thing that you want to make it safer for everybody, you want to protect people, and I think everybody in this audience would tell you that they're very happy to be a part of that, so they'd like to do that. But, again, getting back to why we're here and that police contract – it has probably been said and believed here that police don't point people to a certain contractor, but they do. And just one case in particular – Mr. Ibrahim here, whose mother was involved in a very large accident in August, and during that time she asked the police officer at the location - her car was written off and her son was there also with her - and she asked the police officer that she'd like to call her son-in-law to get the car towed, and it was stated very clearly to her that she could not use her son, that she had to use a certain towing company in town, which will remain nameless, but is that same towing company that has a contract with the police. So, we also have other incidents - and again, I know that there are people here, I know two of you, I know Councillor Hillier, speaking to you you've had some bad experiences with towing companies - we understand that there's bad apples in every industry, I think everybody here is of the opinion they'd like to get rid of those bad apples and don't want them to be a part of this industry. Having said that, there are many stories - numerous stories – that can be told from the police and what they do (and we're not here to pick on the police), it's just we don't understand how the city sits here every year - I went through ten times around that horseshoe, talking about the police budget and how they allocate their money, how we suggest they allocate their money because you give them \$100,000,000 every year to run the police services in the city - of which they do a fine job - but you can suggest to them that this is an issue that should not be. If the majority of Londoners heard that one particular company is being given a contract to tow cars and the police do their best to tell people to use that company, that's wrong. That's inherently wrong, I think everybody around this horseshoe and in the City of London would agree with that, and that's why you have what's happened today. That's why you have the chasers out there because they're trying to make a living. They have families, they have homes, they have households to keep, they have equipment to replace. They want to do a job to help people, they don't want to do a job just to get rich – because, really, you don't get rich in this business. You do what you can to afford your family a good living and that's what they want to do. So again, with what we're trying to say here - and I know, Councillor, that in speaking to you and I know everybody around

here, because I hated doing it too - but the deferral, everybody's averse to that. I wouldn't like you to do that, but it behooves you to get the information from London Police Service as to how they're going to proceed in the future. I believe the contract is up at the end of this year, and I believe they have a one year option to go forward. But that contract is what has caused and what has made the issue more acute over the past term of that contract, that's what's made it worse. So, again, on behalf of those who are here - they want to make a living, they want to help people in their community and in the City of London, they're not here to make a killing. They're here to help people. And what is being said here - I mean, you have examples of what's happening in other cities, you had one example of London - we have examples too, we actually have a tape of a police officer saying that he's been told by his supervisors to use one particular person in the City of London.

- M. McDonald - Thank you, Councillor. For the record, my name is Mitch McDonald. So, here in London I am what is considered a young operator. I am 25 years old, and I've been in this industry now for three years. I started in what is Waterloo regional, which is governed by the Tri-cities and Waterloo regional police, as well as the OPP. During that time, the Waterloo regional area does in fact have a by-law on it, but their by-law states that they are required to have a zoning license in regards to the city. Both Kitchener- Waterloo and Guelph - that zoning area requires each truck to have a zone number in order for them to work in that specific area. If that truck does not have that specific number, they're required to leave that area in regards to Waterloo regional police service and the O. P. P. for highway 70 along the North end. Now, in London, Ontario - learning the business, again, at a very young age - I've learned that people here do not have that choice that Council has been speaking about. A prime example - I met a young lady here a couple years ago living in London as a college student. That lady called me November 2nd -she was involved in a very large accident on Richmond and Fanshawe - a very busy corner with Masonville Mall right there. She informed me over the phone that she requested for me to tow her vehicle, and informed me that four other vehicles were involved in the accident. Now, running a small business, myself along with Mr. Williams - I'd advised my other drivers that there is an accident here and that we've been requested to be at the scene by the owners of the vehicle. Upon arriving at that scene, we waited five and a half hours, blocking three lanes of traffic and only allowing one open in a major corridor of the city. At Fires' request to myself, they had asked me to block traffic close to the accident - that way no further accidents occurred. During this time in the matter of the five and a half hours that we waited for police, multiple accidents could have occurred because of the fact of drivers not paying attention to amber lights, our reflective equipment, as well as pylons and flares. Our own personal equipment that we pay for was damaged in that incident from drivers not paying attention and running our equipment over. In regards to this incident - when police did arrive, the first officer we spoke with took down our company information, took down the drivers' information as they're required to do. Not even thirty seconds later, another officer arrived and demanded that we leave and told the customers or the people involved in the accident that they were being forced to take the company - to take the police contract - and that if we did not leave we would be arrested for obstruction of justice, for blocking lanes (that we were asked to by fire) and for solicitation of services, even though the lady in question that told me about the accident originally had specifically called my personal number - not even our business number - had called my personal number and asked for my service. So, in regard to this new by- law - the two hundred meters? Okay, fine - people want to keep their distance, they're going through a traumatic event. But why should one specific company not adhere to that by-law, be allowed to pass by, still solicit service, and then go about their day? As a small business company, we work - I myself put in 18-20 hours a day, six to seven days a week. I have three kids at home, so that's the last thing I want to do - 18-20 hours a day of work. But in order to do that -

in order to cover our overhead and my personal overhead as well as business overhead - that is what I have to do. It is a choice that, yes, I make myself as a business partner and as a professional, but it is something that needs to be done because of the unfair advantages in regards to the contract as well as personal services. Even, for example, this was brought up by a couple of Council members in regards to personal services - if you break down or your vehicle catches fire, if a police officer attends that because you're blocking a live lane or whatever, they will still insist on their police designated contract, even though you have the right to call CAA or your local company. So, in regards to those Councillors to asking about that – why should that officer or officers be allowed to even contract on a basic personal service such as a tire change or boost, have them force the customer in this circumstance to the police designated service. Why should they be pushed towards that designated service by the police, even though it could be something, again, that Councillors brought specifically in regards to a boost or a flat tire. Thank you.

- C. Jalnas - Good afternoon. My name is Charlie Jalnas, I operate a business in the central core - Specialized Recycling Inc. at 561 Horton Street East. It's our family business, and I'm wondering if Council's aware or staff are aware in drafting this by-law, that, I mean - as a licensed auto-wrecking facility, we tow approximately 2500 cars a year that we purchase, and we're not dealing...they're entirely our vehicles. And looking at this by-law, it would capture our drivers that operate tow equipment for our company, towing our vehicles. We're already highly regulated by the city; in fact, we have a salvage yard license which requires police checks, clearances, a Class C garage license issued by the Ministry of Transportation to buy and wreck vehicles, our environmental activity sector registry from the Ministry of Environment. So, yeah, it's duplicative. And looking at the definition of 'tow truck' as proposed in this by-law - it's so broad as to be meaningless. It would capture an individual bringing a wrecked car to a salvage yard on the weekend with a pickup truck and a trailer. So, yeah, in my submission I note that this by-law requires significant reworking. I take no position on chasing accidents, I mean...we're often called upon by citizens who've had the misfortune of their car being stolen or in an accident to dispose of and recycle their vehicles. And I'm struck by - I was thinking about it today – it was probably three years ago we dealt with a citizen, and I believe the man was from Victoria, British Columbia whose son was nearly killed on the tracks at Saint George Street in a small Honda, and he paid well into the four figures to the company that had the towing contract for the City. This man felt abused coming to our city; that's a black eye on our city in my opinion. When somebody comes here and has a tragic event like that, it leaves an impression – just putting that out there. But I would ask Council to consider that, you know, the reach of this proposed by-law is definitely overbroad and regulates activities that are already highly regulated. And consider, perhaps, exempting holders of Class C garage licenses, for example, that tow their own vehicles from the licensing requirement because we're already licensed. So, thank you.
- F. Ibrahim, Low Price Towing - I've been in the towing business for more than 18 years. I start with one tow truck company, I used to even work with a London police as a member of London Towing Associations. We used to have a rotation, everybody shared the pie, everybody happy. I'm not against our London police department; I am with them 100% from the top to the bottom with all my respect to them. But what's happening - there's one tow truck company didn't follow the London rules. This doesn't mean we should be all brushed as a professional with the same brush. We are a taxpayer, we pay. Myself, personally, I have over 7 properties. I pay enough taxes for our City Hall. I don't deserve to get kicked out from an accident scene. There is no problem, in my opinion, that if I see an accident to stop and ask ladies or gentlemen, "Hi ma'am, hi sir - do you guys need a service"? If you say 'yes please, we need a tow truck' – no problem, that's my card I will wait for the police. If they say 'no we already called for a tow truck company', I have to leave no problem. I respect that. But that doesn't mean the city...they are

- using one excuse for one person and he's been charged, and you guys put it in the website. He is responsible for himself; we're not responsible for him. What example if a police officer give a speeding ticket for a person in the city of London - does this police officer should write a ticket to every citizen? No - same thing with us. I believe the new by-law - it's not going to favor only one tow truck company. And I believe this person, the one who complained to you before and he got the contract, he is the same person he complained to you again at the police department and trying to push that new by-law by our Councillor, Shawn Lewis. I really respect our Councillor, Shawn Lewis, and I do understand that he's trying to do his best to the best interest of the citizen, but I believe you have wrong information. I believe always with all my respect to the best thing to hear both sides of the story. I believe the best thing to do - that we have a rotation and everybody called. Who's next on the list? Example - my company, I go pick up my accident, move on to the other. We are a family; I have 12 tow trucks, I have a compound, I have all the requirement, I am zoned by your city hall. Now, with this new by-law, I will be out of business. I have 6 drivers. Other tow truck operator here, they do have more even than me. There are some tow truck company like Clark Services and Sturdy's, they are in the towing business for - I'm 42 years old, I have two kids - they've been in the towing business for more before I was even born. I believe by you guys doing this and not fixing the rotation situations here, you guys favoring one tow truck company against the other. I am against any monopoly, any corruption, whatsoever, even if I was the person who had that contract with you. This is...it shouldn't be like that. Let me explain to you - my mother in law, I pay the down payment for her Audi. I go and pay because she's the babysitter of my kids. She was Involved in an accident - Wonderland and Viscount at the corners. She's an old, 75 years old - she's injured, she's in pain, she told the police officer "I need my son-in-law". I'm married her daughter for 20 years, I deserve to have the services. He said "no, you sit there - we have to go with a contract, the contracts has to go with this company". And guess what - they got the car, I didn't get the car. I can show you the invoice and I don't know if I'm allowed to do that -there is an over \$1500. She's my sister in-law; I don't deserve to get kicked out until I don't have the opportunity to tow a vehicle that I even pay the down payment from. It shouldn't be like that, it shouldn't be like that, you know. It's ridiculous, it's ridiculous. You guys should put a rotation - everybody share the pie, everybody follow the law and rules. We all respect the law and the rules. If one tow truck company did not follow the law and rules, he is the problem, he is the trouble that our police department can deal with it. Let me explain to you - there is an accident happened, there's 5 firefighter and of course their boss. That's six minimum \$40 an hour, costing the taxpayer and the city. More than 2 hours waiting - that's \$600. After that, officer come tell me "You know what? You leave now I will charge you with obstruction, I will charge with obstructing a police officer". To be honest with you, I scared the way my mother in-law scared. Police officer, uniform, gun - I don't need to burn bridges between me and the police department. But I believe that by you guys doing and passing the new by-law, you're the one who is burning bridges and making and creating problem between other issues.
- D. Cameron, Sturdy's and Clark's Services – Going to just point out a couple things that we've been in the industry, my father here Clark, well over forty years we took over the company has been here for seventy years we believe that the system isn't fair. I don't want to discuss too much of the actual system but the system isn't fair and all we're doing is keeping band aids the problem. You fix the original problem everyone can be happy the other thing is it the with the requests were not even getting the request we're getting told that the that they have to use the other the preferred company they had no choice I had friends of mine call me I came told them they're telling the police are telling them you have to use this company no choice. They're forcing them to use that company and charge a lot more money had friend's vehicles get stolen. The definition of this accident would you classify an accident, guy goes in a ditch, no damage to the vehicle. Pull them out of

the ditch, they drive away. Is that an accident? Stolen vehicle, that's not an accident but it's all going to one company. I had friends got a vehicle stolen. They had no theft insurance. They got a bill for six hundred dollars on a vehicle that's junk they had to pay the bill they took it out and they scrapped it. That's not right, he's very upset. I've known this guy for probably about ten years. I had a little incident on October 3. A customer of ours called us to the tow their vehicle, pull them out of the ditch and tow their vehicle. I showed up on scene, police weren't there. We waited. I call the police 911, I said are you guys sending somebody out, they said we are, pardon me but who are you? I explained to them I'm from Sturdy's towing I got called here they said well you won't be doing the call anyway. I said pardon me? We don't use you anyway we use another company. I said well, the fact is the customer uses us and per contract rule a request takes over what the contract does. They said well, we aren't going be using you I said well you will be because I will be here when the officer gets here. The dispatcher says we'll see and we hung up. Officer shows up the officer did let me take it. Well that's the problem I'm getting from the 911 dispatch. How do they know that? It was a simple request, I was there before the officer even got there and I got a hard time by 911 dispatch. That makes not even want to call 911 dispatch because I'm just going to get in a fight I mean get bothered, we get hassled every time we see an accident. We don't chase we have an extensive customer base with companies, big companies and small companies, we do a lot of work. We have 19 trucks, bunch of trailers, bunch of equipment. We just want a piece of the pie, that's all were asking for fair treatment. We've been in this business long enough we can do anything out there. We just want piece of the pie fair treatment that's all I ask for. Thank you.

- M. Mastorovich, 591 Talbot Street – I work at a call centre, kind of like CAA. I see a lot of these invoices come through, customers who had a first responder come out. It's very very rare we get these extreme case scenarios that I think, Councillor Lewis, you experienced. It does happen, but I see a lot of these invoices that customers are submitting for reimbursement and they are usually pretty fair rates. We're talking about worst case scenarios that don't come up very often. There was a comment about the police record check, your scenario where you've got a guy who has been doing it for decades, doing a great job, but, I don't know, he got in a bar fight when he was nineteen. Will this police record check, it wasn't clear, is that going to be a, you need a full pass or a hard fail? Or could there be forgiveness for minor offenses that happened after a certain amount of time has lapsed? I think that should be considered. I know we're not here to talk about the police contract, but it comes up, and one of the reasons it's there is for you guys to meet these goals you're talking about, improving safety, better response times and protecting consumers. I don't know if anyone has looked at the model in Montreal. They have exclusive towing contract for specific stretches of highway. We don't need to talk about highways, but it's about spitting up the pie, it's about making sure that a large geographical area has rapid response times and that the police services know who they can reach out to. We've talked about this scenario on-scene when, it's a safety issue that there are vehicles blocking the roadway and police are on-scene, and, to some extent, we're at the mercy of the level of urgency of the situation and whether the police officer will say, "I don't care who gets this, I just need this car moved" or it's safe enough to wait for the auto club that the motorist called. I think there might need to be something in writing about how to assess the level or urgency, what the criteria might be to decide if the police are going to take someone who is already on-scene or if they are going to allow the consumer their choice. Thank you.
- C. Cameron, Sturdy's and Clark's Services - I've been in this city for more 50 years now. I'm the owner of Clarke's Services and Sturdy's Services. I've been towing cars in this city before a lot of you people were born in this city. I have a lot of friends in this industry and I encourage you guys to not pass this by-law because there's only one person in this room who's going

- to benefit from it and the rest are going to hurt from it. You can make a very rich man richer while we all do fifty dollar calls. This man does three and four and thousand dollar calls we have to do six to eight calls to be equivalent to one of his calls and it's just not fair. I did a two car accident on Sunday, I come out of the Metro at Baseline Road and they're getting out of the cars in front of me. The guy got out of the car and I said do you want me to tow your car and he said sure he said who are you and say you're Clarke and I said I'm Clarke and he said you guys have been around forever sure go ahead no problem here's my keys. Do I have hang around? No, Sir. Here's my business card you go down you leave I'll take the car to the reporting center it'll go through the process it'll go to a locked compound where it's safe and I will not over charge you. I will charge you the same rate as the contractor. He came back the next day the bill was about two hundred forty dollars for a tow to the reporting centre back in the compound overnight storage and one day storage. Some of these bills that we get from the people that are chasing I realize there's a chasing problem in the city there's a huge chasing problem when I drive by an action scene I see two of the trucks from the contracting company and two from other people, four tow trucks to tow maybe one car that's wrong and the biggest perpetrator of this chasing is the person that has the contract. I don't have an apt to follow chasing. I had I don't have the knowledge to know about it I frown on scammers if you have to resort to that to get an income in the city it's pretty bad but the biggest perpetrator uses these apps he's got trucks all over the city and what's frustrating to me is when there's drivers out of the car and they say it's the law you have to use our service and that is so wrong to the individual who doesn't know because the people in London people all over Ontario know who has a contract they don't understand why one person has this contract and it's very frustrating he can charge whatever he wants and for those drivers to say you have to use our service is wrong. If the guy goes in a snow bank calls us we get there before Ross gets there before the police get there we try to get seventy-five to a hundred dollars to get them out of the ditch. If the police show up before we get there they insist you have to use Ross and you face a minimum \$200 bill. This is not right you're insulting the people of London. What about the visitors when they come here for any event can you go to a concert to a to a hockey game in fact they don't know the procedure the police shows up you have to use who we use. What do you mean okay I'll go along with it because they just don't know this is where this company gains on that because the people don't know we have to educate people. We have rights the consumer has rights to call who they want this is what's frustrating to me I have a lot of friends who say you don't want to use my service. We have a lot of trucks we do a good job in the city, of servicing the public we have a very large volume base who do not under any circumstances unless we just can't get there use the other guy, they'll use our service. They hate the other guy strong word I'm sorry Mr. Mayor I voted for you. I'm very happy you're in this position and I hope that you guys all use meditation to not favor one company because that one company's going to benefit from it while we all pay for it that's wrong.
- Tom Whitward - First of all I we want thank the council for hearing our side of the story for a change instead of it always being one sided. That's my opinion I don't know how the other guys feel I've been in the towing business and I worked for Mister Ross for twenty five years. I think the rotation should go back. The rotation had its flaws hundred percent we all had issues could it been tweaked yes a 100 percent. I was the president along with Clark for few years on the rotation and we asked for input from the police department from the police services board from Tom O'Brien who was looking after it at the time. We weren't asking to be policed by the police we were asking for help on how to curb the chasing problem. We got nowhere with them and now the rest of us are paying for it. We think it should go back to the way it. We all want a piece of the pie that's it we want to be treated fair we work our butt off pardon me through the night and day to service the people of the city. My question is to Nicole, what is this by-law or this licensing what is that going to give us what does it do for the tow operators here in the city.

Does that give us the right to do police work again or is that just for garage calls or people off the street no clarification so what is it what is this piece of paper going to give us. You want to fix the problem in the industry we need to be trained we need to be trained to arrive on accident scenes and know as a professional that when the police officer asks us to roll that car over that we're doing the best we can. I want to know of any tow truck operator here other than myself is trained can I the service contractor provide that information to council to the rest of us. I've been through the Wreckmaster training I think Dwayne may be is another one. My question is how many of the preferred contractors operators are certified. That's a question. Can you answer that? But training is the only way the if you're going to make the profession better is it be like going to school to be a certified tow truck operator. Nobody has that here. That's what we need we don't need a piece of paper we need to be trained to serve the public to serve the fire department and the police department in EMS and to be part of their team as well. There's a lot of cross training in the US where towing companies go in and help do mock up situations of rollovers with tankers and stuff we don't do any cross training here in the city with our fire department, with our police department, with our EMS. One of these days there is going to be a wreckfest out on the 401 or in the city we're not prepared nobody is prepared for that without proper training. Training is what this industry needs doesn't need a piece of paper saying you're tow truck driver that would be like saying because you're on council you're a professional Councillor or a professional politician show me your credentials show me a piece of paper that says you're a professional councilman or professional mayor. We have to be trained for the situations we are no different than a doctor or a lawyer we are the first line responders. It's about damn time we start acting like it.

- D. Fildy - I help out with some of the small companies here in London. Being 25 years old and getting into this industry I've seen both sides of this whole entire of towing. I just, for me I think everybody should be equal in the city, just not with one company. All these people in here who are tow truck operators have busted their butts have owned their own company for years and I feel that a lot of them are not treated equally fair as well with the public I know that when I had been out in my own car with my own family and we've either been driving or walking and we've seen an accident and we've seen a tow truck on scene and asking the person if they need help and they say yes and then all of a sudden the London police show up and there's no contract company on scene and they get out and say oh you can't take them there's a contract company coming. How is that fair? How is that fair to everybody who has the right to their own company? So, for me getting into this industry and everything else, I think everybody should be treated equally, that everybody has a right to have their own companies and help out the public and I don't feel that only one company alone is going to help this whole entire city. Thank you.

Corporate Services Committee

Report

1st Meeting of the Corporate Services Committee
December 3, 2019

PRESENT: Councillors A. Kayabaga (Chair), M. van Holst, J. Helmer, J. Morgan, A. Hopkins, Mayor E. Holder

ALSO PRESENT: Councillor S. Lewis; M. Hayward, A.L. Barbon, I. Collins, B. Coxhead, K. Dawtrey, M. Galczynski, A. Hagan, L. Livingstone, A. Macpherson, D. Munteer, K. Murray, D. O'Brien, C. Saunders, J. Taylor, B. Warner and B. Westlake-Power

The meeting is called to order at 12:31 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice-Chair for the term ending November 30, 2020

Moved by: J. Morgan

Seconded by: E. Holder

That Councillor M. van Holst BE ELECTED Vice-Chair of the Corporate Services Committee for the term ending November 30, 2020.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

2. Consent

Moved by: A. Hopkins

Seconded by: J. Morgan

That items 2.1 to 2.3, BE APPROVED.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

2.1 Authorization for Temporary Borrowing

Moved by: A. Hopkins

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated December 3, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on December 10, 2019, to authorize the Treasurer or Deputy Treasurer to borrow certain sums to meet current expenditures of The Corporation of the City of London for the year 2020.

Motion Passed

2.2 Respectful Workplace Policy

Moved by: A. Hopkins

Seconded by: J. Morgan

That, on the recommendation of the City Manager and the Acting Director of Human Resources, the proposed by-law appended to the staff report dated December 3, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to repeal Council Policy By-Law No. CPOL.-155-407, as amended by By-law No. CPOL.-155(a)-384, being "Workplace Harassment and Discrimination Prevention Policy" and replace it with a new Council policy entitled "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)".

Motion Passed

2.3 Declare Surplus - Portion of City-Owned Land - 65 Brisbin Street Abutting South Side of 81 Brisbin Street

Moved by: A. Hopkins

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to a portion of City-owned land at 65 Brisbin Street, abutting the south side of 81 Brisbin Street, described as Part 2, Lot 94, Plan 484 C, containing an area of approximately 805 square feet, as shown on Schedule "A" of the staff report dated December 3, 2019, the following actions be taken:

a) the subject property BE DECLARED SURPLUS; and

b) the subject property ("Surplus Lands") BE TRANSFERRED to the abutting property owner at 81 Brisbin Street, in accordance with the City's Sale and Other Disposition of Land Policy.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Issuance of Proclamations Policy

Moved by: J. Helmer

Seconded by: A. Kayabaga

That the Civic Administration BE DIRECTED to bring forward a report to the Corporate Services Committee meeting to be held on January 6, 2020, with a revised draft proclamation policy that is similar to the policy of the City of Toronto and that would provide for the authority for municipal proclamations to be delegated.

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

Nays: (1): M. van Holst

Motion Passed (5 to 1)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: M. van Holst

Seconded by: A. Hopkins

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

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

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

4.2 Labour Relations/Employee Negotiations/Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation.

4.3 Solicitor-Client Privileged Advice

A matter pertaining advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

The Corporate Services Committee convenes, In Closed Session, from 12:38 PM to 1:24 PM.

7. Adjournment

The meeting adjourned at 2:16 PM.

Planning and Environment Committee

Report

The 1st Meeting of the Planning and Environment Committee
December 2, 2019

PRESENT: Councillor M. Cassidy (Chair), J. Helmer, A. Hopkins, S. Turner,
A. Kayabaga, Mayor E. Holder

ALSO PRESENT: J. Adema, G. Barrett, M. Campbell, S. Chambers, B. Debbert, M.
Elmadhoon, M. Feldberg, J.M. Fleming, G. Kotsifas, C. Lowery,
H. Lysynski, T. Macbeth, J. MacKay, H. McNeely, L. Mottram, B.
O'Hagan, P. Kokkoros, C. Parker, M. Pease, L. Pompilii, A.
Riley, C. Saunders, J. Smolarek, J. Taylor, M. Tomazincic, M.
Vivian and P. Yeoman

The meeting was called to order at 4:01 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 30, 2020

Moved by: J. Helmer

Seconded by: A. Hopkins

That Councillor S. Turner BE ELECTED Vice Chair of the Planning and
Environment Committee for the term ending November 30, 2020.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga,
and E. Holder

Motion Passed (6 to 0)

2. Consent

Moved by: E. Holder

Seconded by: J. Helmer

That Items 2.1 to 2.3, 2.5 to 2.12, inclusive, BE APPROVED.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E.
Holder

Motion Passed (6 to 0)

2.1 3rd Report of the Agricultural Advisory Committee

Moved by: E. Holder

Seconded by: J. Helmer

That, the following actions be taken with respect to the 3rd Report of the
Agricultural Advisory Committee, from its meeting held on November 20,
2019:

a) A. Riley, Senior Planner, BE ADVISED that the Agricultural Advisory Committee supports the Revised Application for an Official Plan and Zoning By-law Amendment for the properties located at 2555-2591 Bradley Avenue, as presented, as it supports the agricultural industry in the surrounding area; it being noted that the Notice of Planning Application, dated October 2, 2019, from A. Riley, Senior Planner, with respect to this matter, was received;

b) C. Parker, Senior Planner, BE ADVISED that the Agricultural Advisory Committee supports the proposed Zoning By-law Amendment with respect to the property located at 21 Norlan Avenue, as presented in the Public Meeting Notice dated November 13, 2019, from C. Parker, Senior Planner; and,

c) clauses 1.1, 2.1, 3.1, 3.3, 3.4, 5.1 to 5.4, inclusive, BE RECEIVED for information.

Motion Passed

2.2 12th Report of the Environmental and Ecological Planning Advisory Committee

Moved by: E. Holder

Seconded by: J. Helmer

That, the following 12th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on November 21, 2019:

a) a Working Group BE ESTABLISHED consisting of S. Levin and S. Hall with respect to environmental considerations relating to studies and reports; it being noted that the Environmental and Ecological Planning Advisory Committee reviewed and received a Municipal Council resolution adopted at its meeting held on November 12, 2019, with respect to these matters;

b) the following actions be taken with respect to the Byron Gravel Pit Subject Land Status Report:

i) the Working Group comments relating to the Byron Gravel Pit Subject Land Status Report BE FORWARDED to the Civic Administration for consideration; and,

ii) the Civic Administration BE REQUESTED to consider opportunities for retention of part or all unique landscapes, in particular, bank swallow habitat during the development of the Secondary Plan;

c) the Working Group comments with respect to the Environmental Management Guidelines BE FORWARDED to the Civic Administration for consideration;

d) B. Samuels and L. Grieves BE APPOINTED to the Bird Friendly Guidelines Working Group as the representative and alternate, respectively;

e) a Working Group BE ESTABLISHED consisting of I. Whiteside (lead), C. Dyck, P. Ferguson and B. Krichker, with respect to the Subject Lands Status Report for the Kilally South, East Basin Stormwater Servicing and to report back at the January 16, 2020 Environmental and Ecological Planning Advisory Committee meeting; and,

f) clauses 1.1, 2.1, 3.1 to 3.4, inclusive, 3.6 and 5.3 BE RECEIVED for information.

Motion Passed

2.3 White Oak-Dingman Secondary Plan Update (O-8844)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Managing Director, City Planning and City Planner, the staff report dated December 2, 2019 entitled "White Oak-Dingman Secondary Plan Update" BE RECEIVED for information. (2019-D09)

Motion Passed

2.5 Claybar Subdivision Phase 3 - Disposition of School Site - 2830, 2846 and 2870 Tokala Trail 39T-04503

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the applications by Claybar Developments Inc., Calloway Reit (Fox Hollow) and Foxwood Developments (London) Inc., owners of the potential school site located on the north side of Tokala Trail, west of Sedgefield Row, known municipally as 2830, 2846 and 2870 Tokala Trail and legally described as Block 204 on Plan 33M-676, Part 20 on 33R-17347 and Block 99 on Plan 33M-685 BE ADVISED that The Corporation of the City of London has no interest in acquiring the said property for municipal purposes. (2019-D09)

Motion Passed

2.6 Application - 3425 Emily Carr Lane (H-9139)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by 2557727 Ontario Inc., relating to the property located at 3425 Emily Carr Lane (north portion), the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h*h-100*R1-3(7)) Zone and Holding Residential R1 Special Provision (h*h-94*h-100*R1-3(7)) Zone TO a Residential R1 Special Provision (R1-3(7)) Zone and Holding Residential R1 Special Provision (h-94*R1-3(7)) Zone to remove the "h" and "h-100" holding provisions. (2019-D09)

Motion Passed

- 2.7 Application - 600 and 800 Sunningdale Road West - Removal of Holding Provision (H-9135)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by Sunningdale Golf & Country Club Ltd., relating to the properties located at 600 and 800 Sunningdale Road West, the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 (h*R1-9) Zone TO Residential R1 (R1-9) Zone to remove the h holding provision. (2019-D09)

Motion Passed

- 2.8 Application - 1567 and 1571 Hyde Park Road - Removal of Holding Provision h-17 (H-9137)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by S.E.M Construction, relating to the properties located at 1567 and 1571 Hyde Park Road West, the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Business District Commercial (h-17*BDC) Zone TO a Business District Commercial (BDC) Zone to remove the h-17 holding provision. (2019-D09)

Motion Passed

- 2.9 Extension to Exemption of Part Lot Control - 1013, 1133, 1170 and 1250 Meadowlark Ridge (P-8727)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Rembrandt Meadowlilly Inc., to extend the exemption of the following lands from Part Lot Control:

- a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, the proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to extend the exemption of 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as Parts of Blocks 1, 3, 4, and 13 in Registered Plan 33M-603, more particularly described as Parts 1-35 in Plan 33R-20017 in the City of London and County of Middlesex from the Part Lot Control provisions of subsection 50(5) of the said *Act*, for a period not to exceed three (3) years; and,

b) the applicant BE ADVISED that the cost of registration of this by-law is to be borne by the applicant in accordance with City policy. (2019-D09)

Motion Passed

- 2.10 Exemption from Part-Lot Control - 915 and 965 Upperpoint Avenue, Pts of Blocks 134/135, 33M-754 (P-9077)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Ltd., the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to exempt Parts of Blocks 134/135, Plan 33M-754 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O., 1990, c.P.13*, for a period not exceeding three (3) years. (2019-D09)

Motion Passed

- 2.11 Exemption of Part-Lot Control -1031 and 1095 Upperpoint Avenue, Pts of Blocks 132/133, 33M-754 (P-9078)

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Ltd., the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to exempt Parts of Blocks 132/133, Plan 33M-754 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c.P.13*, for a period not exceeding three (3) years. (2019-D09)

Motion Passed

- 2.12 Commissioners Road East Corridor Review

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, no action BE TAKEN with respect to a further City of London review of the Commissioners Road East Corridor Review (between Adelaide Street South and Meadowgate Boulevard) to initiate London Plan and/or zoning by-law amendments. (2019-D09)

Motion Passed

- 2.4 Delegated Authority for Consent

Moved by: J. Helmer
Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, the proposed by-law appended to the staff report dated December 2, 2019, being "A by-law to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-7, as amended" BE INTRODUCED at

the Municipal Council meeting to be held on December 10, 2019. (2019-D13)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 448 Oxford Street East (Z-9104)

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

That, on the recommendation of the Director, Development Services, based on the application by Dr. Riyadh Khamis, relating to the property located at 448 Oxford Street East, the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R3/Office Conversion (R3-1/OC4) Zone TO a Residential R3/Office Conversion Special Provision (R3-1/OC5(_)) Zone;

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

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

- the proposed amendment is consistent with the Provincial Policy Statement, 2014;
- the proposed amendment conforms to the in force policies of the 1989 Official Plan, including but not limited to the Multi-Family Medium Density Residential designation; and,
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the Urban Corridor Place Type. (2019-D09)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga,
and E. Holder

Motion Passed (6 to 0)

3.2 Urban Design Peer Review Panel Terms of Reference Update

Moved by: J. Helmer
Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Terms of Reference for the Urban and Design Peer Review Panel (UDPRP):

- a) the staff report dated December 2, 2019 entitled "Urban Design Peer Review Panel Terms of Reference Update" BE RECEIVED for information;
- b) The Urban Design Peer Review Panel Terms of Reference – December, 2019 appended to the above-noted staff report as Appendix 'A' BE ADOPTED; and,
- c) The Urban Design Peer Review Panel Terms of Reference – April, 2008 appended to the above-noted staff report as Appendix 'B' BE REPEALED;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2019-D09)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga,
and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga,
and E. Holder

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga,
and E. Holder

Motion Passed (6 to 0)

3.3 21 Norlan Avenue (Z-9111)

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

That, on the recommendation of the Managing Director, City Planning and City Planner, based on the application by The Corporation of the City of London, on behalf of Urban Roots London, relating to the property located at 21 Norlan Avenue, the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Open Space (OS1) Zone TO an Open Space Special Provision (OS1 (_)) Zone to permit retail sales of food grown on the property;

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

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

- the recommended amendment to Zoning By-law Z-1 is consistent with the Provincial Policy Statement (2014);
- the recommended amendment to Zoning By-law Z-1 conforms to the 1989 Official Plan, including the policies of the Open Space land use designation and to The London Plan, including the policies of the Green Space Place Type and the policies of the Food Systems chapter and provides for appropriate uses on this site;
- the recommended amendment to Zoning By-law Z-1 will allow sales of agricultural products from small farms located within the Urban Growth Boundary; and,
- the zoning by-law amendment helps implement one of the goals of the Urban Agriculture Strategy to make fresh produce more available to the general public. (2019-D09)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

3.4 943 Fanshawe Park West and 1800 Aldersbrook Gate (Z-9108)

Moved by: S. Turner

Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by Loco Holdings Ltd., relating to a portion of the property located at 943 Fanshawe Park Road West and 1800 Aldersbrook Gate, the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R5 Special Provision/Residential R6 Special Provision/Residential R7 (h*h-71*h-95*h-100*h-108*R5-3(16)/R6-5(28)/R7*H15*D75) Zone, Holding Convenience Commercial (h*h-108*CC5) Zone, Convenience Commercial (CC5) Zone, and Urban Reserve (UR3) Zone TO a Residential R5 Special Provision/Residential R6 Special Provision/Residential R7 (R5-3(__)/R6-5(__)/R7*H15*D75), Residential R5 Special Provision/Residential R6 Special Provision/Residential R7/Convenience Commercial (R5-3(__)/R6-5(__)/R7*H15*D75/CC5) Zone, and a Convenience Commercial (CC5) Zone; it being noted that the Site Plan matters raised during the public participation process relate to building orientation and enhanced landscaping along the public street;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement (2014), which encourages a mix of housing types to provide choice and diversity in housing options;
- the recommended amendment is in conformity with the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation;
- the recommended amendment is in conformity with the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type policies; and,
- the recommended amendment will facilitate the development of a vacant, underutilized parcel of land with a use and density that is appropriate for the site. (2019-D09)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner

Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

3.5 1395 Riverbend Road - Zoning By-law Amendment (Z-9098)

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

That, on the recommendation of the Director, Development Services based on the application of EVE Park London GP Inc. relating to the lands located at 1395 Riverbend Road, described as part of Block 1, Plan 33M-743:

a) the proposed by-law appended to the staff report dated December 2, 2019 BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6 Special Provision (h•h-206•R5-3(18)/R6-5(42)) Zone, a Holding Residential R5/R6 Special Provision/Community Facility Special Provision (h•h-206•R5-3(18)/R6-5(42)/CF1(19) Zone, and an Open Space (OS1) Zone TO a Residential R6 Special Provision (R6-5()) Zone.

b) the Site Plan Approval Authority BE REQUESTED to consider the comments provided for in the 9th Report of the Cycling Committee with respect to the subject application;

it being noted that the following Site Plan matters pertaining to 1395 Riverbend Road, described as part of Block 1, Plan 33M-743, have been raised during the public consultation process: building orientation to public streets, walkway connections to public sidewalks, light pollution, bird friendly development, retaining walls, and fencing along street frontages;

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

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

- the recommended zoning amendment is consistent with the Provincial Policy Statement (PPS), 2014, as it promotes efficient development and land use patterns; accommodates an appropriate range and mix of land uses, housing types, and densities to meet projected needs of current and future residents; and minimizes land consumption and servicing costs;
- the recommended zoning amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies.
- the recommended zoning amendment conforms to the in-force policies of the (1989) Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation and the West Five Specific Area Policies;

- the proposed uses, form, and intensity are considered appropriate and compatible with existing and planned development in the surrounding neighbourhood; and,
- the recommended zoning amendment provides for development that incorporates many sustainable building technologies and systems, and demonstrates advanced innovations in green development. (2019-D09)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: E. Holder

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Turner

Seconded by: A. Kayabaga

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

3.6 1018 and 1028 Gainsborough Road (Z-9079)

Moved by: S. Turner

Seconded by: A. Kayabaga

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Copia Developments relating to the lands located at 1018 and 1028 Gainsborough Road:

- a) the proposed by-law appended to the staff report dated December 2, 2019 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend The London Plan by adding a Specific Policy for the Neighbourhoods Place Type and to add the subject lands to Map 7 – Specific Policy Areas, of The London Plan; and,
- b) the proposed by-law appended to the staff report dated December 2, 2019 as Appendix 'B' BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Business District Commercial (h-17•BDC) Zone TO a Business District Commercial Special Provision (BDC()) Zone; and FROM an Urban Reserve (UR3) Zone TO a Residential R9 Special Provision Bonus (R9-7()•H44•B-) Zone; it being noted that the Bonus Zone shall be enabled through one or more agreements to facilitate the

development of a residential apartment building, with a maximum height of 12 storeys, 182 dwelling units and a maximum density of 392 units per hectare, which generally implements in principle the site concept and elevation plans appended to the staff report dated December 2, 2019 as Schedule “1” to the amending by-law, with further refinements to occur to the orientation of the apartment building and parking area through the site plan approval process, in return for the following facilities, services and matters:

i) Provision of Affordable Housing

The development shall provide for the following:

- A) a total of 18 affordable rental apartment units consisting of 16, one bedroom units and 2, two bedroom units to be provided and located within Building “B”;
- B) a minimum of 3, one-bedroom and 1, two-bedroom accessible units are to be provided and located within Building “B”;
- C) four, 1-bedroom units and two, 2-bedroom units shall not exceed 90% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by CMHC at the time of building occupancy; and duration of affordability shall be set at 10 years from the point of initial occupancy; and,
- D) 12, one bedroom units shall not exceed 75% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by CMHC at the time of building occupancy; and duration of affordability shall be set at 20 years from the point of initial occupancy;

it being noted that the following Site Plan matters pertaining to 1018 and 1028 Gainsborough Road have been raised during the public consultation process: pedestrian connections to Gainsborough Road, parking space and drive aisle configuration, privacy screening of outdoor common amenity areas, buffering along the south property boundary, provisions for a public access laneway, and building orientation;

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

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

- the recommended zoning amendment is consistent with the Provincial Policy Statement (PPS), 2014, as it promotes efficient development and land use patterns; accommodates an appropriate range and mix of land uses, housing types, and densities to meet projected needs of current and future residents; and minimizes land consumption and servicing costs;
- the recommended zoning amendment conforms to the in-force policies of The London Plan, including but not limited to the Main Street and Neighbourhoods Place Types, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies; subject to approval of an amendment to add a specific policy to permit an apartment building with a maximum height of 12 storeys and a maximum density of 392 units per hectare;
- the recommended zoning amendment conforms to the in-force policies of the (1989) Official Plan, including but not limited to the Main Street Commercial Corridor and Multi-Family, High Density Residential designations;
- the recommended zoning amendment will allow for an increased density through a Bonus Zone which requires that provision be made for affordable rental housing. The recommended Bonus Zone provides for an

increased density in return for bonusable facilities, services, and matters that benefit the public in accordance with Section 19.4.4 of the (1989) Official Plan;

- the recommended zoning amendment allows development that is consistent with the Hyde Park Community Plan and Urban Design Guidelines which encourages pedestrian and street-oriented forms of development at this location; and,
- the recommended zoning amendment provides appropriate regulations to control the building height and intensity and ensure that a well-designed development with appropriate mitigation measures is implemented. (2019-D09)

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

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

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

6. Confidential

6.1 Solicitor-Client Privilege/Litigation or Potential Litigation

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

That the Planning and Environment Committee convene, In Closed Session, in order to consider a matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation ; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal ("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

The Planning and Environment Committee convenes, In Closed Session, from 7:07 PM to 7:59 PM.

7. Adjournment

The meeting adjourned at 8:00 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 PUBLIC PARTICIPATION MEETING – Application – 448 Oxford Street East (Z-9104)

- Laverne Kirkness, Kirkness Planning Consultants – indicating that he has Dr. Riyadh Khamis and his dad, Mac, beside him who has been supporting him and wants to do the renovations in this office that he has purchased at Oxford Street and Thornton Avenue; expressing agreement with the staff report that Ms. M. Vivian, Planner I, was going to present and he hopes that the Planning and Environment Committee does too and recommend it to Council; advising that they have been waiting all Fall to get into this establishment; pointing out that most important about this is that Dr. Riyadh Khamis has quite a set of unique credentials and London is always interested in knowing how to attract the best and brightest and the skills; reading some of the things that, this is kind of unique in London, he is more than an Optometrist, he completed his Undergraduate training at the University of Waterloo with a Bachelor of Biomedical Science and Honors from the University of Waterloo; he then went on to complete his Doctor of Optometry at the University of Waterloo, School of Optometry in Vision Science where he graduated on the Dean's Honour List; after completion of his OD degree, Dr. Khamis furthered his education by completing a one year optional extensive residency program in family practice with an emphasis on ocular disease at Northeastern State University in Oklahoma and during his residency Dr. Khamis became a trained surgeon and performed interior segment laser procedures as well as minor surgical eyelid procedures; Dr. Khamis worked in the Optometry wing of a Native American hospital as well as the Ocular Trauma and Disease Unit at the Urgent Care department; advising that he is an avid sportsman, Dr. Khamis also developed a keen interest in vision therapy and sports vision where he lectured and supervised students at NSU, he served as the Faculty Advisor for Sports Vision at NSU working with both college and Olympic athletes, Dr. Khamis brought his experience in both primary care and ocular disease to Highbury Huron Optometry, which is 1288 Highbury, where he has been practicing as well as starting the innovative London Vision Development Centre, the London Vision Development Centre is then his to perform vision therapy and sports vision for children and adults but not limited to vision problems that interfere with school performance, crossed, wandering or lazy eyes as well as neuro-optometric rehabilitation for traumatic brain injuries so he also provides vision therapy for athletes seeking to gain an edge through visual performance; stating that related to this and the word that is missing here is that he has been working with a lot of concussion therapy and that will be one of the focuses at 448 Oxford Street and he could go on but he thinks the Planning and Environment Committee has got the gist of it, this young man has gone many skills that have not really been here in London and he, himself, is glad to be able to represent him in this zoning application.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Urban Design Peer Review Panel Terms of Reference Update

- *(Mayor E. Holder page 131, 4.3 Term and 4.4 Election and Role of Chair, he notes that it says that Panel Members shall serve a two (2) year term from the date of their appointment and shall not sit for two (2) consecutive terms but then it says under 4.4 that the Panel will elect a Chair with a minimum of one (1) year experience but if they have two years' experience according to this thing, they cannot sit on it because you are not allowed to sit for more than one two year term; should that have said not to sit for more than two consecutive terms; he is a little confused by that.);* Mr. J. Smolarek, Urban Designer, responding that it can seem a little bit confusing but actually what happens is that the Panel has six Panel members and there are three that come off every year and three new Panelists that come on the following year so they have an overlap that occurs so the intent of that is that the Chair would be elected from the group that is remaining on the Panel rather than having somebody who is new to the table; *(Mayor E. Holder so when it says that the Chair should have a minimum of one year experience it really means that they are an incumbent by one year and they sit one more year and they are off; clarifying that is what that means.);* Mr. J. Smolarek, Urban Designer, indicating that yes, essentially that is exactly right so everybody sits two years.
- *(Councillor S. Turner asking the Clerk with respect to the Municipal Conflict of Interest Act and the provisions in the former draft of this, the 2008 version applied to the Municipal Conflict of Interest Act provisions, in this it goes a bit further but it does not really directly mention the Municipal Conflict of Interest Act beyond some of the definitions of who family members are; is there a way that this can be done in, it seems a little awkward because it introduces our own terms of what the conflicts may be, he was just trying to read through the Municipal Conflict of Interest Act in terms of local board which he is not sure if this Panel has authority or decision making, it sounds like it is more advisory and it does not really have the ability to exercise authority as it would be defined in the Conflict of Interest Act; looking for a bit of clarity on where the Municipal Conflict of Interest ends and where we have to create our own definitions here.);* Mrs. C. Saunders, City Clerk, did not review this and she was not asked to review this so she is assuming the wording might have been taken out of our Advisory Committee policy that talks about conflicts of interest and how they apply, what we might want to do between now and Council is what we have for our local boards and Advisory Committees and maybe clarify how the *Municipal Conflict of Interest Act* applies; Mr. P. Yeoman, Director, Development Services, responding that they will work with the Clerk's Office on that but his understanding is that someone from the Clerk's Office did review it, maybe not the Clerk herself but one of her talented staff; *(Councillor S. Turner one further technical question, the arbitration of an investigation on a complaint about a contravention of the Conflict of Interest recommends that Council be the arbiter of that rather than say the Integrity Commissioner which may seem like a more appropriate mechanism; any thoughts to that.);* Mrs. C. Saunders, City Clerk, concurring with that, in order for them to apply consistency across all of our Boards and Commissions and Advisory Committees we should be consistent on how we apply it; she will be looking again at our Advisory Committee Policy as well to make it fairly generally the same as what we have for our Local Boards so she agrees it would be helpful if it was all consistent.
- Mike Wallace, London Development Institute – thanking staff for the effort that they put into the consultation that happened on this; he will be frank, at the first meeting they were not sure what was going to happen, but the Working Group came out of it, it was a very active Working Group, everyone contributed, it was an excellent process; thanking Mr. J. Smolarek, Urban Designer and Ms. H. McNeely, Manager, Development Services, for leading that, from staff's perspective it was a very good, we did not get everything we wanted of course but it was an excellent

discussion and lots of input from all sides which resulted in what is here today; agreeing one hundred percent with what is in here; being frank, he did not really get into the issues of the wording around Conflict of Interest, it was actually the Panel members who had come back as advisors to the Working Group talking about the Conflict of Interest and they knew better than we did on that so we will be happy to see what follows up on that; the only thing and he thinks Mr. J. Smolarek, Urban Designer, did an excellent job on explaining it, the one item that is here it looks like it is not the applicant trying to skip the process just to be clear, the process in terms of the application and the paperwork needed to be done still gets submitted to the Panel, the Panel decides, uses the word skipping here, he would not use the word skipping, it satisfies good design and does not need an actual meeting and they decide that it passes on and we are certainly ok with that; sometimes they use examples where, on a commercial application, where it is and he will use Tim Horton's, all the buildings look the same, they are sometimes not a requirement really for a Urban Design Panel Review because it might be cookie cutter or something that has been approved before but that is really a Panel decision just so the Planning and Environment Committee knows that; advising that they are very much in favour of what is in front of you, very happy with the process that you had with all stakeholders on this and since this might be, this is the last Planning and Environment Committee meeting before Christmas, he would like to wish, on behalf of the London Development Institute, all the Council Members here and the Mayor a very Merry Christmas on behalf of the London Development Institute and wanting to thank the staff for and wish them a good holiday and happy holiday; you always have a full house of staff here at all these meetings and since this might be the last chance before Christmas, now that does not mean he is not coming to the Strategic Planning meeting and the Council meeting but he might not be talking; wanting to wish everybody a Merry Christmas and the final thing he wanted to say is, on behalf of the London Development Institute, they want to thank Mr. J.M. Fleming, Managing Director, Planning and City Planner, for his work at the City over the years; he may say that his Industry may not always have agreed with Mr. J.M. Fleming, Managing Director, Planning and City Planner's vision, however, he was an excellent person to deal with and was very professional and they really appreciate the work he has done for the City and since he is leaving pretty quickly he thought he would take this opportunity to thank him for his efforts over the years.

- Laverne Kirkness, Kirkness Planning Consultants – about the Urban Design Peer Review Panel Terms of Reference, he was on the Committee as a representative of the London and Area Planning Consultants or (LAPC) as you may know and they too are kind of echoing the words of Mr. M. Wallace, London Development Institute, appreciate working with Mr. J. Smolarek, Urban Designer and Ms. H. McNeely, Manager, Development Services, they created a very open environment, it was kind of fun to go to the meetings as a matter of fact and it was not just because of the cookies and coffee but it was because of the environment that they created and we were able to come to a consensus on all of these things and bring forward to the Planning and Environment Committee an improved set of Terms of Reference and he learned that London is certainly not unique in having an Urban Design Peer Review Panel, most cities of any size do apparently in Canada and he has to say to those that are on that Review Panel we owe them a lot because they do not get paid compared to what their normal hourly rate is as an Architect or a Landscape Architect and here they come together for an afternoon once a month, it takes at least a day to prepare or a half a day so he always has to respect what they have to say because it is not that they are earning money to say it and they are contributing a lot to make this city more beautiful and if anything he would like to see it monitored so that we can see what great performance is coming from that Panel and that is something that we have to work on yet, in any case LAPC supports what is in front of the Committee and they thank Mr. J. Smolarek, Urban Designer and Ms. H. McNeely, Manager, Development Services for being able to work with them.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – 21 Norlan Avenue (Z-9111)

- *(Councillor S. Turner asking for clarification, it seemed pretty clear but access to the site for sales would come off Norlan Avenue and it would not be a farm stand off of Highbury Avenue which seems kind of dangerous.);* Mr. C. Parker, Senior Planner, responding that he does not believe so but perhaps Jeremy can clarify that but he thinks the intent is to actually have it, there is a small entrance there that vehicles actually go on the property but there is a small entrance there where they can put their farm stand but they have not indicated to them where that stand will be but no, he does not believe it is going to be off of Highbury Avenue.
- Jacob Danstra, Director, Urban Roots London – Jeremy Horrell is a fellow Director who is also in the Gallery; thanking the Committee for allowing them the opportunity to speak and thanking staff for a great job with the presentation and with preparing the report; taking this opportunity to thank Jay Stanford, Manager of Environment, Fleet and Solid Waste who Urban Roots has worked closely with over our first three years to develop and grow and navigate the applicable rules and regulations in which they are operating and state that they are looking forward to continue to work with the Urban Agriculture Steering Committee as City Council, staff and including Mr. M. Fabro, Manager, Sustainability and Resiliency, which is an important step that the City has taken to create that position; Mr. C. Parker, Senior Planner, did a great job of describing the work of Urban Roots in the report and his presentation so he will not belabour any points that he made but he does want to emphasise that this recommendation will allow Urban Roots to continue with its work and increase its impact in the community; not only is it consistent with the Urban Agriculture Strategy of the City but it is also an issue of sustainability and resiliency in the City; it will allow Londoners to connect with where their food comes from, walk down the street or stop in after work or on their way to kids sports or other activities to pick up fresh, organic, bio dynamically farmed produce grown just minutes away not hundreds of miles away; they also say that this is an appropriate response to Council's declaration in April, 2019 that we are facing a climate emergency; the more local, convenient affordable options that Londoners have for their produce the lower our collective carbon footprint will be as we reduce the demand for vegetables, herbs and fruits grown in Mexico, South America, Europe and Asia; all of those will require additional packaging, shipping, trucking and excess chemicals or preservatives to make their way to London; instead farm gate sales at Urban Roots London will have a direct and immediate impact by bringing the concept of farm to fork directly within city limits drastically reducing London's carbon footprint that it takes to bring produce onto our grocery shelves; we will also see indirect impacts as more Londoners visit, volunteer with and learn about the work that Urban Roots London does especially our students and youth who then go off to start their own neighbourhood gardens, their backyard produce gardens or their own urban farm projects that with the inspiration and knowledge that they have gained from Urban Roots; finally he wants to mention that because of their model of thirds which Mr. C. Parker, Senior Planner, mentioned every farm gate sale that is made at their market and he should clarify that this will be off of Norlan Avenue and not off of Highbury Avenue, will also be matched by a donation of equal produce to any of their community development partners; they are currently working with Crouch Neighbourhood Resource Centre, My Sister's Place, they donate into the London Food Bank and the London Vegan Food Bank so every purchase that is made at the Market is matched to an important community development partner; wrapping up by saying that Urban Roots is very proud of the work that they have done in their first three seasons including the support and partnerships that they have developed with, to name a few, the City of London, the London Environmental Network, Urban League of London, Pillar Non-Profit Network, Middlesex-London Health Unit, through which they accept Harvest Bucks which allows low income Londoners to purchase fresh, affordable organic produce with the

use of Harvest Bucks, the London Food Bank, Crouch, My Sisters Place, ATN and the Old Village Grocer, which operates a pop-up market out of their location on Dundas Street selling their produce, Edgar and Joe's Café at Goodwill Industries which also purchases, supports and sells the food that Urban Roots grows as well as the Thames Valley District School Board, the London Christian Schools and Growing Chefs Ontario which sends field trips of young people to their farm to learn about urban agriculture, sustainability and environmental sustainability; opening up farm gate sales at Urban Roots will allow them to expand their direct connection with the neighbours and with all Londoners and to strengthen the work they do with those partners.

PUBLIC PARTICIPATION MEETING COMMENTS

3.4 PUBLIC PARTICIPATION MEETING – 943 Fanshawe Park Road West and 1800 Aldersbrook Gate (Z-9108)

- Alex Mercer, 1819 Aldersbrook Gate – pointing out that Aldersbrook Gate, where he lives, on the south side of Fanshawe Park Road, has eighteen residential units at that location; noting that it was constructed over thirty years ago and is three hundred feet in length; advising that it was a short, quiet residential street surrounded by farm land and there has been an explosion of residential and commercial units within that area both north, south, east and west of Aldersbrook Gate; at that time the City officials in his view did not take into account that explosion of residential and commercial units that would have an effect on Aldersbrook Gate and there is tremendous traffic that resides in Aldersbrook Gate, most of it is cut through and it conditions the residents to be very frustrated to try and get some relief; indicating that they have been writing to the City officials for probably four years to try and get some relief and they have not heard anything at all; there has been no response other than it can handle the traffic; well, quite frankly, they do not live on that street; the residents and their kids cannot enjoy the peace and tranquility that you should have in a residential neighbourhood with such a short street; putting this project forward is going to create more traffic, more traffic problems and more incidents of accidents at Aldersbrook Gate and Fanshawe Park Road; suggesting that it be put on hold and the City officials come and meet with the residents of Aldersbrook Gate to try and find solutions to the situation that they now face because the traffic is horrendous, people come in and turn in their driveways, they cannot enjoy the street and it is certainly in violation of your traffic calming policy which says that cut through traffic, parties have to work together to try and come up with some solutions and, to date, they have no satisfactory response from any of the City officials; he would suggest very strongly that this application be put on hold and that the City officials meet with the residents of Aldersbrook Gate to try to come up with a satisfactory resolution; we have been giving the City officials a number of other alternatives that would solve some of the problems and they have not had any feedback or anything at all; they have been in touch with the Mayor, we have been in touch with the Councillor, Josh Morgan, and to date there has been nothing and it has been nothing but frustrating for the residents; we want the street back to what it was; recognizing that traffic is not going to go away but there are a number of things that can be done to limit the increase in traffic and stop the cut through traffic that is stopping people from enjoying their property.
- Gregg Priamo, Zelinka Priamo Limited, on behalf of the developer, Loco Developments – the Principle, Bob Cabral, is with him tonight; advising that they have studied the staff report very carefully and the staff report was thorough and they have no issues with the planning analysis that was put forward and they encourage the Planning and Environment Committee to support the staff's recommendation; with respect to the traffic, he cannot speak to what is happening south of Fanshawe Park Road but he does not know that they are a very small development, they are only twenty-seven units and their traffic analysis had suggested about twelve additional cars in the peak period and less than that in the AM peak and less than that in the PM peak and they have worked hard with City staff and with their vendor of these lands to establish a joint access arrangement between the CC lands in the front and their property which will, in the future perhaps, prevent additional access being needed on Fanshawe Park Road and maybe that will assist in the ongoing traffic issues that are prevalent in the area; with those things being said they certainly encourage the Planning and Environment Committee to approve the recommendations and bring it forward to Council.

PUBLIC PARTICIPATION MEETING COMMENTS

3.5 PUBLIC PARTICIPATION MEETING – 1395 Riverbend Road – Zoning By-law Amendment (Z-9098)

- *(Councillor S. Turner could not quite see the delineation in the report of where the OS1 that is being rezoned is.);* Mr. L. Mottram, Senior Planner, responding that the small portion of the northwesterly corner of the site is zoned OS1; he believes it is only in the area of about 2,000 to 3,000 square metres, it is a remnant Open Space, it was originally planned as part of a stormwater management facility which was to extend from Oxford Street all the way north to Shore Road and a twenty-five metre corridor along that side of Westdel Bourne, when the functional designs were done for the stormwater management facilities it turned out that the northerly portion of the corridor was not required for the conveyance channel and infiltration so that was left as remnant Open Space and that is the portion that they are talking about here.
- Derek Satnik – advising that Mr. L. Mottram, Senior Planner, has basically covered everything that is on this slide but he has met with several staff from different departments for advice prior to, obviously the development is a little unique so they tried to get advice along the way from many of the City departments to make sure that they are not doing anything that they should not do or being confused in any way; he will say that one thing that came up is bike ratios, we have been encouraged to maximize bike usage in this site; we have already put quite an effort into active transportation thinking and our whole emphasis is live in a park, not a parking lot; we are well connected with all the trails around us, there is lots of landscaping on this site; we have 74 bike stalls for 80 residences; privileged to be one of the authors of the LEAD program, several versions of the LEAD program nationally; suggesting that this is actually pretty high compared to what they would expect from usage but they think that is a good thing; they will promote and encourage that; advising that they have been encouraged to consider one to one and if you would like to ask him during the questions he will explain why they think that is excessive but they were glad to put 74 spaces in there at least; providing a broader context, what you see here is the Master Plan for West 5, this is not us, this is Sifton Properties Limited, all credit to them; we are very proud to be part of what is going on there but they have put some very deliberate effort into making sure that they are not repeating or being redundant with anything that is there, they wanted to be complimentary so there are some things that they are specifically not doing and we tried to respect those things around that and work with them but, for example, there is a fifty acre park right north of them and we want people to have access to that, we do not need park uses on our site, we have purposeful landscaping instead; we have put some effort into accessibility and we are right close to a retirement facility that is much better suited to that so our expectation is that we may have families living in our space which will access and use that facility for other family members so we want us to be visit able but we do not necessarily have ideally designed accessible units for people who would really be better served in that building; reiterating this is just an example; there are many things that they are not but they are blessed to be so close to the rest of what West 5 is and it will be, lots of good discussion we could have there; showing a visual of what this concept is because it is different and the goal was to get rid of driveways and cars which, of course, we cannot completely get rid of but we did our best; the concept is very much around active transportation and providing a living experience that is not car centric, it is supposed to be pedestrian centric so you do have to walk past lots of beautiful growing things to be able to get to your front door; the distance to walk is very comparable with a lot of other townhome developments in town and other examples that they pulled from other areas but really the goal was to make sure that they have the cars but not too far away; the idea would be that you could pull up the car in front of the garage, this is going to take us a little longer yet to finish, but you pull up the car in front of the garage, drop off the car, get out with your kids and groceries and walk home, press a button on your phone and the car parks itself in the

garage and when you come out of your house later you can call it from your phone and it will park in the same place and wait for you; there are some technical things that they are doing that are not your concern but that illuminates part of why they are looking at the layout that really they do not want the cars to be in the middle of everything, we want you to be in the middle of everything, that idea; so the cars are all hidden in the garage, we have done lots of work with these providers of these garage type technologies to make sure this is appropriate and Mr. L. Mottram, Senior Planner, has been a good advisor to us; we have been asked repeatedly why the round shape and why the relation between the four shapes, it is a long story and he will just hit the highlights but the highlights are all of these different things, we looked a lot in this exploration in net zero energy, we looked a lot on how to maximize the benefit of our solar panels so we did a whole big study, he will spare the Committee the details but we were looking for what is the optimal orientation for that sloped roof to actually get really good solar yield; separate, quite separate, from that we worked with the windy test facility from Western on the east end of town, he is sure some of you are very familiar with it, we commissioned them to do a wind study for us about what the optimal orientation will be to make sure we do not bury anybody's front door in snow because these things are round and they do not want the snow accumulating in the wrong place so very interesting results from them and then very practically fire and garbage trucks have to get in there so where the roads need to be if everyone, you need to be able to get your garbage out and it would be rescue able, serviceable from emergency service and emergency responders so the layout that we have is the optimized combined layout with all of those considerations; we were actually very fortunate that most of those recommendations came back within five degrees of each other which he has never seen happen before so they were happy that it actually lined up very well; there is lots of other science behind that, those are just to hit the highlights, that is why the orientation; this was actually really helpful feedback we got from one of the local residents, it expressed some things we had already thought about, it excused the resolution as being captured off the staff report so there is more reference to this in the document in the staff report; he did want to comment very briefly though on views because things like shading affect our solar so we study that all the time for solar reasons and at this latitude on the earth, roughly the same latitude that you are on the globe, forty-second meridian forty-five degrees and a thirty-five metre distance from us to the neighbours means that we would have to be thirty-five metres tall to create any shading impact on them at all and we are clearly not so there will be no shading impact; clarifying that the red box there is the only amenity space, they have one to share among the four clusters there is not one on top of all of these, only one to share and that is our highest space; eyeballs in that space will be at about a fourteen-fifteen metre level, the highest eyeballs otherwise will be eleven metres so they will not see anything in any of the neighbours yards at all, they will see the fences maybe and hopefully just the trees that we put around them but the fifth storey will have nice views into the stormwater feature which is what we want and that was really the most meaningful things that he could contribute to the discussion tonight; otherwise there is lots of discussion that we are prepared to have. (See attached slides.).

- Maureen Zunti, Sifton Properties Limited – indicating that they are the owner and developer of West 5; indicating that Sifton Properties Limited is in full support of the Zoning By-law Amendment, we feel that what S2E is proposing is fully in keeping with the very innovative and sustainable nature and vision and goals that we have for West 5.
- Dave Cooker, 1921 Ashgrove Court – advising that he is diagonal to this development; indicating that when they purchased their home not too long ago, it was when West 5 was planned so we were fully aware of what was going to be happening there and this does go with the spirit of the West 5, with what they are going for; expressing concern with the height and the noise; the first one with the height, when we bought our place he did review the zoning of the area and the twelve metres across there and now with a fifty percent increase that is a pretty big thing when the three corners are basically two storey buildings and then you come out and now there

is going to be a five storey building over there and yes, he does know it is gradual but if you do look at the pictures the majority of it is over the four storeys up to the five and he just feels that they could have gone with all of those benefits that this does bring why does it have to be five storeys and with the zoning amendment along with the height that area has gone through a lot of zoning amendments and he just wonders how many are there going to be and who is reviewing the area because there has been a lot of them in a short period of time and they had eight seven two five eight nine two four nine one one five and now this so the one was with the retirement residence which was brought up, that had a zoning amendment and that was in regards also to the height and there was concerns on Shore Road with the height of that and now there is the height of this, there is a school down Shore Road, kids walking and now there is going to be these taller buildings along that road with traffic; 17.1 metres out of the eighteen is a big change from twelve metres max before; expressing his other concern is the noise, he knows there was a noise study but what he can tell from it is that it was just data provided from the manufacturer and conveniently the evening maximums were basically right at the max, the night time was right at the maximum; question is this, which is after the night is forty-five decibels and the predicted was forty-five or forty-four and it is based on data from the manufacturer and his question is that when he is out at night in his backyard at a fire or whatever is he going to hear humming from these elevators, is there going to be a follow-up study of what an actual real life noise that this is going to make; reiterating those are his two concerns.


- James Aiken, 93 – 2040 Shore Road – believing it is the closest unit on the condominiums to Block C and pretty much his focus is on Block C which is the unit just south of 2040 Shore Road basically; advising that their biggest concern is purely a privacy factor; advising that they moved in about six months ago into the unit obviously not knowing about what was to come across the road; indicating that he is in automation so he is happy with the development, he thinks it will be good for the area; purely Block C from a standpoint of privacy they have expanded their yard area and we feel that given four to five storeys it is pretty easy to see straight down into our yard and he thinks with seven metres of landscaped space between the units and Shore Road he does not feel there is enough space there to landscape enough to actually block a view from the clubhouse directly into their yard; thinking you mentioned a unit of about thirty-five metres to our fence; indicating that is probably the biggest factor; he guesses his question is if we go ahead with this why could we not rotate Block C by one hundred eighty degrees pretty much putting it in line with the same orientation as Block D from a solar point of view and angles of the sun onto the units theoretically should be the exact same and mitigate the factors of the privacy of himself and the neighbours around him.

- Mark McConnell – advising that he is a resident of Ward 9 and he lives in the Riverbend community approximately thirty paces from the address planned for rezoning; apologizing that that is not more accurate; after the past fifty years of living and working in the City of London he has been a resident of Oakridge, Northridge, Masonville, Woodfield, Old North and now for the past five years, Byron Riverbend; thanking the Planning and Environment Committee for their hard work and for listening to the concerns of their citizens; noting that his comments will be somewhat brief; advising that he has no disagreement with the City wishing to increase the sustainable development features including the green roof, wall treatments, electric vehicle charging stations and rooftop solar reflectors; expressing disagreement with the changes to the zoning at 1395 Riverbend Road allowing for a much higher density housing from thirty-five units per hectare to a density of forty-five and he strongly disagrees with increasing the maximum height allowance to eighteen metres from the current twelve metres; stating that he does not believe that a fifty percent increase in the height from forty feet to just under sixty feet is warrantable in that area; the height of these buildings is too much for this particular section of plan, the buildings would not look in keeping with surrounding residential area, the residents directly to the west of these buildings are single detached houses of no more than two storeys above ground; directly to the north are two storey townhouses and none

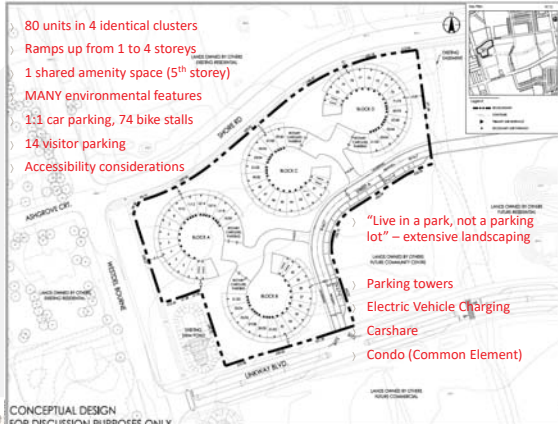
of these structures is anywhere near the five storeys in height these new buildings would extend; as a for instance the headquarters of Sifton Properties Limited at Riverbend and Oxford Street is no more than three storeys tall and a similar area to the east of this property at the corner of Shore Road and Kains Road holds the McCormick Retirement Home, it is a three storey low rise building with a maximum height he believes of just over twelve metres, that is more in keeping with the aesthetics of this neighbourhood; advising that he has seen the renderings on the SE2 website for the EVE Park development and it is very telling to him that of the four pictures showing for these buildings only one shows the actual five storey rendering and the rest are the three storey designs; it is also a pretty disingenuous mix of clip art and alterations and it does not look at all harmonious given this particular neighbourhood, it is anything but.

EVE Park Update for City of London: Planning & Environment Committee

Dec. 2, 2019



S2E technologies



80 units in 4 identical clusters
Ramps up from 1 to 4 storeys
1 shared amenity space (5th storey)
MANY environmental features
1:1 car parking, 74 bike stalls
14 visitor parking
Accessibility considerations

“Live in a park, not a parking lot” – extensive landscaping

Parking towers
Electric Vehicle Charging
Carshare
Condo (Common Element)

CONCEPTUAL DESIGN FOR DISCUSSION PURPOSES ONLY

Stantec

Reserved | 2

Context: What EVE is Not...

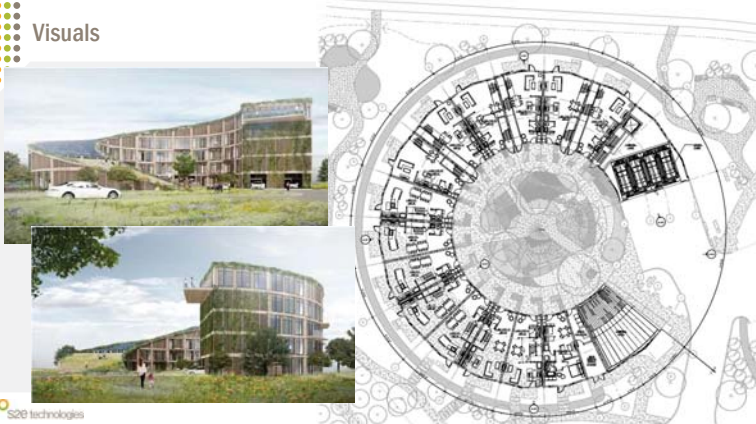
- › mixed-use (all residential)
- › West5
- › 50 acre park + trails
- › Community Centre
- › Retirement Building (<400m away)
- › Apartments (<400m away)



S2E technologies

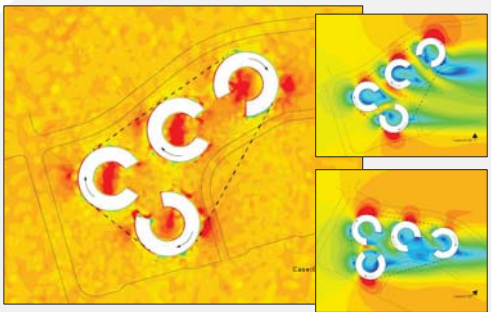
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Visuals



S2E technologies

Optimized Orientation: Solar / Wind / Snow / Fire / Garbage




- › ~200 scenarios modelled and tested at WindEEE
- › Studied snow accumulation by entries
- › Solar optimization assessed
- › Access for fire trucks / garbage trucks
- › Overall orientation optimized for all together

S2E technologies

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Views & Building Height



From conceptual (Site Plan) illustrating concerns of 2040 Shore Road residents re height of planned development

- › Zoning change requested to allow for max. height of 18m to accommodate potential elevator service penthouse.
- › Max height of occupants near Shore Rd: 4th storey (ceiling at 12m, eyes at perhaps 11m)
- › Closest distance to neighbours: ~35m
- › View lines: typically 45° (eg: solar/shading)
- › Conclusion: no meaningful view
- › 5th storey amenity space? Interior to the site, with views toward the interior and towards the water.

S2E technologies

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APPENDIX:

› Questions you might wish to ask?

- › Timelines?
- › Marketing research: what did we do and how?
- › Landscaping
- › Technology in the buildings?
- › Active transportation / reducing need for commuting

Timeline Update



Condo Application
Nov. 30, 2019



Permitting
Jan. 13, 2020



Presales Start
March 1, 2020

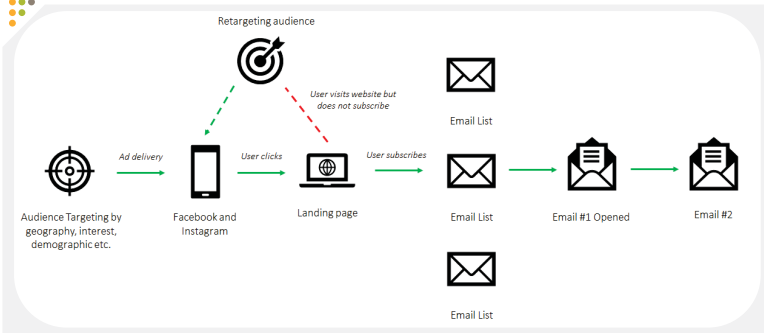


First Shovel
March 15, 2020

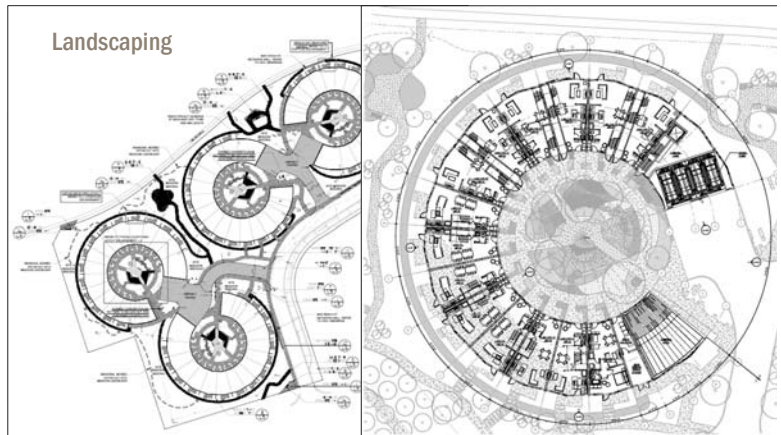


First Carsharing
Deployment/
Move-In
August 28, 2020

6. Sales and Marketing



Landscaping



1. Technology

Modular

- Modular Wood
- Tiltwall Precast Concrete



Solar Microgrid System



Mechanical

- Air Sourced Variable Refrigerant Flow (VRF)
- Energy Recovery Ventilators (ERV)
- Electric Hot Water Heaters
- Building Energy Management System
- Sprinklers
- Parking Tower (TSSA)

PUBLIC PARTICIPATION MEETING COMMENTS

3.6 PUBLIC PARTICIPATION MEETING – 1018 and 1028 Gainsborough Road (Z-9079)

- Harry Froussios, Zelinka Priamo Limited, on behalf of Copia Developments – thanking staff for their efforts in bringing this recommendation forward that they are happy with and support; thanking the HDC for working with their client to come up with an appropriate bonusing structure to provide affordable housing within the development and he would also like to thank Councillor Morgan and the public for attending the open house on June 27, 2019, it was well attended and there were very positive comments and he would like to thank them for that.
- Mary Dowds, 1030 Coronation Drive – advising that this is the condominium building directly to the south east to this proposed development; indicating that she sent an e-mail when she first received notice of this public meeting, the original public meeting was scheduled to be on the same night as our Federal Election and she does not know if that was why it was bumped to today and she is not sure if her e-mail ever made its way along to the Committee, she did express her concerns; stating that it is interesting to her the sequence of applications this evening, the first one she heard when she first arrived addressed the concerns around Aldersbrook Gate and the traffic congestion in the entire north west area so she knows that all of you are aware of that; the next application regarded a quote unquote smart community and Councillors Hopkins and Turner and others spoke glowingly about the features of that developing smart community; when an application such as this for rezoning, if it is approved, her community and she does not think they can cling even to a D-; this is a really, really bad idea, it is a lovely building and a lovely plan and it is an abhorrent location for such a development; it is a stone's throw, she would say less than one hundred fifty metres from the already very congested intersection of Gainsborough Road and Hyde Park Road; Gainsborough, she does not think was ever developed to accommodate high rise developments such as this it is a twelve storey residential plus a mixed use multi-storey building at the front and it is right at an already very, very congested intersection and she knows that all of you are very aware of the increasing problems with congestion; indicating that she lives at the top of 1030 Coronation Drive and she looks directly down at the intersection and she witnesses every day the increase in traffic along Hyde Park Road and Gainsborough Road and she sees some alarming things; believing they have been very fortunate to have the long awaited traffic controls recently installed at South Carriage Road and Hyde Park Road which is directly to the southwest of this proposed development, it is just south of the Gainsborough and Hyde Park intersection; advising that she has witnessed numerous car accidents at that intersection due to the increasing volume and alarming speed of traffic travelling north and south along Hyde Park Road and she recalls this past summer just before the work started at South Carriage Road and Hyde Park Road, she was coming home and waiting for the light to turn left onto South Carriage Road, she was travelling south on Hyde Park Road waiting to turn left and the car that was attempting to turn left onto South Carriage Road ahead of her was involved in a collision with a north bound vehicle speeding along Hyde Park Road and it was interesting that the very next morning the work began to erect the traffic control poles for the lights and so on at that intersection so it seems that development in the area is moving at a really, really rampant pace but infrastructure, traffic controls, as we heard, we just heard about the Riverbend smart community and are clinging to a maybe D- community right before that they heard about traffic problems at Aldersbrook Gate, that is in her neighbourhood, that is just to the north of Gainsborough Road and to put this high density high rise development and a mixed use development right at the front, right on Gainsborough Road at that already intensely congested area is foolhardy at best and she knows that every one of you know about the problems of traffic that are rapidly, rapidly increasing in this area; she heard two agenda items prior to this one, she heard a very, very eloquent statement

about the traffic concerns by a resident of the Aldersbrook Gate area; you know what is going on in that area and to approve this rezoning application is utterly foolhardy so let's think about the smart, smart innovative developments that are happening at W-5 and maybe we can aspire to think ahead, to be forward thinking, to be innovative and create other smart communities; this is absolutely the opposite so she urges you to consider that; also from her point of view one of the items that Mr. Mottram, Senior Planner, just mentioned is that; (*Councillor M. Cassidy you are at five minutes.*); this development does not impede, it is not in direct line with the northward facing views; she happens to be at the northwest corner up at the top of 1030 Coronation Drive and she can assure you that this development will impede her view and furthermore she has read in the paper how often if a developer chucks a couple of bones they get to add a couple of storeys and if that happens, if this redevelopment rezoning application happens and this twelve storey high rise goes ahead she has no doubt that it will end up being fourteen or something like that; it may not impede the view of the northward facing residents but she assures you that it will impede the view of north west and western facing residents because she is one of them and she knows it is going to happen; (*Councillor M. Cassidy indicating that she is at six minutes.*); let's be smart.

- Lily Seed, 1541 Hyde Park Road – former Anglican church, Church of Hosannas; advising that she bought the building and renovated it to a medical spa; expressing concern with this project because of the age of the building, the church was built in 1888 so it is 131 years old and the development is right behind the church between 1541 and Ungers; expressing concern about the construction method that will be used in this project; wondering what kind of construction method will be used and how far below grade will be digging and how many underground storeys; are those construction methods going to cause vibrations that will affect nearby structures and what precautions will be taken to minimize any impacts to nearby structures; expressing concern with the brick of the church is very weak now and the old church has three layers of brick and it is starting to show the vertical cracking will cause the foundation to settle and may cause leaking; that is a big concern and she just had the masonry fixed some part of the damage caused by the expansion of Hyde Park Road and it really worries her and the other thing is when the project starts, if they start digging and they drill the pile to support the structure and if they use with water it is going to cause the washout of the soil and she believes the structure they are going to increase the grade, make it higher than her property and what kind of damage is going to cause is something we have to think about it to respect the historical building.

Bill No. 1
2020

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 10th day of
December, 2019.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Local Planning Appeal Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Bill No. 2
2020

By-law No. A.-7657()- ____

A by-law to amend By-law No. A.-7657-4, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan.” in order to repeal and replace Schedule “A” to the by-law.

WHEREAS Section 3.1 of the *Emergency Management and Civil Protection Act*, R.S.O 1990, c. E.9 (the EMCPA) provides that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan;

AND WHEREAS the EMCPA requires the municipality and council to implement an emergency management program to protect the public safety, public health, the environment, the critical infrastructure and property and to promote economic stability and a disaster-resilient community;

AND WHEREAS the EMCPA makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof and also provides the Head of Council with the authority to take such action or deliver such orders as he/she considers necessary and are not contrary to law to implement the emergency plan of the community and to protect property and the health and welfare of the inhabitants of an emergency area;

AND WHEREAS Subsection 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. Schedule “A”, being the City of London Emergency Response Plan, to by-law No. A.-7657-4 is hereby repealed and replaced with the attached new Schedule “A”.
2. This by-law comes into force and effect on December 10, 2019

PASSED in Open Council on December 10, 2019

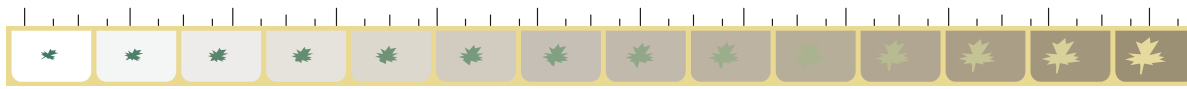
Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

City of London

Emergency Response Plan



November 2019

www.london.ca/emergency



CITY OF LONDON EMERGENCY RESPONSE PLAN

TABLE OF CONTENTS

SECTION 1 INTRODUCTION

1.1	DEFINITION OF AN EMERGENCY	4
1.2	AIM	4
1.3	AUTHORITY	4
1.4	EMERGENCY RESPONSE	5
1.5	LEVELS OF EMERGENCIES	5
1.6	EXERCISING THE PLAN	6
1.7	REVIEW AND AMENDMENT	6
1.8	LIST OF ANNEXES	6

SECTION 2 DECLARATION / TERMINATION OF AN EMERGENCY

2.1	DECLARATION OF AN EMERGENCY	7
2.2	REQUESTS FOR ASSISTANCE	8
2.3	TERMINATION OF AN EMERGENCY	8
2.4	RECOVERY AND RESTORATION OF SERVICES	8

SECTION 3 NOTIFICATION AND ACTIVATION

3.1	NOTIFICATION OF AN EMERGENCY	9
3.2	POLICY GROUP OPERATIONS	9
3.3	SUPPLEMENTARY PLANS	10

SECTION 4 EMERGENCY OPERATIONS CENTRE POLICY GROUP

4.1	EOC POLICY GROUP MEMBERSHIP	11
4.2	EOC ADVISORS	11
4.3	THE INCIDENT COMMANDER	12
4.4	RESPONSIBILITIES OF THE INCIDENT COMMANDER	14
4.5	INCIDENT MANAGEMENT SYSTEM	15
4.6	EOC IMS ORGANIZATIONAL STRUCTURE	16

SECTION 5 RESPONSIBILITIES OF THE EOC POLICY GROUP MEMBERS

5.0	RESPONSIBILITIES	17
5.1	ELECTED OFFICIALS	18
5.2	CITY MANAGER	19
5.3	CITY CLERK	20
5.4	CHIEF OF POLICE	20
5.5	FIRE CHIEF	21
5.6	MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER	22
5.7	MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	22
5.8	MEDICAL OFFICER OF HEALTH	23
5.9	MIDDLESEX - LONDON PARAMEDIC SERVICES CHIEF	24
5.10	DIRECTOR, COMMUNICATIONS AND EMERGENCY INFORMATION OFFICER	25
5.11	COMMUNITY EMERGENCY MANAGEMENT COORDINATOR	25

5.12	HOSPITALS REPRESENTATIVE	26
5.13	CHIEF EXECUTIVE OFFICER, LONDON HYDRO INCORPORATED	27
5.14	GENERAL MANAGER, LONDON TRANSIT COMMISSION	27

SECTION 6 RESPONSIBILITIES OF THE EOC ADVISORY GROUP MEMBERS

6.1	DIRECTOR, HUMAN RESOURCES	28
6.2	MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL	29
6.3	MANAGING DIRECTOR, CORPORATE SERVICES, CITY TREASURER AND CHIEF FINANCIAL OFFICER	29
6.4	DIRECTOR, INFORMATION TECHNOLOGY SERVICES	29
6.5	REGIONAL CORONER	29
6.6	THE THAMES VALLEY DISTRICT SCHOOL BOARD AND THE LONDON DISTRICT CATHOLIC SCHOOL BOARD	30
6.7	OFFICE OF THE FIRE MARSHAL AND EMERGENCY MANAGEMENT	30
6.8	INCIDENT REPRESENTATIVE	30
6.9	DND – REGIONAL LIASION OFFICER	30
6.10	ADDITIONAL EOC ADVISORS	30

SECTION 7 OTHER AGENCIES AND ORGANIZATIONS

7.1	AMBULANCE COMMUNICATIONS CENTRE	31
7.2	ST. JOHN AMBULANCE	31
7.3	THE SALVATION ARMY	31
7.4	CANADIAN RED CROSS	31
7.5	AMATEUR RADIO EMERGENCY SERVICE	31
7.6	FEDERAL GOVERNMENT AGENCIES	32
7.7	BELL CANADA	32
7.8	UNION GAS	32
7.9	LONDON INTERCOMMUNITY HEALTH CENTRE	32
7.10	LONDON COMMUNITY FOUNDATION	32

SECTION 8 IMS IN THE EOC

8.1	POLICY GROUP	33
8.2	EOC MANAGEMENT	33
8.3	EOC GENERAL STAFF	34

SECTION 9 POPULATION EVACUATION

9.0	GENERAL	36
-----	---------	----

SECTION 10 PLAN DISTRIBUTION LIST

10.0	GENERAL	37
------	---------	----

1.0 INTRODUCTION

1.1 DEFINITION OF AN EMERGENCY

The Provincial *Emergency Management and Civil Protection Act* defines an emergency as:

“An emergency means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.”

These situations could threaten public safety, public health, the environment, property, critical infrastructure or economic stability. In order to protect residents, businesses and visitors, the City of London supports a coordinated emergency response by various agencies under the direction of the Municipal Emergency Control Group (Emergency Operations Centre Policy Group). These are distinct arrangements and extraordinary procedures from the normal core services normally delivered by the emergency services.

The City of London Corporate Security and Emergency Management Division in conjunction with the Community Emergency Management Program Committee developed this emergency response plan to ensure that all Civic Departments, Service Areas, Boards, Commissions and Municipal Council are prepared to carry out assigned responsibilities in the event of an emergency situation.

The *Emergency Management and Civil Protection Act* requires that the Emergency Response Plan be a risk-based plan, developed and maintained to respond to an emergency. This includes steps to guide the response effort, identify persons, equipment and resources for activation in an emergency and outline how they will be coordinated.

In addition, it is important that residents, businesses and interested visitors be aware of the Emergency Response Plan and its provisions. Copies of the City of London Emergency Response Plan may be viewed on the City of London web site www.london.ca/emergency and are available through the Emergency Management Office.

1.2 AIM

The aim of this plan is to make provision for the extraordinary arrangements and measures that may be required to safeguard property, the environment and the health, safety and welfare of the residents, businesses and visitors of the City of London when faced with an emergency. The response plan enables a centralized controlled and coordinated response to emergencies in the City of London and meets the legislative requirements of the *Emergency Management and Civil Protection Act*.

1.3 AUTHORITY

The legal authority for London’s Emergency Response Plan is the Provincial *Emergency Management and Civil Protection Act*, RSO 1990 Chapter E-9. In accordance with the *Emergency Management and Civil Protection Act*, the following actions were taken with respect to London’s Emergency Response Plan:

- Issued under authority by City of London By-law
- Filed with Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General; and

- For the purposes of the Act and Regulations, London's Municipal Emergency Control Group (MECG) shall be referred to in this plan as the Emergency Operations Centre Policy Group.

1.4 EMERGENCY RESPONSE

Emergency action will include the earliest possible recognition of and response to the situation by all services; the earliest possible establishment of overall control of emergency operations by municipal authorities; the provision of essential aid and assistance for persons affected by the emergency; the recording of decisions taken by Municipal authorities and of costs incurred in relation to the emergency; and the timely distribution of information on the emergency to all services, to the public, the media and senior governments.

When an incident or an emergency can be handled by emergency services in the normal course of routine operations, they are authorized to carry out their respective duties and this plan does not take effect.

When an emergency exists but has not yet been declared, actions may be taken under this emergency response plan as required to protect life, property, environment and the health, safety and welfare of the citizens of the City of London.

When an emergency exists as defined by the act or determined by an emergency service that has major impact on the municipality or the health, safety and welfare of the citizens, the City of London Emergency Operations Centre Policy Group shall be notified of the incident.

1.5 LEVELS OF EMERGENCIES

Emergency levels are defined based on the impact in the following areas:

- Evacuation;
- Impact on infrastructure;
- Threat to/loss of life;
- Impact on essential services;
- Emergency service response; and
- Declared emergency.

It should be noted that, while this plan sets out procedures for major emergencies and disasters, responsibilities outlined in Section 5 are applicable for all levels of emergencies, and whether the EOC Policy Group is convened or not.

There are three levels of emergencies:

1.5.1 LEVEL ONE

Criteria:

- Evacuation - large scale evacuation;
- Impact on Infrastructure - all or most roads closed/loss of major municipal facilities, reducing or eliminating essential service;
- Threat to/Loss of Life - major loss of life or threat to a large number of people;
- Emergency Service Response - all or most emergency services involved, impact on coverage;
- Incident Management System used at the site;
- Emergency Operations Centre - activated and/or Policy Group convened; and
- EOC - Full Activation.

1.5.2 LEVEL TWO

Criteria:

- Localized Evacuation - of an area requiring a reception centre or other extra-ordinary measures;
- Impact on Infrastructure - major roadway or facility impacted;
- Disruption to business or industry;
- Threat to/Loss of Life - loss of life is minimal or non-existent. Threat to public may be substantial;
- Emergency Service Response - may or may not affect all essential services, activation of the Operations Section, EIO, etc. (example severe storm);
- Policy Group members may be advised of the incident but not convened; and
- EOC - Enhanced Activation.

1.5.3 LEVEL THREE

Criteria:

- Limited Evacuation - small number of people and for short duration;
- Impact on Infrastructure - secondary roadway closed for short duration;
- Threat to/Loss of Life - threat or loss of life is minimal;
- Emergency Service Response - limited to one or two agencies with short duration response; and
- EOC – Monitoring Activation.

1.6 EXERCISING THE PLAN

The ability to respond under emergency conditions must be assessed under non-emergency conditions. The efficacy of this Plan will be tested as follows:

- Annual testing in accordance with the Emergency Management and Civil Protection Act regulations; and
- A notification exercise to test the alerting network will be conducted as required.

1.7 REVIEW AND AMENDMENT

This Plan will be maintained by the Corporate Security and Emergency Management Division. It will be reviewed annually by members of the Community Emergency Management Program Committee. Normal administrative changes will be updated as part of the annual review. Changes that directly impact on the viability of the plan shall be brought to the attention of the City Manager and/or the Senior Leadership Team.

1.8 ANNEXES

- A – EOC Policy Group Contact Lists
- B – Contact and Resource List
- C – Alternate Emergency Operations Centre
- D – Exercise “Snow Ball” Practice Alerting Exercise
- E – Glossary of Terms and Acronyms
- F – EOC Policy Group Alerting System
- G – Flood Plan (EES)
- H – Emergency Procedures for Major Power Utilities Service Disruptions (London Hydro)
- I – Environmental Spills Response Plan (EES)

- J – Communications Plan (EIO)
- K – Emergency Social Services Plan (NC&FS)
- L – Hazardous Materials Plan (CEMPC)
- M – Railroad Emergency Plan (CEMPC)
- N – Pandemic Plan (MLHU)
- O – Disaster Recovery Assistance (OFMEM)
- P – Extreme Temperature Protocol (MLHU)

2.0 DECLARATION / TERMINATION OF AN EMERGENCY

2.1 DECLARATION OF AN EMERGENCY

Where serious and extensive steps to protect property and the health, safety and welfare of the public are deemed necessary in managing the emergency, the Mayor, on the advice of the EOC Policy Group, may declare that an emergency exists under the provisions of Section 4 of the Emergency Management and Civil Protection Act, R.S.O. 1990 and may designate an area within the City of London as an "Emergency Area."

Upon declaring an emergency, the Mayor may authorize notification to any of the following:

- Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General;
- Members of City Council;
- Neighbouring Community Emergency Management Coordinators, as appropriate;
- The Public;
- Neighbouring community officials, as appropriate;
- Local Members of Provincial Parliament (MPP); and
- Local Members of Parliament (MP).

The Mayor (or Designate) will authorize notification to the Solicitor General as mandated under the Emergency Management and Civil Protection Act.

Under such a declaration, the Mayor may authorize any of the following actions:

- Evacuation of buildings within the vicinity considered dangerous to occupants;
- Dispersal of persons judged to be in danger or whose presence hinders emergency operations;
- Discontinuation of any service without reference to other consumers where continuation of service constitutes a hazard within the emergency area;
- Provision of shelter as required and available for residents of the emergency area in need of assistance due to conditions of the emergency;
- Deployment of Municipal personnel and equipment;
- Request assistance from volunteers and other agencies not under Municipal control such as St. John Ambulance, the Salvation Army, Canadian Red Cross, Amateur Radio Emergency Service, Intercommunity Health Care, Community Foundation, snowmobile clubs, local industry; and
- Request assistance from the County of Middlesex and its Constituent Municipalities.

2.2 REQUESTS FOR ASSISTANCE

Assistance may be requested by the City in a declared emergency when needed, under the following guidelines:

- The assistance of Federal and Provincial Ministries may be requested via Office of the Fire Marshal and Emergency Management through the Community Emergency Management Coordinator; and
- Assistance from other municipalities may be requested through the respective head of council and/or through senior staff.

The City Clerk (Planning Section) will maintain a record of requests made for Municipal, Provincial or Federal Government assistance in the emergency.

Direction and control of emergency operations will rest with Municipal authorities except where the Provincial or the Federal Government assumes control.

2.3 TERMINATION OF AN EMERGENCY

A community emergency may be terminated at any time by:

- Mayor or Acting Mayor; or
- City Council; or
- Premier of Ontario.

When terminating an emergency, the Mayor may authorize notification to:

- Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General;
- Members of City Council;
- County Officials, as appropriate;
- Members of the Media;
- Public;
- Neighbouring community officials, as required;
- Local Members of Provincial Parliament; and
- Local Members of Parliament.

2.4 RECOVERY AND RESTORATION OF SERVICES

EOC Policy Group

The Policy Group will direct responsibilities for the recovery and restoration of services, the orderly and safe return of citizens to their homes and the clean-up following an emergency situation.

The Managing Director, Environmental and Engineering Services and City Engineer (or designate) will be responsible to coordinate this phase of the emergency with support and advice from other agencies as required. Where a spill of hazardous material is involved, the responsibility of the consignor or owner of the material will be considered.

Inspection of dwellings and buildings to ensure safe occupation will also be organized by the Managing Director, Development and Compliance Services and Chief Building Official with inspection assistance being provided by the Fire Department, London Hydro, Electrical Safety Authority, Middlesex-London Health Unit, and other agencies as required.

Communications

The Director of Communications acting as the Emergency Information Officer will work with the EOC Policy Group to arrange for the prompt release of information and direction to the public through the media concerning clean-up operations and the occupation of dwellings and buildings. This includes the use of the Public Inquiry Centre to assist with public inquiries.

3.0 NOTIFICATION AND ACTIVATION

3.1 NOTIFICATION OF AN EMERGENCY

Emergency Services personnel are typically first on the scene mitigating the incident during any emergency. When the Police, Fire, EMS, or Engineering Supervisor at the site considers the situation or potential situation beyond the capability of the emergency service to manage or support without outside assistance, he/she will so advise the Chief of Police, the Fire Chief, EMS Chief or the Managing Director of Environmental and Engineering Services and City Engineer respectively.

The following EOC Policy Group members (or their alternates), in consultation with the Community Emergency Management Coordinator, will decide if the situation calls for assembly of the EOC Policy Group:

- Chief of Police;
- Fire Chief;
- Paramedic Services (EMS) Chief;
- City Manager, Deputy City Manager;
- Managing Director, Environmental and Engineering Services and City Engineer;
- Community Emergency Management Coordinator;
- Medical Officer of Health;
- Managing Director, Neighbourhood, Children and Fire Services (Emergency Social Services); and
- Chief Executive Officer, London Hydro.

Based on the scope of the emergency they will determine what EOC members, advisors and support staff are required and if so, will request their attendance through the Community Emergency Management Coordinator.

3.2 POLICY GROUP OPERATIONS

Emergency Operations Centre (EOC)

Corporate Security and Emergency Management Division will maintain the Emergency Operations Centre in a state of readiness. This facility is located at the #12 Fire Station in Byron. This is the location where the EOC Policy Group would convene. This centre may be activated at other times to monitor situations that may escalate or for coordination of planned events.

This facilities main role is to support the Incident Commander and assist in ensuring service levels to other parts of the Community.

The EOC consists of a number of rooms:

- **OPERATIONS ROOM** – A large room where operational, planning, logistics, finances/administration is monitored. Information is gathered, collated, evaluated and disseminated in order to provide situation, status reports and EOC action plans to the EOC Policy Group.

- **POLICY ROOM** – Adjoining the Operations Room, a boardroom that allows the Mayor and City Manager to obtain updates from the EOC Director. The City Manager (Policy Group Chair) determines the membership of the Policy Group, normally senior representatives of the key agencies/departments. The EOC Director is appointed by Policy Group to provide leadership in the Operations Room and consolidate information to provide situation reports and upcoming priorities to the Policy Group. This room can also be used by the Operations Section or EOC Director for Section meetings, while the Policy Group is not in session.
- **BREAK-OUT ROOM** – A smaller meeting room is available for working group or separate task-based discussions.
- **ADMINISTRATIVE AREAS** – Access control and the Amateur Radio station are housed in the front administrative area. The Manager’s Office can also be used as a breakout room.
- **COMMUNITY ROOM** – A segregated room at the rear of the building can be setup to house the Public Inquiry Centre.

Operating Cycle

Members of the Policy Group will meet at regular intervals to receive situation reports from the EOC Director, The Policy Group Chair will establish the frequency of meetings based on discussions with the EOC Director and the Emergency Site - Incident Commander. Meetings will be kept as brief as possible allowing members to carry out their individual responsibilities. A display board identifying the status of actions will be maintained and prominently displayed in the Operations Room.

The City Manager will chair operating sessions of the Policy Group. The Policy Group will consider strategic decisions and will break to permit members to consult the Operations Room staff, help develop action plans, continuity of government, business continuity and contact others as necessary.

The intent of these conference sessions is to provide an uninterrupted forum for the Policy Group members to update one another and to recommend necessary actions to be taken. The Mayor will join conference sessions when available and confirm extra-ordinary decisions recommended by the Policy Group.

The Policy Group will require support staff to assist and to record key decisions. The CEMC will provide a Scribe to the Policy Group. Members will require staff at the EOC to handle communications to and from their department or agency to the emergency site. It is the responsibility of all members to notify their staff and associated volunteer organizations.

EOC Meeting Cycle

Members of the EOC IMS team will work in their functional sections; EOC Management, Operations, Planning, Logistics and Finance/Administration. The sections will work during an operational period and develop an EOC action planning process:

- Understand Current Situation and build situational awareness;
- Identify Objectives and priorities;
- Develop the EOC Action Plan;
- Obtain Approvals and distribute EOC action plan; and
- Review and Monitor Progress.

3.3 SUPPLEMENTARY PLANS

Separate emergency plans (Annex’s or Appendices) are maintained by Service Areas, Boards and Commissions to respond to specific emergency situations. One copy of each such plan should be

available in the Emergency Operations Centre and be updated annually by the responsible agency. Copies should also be filed with the Community Emergency Management Coordinator.

4.0 EOC POLICY GROUP

The Emergency Operations Centre Policy Group is responsible for providing immediate and continuing interchange of information, assessment and planning among the officials responsible for emergency operations. Each member will have identified designate(s) to act on their behalf when they are not available. The EOC Policy Group could consist of two groups of officials (depending on the situation) to build the EOC Policy Group:

4.1 EOC POLICY GROUP MEMBERSHIP

The Membership of the EOC Policy Group will be comprised of the following officials:

- Mayor, or Deputy Mayor;
- City Manager, Deputy City Manager or Alternate;
- City Clerk, Deputy City Clerk or Alternate;
- Chief of Police, or Deputies;
- Fire Chief, or Deputies;
- Managing Director, Environmental and Engineering Services and City Engineer, or Alternate;
- Managing Director, of Neighbourhood, Children and Fire Services and/or Managing Director Housing and Social Services and/or Managing Director, Parks and Recreation or Alternates;
- Medical Officer of Health, or Associate MOH;
- Middlesex-London Paramedic Services Chief, or Deputies;
- Director of Strategic Communications, Government Relations, Community Engagement or Manager;
- Community Emergency Management Coordinator, or Alternate;
- Hospital(s) Representative or Alternate;
- Chief Executive Officer, London Hydro or Alternate; and
- General Manager, London Transit or Alternate.

Note: in the absence of the primary member the alternate or designate will fulfil their role.

4.2 EOC ADVISORS

The EOC Staffing can be comprised of any or all of the following officials:

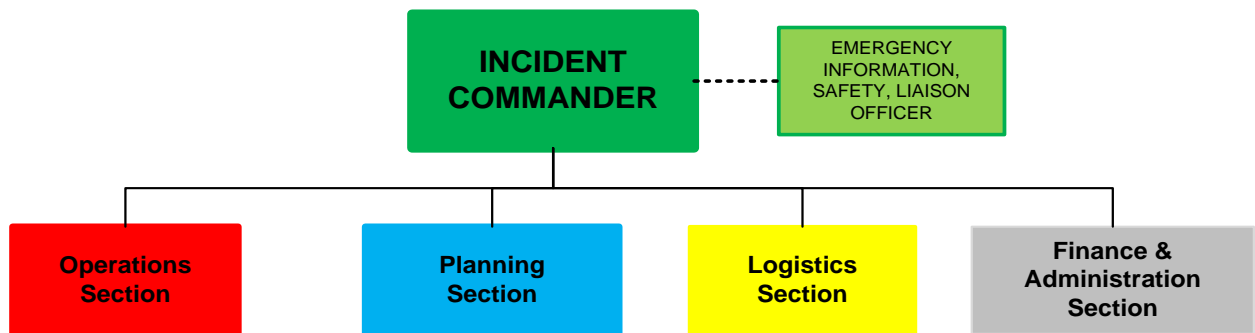
- Director Human Resources;
- Managing Director, Development and Compliance Services, and Chief Building Official;
- Managing Director, Corporate Services, City Treasurer and Chief Financial Officer;
- Director, Information Technology Services;
- Regional Coroner;
- The Thames Valley District School Board;
- The London District Catholic School Board;
- The Incident Industrial Representative;

- The Ministry of the Environment;
- The Upper Thames River Conservation Authority;
- CN / CP
- Office of the Fire Marshal and Emergency Management Representative;
- Ontario Provincial Police Representative;
- Department of National Defense, Canadian Armed Forces Regional Liaison Officer;
- Liaison staff from Provincial and Federal Ministries; and
- Any other officials, experts or representatives from the public or private sectors as deemed necessary.

All members of the EOC Policy Group shall designate alternates to act for them in the EOC, in their absence. Alternate designations are noted in Annex A. Some members may also be required to fulfill positions in the EOC Management, Operations, Planning, Logistics and Finance/Administration Sections.

4.3 THE INCIDENT COMMANDER

The City of London has utilized standard Emergency Management protocols for many years. The City of London has adopted the Provincial model, using “best practices” the Incident Management System (IMS). In a Complex Incident one agency takes the lead role as Incident Commander (IC) or Unified Command. The IC provides coordination and leadership at the site/scene using the IMS model. This person is normally drawn from the lead agency and other leaders take over directing the operations section. This approach has been advocated in both federal and provincial levels.



INCIDENT COMMANDER

The Incident Commander (IC) is appointed by those response agencies on site. He/she will usually be from the lead agency (jurisdiction) involved in the specific type of emergency. For example, in a fire incident, an IC from the Fire Department would be appointed. Another officer from the Fire Department would then assume responsibility for fire ground operations. In a criminal incident, the IC would most probably be from London Police.

However, the collaborative decision on which person is most appropriate is based on the Knowledge, Skills and Abilities of the on-scene personnel.

This appointment would be amended or confirmed by the EOC Policy Group if activated. This appointment may be reassessed or transferred as the incident moves from response to recovery.

COMMAND STAFF

It may be necessary for the Incident Commander (IC) to designate a Command Staff who will provide information, liaison and safety services for the entire organization at the site, they report directly to the IC.

EMERGENCY INFORMATION OFFICER

This person develops and releases information about the incident to the news media, incident personnel, city administrative and political leaders, and other appropriate agencies and organizations. He/she supports the IC with media interviews and works with other involved communications personnel to ensure consistent, accurate and timely communications.

SAFETY OFFICER

The Safety Officer is tasked with creating systems and procedures for the overall health and safety of all responders.

LIAISON OFFICER

The Liaison Officer serves as the primary contact for organizations cooperating with or supporting the incident response.

GENERAL STAFF

OPERATIONS SECTION

The Operations Section implements the incident action plan and is responsible for developing and managing the first responders to accomplish incident objectives set by the Incident Commander. Operations organize, assigns and supervises all resources assigned to an incident including the staging area. It works closely with other members of the Command and General Staff to assign resources from the following agencies:

London Fire Department;
London Police Service;
London - Middlesex Paramedic Service (EMS);
Environmental and Engineering Services;
London Transit;
London Hydro; and
Other Agencies.

PLANNING SECTION

The Planning Section at the site develops the Incident Action Plan. It collects, evaluates, analyzes and disseminates emergency information. The planning process includes preparing and documenting the Incident Action Plan and conducts long range contingency planning.

LOGISTICS SECTION

The Logistics Section coordinates the provision of all resources assigned to the incident. It obtains, maintains and accounts for essential personnel, equipment and supplies.

FINANCE / ADMINISTRATION SECTION

The Finance/Administration Section provides financial and cost analysis support to an incident.

RADIO COMMUNICATIONS

Services likely to be at an emergency site include Police Services, Fire Department, Middlesex-London Paramedic Service (EMS), Environmental and Engineering Services (EES), London Hydro and London Transit personnel. They will make every effort to ensure there is an efficient means of communication in place, both to and from the Incident Commander between emergency service groups.

A clear communications link must be established between the Incident Commander and the EOC. This is done using LCOM1 or LIMS 1, the 800 Mhz. common channels. This talkgroup is to communicate key information relative to Command decisions. Each Agency utilizes their own operational channels/tacs to relay information within their own organization

Communications relating to operational decisions should utilize individual agency channels or talk groups to communicate with staff in the Emergency Operations Centre. Agencies must have access to both radios.

4.4 RESPONSIBILITIES OF THE INCIDENT COMMANDER

Coordination by all resources at the emergency site is important to an effective response. The Senior Fire, Police, EMS Supervisor in conjunction with the EES Supervisor (when applicable) on site will agree who should act as the initial Incident Commander (IC) depending on the nature of the emergency and will advise the Fire Chief and/or Chief of Police, Paramedic Chief respectively.

An on-site "Incident Command Post" will be established by the IC as soon as practical, to bring together supervisors of all emergency services operating at the scene for the purposes of coordinated action. It may also be necessary to establish a resource staging area so that outside resources have a definitive assembling/marshalling point. It will also be necessary to establish an area close, yet in safe proximity, to the emergency site for the media to assemble. The location should be easily identified, and located in proximity to the on-scene Incident Command Post.

The Incident Commander, in liaison with the Senior Fire, Police, Paramedic, EES and other officials on site, is responsible to:

- Implement the Incident Management System
- Direct, control and coordinate the on-site emergency response effort of the Emergency Response Agencies, in accordance with direction from the Senior Officers;
- Maintain contact with the leader of each agency and inform on progress on each;
- Assess the situation, establish an aim and determine the incident action plan;
- In conjunction with Police, Fire, EMS, EES and other key agencies, establish site layout and a Incident Command Post, including an staging area for additional staff resources for the control and coordination of emergency site operations;
- Establish Emergency Site communications capabilities;
- Establish which agencies/personnel are allowed access past the outer and inner perimeters and advise on-site police;

- In coordination with the Director of Communications establish an Assistant Emergency Information Officer - Site Media Spokesperson. Request public information support, as required;
- Request the activation of Alert London – mass notification system;
- Request the activation of the EOC and EOC Policy Group for additional support to the site;
- Maintain continuous contact with EOC Director and Operations Section Chief and or Branch Operations to report the operations status at the emergency site and advise of any assistance or other resources required;
- Take such necessary actions to minimize the effects of the emergency;
- When recovery operations are nearing completion, monitor and advise the EOC about agencies preparing to depart the site;
- Maintain a log of all major decisions, instructions, IMS forms and actions taken; and
- Prepare and submit a final report containing operational evaluation of his/her area of responsibility, including recommendations on changes to the Emergency Response Plan and Supplementary Plans.

4.5 INCIDENT MANAGEMENT SYSTEM

The City of London adopted the Incident Management System (IMS) at the emergency site and has adopted it at the Emergency Operations Centre. IMS is internationally recognized and is endorsed by Office of the Fire Marshal and Emergency Management, based on the National Incident Command System and NFPA 1600. IMS is being implemented by all ministries and communities.

IMS Principles:

1. Five Primary Functions (Command, Operations, Planning, Logistics, Finance/Administration)
2. Establish and Transferring of Command
3. Single or Unified Command
4. Management by Objectives
5. Consolidated Incident & EOC Action Plans
6. Comprehensive Resources Management
7. Unity and Chain of Command
8. Manageable Span of Control
9. Modular Organization
10. Personnel Accountability
11. Common Terminology
12. Integrated Communications

IMS consists of five key functions:

1. Command
2. Operations
3. Planning
4. Logistics
5. Finance / Administration

IMS is the standardized emergency response system, which defines the basic command structure and the roles and responsibilities, required for the effective management of an emergency.

4.6 EOC IMS ORGANIZATIONAL STRUCTURE

The majority of emergency incidents are managed at the site, by the Incident Commander. Incident objectives, strategies and tactics for the site are formulated and directed from the Incident Command Post (ICP). In larger emergencies, onsite responders may require policy, coordination and resources to support site activities by requesting support from the EOC.

An Emergency Operations Centre (EOC) is a pre-designated facility, set up off site, to provide this support. The EOC provides policy direction and support to the site, business continuity. The EOC Director coordinates resources requests from the site(s) and manages all non-site activities.

An EOC may be established by any level of government or the private sector to support individual response agencies or the overall response effort. Emergency Operations Centres are normally activated at the request of the Incident Commander or EOC Policy Group.

When an EOC is activated, the agency may establish a Policy Group (formally the Community Control Group), comprised of the head of the organization (e.g. Mayor, Managing Directors, Chiefs, etc.) and other senior executive officers, in order to provide the EOC Director with policy direction.

The EOC is organised into five major functions; Management, Operations, Planning, Logistics and Finance/Administration. A diagram of this EOC structure is provided on the next page. The primary responsibilities of each of these functions are described below:

EOC Management: Responsible for overall policy and coordination through the joint efforts of government agencies and private organizations. Management includes the EOC Director, Deputy Director, Risk Management Officer, Liaison and Emergency Information Officers.

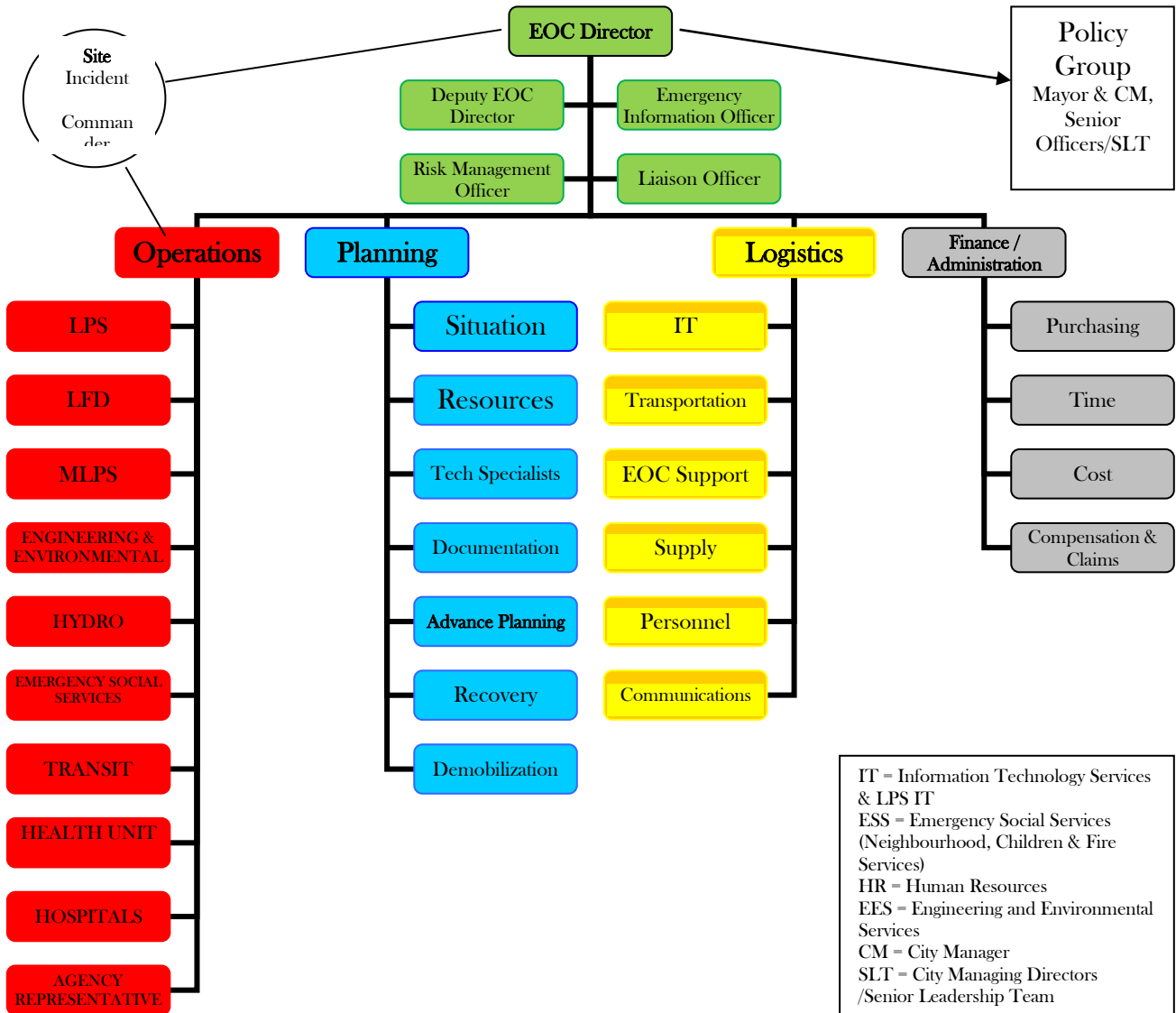
Operations: Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the EOC Action Plan.

Planning: Responsible for collecting, evaluating and disseminating information; developing the EOC's Action Plan and Situation Report in conjunction with other functions; and maintaining EOC documentation.

Logistics: Responsible for ensuring the EOC is operational and providing facilities, services, personnel, equipment and materials.

Finance/Administration: Responsible for financial activities and other administrative aspects

EOC IMS ORGANIZATIONAL CHART



More information on IMS in the EOC in chapter 8

5.0 RESPONSIBILITIES OF THE EOC POLICY GROUP MEMBERS

The members of the EOC Policy Group are authorized to take the following actions:

- Calling out and mobilizing their respective services, equipment or other agencies as required;
- Supporting the Incident Management System at the site and at the Emergency Operations Centre;
- Designating an Agency representative to the EOC Operations Section as Branch Coordinator;
- Assist in the staffing of the EOC Planning, Logistics, Finance/Administrative Sections;

- Coordinating and directing services and ensuring that any actions necessary for mitigating the effects of the emergency are taken;
- Determining if the location and composition of the EOC are appropriate (and that appropriate advisory and support members are present);
- Advising the Mayor as to whether the declaration of an emergency is recommended;
- Advising the Mayor on the need to designate all or part of the City as an emergency area;
- Ensuring that an Incident Commander (IC) is appointed and confirmed if required;
- Ensuring support to the IC in terms of equipment, staff and other resources as required;
- Discontinuing utilities or services provided by public or private agencies, e.g. hydro, water, gas, closing down a shopping plaza/mall;
- Arranging for services and equipment from outside local agencies;
- Notifying, requesting assistance from and/or liaising with various levels of government and other public or private agencies not under municipal control, as considered necessary;
- Determining if volunteers are required and authorizing requests to identify agencies for assistance;
- Implementing Business Continuity Plans to ensure the delivery of services outside of the emergency area;
- Authorizing transportation arrangements for evacuation or transport of persons and/or supplies;
- Ensuring that pertinent information is promptly forwarded to Communications for dissemination;
- Determining the need to establish advisory groups and/or sub-committees/working groups for any aspect of the emergency including recovery;
- Authorizing expenditure of money required to deal with the emergency;
- Notifying personnel under their direction, of the declaration and termination of the emergency;
- Maintaining a log outlining issues, decisions made and actions taken for submission to the City Manager within one week of the termination of the emergency;
- Requesting activation of the London Alert – emergency mass notification system;
- Participating in the operational debriefing following the emergency; and
- Ensuring support to emergency service personnel and the citizens suffering emotional trauma as a result of critical incident stress.

5.1 ELECTED OFFICIALS

5.1.1 The Mayor is responsible for the following:

- Member of the EOC Policy Group;
- Providing overall leadership to the community;
- Provide advice and information from Councilors;
- Designating specific responsibilities to members of the Policy Group as deemed appropriate and receiving interim reports on a continuing basis for such special areas of concern;
- Representing the City of London with Senior Government officials and making the appropriate notifications;
- Serving as main media spokesperson for the Municipality;
- Determining if and when an emergency is declared;

- Declaring an emergency;
- Ensuring Council members are advised of the declaration and termination of an emergency;
- Ensuring Council members are informed of the emergency situation as per Corporate policy; and
- Declaring termination of the emergency.

5.1.2 The Deputy Mayor is responsible for the following:

- In the absence of the Mayor, the Deputy Mayor will assume the duties of the Mayor; and
- In the absence of the Deputy Mayor, the Alternate Deputy Mayor will assume the duties of the Mayor.

5.1.3 City Councillor's are responsible for the following:

- Councillors may be appointed as Alternate Deputy Mayor;
- Adopt by by-law the City of London's Emergency Management Program;
- Approve at council the City of London's Emergency Response Plan, including any amendments;
- Reinforce emergency preparedness messages to their constituents;
- Consider receiving training in emergency management and the Incident Management System provided by the City;
- Refer questions from the public to the City's Public Inquiry Centre, which may be operational during an emergency;
- When receiving calls from their constituents, Councilors can compile issues and concerns to share with the Mayor that will be passed on to the EOC Director and Emergency Information Officer;
- If calls from the media are received by a Councillor, then the information should be forwarded to Corporate Communications/Emergency Information Officer; and
- When the EOC is activated, it is important to note that information should not be posted on websites and social media sites that have not been approved for release by the EOC Director.

5.2 CITY MANAGER

The City Manager, Deputy City Manager or designate is responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Act as the Emergency Operations Centre Director; assign the Command Staff and General Staff Chiefs in the EOC. Activate the Operations, Planning, Logistics and Finance / Administration Sections;
- Chairing Policy Group meetings, determining the meeting cycle and agenda during emergencies or other meeting;
- Act as Chief Advisor to the Mayor on policies and procedures as appropriate;
- Ensuring a master event log is made recording all important decisions and actions taken by the EOC and EOC Policy Group;
- Approving, in conjunction with the Mayor, major announcements and media releases prepared by Communications; and
- Ensuring that a communications link is established between the EOC and IC.

5.3 CITY CLERK

The City Clerk or designate is responsible for the following:

- Member of the EOC Policy Group;
- Assisting the City Manager and/or EOC Director as required;
- Advising the EOC Policy Group in matters of: bylaws and protocols, governing Council;
- If assigned by the EOC Director, act / assign the Finance / Administration Section Chief. Activate the Finance/Admin Section in the EOC; be prepared to assist in the Operations, Planning and Logistics Section.
- Recording emergency expenditures authorized by the EOC Policy Group;
- Maintain a record of requests made for Municipal, Provincial or Federal Government assistance in the emergency; and
- Upon direction of the Mayor, arranging special meetings of Council; and advising Councillors of the time, date and location of the meetings.

5.4 CHIEF OF POLICE

The Chief of Police or deputy will have the following responsibilities in addition to the normal responsibilities of the Police Service:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Alerting persons endangered by the emergency and coordinating evacuation procedures;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and inform the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Police Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the Senior Police on scene;
- Where applicable, establish and/or secure the inner perimeter of the emergency scene;
- Where applicable, establish the outer perimeter in the vicinity of the emergency to facilitate the movement of evacuees, emergency vehicles and to restrict access to all but essential emergency personnel;
- As feasible, provision of the police mobile command vehicle to serve as the multi-agency incident command post;
- Initiating traffic control to facilitate the movement of emergency vehicles and services;
- Provision of facilities for the City's, third alternate Emergency Operations Centre at Police Headquarters;
- Authorizing movement of the primary EOC to the alternate EOC location;
- Providing communications support, and information on the emergency to the Policy Group;
- Arranging for additional Police assistance when necessary;
- Evacuation of buildings or areas as authorized by the Mayor (IC/EOC Director), or the immediate evacuation of residents from a building or area for urgent safety reasons on the decision of the Senior Police Officer on scene in consultation with Fire Services where appropriate, and notifying the EOC or City Manager and the Managing Director of Neighbourhood, Children and Fire Services of such actions;

- Arranging for the maintenance of order in any emergency reception centre, morgue and other facilities established by the EOC;
- Notifying the coroner of fatalities;
- Ensure the protection of life and property and the provision of law and order;
- Securing the emergency site to protect evidence so that subsequent investigation by other agencies is not hindered, for example an aircraft crash site; and
- Liaising with other municipal, provincial and federal law enforcement/intelligence agencies as required. The Chief of Police will ensure that the OPP Western Region Duty Officer is kept informed of any emergency situation in or affecting the City of London, so that current information on the emergency will be on hand at OPP General Headquarters.

5.5 FIRE CHIEF

The Fire Chief or deputy will have the following responsibilities in the emergency in addition to the normal responsibilities of the Fire Department:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Providing the EOC with information and advice on firefighting and rescue matters;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Fire Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the Senior Fire official on scene;
- Informing Mutual Aid Fire Chiefs and/or initiating mutual aid arrangements for the provision of additional firefighters and equipment, if needed;
- Determining if additional or special equipment or capabilities are required and recommending possible sources of supply, e.g. breathing apparatus, protective clothing;
- Determining the level and nature of Mutual Aid Fire assistance to provide to neighbouring communities when requested;
- Providing support to non fire fighting operations if necessary, e.g. rescue, casualty collection, evacuation;
- Maintaining plans and procedures for dealing with spills of hazardous material from the viewpoint of public safety, prevention of explosions and the spread of noxious fumes; and
- Providing advice to other City Services as required in the emergency.

5.6 MANAGING DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES & CITY ENGINEER

Managing Director Environmental and Engineering Services & City Engineer or designate are responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and informing the EOC;

- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Environmental and Engineering Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section;
- Establishing an ongoing communications link with Senior EES on the scene of the emergency;
- Maintaining communications with public works representatives from neighbouring communities to ensure a coordinated response;
- Ensuring provision of engineering assistance;
- Maintaining and repairing sanitary sewage and water systems;
- Providing emergency potable water, supplies and sanitation facilities as required by the Medical Officer of Health;
- Liaising with public utilities to disconnect any services representing a hazard to the public and/or arranging for the provision of alternate services or functions;
- Liaising with the Upper Thames River Conservation Authority regarding flood control, conservation and environmental matters;
- Arranging for snow or building debris clearance on an emergency basis so that vehicle movement can be maintained;
- Developing and implementing a plan for the removal and disposal of debris;
- Arranging for procurement of special purpose vehicles/equipment not in City inventory;
- Obtaining advice from the Chief Building Official on the structural safety of any buildings affected by the emergency and take action as required under the Building Code Act;
- Arranging with London Police for building evacuation where appropriate;
- Providing advice on the structural safety of any buildings affected by the emergency in liaison with the Chief Building Official and arranging with London Police for building evacuation where appropriate;
- Arranging for the demolition of unsafe structures as required;
- Coordinating action for the recovery and restoration of services as outlined in the London Emergency Response Plan, including the inspection of homes and buildings for safe re-occupation where required;
- Maintaining flood plans including river watch in liaison with the Upper Thames River Conservation Authorities and the weather services, when required;
- Maintaining procedures and plans for Engineering and Environmental Services response to spills of hazardous and environmentally damaging materials including containment, neutralizing and clean-up, upon advice from the Fire Department as to the material involved and the remedial action required;
- Arranging for repair of the water distribution system in case of ruptured mains in order to restore availability of water for fire-fighting purposes;
- Providing assistance to accomplish tasks as requested by London Police to support
- evacuations; and
- Arrange for the provision of forestry crews as required.

5.7 MANAGING DIRECTOR OF NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES

The Managing Director of Neighbourhood, Children and Fire Services and/or Managing Director Housing and Social Services and/or Managing Director, Parks and Recreation or designate is responsible for the following:

- Member of the EOC Policy Group;
- Emergency Social Services lead;
- Activating the EOC Policy Group notification system, when applicable;
- Ensuring the well-being of residents who have been evacuated from their homes by arranging emergency lodging, clothing, food, registration, inquiries and other personal services;
- Activation of the Emergency Social Services Plan;
- Coordinating the opening and operation of temporary and/or long-term reception/evacuation centres and ensuring adequate staffing;
- If assigned by the EOC Director, activate the Emergency Social Services Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section.
- Liaising with the EOC with respect to the designated reception/evacuation centres that can be opened on short notice;
- Liaising with the Medical Officer of Health on areas of mutual concern regarding operations in reception centres;
- Liaising with the Ministry of Community and Social Services;
- Liaising with volunteer organizations in regards to providing staff for registering the public in reception centres and providing clergy to the site; and
- Notifying Western Fair and London school boards when their facilities are required as reception centres.

5.8 MEDICAL OFFICER OF HEALTH

The Medical Officer of Health or designate will have the following responsibilities:

- Member of the EOC Policy Group;
- Activate EOC Policy Group notification system in the event of a health emergency;
- Acting as a coordinating link for all emergency health services at the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Health Unit Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Depending on the nature of the emergency, assigning the Incident Commander at the Emergency Site and informing the EOC;
- Liaising with the Ontario Ministry of Health and Long Term Care, Public Health Branch;
- Establishing an ongoing communications link with the senior health official at the scene of the emergency;
- Liaising with senior EMS representatives, hospital officials, relevant health care organizations (i.e. Southwest Local Health Integration Network, the Ministry of Health and Long-Term Care and relevant government agencies);
- Providing authoritative instructions on health and safety matters to the public through Communications;
- Coordinating the response to disease related emergencies or anticipated emergencies such as epidemics, according to the Ministry of Health and Long-Term Care policies;
- Coordinating care of bed-ridden and special needs citizens at home and in reception centres during an emergency;
- Liaise with Local Health Integration Network

- Liaising with voluntary and private health care agencies, as required, for augmenting and coordinating public health resources;
- Coordinating efforts towards prevention and control of the spread of disease during an emergency;
- Notifying the Environmental and Engineering Services and City Engineer regarding the need for potable water supplies and sanitation facilities;
- Liaising with the Emergency Social Services on areas of mutual concern regarding health services in reception centres;
- Providing advice to the Mayor and the EOC Policy Group on health matters;
- When advised by emergency services of an emergency situation involving hazardous substances or any threat to public health, providing advice for the safety of emergency service workers and activities to reduce the adverse affects on the public health;
- Directing precautions in regard to food and water supplies when warranted;
- Arranging for mass immunization where required; and
- Notifying other agencies and senior levels of government about health-related matters in the emergency.

5.9 PARAMEDIC SERVICES (EMS) CHIEF

The Middlesex-London Paramedic Services (MLPS) Chief or deputy is responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Providing information on patient care activities and casualty movement from the emergency site;
- If assigned by the EOC Director, activate the Ambulance (EMS) Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the EMS official at the scene of the emergency;
- Liaising and obtaining EMS resources from the Provincial Ministry of Health and Long-Term Care, Emergency Health Services Branch, Senior Field Manager or On Call EMS Superintendent and from other municipalities for support if required;
- Liaising with the Ambulance Communications Centre regarding patient status, destination, and department case load;
- Organizing the EMS response to assist and coordinate actions of other Social Service agency EMS branches (i.e. patient transport services, and other transportation providers);
- Advising the EOC if other means of transportation are required for large scale responses;
- Obtain EMS Mutual Aid assistance as required for both land and air based patient transport;
- Assist with the emergency evacuation when required;
- Ensure balanced emergency EMS coverage is available at all times throughout the community;
- Liaising with the receiving hospitals; and
- Liaising with Police, Fire, Coroner and Medical Officer of Health, as required.

5.10 DIRECTOR OF COMMUNICATIONS AND EMERGENCY INFORMATION OFFICER (EIO)

The Director of Strategic Communications, Government Relations and Community Engagement or designate; responsibilities include:

- Member of the EOC Policy Group;
- Establishing a communications link with the Community Spokesperson (s) and any other media coordinator(s) (i.e. provincial, federal, private industry, hospitals, etc.) involved in the incident;
- Implementing the Emergency Communications Plan;
- Designate an Emergency Information Officer (EIO) for the EOC
- If assigned by the EOC Director, designate the Emergency Information Officer at the Site and Assistant EIO's in the EOC; be prepared to assist in the Operations and Planning Section.
- Ensuring that all information released to the public is timely, full and accurate;
- Ensuring an Emergency Information Centre is set up and staffed for the purpose of disseminating information to the media;
- Ensuring media releases/PSAs are approved by the Mayor prior to dissemination;
- Handling inquiries from the public and media;
- Coordinating individual interviews and organizing press conferences;
- Ensuring a Public Inquiry Centre is set up (if necessary) to process email and/or phone inquiries;
- Ensuring a Public Inquiry Centre Supervisor is designated and to liaise often with this Supervisor regarding the nature of inquiries;
- Distribute media releases/PSAs to the EOC, Public Inquiry Centre Supervisor and other appropriate key persons;
- Ensuring the public is advised of the Public Inquiry Centre phone number(s) through public service media announcements;
- Monitoring news coverage and social media and correcting any erroneous information;
- Maintaining copies of media releases pertaining to the emergency; and
- Ensure information notification protocols for Elected Officials are exercised.

5.11 COMMUNITY EMERGENCY MANAGEMENT COORDINATOR (CEMC)

The Community Emergency Management Coordinator or alternate responsibilities include:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Ensuring Alert London – Mass Notification System and EOC Policy Group contact lists are kept up to date, for EOC activation;
- Ensuring the email lists and cell phone, electronic device applications are utilized to supplement telephone call-out system;
- Providing advice and support to the Incident Commander and initial responders including liaison with appropriate agencies, service areas and departments;
- Assisting with the decision making process to determine whether to activate the EOC Policy Group notification system when applicable;

- Preparing and arranging the Emergency Operations Centre in readiness to activate;
- If assigned by the EOC Director, act as Deputy EOC Director, assign a Liaison Officer, activate the Incident Management System in the EOC, be prepared to assist in the Operations, Planning, Logistics and Finance/Administration Sections and EOC Support;
- Ensuring EOC Policy Group members have all plans, resources, supplies, maps and equipment;
- Ensuring that a communications link is established between the EOC and Site;
- Providing advice and clarification regarding the London Emergency Response Plan;
- Lead contact between the Municipality and Office of the Fire Marshal and Emergency Management (OFMEM);
- Liaising with Provincial and Federal agencies as required;
- Liaising with support agencies (i.e. Red Cross, St. John Ambulance, Salvation Army, Amateur Radio Emergency Service) as required;
- Addressing any action items that may result from the activation of the London Emergency Response Plan;
- Maintaining logs for the purpose of debriefings and post emergency reporting;
- Acting as Deputy EOC Director, EOC Director and/or Liaison Officer to the EOC as required, provide members for the EOC Support Unit;
- Advising on the implementation of the City of London emergency plans;
- To initiate arrangements with telephone authorities for priority attention to key municipal offices;
- Arranging the provision of administrative staff to assist in the EOC, as required;
- Maintaining plans in place, for the alternate EOC at City Hall and alternate back up at LPS HQ, for use by the EOC as outlined in Annex C of this plan;
- Providing a process for registering EOC and EOC Policy Group members; and
- Forwarding all Provincial Media releases to the Director of Communications (EIO).

5.12 HOSPITALS REPRESENTATIVE

London Hospitals' work collaboratively together on their Emergency Management programs. They would send a representative to attend the EOC Policy Group and EOC Operations Section provide direct liaison to the hospitals' control groups.

Providing information on overall hospital capacity, patient care activities and casualty movement at the hospitals including decontamination status for CBRNE events;

- If assigned by the EOC Director, assist the Hospital Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section;
- Liaising with the Ambulance Communications Centre and EMS regarding patient status, destination, and department case load;
- Activating their emergency plans as appropriate;
- Establishing ongoing communications links with the hospital control groups;
- Liaising and obtaining hospital resources from the Provincial Ministry of Health and Long-Term Care, Emergency Health Regulatory and Accountability, and from other hospitals for support if required;
- Ensure communication regarding availability of essential hospital services occurs at all times throughout the community; and

- Liaising with Police, Fire, Coroner and Medical Officer of Health, Community Care Access Centre, and Southwest Local Health Integration Network (LHIN) as required.

5.13 CHIEF EXECUTIVE OFFICER, LONDON HYDRO

The Chief Executive Officer, or designate London Hydro responsibilities include:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Monitoring the status of power outages and customers without services;
- Providing updates to the EOC on power outages, as required;
- Depending on the nature of the emergency, providing the Operations Section Hydro resources at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, activate the Utilities Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section;
- Liaising with the Independent Electrical System Operators regarding local and global power outage issues;
- Monitoring service status to inform customers relying on home medical equipment, (i.e. oxygen, dialysis machines);
- Providing assistance with accessing generators for essential services or other temporary power measures;
- Arranging to discontinue electrical services to any consumer where considered necessary in the interest of public safety;
- Maintaining plans in place for alternative electrical service, where necessary, and for the priority restoration of affected services as dictated by emergency needs of City services and other essential users;
- Arranging for the clearance of power lines and fallen trees on emergency routes in order that emergency response personnel have access to perform their duties;
- Establishing procedures and maintaining plans for emergency response to transformer oil leaks and for the coordination of response efforts by other departments and agencies in such situations; and
- Assisting with post-disaster clean-up and restoration of services.

5.14 GENERAL MANAGER, LONDON TRANSIT

The General Manager, or designate London Transit responsibilities include:

- Member of the EOC Policy Group;
- Co-ordination of evacuation transportation resources;
- Responding as directed by London Police and/or the EOC regarding the utilization of transportation resources under emergency evacuation conditions;
- Depending on the nature of the emergency, providing the Operations Section transportation resources at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, activate the Transportation Unit of the Logistics Section; and /or Transportation Branch of the Operations Section, in the EOC, be prepared to assist in the Planning Section.
- Coordinating the acquisition, distribution and scheduling of various modes of transport (i.e. public transit, school buses, etc.) for the purpose of transporting persons and/or supplies, as required in an emergency;

- Procuring staff to assist with transit issues, as required;
- Ensuring that a record is maintained of drivers and operators involved;
- Establishing an emergency availability system for all transportation vehicles according to time of day, excluding London Central Ambulance Communications Centre (L.C.A.C.C) dispatched vehicles which will remain the responsibility of the L.C.A.C.C., and
- Provide transportation support for on-site emergency responders as required.

6.0 RESPONSIBILITIES OF EOC ADVISORS

6.1 DIRECTOR, HUMAN RESOURCES

The Director, Human Resources is responsible for the following:

- If assigned by the EOC Director, act as the Risk Management Officer in the EOC
- Assisting with providing necessary staff to help with emergency operations by matching employees' skills with required job (prior to an emergency). Obtaining, recording and maintaining an inventory of employee skills and limitations related to emergency operations, to be verified through the EOC Policy Group and support staff;
- Coordinating offers of, and appeals for, volunteers with the support of the EOC Policy Group. (This may include additional registration of volunteers for Emergency Reception Centres, telephone inquiry call in lines, recovery work parties, etc.);
- Coordination of staff information hotline and internal Corporation of the City of London communications in conjunction with Emergency Management;
- Ensuring safe workplace practices are followed and that appropriate safeguards are in place to protect staff and volunteers. Advising the EOC Policy Group on matters concerning Occupational Health and Safety legislation;
- Advising the EOC Policy Group on legislative and collective agreement aspects of the response. Make recommendations to ensure staff are fairly compensated for extra-ordinary efforts. Work with Union leadership to address any issues arising during the incident.
- Providing identification cards to staff, volunteers and temporary employees when required;
- Providing personal assistance to those employees who are impacted by the emergency. Establishing the necessary support services to allow employees to continue to report to work during the emergency (i.e. daycare, elder care, food services, rest areas, etc.);
- Recommendation to the EOC Policy Group on alternate work schedules, site, telecommuting, etc. in the event that City facilities are impacted;
- Ensuring that records of human resources and related administrative issues that cover financial liability are completed;
- Arranging Critical Incident Stress Debriefing Teams and employee counseling services to respond to the needs of municipal emergency response staff and registered volunteers, during and post emergency, as required; and
- Providing additional staff to the EOC, as required.

6.2 MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

The Managing Director, Development and Compliance Services and Chief Building Official or alternate will:

- Where possible, inspect buildings for visual assessment of damage and advise if any dangerous or unsafe conditions exist; If necessary, retain or request the owner to retain the services of a professionally qualified engineer to determine the structural adequacies of the structure;
- Issue orders as necessary for remedial actions to be undertaken; and
- Proceed with any actions as necessary to “make safe” any building or structure.

6.3 MANAGING DIRECTOR, CORPORATE SERVICES, CITY TREASURER AND CHIEF FINANCIAL OFFICER

The Managing Director, Corporate Services, City Treasurer and Chief Financial Officer responsibilities includes:

- Co-ordinate financial management of the emergency;
- Ensure necessary purchasing and stores support is available to support the incident;
- Assisting the EOC Director, if assigned by the EOC Director, assign a Finance/Administration Section Chief;
- Providing information and advice on financial matters related to the emergency; and,
- Ensuring that records of expenses are maintained for future claim procedure.

6.4 DIRECTOR, INFORMATION TECHNOLOGY SERVICES

The Director, Information Technology Services is responsible for the following:

- Providing information technology services personnel to assist with telecommunications, computer, LAN and GIS needs of the EOC and EOC Policy Group; and
- Provide co-ordination with London Police IT services in the EOC.

6.5 REGIONAL CORONER

When the Regional Coroner is called upon to join the EOC, the following responsibilities will be carried out:

- Providing information on the handling of fatalities;
- Liaising with London Police Service regarding victim identification and evidence gathering/preservation;
- Liaising with the Medical Officer of Health regarding associated health risks to emergency responders and the public;
- Arranging for adequate staffing to deal with the situation;
- Advising the Mayor/City Manager regarding information to be released to the media; and
- Providing information with respect to the establishment of a temporary morgue.

6.6 THE THAMES VALLEY DISTRICT SCHOOL BOARD AND THE LONDON DISTRICT CATHOLIC SCHOOL BOARD

When the Boards of Education are called upon to join the EOC Policy Group, they will provide liaison officer(s) who will have the following responsibilities:

- Provide the EOC with information with respect to the Boards action to ensure the safety and well-being of their students;
- Providing school facilities (as appropriate and available) for use as public information and/or reception centres as required;
- Provide staffing to coordinate the maintenance, use, and operation of the facilities being used as public convergence/assembly and/or reception centres; and
- Act as liaison between the Boards of Education to keep them informed of EOC Policy Group decisions that will impact the Boards activity.

6.7 OFFICE OF THE FIRE MARSHAL AND EMERGENCY MANAGEMENT

Office of the Fire Marshal and Emergency Management (OFMEM) can assist with facilitating access to Provincial and Federal agencies and resources. OFMEM can provide advice on managing an emergency and provide information and access to additional private and public agencies that may assist in the management of the emergency. OFMEM can deploy field officers to provide advice and assistance to the Policy Group and also ministry staff from the MCS&CS communications branch to assist with emergency public information. Access to OFMEM is through the CEMC, who should notify the Provincial Emergency Operations Centre of all major incidents.

6.8 INCIDENT INDUSTRIAL REPRESENTATIVE

When the emergency has been caused by an industrial accident, the EOC may request that the company involved provide the EOC with an advisor.

6.9 DND – REGIONAL LIASION OFFICER

A Canadian Armed Forces Regional Liaison Officer will provide a link between the community and local Department of National Defence resources in London; including 31 Canadian Brigade Group and HMCS Prevost.

6.10 ADDITIONAL E.O.C. ADVISORS

Dependent upon the nature of the emergency, the EOC may require further consultation from, but not limited to, the following internal and external agencies;

Internal

City Solicitor, Legal Services

External

Ministry of the Environment
Ministry of Community and Social Services
Ministry of Municipal Affairs and Housing
Ministry of Health and Long-Term Care
Ontario Provincial Police
Ministry of Transportation
Upper Thames River Conservation Authority

Transport Canada
London International Airport
Canadian National/Canadian Pacific Railroad
Western University
Fanshawe College

7.0 OTHER AGENCIES AND ORGANIZATIONS

7.1 AMBULANCE COMMUNICATIONS CENTRE

The Ambulance Communications Centre is responsible for the dispatch of ambulances in London and Middlesex County operating 24 hours per day, 7 days per week.

7.2 ST. JOHN AMBULANCE

The Southwestern Ontario Branch of the St. John Ambulance Community Services Units, has resources for communications, first aid, child care, ground search and rescue and emergency reception centre medical support. St. John Ambulance will respond to requests from the Emergency Services or the EOC. St. John Ambulance resources are staffed by volunteers and their response is governed by the availability for duty of volunteers.

7.3 THE SALVATION ARMY

The Salvation Army has emergency resources for public welfare, short term accommodation, clothing, feeding, mobile canteen, emergency responder critical incident stress issues, and emergency reception centre support and will respond within their budgetary capabilities when requested by the EOC. The Salvation Army is also prepared to arrange for clergy assistance, emotional and spiritual care personnel at a disaster site or at reception centres when called upon by Police or Fire authorities (IC) or by the (Emergency Supervisor On Call), or Managing Director of Neighbourhood, Children and Fire Services or Delegate.

7.4 CANADIAN RED CROSS

The London and Middlesex Branch of the Canadian Red Cross is prepared to provide Red Cross assistance to the community in the form of a registration and inquiry service as described in the Public Health Agency of Canada "Registration and Inquiry Manual". This service will assist the public in locating immediate relatives who have left their homes as a result of the emergency. Inquiry services may be operated from outside the disaster area in accordance with Red Cross standard operating procedures. Registration and inquiry services will be provided at the request of the (Emergency Supervisor on Call), or Managing Director of Neighbourhood, Children and Fire Services or Delegate.

7.5 AMATEUR RADIO EMERGENCY SERVICE

The Amateur Radio Emergency Service (A.R.E.S.) is the volunteer group which coordinates amateur radio in the London-Middlesex area. They are prepared to establish and maintain emergency radio communications for any purpose required, including assisting Red Cross with registration and inquiry services at reception centres, communications between London hospitals, to supplement municipal communications resources, and to establish a Shadow Network of backup communication paths. Radio operators can deploy mobile and portable radios throughout the area to supplement existing radio networks. An A.R.E.S. control station can be activated at the EOC in a major emergency at the request of the CEMC. Other stations are available at the Middlesex London Health Unit, the London Police Community Command Vehicle, and any location that is reachable by car.

7.6 FEDERAL GOVERNMENT AGENCIES

Federal resource assistance should be accessed through Office of the Fire Marshal and Emergency Management - Provincial Emergency Operations Centre. The financial burden for Federal resource assistance requests made directly from the municipality is born by the Municipality.

7.7 BELL CANADA

Bell Canada is aware of key emergency personnel and departments, and will ensure that these telephones are given priority attention in maintenance and restoration of service in emergency situations. Bell Canada can provide additional emergency telephone lines if the incident has not caused major disruption to their installed services. They also have a telephone and radio equipped mobile command post which can be positioned at emergency sites to augment the City's telecommunications capability

7.8 UNION GAS

Union Gas Limited (ENBRIDGE Gas Limited) has emergency plans in place, personnel and equipment available to handle the restoration of gas mains and services in an emergency when contacted by City Emergency Services.

7.9 LONDON INTERCOMMUNITY HEALTH CENTRE

The InterCommunity Health Centre has emergency resources for public welfare, triage, medical care, medications/prescriptions, emergency reception centre support and will respond when requested by the Emergency Operations Centre Policy Group.

7.10 LONDON COMMUNITY FOUNDATION

In the event of an emergency situation affecting the City, the London Community Foundation has agreed to take on the role of coordinating donation management. To facilitate this important and supportive role, the Foundation will work closely with the City to continually ensure there are efficient policies and processes in place.

8.0 INCIDENT MANAGEMENT SYSTEM IN THE EOC

The London Emergency Response Plan adopts the principles of the Incident Management System (IMS) from the Ontario IMS Doctrine. Based on the five key functions that must occur during any emergency situation, IMS can be used for any size or type of emergency to manage response personnel, facilities and equipment. Principles of the Incident Management System include the use of common terminology, modular organization, integrated communications, unified command structure, EOC action planning, manageable span of control, personnel accountability, unity and chain of command, management by objectives and comprehensive resource management.

The Emergency Operations Centre consists of the IMS five major functions Management, Operations, Planning, Logistics, Finance/Administration Sections and the EOC Policy Group. (formally known as the Municipal Emergency/Community Control Group).

Response Goals

The following response goals are applied to all emergency situations:

Provide for the health and safety of all responders;
Save lives;

Reduce suffering;
Protect public health;
Protect government/critical infrastructure;
Protect property;
Protect the environment;
Reduce economic and social losses; and
Maintain public confidence.

8.1 POLICY GROUP

When an EOC is activated, the Municipal Emergency Control Group and local authorities may establish a Policy Group comprised of the head of the local authority (e.g. Mayor) and other elected officials and senior executive officers in order to provide the Incident Commander and EOC Director with policy direction. An example of this level of policy direction is the declaration of a “state of emergency”. The Policy Group is responsible for executing the emergency response plan and making decisions on issues not covered in the London Emergency Response Plan (LERP). This group decides whether to declare or cancel a Declaration of Emergency. It is also responsible for the continuity of government and business continuity plans for the City of London. It is responsible, through emergency information staff, for ensuring that the public is informed during an emergency. Members of the policy group are found on page 14 of the plan.

Roles and Responsibilities:

- Provide overall policy direction;
- Changing/amending bylaws or policies;
- Could request Municipal/Provincial level assistance;
- Declare a State of Local Emergency;
- Declare termination of State of Local Emergency; and
- Acting as an official spokesperson.

8.2 EOC MANAGEMENT

Management Section

The Management Section is responsible to provide, for the overall management and coordination of site support activities and consequence management. Coordination through the joint efforts of the EOC, City, government agencies and private organizations. Coordination between EOC sections and between the site.

The EOC Management Section consists of the following positions:

EOC Director (City Manager, CEMC, City Senior Leadership Team and/or Chiefs)
Deputy EOC Director
Emergency Information Officer (Director of Strategic Communications, GR and CE Division)
Risk Management Officer (City Senior Leadership Team)
Liaison Officer (City Senior Leadership Team)

EOC Director:

- Overall authority and responsibility for the activities of the EOC;
- Ensures organizational effectiveness;
- Provides leadership to the EOC Management team;
- Sets out priorities and objectives for each operational period and ensures they are carried out;
- Liaises with the Policy Group; and
- Approves emergency information releases.

The EOC Director is responsible for ensuring that the EOC is ready for use on short notice. The EOC contains information display materials, telecommunications and any additional supporting equipment, documents, and supplies required to ensure efficient operations and effective emergency management on a 24-hour per day basis. In addition, power generation capabilities and other special life support systems may be required to allow for continuous operations apart from normal public utilities and services.

Emergency Information Officer:

- Establishes, maintains media contacts;
- Coordinates information for release;
- Coordinates media interviews;
- Liaises with other information officers;
- Prepares public information materials; and
- Prepares EOC messaging sheets.

Legal, Risk Management Officer:

- Monitors EOC safety, recommends safety modifications to operations;
- Maintains link with safety officers as applicable;
- Assesses unsafe situations and halts operations if necessary;
- Identifies liability and loss exposures to personnel and property and for City;
- Provides advice and assistance on matters related to occupational health and safety regulations;
- Provides advice and assistance on matters related to law and how they may be applicable to the actions of the City during the emergency; and
- Provide advice on Human Resource matters, such as collective agreements and work scheduling

Liaison Officer:

- Invites required or requested agencies to the EOC, as identified by the EOC Director and EOC Management Team;
- Maintains regular contact with cooperating agencies; and
- Assists EOC Director with activities (meetings & briefings).

8.3 EOC GENERAL STAFF

Operations Section

The Operations Section is responsible for coordinating all jurisdictional operations in support of the emergency response. The Operations Section is also responsible for gathering current situation information from the site and sharing it with the Planning Section and other Management Team personnel, as appropriate; coordinating resources requested from the site to the Planning Section.

The Operations Section consists of the following positions:

Operations Section Chief

Fire Branch

Police Branch

EMS Branch

Emergency Social Services Branch

Public Health Branch (Health Unit, Hospitals)

Environmental and Engineering Services Branch

Utilities Branch (London Hydro, London Transit)
Other

Operations Chief:

- Ensures coordination of the Operations function including supervision of the various Branches required to support the emergency event;
- Ensures that operational objectives and assignments identified in EOC Action Plans are carried out effectively;
- Establishes the appropriate level of Branch and Unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly;
- Consults with Planning Chief to clearly define areas of responsibility between the Operations and Planning Sections;
- Maintains a communication link between Incident Commander at the site and the EOC, for the purpose of coordinating the overall response, resource requests and event status information;
- Ensures that the Planning Section is provided with Branch Status Reports and Incident Reports;
- Conducts periodic Operations briefing for the EOC Director and EOC Management Team as required or requested;
- Approves special resource requests and/or obtains the EOC Directors approval of critical and extra ordinary resources; and
- Supervises the Operations Section.

Branch Directors

Branch Directors oversee the operations of a particular city service area or outside agency. A Branch Director will be responsible for coordinating the activities of their service agency site personnel, dispatch centre, with other branches in the operations section. Additional Branch staff may be required, dependent on the size of the emergency event and the support required. Each Branch has a Roles and Responsibilities binder in the EOC.

Planning Section

Responsible for compiling, evaluating and disseminating situation information in coordination with other functions, anticipating / planning for future needs and maintaining all EOC documentation.

The Planning Section consists of the following positions:

Planning Section Chief;
Situation Unit;
Resources Unit;
Documentation Unit;
Advanced Planning Unit;
Demobilization Unit;
Recovery Unit; and
Technical Specialists.

Planning Chief:

- Collects, processes, evaluates and displays situational information;
- Develops EOC Action Plans in coordination with other functions;
- Tracks the status of EOC issued resources;
- Maintains all EOC documentation;
- Conducts advanced planning activities and makes recommendations for action;

- Obtains technical experts for the EOC;
- Plans for EOC demobilization of personnel and resources; and
- Facilitates the transition to the recovery phase.

Logistics Section

Responsible for ensuring the EOC is operational and providing / obtaining facility services, personnel, equipment and materials.

The Logistics Section consists of the following positions:

Logistics Section Chief
 Information Technology Branch
 EOC Support Branch
 Supply Unit
 Personnel Unit
 Transportation Unit

Logistics Chief:

- Provides / acquires requested resources including personnel, facilities, equipment and supplies;
- Arranges access to technological and telecommunications resources and support;
- Acquires and arranges resources for the transportation of personnel, evacuees and goods; and
- Provides other support services such as arranging for food and lodging for workers within the EOC and other sites.

Finance and Administration Section

Responsible for cost accounting, compensation and administration in the EOC.

The Finance and Administration Section consists of the following positions:

Finance & Administration Section Chief
 Time Unit
 Compensation and Claims Unit
 Procurement Unit
 Cost Accounting Unit

Finance & Administration Chief:

- Monitors the expenditures process and response and recovery costs;
- Coordinates claims and compensation;
- Tracks and reports on personnel time;
- Develops service agreements and / or contracts; and
- Oversees the purchasing processes.

9.0 POPULATION EVACUATION

It may be necessary in an emergency for the residents of an area of the City to be temporarily evacuated from their homes for their own welfare and safety. Such a requirement may be of an urgent or short-notice nature caused by an immediate hazard, and decided upon and directed by Police in collaboration with Fire authorities. Police and Fire authorities will consider the advice of the Medical Officer of Health when deciding on the need for such immediate evacuation where health

matters are involved. A less immediate but probably larger scale evacuation could be decided upon and directed by the EOC, as in the case of an impending flood situation. The aim in any such operation will be to care for the evacuated persons, to bring families together, and to re-establish residents in their homes.

When the Police and/or Fire authority decides that an immediate and urgent evacuation is necessary, they will attempt to arrange for a nearby facility such as a community centre, shopping mall, or a school, to be utilized as a Reception Centre to provide essential needs to those adversely affected by the event.

The Incident Commander will notify the EOC Policy Group of the initial actions taken. When transportation beyond private vehicles is required to assist residents to move, the City Manager will request London Transit to provide buses for this purpose.

Further arrangements for the welfare of evacuees while accommodated at such a temporary shelter facility by City direction will be the responsibility of the Managing Director of Neighbourhood, Children and Fire Services, assisted by City Service Areas and Departments as necessary and if possible by volunteer agencies noted here. When an urgent evacuation is considered necessary by the Medical Officer of Health, he will so advise the Mayor and the assistance of municipal essential service agencies will be made available.

In a situation where a less urgent, but major evacuation of an area is decided on by the EOC or by the City Manager, coordination of measures to arrange for one or more suitable reception facilities and for the welfare of evacuees will be the responsibility of the Managing Director of Neighbourhood, Children and Fire Services assisted by other municipal service and volunteer agencies. In the case where the City accepts a commitment to provide temporary shelter and welfare requirements for a group of evacuees from another community in Ontario, the City Manager will direct responsibilities of municipal agencies for management of the commitment.

10.0 PLAN DISTRIBUTION LIST

EOC Policy Group Membership

- Mayor
- City Manager
- City Clerk
- Chief of Police
- Fire Chief
- Managing Director of Environmental & Engineering Services
- Managing Director of Neighbourhood, Children and Fire Services
- Managing Director of Parks and Recreation
- Medical Officer of Health
- Middlesex-London Emergency Medical Services Chief
- Director Communications & Emergency Information Officer
- Community Emergency Management Coordinator
- Chief Executive Officer, London Hydro
- General Manager, London Transit
- London Health Sciences Centre
- St. Joseph's Health Care London

EOC Staff and Others

- Corporate Services and Service Areas
- Middlesex County – CEMC
- Western University
- Fanshawe College
- Ambulance Communications Centre
- St. John Ambulance
- Canadian Red Cross
- The Salvation Army
- Amateur Radio Emergency Service (ARES) London
- Commander, Canadian Forces, Army Reserve, 31 Canadian Brigade Group
- Commander, Canadian Forces, Navy Reserve, HMCS Prevost
- Chief – Office of the Fire Marshal and Emergency Management
- Office of the Fire Marshal Emergency Management Community Officer – St. Clair Sector
- CN & CP – Police
- Ontario Provincial Police - Western Region Headquarters
- RCMP - O Division and London Detachment
- London International Airport
- London Community Foundation
- London InterCommunity Health Centre
- Local Health Integration Network

*A copy of the London Emergency Response Plan can be found on our website at:
www.london.ca/emergency*

Bill No. 3
2020

By-law No. A.-_____ -_____

A by-law to approve a Neighbourhood, Children and Fire Services Funding Agreement Template; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV Neighbourhood, Children and Fire Services, to approve and execute agreements using the Neighbourhood, Children and Fire Services Agreement Template.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that (1) a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and (2) that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality, including respecting climate change; 6. Health, safety and well-being of persons; 7. Services and things the municipality is authorized to provide under subsection (1); 8. Protection of persons and property;

AND WHEREAS section 22 of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS the City and the Province of Ontario have entered into an Ontario Transfer Payment Agreement for the purposes of funding Ontario Child Care and EarlyON Child and Family Centres;

AND WHEREAS sections 9 and 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* ("CCEYA") The Corporation of the City of London is designated as the Service System Manager for the geographic service area of "City of London and County of Middlesex";

AND WHEREAS under section 56 of the *CCEYA*, a service system manager shall: (a) develop and administer local policies respecting the operation of child care and early years programs and services; (c) coordinate the planning and operating of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager; (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable; (e) perform such other duties as may be prescribed by the regulations;

AND WHEREAS under section 57 of the *CCEYA*, a service system manager may: (a) establish, administer, operate and fund child care and early years programs and services; (c) fund and provide financial assistance for other programs and services prescribed by the regulations that provide or support temporary care for or supervision of children; (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services; (e) evaluate and assess the impact of public funding; and (f) exercise such other powers as may be prescribed by the regulations;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act*,

2014 provides that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

AND WHEREAS subsection 57(4) of the *Child Care and Early Years Act, 2014* provides that s. 19 of the *Municipal Act, 2001* does not limit a service system manager that is a municipality from exercising its powers under the Act or s. 9 of the *Municipal Act, 2001* throughout its service area;

AND WHEREAS subsection 57(6) of the *Child Care and Early Years Act, 2014* provides that section 106 of the *Municipal Act, 2001* does not apply with respect to assistance for child care and early years programs and services;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* enables a municipality to delegate certain powers and duties any Act, to a person or body, subject to restrictions set out in the *Municipal Act, 2001*;

AND WHEREAS the Municipal Council has deemed the delegations herein to be of a minor nature, having regard to the number of people, the size of the geographic area, and the time period affected by the delegation;

AND WHEREAS nothing in subsection 23.1 of the *Municipal Act, 2001* restricts a municipality from delegating its administrative powers;

AND WHEREAS the Municipal Council has adopted a “Delegation of Powers and Duties Policy” for establishing guidelines to consider when delegating its powers and duties to a person;

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

1. The Neighbourhood, Children and Fire Services Funding Agreement Template, substantially in the form attached as Schedule “A” to this by-law, is hereby authorized and approved.
2. The Managing Director, Neighbourhood, Children and Fire Services or in their absence the Manager IV, Neighbourhood, Children and Fire Services, is hereby delegated the authority to execute Funding Agreements based on the Template authorized and approved in section 1 of this by-law
3. The authority of the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV, Neighbourhood, Children and Fire Services, to act under sections 1 and 2 of this by-law, is subject to the following:
 - i. such actions are consistent with the requirements contained in the Funding Agreement approved in section 1 above;
 - ii. such actions are in accordance with all applicable legislation;
 - iii. such actions do not require additional funding or are provided for in the City’s current budget; and,
 - iv. such actions do not increase the indebtedness or liabilities of The Corporation of the City of London.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

SCHEDULE "A"

NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES FUNDING AGREEMENT THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

THIS AGREEMENT MADE THIS <insert day> DAY OF <insert month> , 20 <insert year>

BETWEEN

<INSERT NAME OF PARTY>
("the Agency")

AND

The Corporation of the City of London
a municipality incorporated under the laws
of the Province of Ontario:
("the City")

WHEREAS pursuant to multiple pieces of Provincial legislation, described below, the City is party to a number of various funding arrangements (including but not limited to receiving funds, sharing funds and distributing funds) with community partners for the purposes of implementing and delivering community services and programs;

AND WHEREAS pursuant to section 2(1) of the *Child Care and Early Years Act, 2014*, S.O. 2014, c.11, Sched. 1 (the "CCEYA"), "service system manager" is defined as a municipality or district social services administration board designated by the regulations as the service area of that service system manager in accordance with section 65(1);

AND WHEREAS the City has a Child Care and Early Years Service System Plan (the "Plan"), in accordance with section 51(1) of the CCEYA;

AND WHEREAS in accordance with section 51(5), Council of the City has approved the Plan;

AND WHEREAS pursuant to section 54(3) of the CCEYA the Minister of Education (the "Minister") may enter into agreements with the service system manager for the purposes of establishing, administering, operating or funding child care and early years programs or services, or to fund or provide financial assistance for persons charged fees in respect of child care, or for funding or providing financial assistance that support the temporary care for or supervision of children;

AND WHEREAS a service system manager has all the rights, powers and privileges of a natural person, in accordance with section 9 of the *Municipal Act, 2001*;

AND WHEREAS a service system manager shall,

- (a) develop and administer local policies respecting the operation of child care and early years programs and services;
- (b) administer the delivery of financial assistance provided by the Minister under clause 54 (1) (b), in accordance with the regulations;
- (c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

- (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable;
- (e) perform such other duties as may be prescribed by the regulations.

AND WHEREAS a service system manager may,

- (a) establish, administer, operate and fund child care and early years programs and services;
- (b) provide financial assistance for persons who are charged fees in respect of licensed child care, authorized recreational and skill building programs and extended day programs, in accordance with the regulations;
- (c) fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children;
- (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;
- (e) evaluate and assess the impact of public funding; and
- (f) exercise such other powers as may be prescribed by the regulations.

AND WHEREAS the Agency provides one or more of the services prescribed in O. Reg. 137/15;

AND WHEREAS the Province has entered into an Transfer Payment Agreement with the City for the provision of funding to the City for the purpose of funding services related to child care and EarlyON Child and Family Centre organizations;

AND WHEREAS the City has the authority pursuant to the legislation indicated in the attached Attachment to enter into this Agreement for the provision of funding for services related to child care and EarlyON Child and Family Centres;

AND WHEREAS the Recipient has agreed to provide services related to child care and EarlyON Child and Family Centres as described in the Attachment (Program Description Schedule);

AND WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein the parties agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement and all Attachments to this Agreement, words will be defined in accordance with the applicable legislation, unless otherwise defined in an Attachment.

2. ATTACHMENTS FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

- 2.1 The following Attachments, marked with an "X," form part of this Agreement:

_____ Attachment A: Reporting Requirements

- _____ Attachment B: EarlyON Child and Family Centres Funding
- _____ Attachment C: Children's Services Funding
- _____ Attachment D: Neighbourhood, Children, and Fire Services Standard Purchase of Services
- _____ Attachment E: Letter of Understanding

3. TERM

- 3.1 This Agreement shall take effect on signing by both parties and will continue until it is replaced or superseded by a subsequent agreement or until it is terminated pursuant to the termination provisions of this Agreement. The completion of obligations under an Attachment to this Agreement does not terminate any obligations or the validity of this Agreement or any of the other Attachments.

4. THE AGENCY/CITY RELATIONSHIP

- 4.1 The City, in its sole discretion, may pay funding to an Agency, in accordance with this Agreement and applicable Attachment(s). The amount, if any, shall be determined by the City, from time to time.
- 4.2 The Agency, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.
- 4.3 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Agency or between the City and any employees, agent or contractor of the Agency.

5. TERMINATION

- 5.1 This Agreement may be terminated by either party upon giving the greater of: sixty (60) days' notice, in writing, without penalty or cause, or notice in accordance with the applicable Attachment(s).
- 5.2 Individual Attachments can be terminated in accordance with their specific provisions and without having any effect on this Agreement.
- 5.3 Notwithstanding anything else in this Agreement or Attachments, the City retains the discretion to terminate the Agreement or the Attachments immediately as a result of non-performance or default, and will provide written notice in accordance with section 12 of this Agreement.
- 5.4 Each of the following events will constitute an event of default or non-performance:
- (a) in the opinion of the City, the Agency breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with Attachment A, reports or such other reports as may have been requested;
 - (b) the Agency's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the City provides the funds;
 - (c) the Agency makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the

Agency bankrupt, or applies for the appointment of a receiver; or

(d) the Agency ceases to operate.

5.5 Consequences of Termination on Notice by the City. If the City terminates the Agreement pursuant to section 11.1, the City may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand from the Agency the payment of any Funds remaining in the possession or under the control of the Agency; and

(c) determine the reasonable costs for the Agency to wind down the Program, and do either of the following:

(i) permit the Agency to offset such costs against the amount the Agency owes pursuant to section 11.2; and,

(ii) subject to section 4.1, provide Funds to the Agency to cover such costs.

6. INDEMNIFICATION

6.1 The Agency undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Agency's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(a) any breach of this Agreement by any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);

(b) any loss or misuse of funds held by the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);

(c) the acts or omissions of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) in performing the services or otherwise carrying on the Agency's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines and penalties;

(d) any claim or finding that any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) are employees of, or are in an employment relationship with, the City or are entitled to Employment Benefits of any kind;

(e) any liability on the part of the City under any statute (including but not limited to the *Income Tax Act* or an employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties by virtue of any of the following being considered to be an employee of the City, from Agency: the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers); and,

(f) any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the Corporation to pay income tax, charges or penalties under the *Income Tax Act (Canada)* in respect of any claims, demands and amounts payable in accordance with the contract which may be made by, on behalf of, or related to Services Canada Skills Development and Human Resources Development Canada or by any other government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the

Agency's behalf.

7. LIABILITY INSURANCE

7.1 The Agency undertakes and agrees that throughout the term of this Agreement, the Agency shall maintain:

(a) general liability insurance on an occurrence basis covering the Agency, its officers, servants, contractors, and agents for an amount not less than Five Million (\$5,000,000.) dollars to cover any liability resulting from anything done or omitted by the Agency or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency; and,

(b) automobile insurance for any owned or leased vehicle used by the Agency for the provision of services in an inclusive limit of not less than Two Million (\$2,000,000.) dollars against statutory liability and accident benefits.

7.2 In addition, the Agency shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

Amount of Funding	Minimum Crime Insurance Limit
Less than \$30,000	\$5,000
\$30,001 - \$100,000	\$25,000
Greater than \$100,000	\$100,000

7.3 The Agency shall submit prior to signing this Agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788, or as amended from time to time), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

7.4 Failure to procure and maintain any insurance under this Agreement or Attachments shall constitute a default under this Agreement.

8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS

8.1 The Agency agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Services. The Agency shall treat all confidential and proprietary information communicated to or acquired by the Agency, or disclosed by the City in the course of carrying out the Services provided for herein in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Agency on any other project without the prior written approval of the City.

8.2 The Agency shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

8.3 The Agency shall require each of its employees and agents who work under this Agreement to follow City's work rules and polices while on City premises.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) TRAINING

9.1 The Agency shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

10. INTELLECTUAL PROPERTY

10.1 Where the Agency develops a work or a product under this Agreement, the Agency hereby assigns to the City, and confirms that the Agency has assigned all, and not less than all, of its right, title and interest throughout the world, including reversionary interests and rights of renewal and other rights, in and to the copyright and all other rights in the work and in the product including the right to create derivative works which modify or alter the work and the product in any manner whatsoever.

10.2 Where the Agency develops a work or a product under this Agreement, the Agency hereby waives the whole of its moral rights in the work and in the product.

10.3 Where the Agency develops a work or a product under this Agreement, the Agency;

(a) represents and warrants that the use of the work or product does not violate any copyright or infringe third party intellectual property rights;

(b) covenants that the use of the work or product will not violate any copyright or infringe third party intellectual property rights;

(c) agrees to indemnify the City of any liability, injury or damage, including legal costs or expenses incurred by the City as a result of any breach or alleged breach of a term, warranty, representation or covenant in this Agreement by the Agency;

(d) agrees that the indemnities herein set forth shall survive in perpetuity; and,

(e) agrees not to institute any action against the City on the grounds that the use of the work or product constitutes an infringement of its moral rights.

11. RELATIONSHIP OF AGREEMENT TO ATTCHAMENTS

11.1 Where there is a conflict between the terms or obligations of the Agreement and an Attachment, the more restrictive term shall apply.

11.2 A default under any of the Attachments also constitutes a default under the Agreement.

11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Attachments has been delegated to the Managing Director, Neighbourhood, Children and Fire Services or in their absence, the Manager IV, Neighbourhood, Children and Fire Services.

12. NOTICE

12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Attachment.

12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under an Attachment) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be addressed as follows:

If for the Agency:
To: <insert Agency's name>
Address: <insert Agency's address>

If for the City:

To: The Corporation of the City of
London

Attn: Managing Director, Neighbourhood,
Child and Fire Services

12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.

12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the second (2nd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

13. CONFLICT OF INTEREST

13.1 The Agency shall disclose in writing to the Managing Director any outside interest and commitments that may generate a conflict of interest before commencing work under this Agreement and thereafter upon any such outside interest or commitment coming to the Agency's attention. "Conflict of Interest" means a situation in which the interests of the Agency or the Agency's staff or any outside interest or commitment of the Agency comes into conflict, or appears to come into conflict, with the interests of the City and includes both non-pecuniary and pecuniary interests (direct or non-direct). The Managing Director shall review the conflict promptly after disclosure by the Agency and shall give the Agency notice in writing of their determination as to whether any outside interest or commitment raises a potential conflict of interest with respect to the Agency's commitments identified in the Attachments to this Agreement, and the decision of the Managing Director shall be final. Disclosures of conflicts by the Agency to the Managing Director shall be kept confidential except to the extent necessary to review, consider and resolve any conflict and as permitted by the *Municipal Freedom of Information and Protection of Privacy Act*. A conflict of interest may be resolved by the Agency amending its obligations under one or more Attachments to this Agreement, or by terminating one or more Attachments to this Agreement, upon the written direction of the Managing Director or by the termination of the contract in accordance with section 5.

14. RETURN OR REALLOCATION OF FUNDS

14.1 Without limiting any rights of the City under this Agreement or its Attachments, if the Agency has not spent all of the funds allocated for the funding year as provided for in the budget, the City may take one or both of the following actions:

- (a) demand the return of the unspent funds; and,
- (b) adjust the amount of any further instalments of funds accordingly.

14.2 In the event this Agreement is terminated by a new agreement between the City and the Agency, the Agency will return to the City any funds remaining in its possession or under its control if requested by the City.

14.3 If at any time the City provides funds in excess of the amount to which the Agency is entitled under the Agreement, the City may:

- (a) deduct an amount equal to the excess funds from any further instalments of funds; or,

(b) demand that the Agency pay an amount equal to the excess funds to the City.

14.4 If, pursuant to the Agreement:

(a) the City demands from the Agency the payment of any funds or an amount equal to any funds; or,

(b) the Agency owes any funds or an amount equal to any funds to the City, whether or not the City has demanded their payment.

such funds or other amount will be deemed to be a debt due and owing to the City by the Agency, and the Agency will pay or return the amount to the City immediately, unless the City directs otherwise.

14.5 The City may charge the Agency interest on any money owing by the Agency at the then current interest rate charged by the City on accounts receivable.

14.6 The Agency will pay any money owing to the City by cheque payable to "The Corporation of the City of London" and delivered to the City as provided for in section 12.

14.7 If the Agency fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Agency by the City.

15. COMMUNICATIONS REQUIREMENTS

15.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Agency will:

(a) acknowledge the support of the City and the Province (where applicable) for the Program; and,

(b) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).

15.2 The Agency will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Agency and do not necessarily reflect those of the City.

16. GENERAL PROVISIONS

16.1 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

16.2 Entire Agreement

This Agreement and Attachments constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

16.3 Time

The Agency shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

16.4 Waiver

The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

16.5 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.

16.6 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot, or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

16.7 Survival

All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to this Agreement shall survive termination or expiry of this Agreement.

16.8 Joint and Several Liability

Where the Agency is comprised of more than one entity, all such entities will be jointly and severally liable to the City for the fulfillment of the obligations of the Agency under the Agreement.

IN WITNESS WHEREOF the parties have caused to be executed, this Agreement
SIGNED SEALED AND DELIVERED;

The Corporation of the City of London

Date

Managing Director; Neighbourhood, Children and Fire
Services

<INSERT NAME OF AGENCY>

Date

Per:
Signature

Print Name, Title
I have authority to bind the Corporation

Date

Witness Signature
(required where Agency is not a Corporation)

**ATTACHMENT “A”
REPORTING REQUIREMENTS**

[INSERT DATE]

[INSERT NAME AND
ADDRESS OF AGENCY]

1. This Attachment is provided for convenience purposes only and represents obligations agreed to under the Agreement and Schedules. This Attachment may be amended from time to time by the Managing Director; Neighbourhood, Children and Fire Services, or in their absence Manager IV, Neighbourhood, Children and Fire Services.
2. The Parties may jointly agree whether to cease use of Attachment A, but will continue to be subject to any reporting requirements contained within the Agreement and Attachments.
3. In accordance with this Agreement and Attachment, the following Reporting Requirements form part of this Agreement, marked with an X:

ANNUAL

		Annual Date
	Confirmation of General Liability Insurance	From execution of Agreement
	Operating Grant - Annual Report	31 days after anniversary of Funded Activity start date

SINGLE REPORT

		Date
	Capital Grant – Annual Report	31 days after Funded Activity end date
	One-time Funding Allocation Report	One year from date of funding

OTHER

		Date
	Capital Grant - Audited Financial Statement	8 months after end of Term

ATTACHMENT "B"
EARLYON CHILD AND FAMILY CENTRES FUNDING

Please contact <INSERT CITY CONTACT> as needed with further questions, requests for approvals, and year-end financial reporting.

I acknowledge and agree with terms set forth in this Attachment.

Agency: <INSERT NAME>

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Funding Year" means the period commencing on the Effective Date and ending on the following December 31.

"Funds" means the money the City provides to the Agency pursuant to the Agreement.

"Maximum Funds" means the maximum amount the City will provide the Agency under the Agreement as set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Program" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

- (a) Provide the Agency up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Agency in accordance with the payment plan attached to the Agreement as Schedule "E"; and,
- (c) deposit the Funds into an account designated by the Agency provided that the account:
 - (i) resides at a Canadian financial institution; and,
 - (ii) is in the name of the Agency.

A2.2 Limitation on Payment of Funds

Despite section A4.1:

- (a) The City is not obligated to provide any Funds to the Agency until the Agency provides the certificates of insurance or other proof as the City may request;
- (b) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the City may adjust the amount of Funds it provides to the Agency in any Funding Year based upon the City's assessment of the information the Agency provides to the City; and,
- (d) if the City does not receive the necessary funding from the Ontario Legislature, the City is not obligated to make any such payment, and, as a consequence, the City may:
 - (i) Reduce the amount of Funds and, in consultation with the Agency, change the Program; or,
 - (ii) Terminate the Agreement.

A2.3 Use of Funds and Carry Out the Program

The Agency will do all of the following:

- (a) Carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines; and,
- (d) not use the Funds to cover any specific cost that has or will be funded or

reimbursed by any third party, ministry, agency or organization of the Government of Ontario.

A2.4 Interest Bearing Account

If the City provides Funds before the Agency's immediate need for the Funds, the Agency will place the Funds in an interest bearing account in the name of the Agency at a Canadian financial institution.

A2.5 Interest

If the Agency earns any interest on the Funds, the City may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or,
- (b) demand from the Agency the payment of an amount equal to the interest.

A2.6 Rebates, Credits and Refunds

The Agency will calculate Funds based on the actual costs to the Agency to carry out the Program, less any costs (including taxes) for which the Agency has received, will receive, or is eligible to receive, a rebate, credit or refund.

A2.7 Schedules

In each Funding Year subsequent to the first Funding Year, new Schedules B, C, D, E, and F (the "**Schedules**") to the Agreement shall be established according to the following process:

- (a) the City shall provide the Agency with draft Annual Schedules intended to replace Schedules B, C, D, E and F to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Agency, the draft Annual Schedules shall be deemed to be Schedules B, C, D, E and F in relation to the Funding Year to which they apply.

A2.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

- (a) the City may continue to provide Funds to the Agency in accordance with the Payment Plan set out in Schedule "E" for the previous Funding Year;
- (b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);
- (c) if the City decides to provide Funds, the Agency shall continue to carry out the Program described in Schedule "C", use the Funds in accordance with the Budget set out in Schedule "D" and provide Reports in accordance with Schedule "F" applicable to the previous Funding Year;
- (d) until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 AGENCY'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

If the Agency acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and,
- (b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.

A3.2 Disposal

The Agency will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 Preparation and Submission

The Agency will:

- (a) submit to the City all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the City from time to time;
- (b) submit to the City any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the City; and,
- (d) ensure that all Reports and other reports are signed on behalf of the Agency by an authorized signing officer.

A4.2 Record Maintenance

The Agency will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and,
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

A4.3 Inspection

The City, its authorized representative, or an independent auditor identified by the City may, at the City's expense, upon twenty-four hours' Notice to the Agency and during normal business hours, enter upon the Agency's premises to review the progress of the Program and the Agency's allocation and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A4.2;
- (b) remove any copies made pursuant to section A4.3(a) from the Agency's premises; and,
- (c) conduct an audit or investigation of the Agency in respect of the expenditure of the Funds, the Program, or both.

A4.4 Disclosure

To assist in respect of the rights set out in section A4.3, the Agency will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case may be.

A4.5 No Control of Records

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Agency's records.

A4.6 Auditor General

For greater certainty, the City's rights under Article A4.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

The Agency will not, without the prior written consent of the City, assign any of its rights or obligations under this agreement.

A5.2 Agreement Binding

All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS

Maximum Funds	\$
Amount for the purposes of Schedule "A"	\$
Term of Agreement	Insert date range agreement
EarlyON Child and Family Centre -based Location	
Contact information for the purposes of Notice to the City	<p>The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9</p> <p>Attention: City Clerk</p> <p>Fax: (519)</p> <p>Email:</p>
Contact information for the purposes of Notice to the Agency	<p>[insert address of Agency]</p> <p>Attention:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

The Agency will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.

SCHEDULE “C”
PROGRAM DESCRIPTION SCHEDULE

C1.0 FUNDING OBJECTIVES

Funding Objectives will be as described in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline, as amended from time to time, including but not limited to:

- (a) Parents and caregivers have access to high quality services that support them in their role as their children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development;
- (b) children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being;
- (c) parents and caregivers have opportunities to strengthen their relationships with their children;
- (d) services and supports are responsive to community needs;
- (e) Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition;
- (f) Indigenous children and families have access to culturally responsive programming;
- (g) parents and caregivers are provided with timely, relevant and up to date information about community and specialized services; and,
- (h) local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

C1.1 City Expectations

- (a) The Agency is responsible for the management, operation, and administration of the EarlyON Child and Family Centre programs as outlined in this agreement within Provincial legislation, regulations, standards, policies and guidelines, and within the City’s Service Plan.
- (b) The Agency shall provide to the City, from time to time, such information in addition to the service data elements as required for the City to fulfill its provincial policy and standard setting responsibilities.

C2.0 AGENCY GOVERNANCE

C2.1 Funding Objectives

Funding Agencies must have governance structures and accountability processes to properly administer and manage public funds and to provide services to clients.

C3.0 EARLYON CHILD AND FAMILY CENTRES

C3.1 Services

C3.1.2 Site Management

The Agency shall:

- (a) Make every reasonable effort to take a schools-first approach in alignment with other child care and early years initiatives whenever possible, including locating physical program space within schools, and encouraging the integration of Child and Family Centres and school communities;
- (b) manage physical program sites where children, parents and caregivers can participate in child and family programs and services in-person. Centres may be located within schools or community buildings, or may stand alone;
- (c) offer a minimum of 15 programming hours per week of centre-based core services year round over five days per week;
- (d) offer centre-based weekend hours at a minimum of once per monthly;
- (e) consider offering evening services to expand access to working parents and care givers; and,
- (f) Identify the location(s) where EarlyON core services are being operated.[insert based on Agency]

C3.1.3 System Management
The Agency shall:
(a) [insert based on Agency]

C3.1.4 EarlyONCore Services
The Agency shall provide services under the following Service Categories (**Mark with an X all that apply**):

Engage Parents and Caregivers	
	Discussions and information sharing about child development, parenting, nutrition, play and inquiry-based learning, and other topics that support their role.
	Pre- and postnatal support programs to enhance parent and caregiver well-being and to support them in their role(s).
	Targeted outreach activities directed at parents and caregivers that could benefit from EarlyON programs and services but are not currently accessing services for a variety of reasons (e.g., newcomers to the city of London and Middlesex County, teen parents, low-income families, etc.).
Support Early Learning and Development	
	Drop-in programs and others programs and services that build responsive adult-child relationships and encourage children’s exploration, play and inquiry, supported by How Does Learning Happen? Ontario’s Pedagogy for the Early Years.
Make Connections for Families	
	Responding to a parent/caregiver concern about their child’s development through conversation and observation supported by validated tools and resources (e.g., developmental surveillance, NDDS). In some cases, this may result in supporting parents/caregivers to seek additional support from primary care or other regulated health professionals.
	Information sharing about and facilitating connections with specialized community services (such as children’s rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
	Ensuring Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for simple transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
	Information sharing about programs and services available for the whole family beyond the early years.

C3.1.5 Customized Community Connections
The Agency shall:
(a) [insert based on Agency]

C3.1.6 Qualified Teams and Registered Early Childhood Educator Staff Requirements
The Agency shall:
(a) Ensure that qualified staff teams are responsible for delivering programs and services at every centre. Qualified teams must include at least one Registered Early Childhood Educator (RECE) to deliver mandatory core services related to support early learning and development. The City may grant an exemption from the RECE requirement for EarlyON Child and Family Centres employing a staff person to oversee mandatory core service who not an RECE but who has at least 10 years of experience working in a child and family program setting as of January 1, 2019. The Ministry of Education recommends RECE qualifications for all team staff delivering services related to early learning and development beyond the minimum requirement of 1 RECE at every centre.

C3.1.7 Additional Child and Family Centre Requirements
The Agency shall:
(a) Ensure that appropriate policies and procedures are in place to ensure EarlyON Child and Family Centres are delivered in a way that promote the health, safety and well-being of children and families being served. This includes ensuring that policies and procedures are in places regarding:
(i) Vulnerable Sector Screens
(ii) First Aid
(iii) Emergency Plans

- (iv) Sanitation and maintenance
- (v) Workplace health and safety relating to staff
- (vi) Complaints and resolutions processes
- (b) Reporting serious incidents to the City and processes for determining appropriate, if any, response if required;
- (c) report to the City as soon as practicable any incidents that have occurred that may result in media attention;
- (d) operate in accordance with all federal, provincial, and municipal legislation and regulations as well as Ministry of Education policies and guidelines; and,
- (e) report to the Children’s Aid Society suspected child abuse and neglect, in accordance with the *Child and Family Services Act*.

C4.0 PUBLICITY AND RECOGNITION

- C4.1 The Agency will implement their work in line with guiding principles as reflected in the EarlyON Child and Family Centres Marketing and Advertising Guidelines (2018).
- C4.2 The Agency will recognize the City as a funding provider in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve such publicity.
- C4.3 The Agency will recognize the Province of Ontario as a funding partner in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve.

C5.0 PRACTICES

- C5.1 The Agency will implement their work in line with the following core visions and guiding principles as reflected in the *Ontario Early Years Child and Family Centres (2018) Business Practices and Funding Guidelines for Service System Managers*:

Visions	
EarlyON Child and Family Centres	EarlyON Child and Family Centres are intended to support all children, parents and caregivers in learning, growing and connecting— together.
London’s Family-Centred Service System	In every London neighbourhood residents will open a single door to multiple opportunities that support children and families in achieving their full potential. These opportunities will be identified by the neighbourhood and implemented according to evidence-informed best practices using an integrated, inclusive, and holistic approach.
Principles	
Child and Family Centred	All programs and services are designed and delivered to meet the unique needs of parents, caregivers, and young children to support their developmental healthy and general well-being.
Welcoming	EarlyON Child and Family Centres provide a warm and welcoming environment based on the foundational conditions for supporting growth and long-term success (belonging, well-being, engagement, and expression); see the Province of Ontario’s <i>How Does Learning Happen? Ontario’s Pedagogy for the Early Years</i> .
High Quality	Programs and services are designed to support positive experiences and outcomes and foster nurturing relationships between children, parents, and caregivers, and are based on the latest evidence and research.
Inclusive	Programs and services are accessible and responsive to children, parents, and caregivers with varying abilities and cultural, language, socio-economic, sexual orientation and religious backgrounds.
Integrated	Programs and services are developed, coordinated, and delivered in a cohesive manner in collaboration with broader community services, school boards, early years partners, primary care providers, parents, and caregivers.
Community led	Communities, educators, parents and caregivers are engaged in designing EarlyON Child and Family Centre programs and services

	that embrace and build on their strengths, address identified gaps and meet their unique needs on an ongoing basis.
Empowering	Families are experts in their own life experiences.
Engaging	EarlyON Child and Family Centres believe that families must have the opportunity and resources to make informed decisions.
Respectful	EarlyON Child and Family Centres and families listen to each other and work together to develop strength-based solutions, knowing that respect builds trusting relationships between children, families, and colleagues. EarlyON Child and Family Centres respect the environment they are working in and understand how their actions impact others working in the space. EarlyON Child and Family Centres are respectful of the values of other organizations; the legislative mandate of specific organizations; and, existing employment and other agreements that might exist.
Collaborative	EarlyON Child and Family Centres collaborate with one and more members of a team, each of whom makes a unique contribution from within their scope of practice to the achievement of a common goal. Through this collaboration, EarlyON Child and Family Centres develop and provide services that are comprehensive, accessible, understandable, and respectful.
Creative	EarlyON Child and Family Centres are willing to work with families to find “out-of-the-box” approaches to meeting their needs.
Accessible	EarlyON Child and Family Centres are flexible and strive to accommodate everyone with accessibility needs.
Equitable	EarlyON Child and Family Centres strive to provide equitable services that are customized to best meeting the unique needs of each family.

C6.0 FRENCH LANGUAGE SERVICES

C6.1 The Agency is expected to strengthen partnerships with French language service providers, school boards, and other French first-language service providers to support:

- (a) The provision of high quality French language services;
- (b) the identification of emerging and established promising practices related to the delivery of French language services in minority and majority language settings; and,
- (c) the identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

C7.0 CULTURALLY RESPONSIVE SERVICES

C7.1 The Agency is expected to strengthen partnerships with Indigenous-led service providers to support:

- (a) The provision of high quality Indigenous-led services;
- (b) the identification of emerging and established promising practices related to the delivery of Indigenous-led services in minority and majority language settings; and,
- (c) the identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

C8.0 MEASUREMENT

C8.1 The Agency shall provide measurement and reporting for the following data elements (**mark with an x all that apply**): (See below: Data Elements and Definitions).

Data Element	
	Number of new EarlyON Child and Family Centre Sites
	Number of EarlyON Child and Family Centre Sites
	Number of purchase of service agreements for EarlyON Child and Family Centres
	Number of FTE program staff
	Number of FTE non-program staff (excluding data and analysis/planning staff)
	Number of FTE program staff that are RECEs

	Number of FTE program staff receiving RECE exemptions (excluding the grand-parenting provision)
	Number of service providers that have received an RECE exemption
	Number of FTE program staff receiving an RECE exemption through the grand-parenting provision
	Number of children served
	Number of visits made by children
	Number of parents/caregivers served
	Number of visits made by parents/caregivers
	Confirmation that all centres are compliant with planning guidelines and that programming aligned with <i>How Does Learning Happen?</i>

The Agency shall:

- (a) [insert based on Agency]

Data Elements and Definitions

<p>Name: Total Number of New EarlyON Child and Family Centre Sites</p> <p>Definition: The number of EarlyON Child and Family Centre physical locations that have opened after January 1, 2018. If a previously open EarlyON Child and Family Centre physical site was relocated and opened after January 1, 2018, include only those site that have expanded their service offerings.</p>
<p>Name: Total Number of Child and Family Centre Sites</p> <p>Definition: The number of physical locations where there are EarlyON Child and Family Centres. Child and Family Centres offer core services year round, including a minimum of 15 programming hours per week of centre-based core services over five days a week, and weekend hours at a minimum of once per month. All locations should be included in reporting the total number Child and Family Centre Sites.</p>
<p>Name: Number of Purchase of Service Agreements</p> <p>Definition: Number of service agreements held between a CMSM or DSSAB and a service provider to deliver Child and Family Centre programming.</p>
<p>Name: Number of Children Served</p> <p>Definition: Number of children, aged 0-6 that received services at some point during the calendar year. A child is reported in the EFIS report in which he/she received services and counted once during the year. This data element is only used when a child participates in an early learning activity.</p>
<p>Name: Number of Visits made by Children</p> <p>Definition: The total number of visits that children, aged 0-6, made to Child and Family Centres.</p>
<p>Name: Number of Parents/Caregivers Served</p> <p>Definition: The number of parents/caregivers who actively participated in a program, either with their children or separately. A parent/caregiver is reported in the EFIS report in which he/she received services and counted only once during the calendar year.</p>
<p>Name: Number of Visits Made by Parents/Caregivers</p> <p>Definition: Total number of visits that parents/caregivers made to Child and Family Centres.</p>
<p>Name: Number of FTE Program Staff</p> <p>Definition: The number of full-time equivalent staff who are involved in the development, design and delivery of Child and Family Centre programs and services. Full-time equivalent is based on a minimum of 35 hours/week.</p>
<p>Name: Number of FTE Non-Program Staff</p> <p>Definition: The number of full-time equivalent non-program staff (including cooks, drivers, housekeeping, clerical, and financial staff and chief administrators) employed by Child and Family Centre service providers. Full-time equivalent is based on a minimum of 35 hours/week. This excludes FTEs to deliver planning and data analysis services.</p>
<p>Name: Number of FTE Program Staff that are Registered Early Childhood Educators (RECE)</p> <p>Definition: The number of full-time equivalent program staff who hold an RECE. Full-time equivalent is based on a minimum of 35 hours per week.</p>
<p>Name: Number of FTE Program Staff who received a Registered Early Childhood Educator Exemptions (excluding the grand-parenting provision)</p> <p>Definition: The number of FTE program staff exemptions that have been granted exemptions from the RECE requirement (excluding the grand-parenting provision). Full-time equivalent is based on a minimum of 35 hours/week.</p>

<p>Name: Number of Service Providers that have received an exemption from requiring a Registered Early Childhood Educator</p> <p>Definition: The number of service providers that have been granted an exemption from the requirement of having an RECE at the centre to provide core services related to early learning and development.</p>
<p>Name: Number of FTE program staff receiving an RECE exemption through the grand-parenting provision</p> <p>Definition: The number of FTE program staff that have been granted an exemption from the requirement of having an RECE because they have 10 or more years of experience working in one or more of the following: Ontario Early Years Centres, Parenting and Family Literacy Centre, Child Care Resource Centres, and/or Better Beginnings, Better Futures.</p>
<p>Name: Programming guided by How Does Learning Happen?</p> <p>Definition: Confirmation that Child and Family Centres programs and services are guided by and align with the foundations in How Does Learning Happen?</p>
<p>Name: Number of full-time equivalent staff by position</p> <p>Definition: The total number of full-time equivalent staff by position supported through administration funding. Full time equivalent is based on a minimum of 35 hours per week.</p>
<p>Name: Number of staff (head count) by position</p> <p>Definition: The total number of staff (head count) by position supported through administration funding.</p>

SCHEDULE "D"
BUDGET

2020 12-month Allocation

2018 Ontario Early Years Child and Family Centres:	City of London Contribution
[adjust specific sites, services and programs as needed based on Agency]	
Total EarlyON Child and Family Centres Allocation	\$ _____

[insert name of Agency]

**SCHEDULE “E”
PAYMENT**

As identified in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (2020) for Consolidated Municipal Service Managers and District Social Services Administration Boards, monthly cash flow percentages will be based upon the total 2020 maximum funds divided by 12 months:

Payment Month	Amount of Maximum Funds
January	8.3%
February	8.3%
March	8.4%
April	8.3%
May	8.3%
June	8.4%
July	8.3%
August	8.3%
September	8.4%
October	8.3%
November	8.3%
December	8.4%

The City automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions

SCHEDULE "F" REPORTS

The Agency must provide the following submissions to the City as per the following cycle:

Submission Type	Due Date
Interim Report (20XX)	
Financial Statements (20XX)	
Final Report (20XX)	

1.0 POLICY FOR LATE FILING

- 1.1 Where an Agency files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the submission has been received:
- a) If the submission is not received by the City within 30 days after the filing deadline, the City will inform the Agency that the submission is overdue.
 - b) After 31 days, cash flow will be reduced by 50 percent of their monthly payment. The City will work with the Agency to discuss any challenges with providing the information and to offer support.
- 1.2 Upon submission of City requirements, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount withheld up to that point.
- 1.3 Should an Agency have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT "C"
CHILDREN'S SERVICES FUNDING

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

Schedule "A"

LICENSED CHILD CARE CENTRE: CHILD CARE FEE SUBSIDY REQUIREMENTS

A1.0 NO GUARANTEE

A1.1 The Agency acknowledges and agrees that the City in no way guarantees, warrants, or represents that any children will be placed with the Agency pursuant to this Agreement. The Agency acknowledges and agrees that the Eligible Parents have the sole and absolute discretion regarding placement of any Subsidized Child and that by entering into this Agreement, the City does not recommend or otherwise endorse the Agency.

A2.0 CHANGE IN OWNERSHIP

A2.1 The Agency shall notify the City of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

A3.0 DOCUMENTATION – PRIOR TO SIGNING & ANNUALLY

A3.1 Prior to signing this Agreement, and annually thereafter as determined by the **Service System Manager**, the Agency must provide to the City all of the following documentation:

- (a) all certificates of insurance referred to in this Agreement
- (b) where the Agency is a corporation:
 - (i) the Articles of Incorporation, Letters Patent and/or the Corporation Profile Report;
 - (ii) a list of the current directors and their mailing addresses;
 - (iii) a list of all signing officers for the corporation;
- (c) where the applicant is a sole proprietorship or partnership, the full name(s) and mailing address(es) of the individual(s) comprising the sole proprietorship or the partnership;
- (d) annual financial statements, or other evidence of financial viability in a form acceptable to the **Service System Manager**, up to two (2) years prior to this Agreement, where available;
- (e) the operating name, address, phone number and contact information for each Site;

A3.2 The Agency shall forthwith provide to the City any changes to the information set out in (1) above.

A4.0 DOCUMENTATION - ANNUAL BUDGET – IF REQUESTED

A4.1 If requested by the City, the Agency shall submit to the City the annual budget for each Site. For a Licensed Child Care Centre, Licensed Home Agency, a Children's Recreation Program or, Special Needs Resourcing services, such budget shall set out details on the Operating Cost and sources and amounts of revenue. The annual budget shall set out such further information as required by the **Service System Manager**.

A5.0 DOCUMENTATION - REPORTS – MAINTAIN & PROVIDE IF REQUESTED

A5.1 The Agency shall maintain the following reports and records, and shall provide them to the City upon the **Service System Manager's** request:

- (a) service records respecting each service and program provided by the Agency pursuant to this Agreement for each Site;
- (b) up-to-date financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
- (c) a financial statement (audited where required by the **Service System Manager**) and reconciliation report with respect to the services and programs provided by the Agency pursuant to this Agreement; and,
- (d) any other report or record that the **Service System Manager** or Ministry reasonably requests.

A5.2 The Agency shall ensure that reports referred to in (a) above are in such form and contain such content as are reasonably required by the **Service System Manager**.

A6.0 RETAIN RECORDS FOR 7 YEARS - REVIEW OF AGENCY'S MATERIALS

A6.1 The Agency shall retain all records and books of account for a period of seven (7) years. The Agency shall permit City Staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination, and during the Agency's usual business hours, to review all of the Agency's materials, records and other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours' notice of its intention to do so.

A7.0 CONSULTATION

A7.1 Upon the request of the **Service System Manager**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.

A8.0 ANNUAL REPORTING REQUIREMENTS

A8.1 In addition to the documentation requirements above, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:

- (a) verification of the license under the Child Care and Early Years Act;
- (b) a list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
- (c) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
- (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
- (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
- (f) Additional reporting as requested by the Service System Manager.

A9.0 ATTENDANCE RECORDS

A9.1 For each Site, the Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Child Care Centre services were provided for a child receiving Child Care Fee Subsidy. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.

A9.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.

A9.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

A10.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

A10.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

A11.0 NOTIFICATION OF ELIGIBLE PARENT

A11.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Child Care Centre services to that Eligible Parent.

A12.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

A12.1 The Agency shall ensure that Licensed Child Care Centre services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

A13.0 WHEN ENROLMENT COMMENCES

A13.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy, as approved by the City.

A14.0 WHEN ENROLMENT TERMINATES

A14.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

A15.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY

A15.1 Where the Eligible Parent terminated attendance for the child receiving Child Care Fee Subsidy without 10 days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

A16.0 REPORTING ABSENTEEISM TO CITY

A16.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

A17.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

A17.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

A18.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES

A18.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Child Care Centre.

A19.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION

A19.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

A20.0 NO ADDITIONAL FEES – PER DIEM

A20.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

A21.0 CEASING FUNDING FOR CHILD RECEIVING CHILD CARE FEE SUBSIDY

A21.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

A21.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

Schedule "B"
LICENSED CHILD CARE CENTRE: GENERAL OPERATING GRANT

B1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

B1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

B2.0 DOCUMENTATION

B2.1 The Agency shall provide the documentation as required above and as required in Schedule A of this Attachment.

B3.0 REPORTING

B3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

B4.0 SERVICE DESCRIPTION

B4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity, the Operating Capacity of the prior year and projected Operating Capacity of the upcoming year of the Licensed Child Care Centre.

B5.0 RETURN OF FUNDS

B5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets, solely as determined by the **Service System Manager**.

B6.0 USE OF FUNDS

B6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) staff wages and benefits (but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits);
- (b) lease and occupancy costs;
- (c) utilities;
- (d) administration;
- (e) transportation for children;
- (f) resources;
- (g) nutrition;
- (h) supplies; and,
- (i) maintenance.

B6.2 The Agency shall not use the Operating Grant for capital debt costs.

B6.3 Notwithstanding any other provision in this Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

Schedule "C"
LICENSED HOME CHILD CARE CHILD: CARE FEE SUBSIDY REQUIREMENTS

C1.0 DOCUMENTATION

- C1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:
- (a) Verification of the license under the Child Care and Early Years Act;
 - (b) A list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
 - (c) The Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
 - (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**;
 - (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
 - (f) Additional reporting as requested by the Service System Manager.

C2.0 ATTENDANCE RECORDS

- C2.1 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Home Child Care services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.
- C2.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.
- C2.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

C3.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

- C3.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

B4.0 NOTIFICATION OF ELIGIBLE PARENT

- C4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Home Child Care services to that Eligible Parent.

C5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- C5.1 The Agency shall ensure that Licensed Home Child Care services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

C6.0 WHEN ENROLMENT COMMENCES

- C6.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy as approved by the City.

C7.0 WHEN ENROLMENT TERMINATES

C7.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

C8.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY

C8.1 Where the Eligible Parent terminated attendance of the child receiving Child Care Fee Subsidy without ten days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

C9.0 REPORTING ABSENTEEISM TO CITY

C9.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

C10.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

C10.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

C11.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES

C11.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Home Child Care Agency.

C12.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION

C12.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

C13.0 NO ADDITIONAL FEES – PER DIEM

C13.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

C14.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

C14.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

C14.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

Schedule “D”
LICENSED HOME CHILD CARE: GENERAL OPERATING GRANT

D1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

D1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

D2.0 DOCUMENTATION

D2.1 The Agency shall provide the documentation as required in Schedule A of this Agreement.

D3.0 REPORTING

D3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

D4.0 SERVICE DESCRIPTION

D4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity and the Operating Capacity of the prior year and the Projected Operating Capacity of the upcoming year, or the Licensed Home Child Care Agency.

D5.0 RETURN OF FUNDS

D5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets solely as determined by the **Service System Manager**.

D6.0 USE OF FUNDS

D6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) Staff wages and benefits (but only to offset salary costs over and above the Agency’s regulatory requirements for minimum wage and mandatory benefits);
- (b) payments to Licensed Home Child Care Providers
- (c) lease and occupancy costs;
- (d) utilities;
- (e) administration;
- (f) transportation for children;
- (g) resources;
- (h) nutrition;
- (i) supplies; and,
- (j) maintenance.

D6.2 The Agency shall not use the Operating Grant for capital debt costs.

D6.3 Notwithstanding any other provision in the Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

**Schedule “E”
CHILDREN’S RECREATION PROGRAM CHILD CARE FEE
SUBSIDY REQUIREMENTS**

E1.0 DOCUMENTATION

- E1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, and immediately as any changes occur, and annually:
- (a) Verification of affiliation with High Five or accreditation by the Ontario Camping Association, as specified in the Guidelines;
 - (b) A list of the daily Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
 - (c) The Agency’s written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
 - (d) The Agency’s written statement with respect to the Agency’s participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
 - (e) The Agency’s written statement with respect to the Agency’s meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**.

E2.0 PAYMENT AND ATTENDANCE RECORDS

- E2.1 The City will pay to the Agency in respect of each child receiving Child Care Fee Subsidy the Per Diem less the Parental Contribution for each day the child receiving Child Care Fee Subsidy attends the Children’s Recreation Program.
- E2.2 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Children’s Recreation Program services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate payment claim forms as provided by the City.

E3.0 AGENCY FALLS WITHIN DEFINITION UNDER CHILD CARE AND EARLY YEARS ACT

- E3.1 The Agency represents, warrants and covenants that it falls within the definition of “children’s recreation program” under Ontario Regulation 138/15, or any successor regulation, and that it provides children’s recreation programs for children who are at least four years of age but less than 13 years of age, or otherwise as set out in Ontario Regulation 138/15, and that it provides child care supporting the health, safety and well-being of children.

E4.0 NOTIFICATION OF ELIGIBLE PARENT

- E4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide the Children’s Recreation Program services to that Eligible Parent.

E5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- E5.1 The Agency shall ensure that Children’s Recreation Program services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City (including the City’s program operating and quality checklist).

E6.0 REPORTING ABSENTEEISM TO CITY

E6.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive days without sufficient reason for being absent, as determined by the City.

E7.0 NO PAYMENT IF ABSENT IN PRECEDING 5-DAY PERIOD

E7.1 Where a child receiving Child Care Fee Subsidy has been absent for a 5-day period, the City shall not pay the Agency for any subsequent 5-day periods, unless the Agency obtains the prior written approval of the City.

E8.0 NO ADDITIONAL FEES – PER DIEM

E8.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

E9.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

E9.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children’s Recreation Program.

E9.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children’s Recreation Program.

Schedule "F"
SPECIAL NEEDS RESOURCING REQUIREMENTS

F1.0 DOCUMENTATION

- F1.1 The Agency shall provide the documentation as required in Schedule A. The Agency shall maintain documentation of staff qualifications, including documentation evidencing that the person acting as a resource teacher falls under section 55 of Ontario Regulation 137/15, or any successor regulation.
- F1.2 If requested by the **Service System Manager**, the Agency shall forthwith provide such documentation to the City.

F2.0 REPORTING

- F2.1 The Agency shall provide a report to the City on the services provided under this Agreement, the frequency, form and content of which report shall be determined by the **Service System Manager**, but will be provided not less than on an annual basis.

F3.0 SERVICE AND FINANCIAL TARGETS

- F3.1 The Agency shall report accurate service and financial targets to the City within a timeframe determined by the **Service System Manager**. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.

F4.0 AGENCY FALLS WITHIN CHILD CARE AND EARLY YEARS ACT

- F4.1 The Agency represents, warrants and covenants that it provides staff, equipment, supplies or services with respect to the needs of children with special needs:
- (a) in a place where Licensed Home Child Care is provided;
 - (b) in a place where a Children's Recreation Program is provided; or
 - (c) in a Licensed Child Care Centre.

F5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- F5.1 The Agency shall ensure that Special Needs Resourcing services it provides are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

F6.0 LOCATION OF SERVICES

- F6.1 The Agency shall be funded for providing Special Needs Resourcing only at the following locations:
- (a) in a place where Licensed Home Child Care is provided,
 - (b) in a place where a Children's Recreation Program is provided, or
 - (c) in a Licensed Child Care Centre.

F7.0 RANGE OF SERVICES

- F7.1 The Agency shall provide a range of services with respect to the needs of children with special needs.

F8.0 STAFF NUMBERS AND STAFF QUALIFICATIONS

- F8.1 The Agency represents, warrants and covenants that it has all of the required staff under Ontario Regulation 137/15 or any successor regulation or legislation, including but not limited to a resource teacher as defined in section 55 of Ontario Regulation 137/15.

F9.0 USE OF FUNDING

- F9.1 The Agency shall only use Special Needs Resourcing funding from the City as follows:
- (a) Hire or acquire the services of a resource teacher/consultant and/or supplemental staff where necessary (including salary and benefits) to support the inclusion of children with special needs;
 - (b) Provide professional development opportunities to support staff in licensed child care settings working with children with special needs and their parents/families to support inclusion; or,
 - (c) Purchase or lease specialist/adaptive equipment and supplies to support children with special needs.

F10.0 DETERMINATION OF FUNDING

- F10.1 The **Service System Manager** will determine the amount of funding in accordance with the Child Care and Early Years Act, available funding, and the City's analysis process of the Agency's budget and service targets.

F11.0 CHANGE IN FUNDING

- F11.1 Notwithstanding any other provision in this Agreement, the **Service System Manager** may increase or decrease the funding amount from time to time by giving written notice of the change to the Agency.

ATTACHMENT “D”

NEIGHBOURHOOD, CHILDREN, AND, FIRE SERVICES STANDARD PURCHASE OF SERVICES (<\$50,000)

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

1 Supply of Services

- 1.1 The City retains the Service Provider to provide those services itemized in clause 3.1 (“Services”), and the Service Provider agrees to provide the Services herein under the general direction and control of the City’s Managing Director, Neighbourhood, Child & Fire Services (“Managing Director”), or in their absence or Manager IV, Neighbourhood, Children and Fire Services.
- 1.2 The Service Provider agrees that during the term of this Agreement it will provide its Services on a non-exclusive basis.
- 1.3 It is acknowledged by the City that this is not an exclusive Agreement with the Service Provider and that the Service Provider provides similar services to other companies.
- 1.4.1 The Service Provider agrees to supply at its sole cost and expense all staff, equipment, vehicles, accommodations and technical assistance necessary to perform the Services to be furnished by the Service Provider under this agreement and shall assume all overhead expenses in connection therewith, except as approved under clause 2.2.
- 1.5 When required by the City, the Service Provider shall provide for approval by the Managing Director a schedule showing Services to be completed in each month or such other time frame as determined by the Managing Director.

2. Service Provider’s Fees

- 2.1 The City shall pay the Service Provider in accordance with the provisions set forth in Schedule “2” and that payment will not exceed the budget limits contained in Schedule “2” without the express written agreement of the Managing Director.

- 2.2 In addition to the fee, the City may reimburse Service Provider at cost for out of pocket expenses that it expects in carrying out this agreement including but not limited to vehicle use charges, travelling and internet charges, printing and reproduction costs, and special delivery charges, provided that same are pre-approved in writing by the Managing Director.
- 2.3 The Service Provider shall keep time docket showing all time worked in each month, records, receipts, vouchers and documents as will verify to the satisfaction of the Managing Director the time spent performing services in each month, the services performed and the out-of-pocket expenses incurred in accordance with this Agreement for which billings have been submitted. Upon the request of the Managing Director, the Service Provider shall furnish such documentation to the satisfaction of the Managing Director to verify the time spent performing services, the services performed and the out-of-pocket expenses incurred.
- 2.4 The Service Provider will submit to the City an invoice for each installment, approved out-of-pocket expenses and applicable taxes for all Services completed in the immediately preceding month.

3. Services Provided

- 3.1 The Service Provider shall deliver to the City the Services as set out in Schedule "1" as changed, altered, removed from, or added to in accordance with this Agreement.
- 3.2 In addition to the Services set out in Schedule "1" the Service Provider shall include:
- (a) Methodology and timeline to complete the project;
 - (b) Demonstrated experience and qualifications required to perform project; and
 - (c) List of personnel who will be directly involved in the completion of the project.

4. Term

- 4.1 This Agreement shall take effect on signing by both parties and will continue until the earliest of the completion of the deliverables outlined in clause 3.1, one year after the signing by both parties, or termination by either party under clause 6.1.

5. The Service Provider/City Relationship

- 5.1 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of CPP, WSIB, and taxes.
- 5.2 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Service Provider or between the City and any employees, agent or contractor of the Service Provider.

6. Termination

- 6.1 The City may at any time by two (2) days' written notice to the Service Provider suspend or terminate the Services or any portion thereof at any stage of the Agreement. Upon receipt of such written notice, the Service Provider shall perform no further Services or incur any disbursements other than those reasonably necessary to close out its Services.
- 6.2 In the event of termination in accordance with clause 6.1, the City shall pay to the Service Provider only for those Services completed and disbursements incurred up to the date notice is given, and the Service Provider will accept such payment in full satisfaction for all services performed.

7. Changes and Additional Services

- 7.1.1 With the consent of the Service Provider, the Managing Director may in writing, at any time after the execution of this Agreement or the commencement of the Services, delete,

extend, increase, vary or otherwise alter the Services forming the subject of this Agreement.

8. Previous Agreements

- 8.1 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

SCHEDULE "1"

<Insert Description of Services>

<Insert Methodology and timeline to complete project>

<Insert demonstrated experience and qualifications required to perform project>

<Insert list of personnel who will be directly involved in the completion of project>

SCHEDULE "2" – SERVICE PROVIDER'S FEES

Payment Details:

Budget Limit: \$

**ATTACHMENT “E”
LETTER OF UNDERSTANDING**

[INSERT DATE]

[INSERT NAME AND
ADDRESS OF AGENCY]

RE: [Describe Funding Opportunity]

Dear [insert contact name],

This letter is to confirm the [ONE-TIME or RECURRING] funding allocation in the amount of \$[INSERT AMOUNT] from the [INSERT CHILD & YOUTH NETWORK OR OTHER] to support, rental, administrative, and costs associated with [INSERT NAME OF PROGRAM/ FACILITY, etc.]

By signing this Letter of Understanding, you are agreeing to accept the following terms:

1. The funds are to be used solely for the purpose stated in the attached project plan. Any changes in this plan require written consent of the City of London (City), on behalf of the [INSERT Child Youth Network (CYN) OR OTHER].
2. Recognize the [CYN OR OTHER] as a funding partner in all publicity (print or broadcast media) and on all promotional items related to this project/intervention.
3. Where applicable, purchasing processes designed to achieve best value will be followed (e.g. competitive quotes are solicited). All quotes will be included as part of final reporting.
4. Return any unspent funding to the City, on behalf of the [CYN OR OTHER], at the end of the current year, unless the City has given prior written approval for such funds to be spent on specific programs and/or services that extend into the next calendar year.
5. Provide the City, on behalf of the [CYN OR OTHER], with reporting on financial expenditures and program outcomes as requested in a format that is acceptable to the City. If the City determines that the funding has not been used as required under this Letter of Understanding, such funds shall become immediately due and payable upon demand by the City.

Please sign and return **one** original letter acknowledging your understanding and acceptance of the above mentioned conditions.

Thank you for your significant contribution to the [Child and Youth Network OR OTHER].

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

Sincerely,

[INSERT NAME]

[Managing Director of Neighbourhood, Children and Fire Services, or Manager IV,
Neighbourhood, Children and Fire Services]

cc: [INSERT CITY CONTACTS]

Project Plan [EXAMPLE: TO BE UPDATED AS APPLICABLE]

<p>I. Name: Child and Youth Network 2019 Family Centre Support</p>
<p>II. Description (<i>Brief overview</i>):</p> <p>Family Centres are easily-identifiable neighbourhood spaces attached to schools where families can access a full range of services to help them be successful in all areas of their lives. Instead of families having to go to multiple agencies or organizations across London to receive services, Family Centres provide services to families in an integrated, accessible, and family friendly way.</p>
<p>III. Partners:</p> <p>Organizations associated with the Child and Youth Network’s Family-Centred Service System priority area. Specifically:</p> <ul style="list-style-type: none"> • [INSERT APPLICABLE PARTNERS]
<p>IV. Funding supported from [INSERT CYN OR OTHER]:</p> <ol style="list-style-type: none"> 1. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the administrative costs associated the Family Centre for the period of January 2019 - December 2019. 2. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the costs associated with rent at the Family Centre for the period of January 2019 - December 2019 and custodial hours that are outside the general operating hours of the landlord.

Please contact [INSERT CITY CONTACT NAME, POSITION, AND CONTACT INFORMATION] should components funded change in any way.

Bill No. 4
2020

By-law No.

A by-law to authorize and approve an Agreement between The Corporation of the City of London (the "City") and Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N'Puff") regarding priority booking and reduced rates at certain City Facilities for seniors' programming, and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the municipality, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that the municipality may make grants (including the power to provide for the use by any person of land owned or occupied by the municipality upon such terms as may be fixed by council) to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Municipal Council considers it to be in the interests of the municipality to provide a grant under section 107 of the *Municipal Act, 2001* to Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N' Puff") for its use of certain City Facilities, as solely determined by the City;

AND WHEREAS subsection 8(4) of the *Municipal Act, 2001* provides that a by-law under the Act may differentiate in any way and on any basis a municipality considers appropriate;

AND WHEREAS the Municipal Council considers it appropriate to provide priority booking and reduced rental rates to Huff N' Puff for use of certain City Facilities, as solely determined by the City, for the purpose of providing seniors' fitness programs and services for its members;

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

1. The Agreement attached as Schedule "1" to this by-law between The Corporation of the City of London (the "City") and Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N' Puff") regarding priority booking and establishing reduced rental rates for the use of certain City Facilities is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading - December 10, 2019
Second reading – December 10, 2019
Third reading – December 10, 2019

Schedule '1'

THIS AGREEMENT dated this _____ of December day of December 2019

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
("City")

and

HUFF N' PUFF SENIORS FITNESS ASSOCIATION of LONDON, ONTARIO
("Huff N' Puff")
(the "Parties")

WHEREAS the City owns and operates certain recreational facilities and community centres in the City of London;

AND WHEREAS Huff N' Puff is a not-for-profit corporation that offers programs for its older adult members to encourage fitness and social contact;

AND WHEREAS the City considers it in the interests of the municipality to provide support to Huff N' Puff and its programs as it provides services that benefit participants and the community;

AND WHEREAS the Parties agree that Huff N' Puff be afforded time-limited priority booking in the City's Facility Rental Contract process for certain days and hours at City Facilities, as solely determined by the City, for providing its programs and services to its seniors members;

AND WHEREAS the Parties agree that Huff N' Puff will use the City's Facility Rental Contract process for any bookings it wishes to make of City Facilities (other than Office Space and Storage Space);

AND WHEREAS the Parties agree that Huff N' Puff be afforded reduced rental rates for certain City Facilities as set out in this Agreement for the purpose of providing its programs and services to its seniors members;

THEREFORE IN CONSIDERATION of the premises and other good and valuable consideration of two (\$2.00) dollars, the receipt of which is hereby acknowledged and admitted, the parties agree as follows:

Part 1 – Definitions; Term and renewal

1.1 Definitions

"Huff N' Puff" means the organization of Huff N' Puff Seniors Fitness Association of London, Ontario

"City Facilities" means those portions of City-owned or City-operated recreation and community centre facilities that the City in its sole discretion determines may be eligible priority booking under this Agreement, at the days and times as determined solely by the City.

"City Representative" means the City's Managing Director, Neighbourhood, Children & Fire Services, or written designate, or the City Manager, or written designate.

"Facility Rental Contract" means the standard form for Facility Rental Contracts as approved by By-law No. A.-6965-181, or any successor Facility Rental Contract.

"Huff N' Puff Representative" means the President of Huff N' Puff or written designate.

1.2 Term:

1.2.1 Subject to the renewal provisions in section 1.2.2, the initial term of this Agreement shall commence December 25, 2019, and shall terminate December 31, 2023, or terminate at such earlier date pursuant to section 3.2 of this Agreement.

Automatic Renewal:

1.2.2 At the expiration of the initial term of this Agreement, the Agreement is automatically renewed for one year and continues in force from year to year for a maximum of three one-year renewals (ultimate termination Dec 31st, 2023), unless sooner terminated pursuant to section 3.2 of this Agreement.

Part 2 - Priority Booking and Reduced Rental Rates

2.1 Priority Booking

2.1.1 (a) By August 1st of each year, the City Representative shall provide the Huff N' Puff Representative with a schedule indicating those City Facilities (including specified days of the week and times of day) which the City in its sole discretion proposes to make available to Huff N' Puff for the subsequent calendar year. Huff N' Puff shall then have a period of thirty (30) days to advise the City, in writing, of Huff N' Puff's desired usage of City Facilities so made available. Huff N' Puff understands that following such thirty (30) day period, the City will be making available to the public those City Facilities which Huff N' Puff has not indicated an interest in. The Reduced Rental Rate as set out in section 2.2.3 shall apply to any such bookings made under this subsection.

(b) If after the period of thirty (30) days has expired and Huff N' Puff determines that it wishes to use a City Facility during one of the dates and times as presented by the City in (a), and if the City Facility is still available for booking, Huff N' Puff may book the facility, and the Reduced Rental Rate as set out in section 2.2.3 shall apply to any such bookings.

(c) For greater certainty, the Reduced Rental Rate as set out in section 2.2.3 shall only apply to bookings made by Huff N' Puff that fall within (a) or (b) above, and otherwise the City's regular rates as set out in its Fees and Charges By-law shall apply.

2.1.2 Notwithstanding any other provision in this Agreement, the City shall have complete discretion in determining which portions of its facilities, if any, and during which dates and times, if any, it will offer for booking to Huff N' Puff.

2.2. Reduced Rental Rates:

2.2.1 Huff N' Puff shall use the City's Facility Rental Contract process for any bookings it wishes to make of City Facilities. The terms and conditions of any such Facility Rental Contract entered into by the Parties shall govern such booking.

2.2.3 The rental rate to be imposed by the City with respect to bookings approved under subsections 2.1.1 (a) or (b) for Huff N' Puff's use of the applicable City Facility shall be 33.33% of the applicable fee that is set out in the City's Fees and Charges By-law, as at the date the Facility Rental Contract is entered into.

Part 3: General Provisions:

Monthly Statistics

3.1 Huff N' Puff shall provide the City Representative, on a monthly basis, the previous month's statistics reporting numbers of Huff N' Puff members use of the City Facilities per program.

Termination:

Termination by the City

- 3.2 The City may terminate this Agreement immediately without liability. Any waiver by the City of any breach by Huff N' Puff of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
- 3.3 In the event of termination of this agreement, the City shall have no further obligations to Huff N' Puff, other than those set out in any Facility Rental Contract entered into between the parties. For greater certainty, in the event of termination of this agreement, the terms of any Facility Rental Contract will continue to govern any booking of a City Facility.

Notice:

- 3.4 Any notice required to be given to the City or Huff N' Puff under this Agreement shall be sufficiently given if delivered personally or by courier, transmitted by fax, or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery if delivered personally, by courier or by fax, or in the case of mailing, three (3) business days after it was delivered to the post office.

City's Address

City Clerk
The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
LONDON, ON. N6A 4L9

Huff N' Puff's Address

Huff N' Puff Seniors Fitness Association
North London Optimist Community Centre
1345 Cheapside Street
LONDON, ON. N5V 3N9

Status of Huff N' Puff:

- 3.5 Huff N' Puff acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that Huff N' Puff, nor any person employed by or associated with Huff N' Puff is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.
- 3.6 Notwithstanding paragraph 3.5 above, it is the sole and exclusive responsibility of Huff N' Puff to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.
- 3.7 Huff N' Puff shall operate independently of the City and is not the agent or servant of the City for any purpose.
- 3.8 Nothing in this Agreement shall entitle or enable Huff N' Puff or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of Huff N' Puff, any subcontractor of Huff N' Puff and the City is independent and not the agent, employee, partner or joint ventures of any of the others.

Circumstances beyond the Control of Either Party

3.9 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the City and Huff N' Puff including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by Huff N' Puff's negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

Execution

3.10 Huff N' Puff acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions.

Independent Legal Advice

3.11 Huff N' Puff acknowledges that it has had the opportunity to obtain independent legal advice with respect to this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

SIGNED, SEALED, AND DELIVERED

HUFF N' PUFF SENIORS FITNESS ASSOCIATION LONDON, ONTARIO

Date

Per (Signature)*: _____

Print Name: _____

Print Title: _____

**I Have the Authority to Bind the Corporation*

Date

Per (Signature)*: _____

Print Name: _____

Print Title: _____

**I Have the Authority to Bind the Corporation*

THE CORPORATION OF THE CITY OF LONDON

Date

Ed Holder, Mayor

Date

Catharine Saunders, City Clerk

Bill No. 5
2020

By-law No. A.- _____ -_____

A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various Service Providers.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is hereby delegated authority to execute Municipal Purchase of Service Agreements with Service Providers, employing the standards form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule 1

MUNICIPAL PURCHASE OF SERVICE AGREEMENT

[insert name of service to be provided]

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(the "City")

- and -

[INSERT NAME OF SERVICE PROVIDER]

(the "Service Provider")

RECITALS:

The Service Provider has agreed to receive funding from the City to provide one or more services;

The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider's obligations with respect to the provision of services and the City's obligation to provide funding to the Service Provider for the provision of such services.

NOW THEREFORE, The City and the Service Provider agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **"Agreement"** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **"Business Day"** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **"City Representative"** means the individual(s) designated in writing to represent the City;
- **"Description of Services"** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the City from time to time;
- **"Effective Date"** means [Enter Date];
- **"Eligible Expenditures"** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement;
- **"Event of Default"** has the meaning prescribed to it in Section 9.1;
- **"Force majeure"** has the meaning prescribed to it in Article 14;
- **"Funding"** means funding provided under this agreement, as set out in Schedule A;
- **"City Notification"** means a notice in writing from the City to the Service Provider;
- **"Notice"** means any communication given or required to be given pursuant to the Agreement;
- **"Notice Period"** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;

- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **MFIPPA** means the *Municipal Freedom of Information and Protection of Privacy Act*;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down the funded program, as determined by the City.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – Funding / Budget Items / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – Blanket Position Insurance Policy;

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. **Prior Agreements**

2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the funded program.

3. **Term of This Agreement**

3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, one year later (the “Term of the Agreement”).

3.2 Renewal: Prior to expiry of the Agreement, the City and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in the Agreement, for successive one-year periods (each of which is to be called a “Renewal Term”), and subject to mutual agreement on administrative costs. Any decision by the City or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City or the Service Provider.

4. **Services**

4.1 The Service Provider agrees to provide services as set out in Schedule B (Description of Services) in accordance with the Terms of this Agreement including any City of London Homeless Prevention Service Standards as they may be amended from time to time.

5. **Funding**

5.1 The City shall make an allocation of Funding to the Service Provider as set out in Schedule A.

5.2 The City shall make payment of the Funding under Section 5.1 to the Service Provider as set out in Schedule A.

5.3 The Service Provider shall spend Funding received under Section 5.2 as set out in Schedule A.

5.4 Intentionally left blank

6. **Obligations**

- 6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act* (if there are reasonable grounds to suspect a circumstance listed in the Act, promptly report the suspicion and the information on which it is based to a Children's Aid Society).
- 6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.
- 6.3 The Service Provider shall recognize The City of London as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.
- 6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, contractors or voluntary workers in carrying out the services as set out in Schedule B.
- 6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.
- 6.6 The Service Provider shall comply with all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes or other legislative requirements, including, but not limited to, the *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act, 2005*, *Human Rights Code*, *Child and Family Services Act*.
- 6.7 Confidentiality
- (a) The collection, use, retention and disclosure of all personal information under this Agreement are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). The Service Provider acknowledges that any information supplied to the City is subject to MFIPPA, including access to information provisions in MFIPPA.
- (b) The Service Provider shall ensure its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including *Personal Health Information Protection Act, 2004*.
- (c) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall provide the City with a copy of such policy upon request.
- 6.8 **Independent Contractor**
- (a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.

(b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

7. Data Collection and Reporting Requirements

- 7.1 The Service Provider agrees to collect data as described in Schedule B.
- 7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.
- 7.3 The City may at its sole discretion amend Schedule B from time to time.

8. Termination on Notice

- 8.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice.
- 8.2 If the City or Service Provider terminates the Agreement pursuant to 8.1, the City may do one or more of the following:
 - (a) cancel all further instalments of Funding;
 - (b) demand the repayment of any Funding remaining in the possession or under the control of the Service Provider;
 - (c) permit the Service Provider to offset the Wind Down costs against the amount the Service Provider owes pursuant to Section 8.2(b);
 - (d) provide Funding to the Service Provider to cover the Wind Down Costs.
- 8.3 If the Service Provider wishes to terminate the Agreement pursuant to 8.1, it shall provide written notice to the City in the form of a Board resolution or by-law.

9. Event of Default, Corrective Action and Termination for Default

- 9.1 Each of the following events shall constitute an Event of Default:
 - (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) Deliver services that address program outcomes;
 - (ii) Collect data as required;
 - (iii) Provide reports as required;
 - (iv) Use or spend the Funding as authorized in this Agreement and in Schedule A;
 - (b) an event of Force Majeure that continues for a period of sixty (60) days or more.
- 9.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:
 - (a) provide the Service Provider an opportunity to remedy the Event of Default;
 - (b) suspend the payment of Funding for such period as the City determines appropriate;
 - (c) reduce the amount of Funding;
 - (d) reallocate Funding;
 - (e) cancel all further Funding;
 - (f) demand the repayment of any Funding;

- (g) terminate the Agreement, upon giving Notice to the Service Provider.
- 9.3 If, in accordance with Section 9.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:
- (a) the particulars of the Event of Default; and,
 - (b) the Notice Period.
- 9.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 9.2(a), and:
- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,
- the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 9.2 (b), (c), (d), (e), (f), or (g).
- 9.5 Termination under this Article shall take effect as set out in the Notice.
10. If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* (“FLSA”), the Service Provider agrees that the Service Provider shall:
- (b) ensure services are provided in French; and,
 - (c) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the program are available in French.
11. Nothing in this section or in this Agreement authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

12. **Notice**

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the City:

The City of London
 Attention: City Clerk
 300 Dufferin Avenue
 City Clerk’s Office
 London ON N6A 4L9

Email: homelessprevention@london.ca

- ii) in the case of notice to the Service Provider:

[Service Provider Contact Information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so

delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

13. **Indemnification**

13.1 The Service Provider shall indemnify and hold harmless the City from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the City.

13.2 The obligation to indemnify will require the Service Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

13.3 **Insurance and Indemnity**

Throughout the term of this Agreement, the Service Provider shall maintain commercial General Liability Insurance on an occurrence basis for an amount of not less than five million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;

(ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;

(iii) the acts or omissions of the Service Provider, the Service Provider's employees or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;

(iv) any claim or finding that any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible are employees of, or are in any employment

relationship with, the City or are entitled to any Employment Benefits of any kind; or

(v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service Provider, the Service Provider's employees or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

13.4 At its sole discretion, the City may, at any time, require that the Service Provider obtain and maintain a Blanket Position Insurance Policy or equivalent Fidelity Bond. See Schedule C.

14. Force Majeure

14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 12.3.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 Subject to Section 9.1(b), the failure of either Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

15. Audits and Reviews

15.1 The Service Provider shall, on forty-eight (48) hours prior written notice, give the City, City Representatives and/or City auditors free access to such staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or City auditors, for the purpose of verifying compliance with this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the City may conduct an audit of the Service Provider and its subcontractors in any year.

15.2 The City reserves the right to conduct operational reviews on forty-eight (48) hours prior notice to the Service Provider to evaluate the effectiveness of the Service

Provider's operations and delivery of this agreement. The Service Provider shall give the City, City Representatives and/or other persons authorized by the City free access to such premises, staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or other persons authorized by the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

16. **General**

16.1 Services to Vulnerable Populations

- a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.
- b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City.

16.5 [intentionally left blank]

16.6 [intentionally left blank]

16.7 The Service Provider represents and warrants that it shall:

- (a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City;
- (b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
- (c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City.

16.8 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary budgetary appropriations from Municipal Council. The City shall not have any liability in the event the respective budgetary appropriations are insufficient to meet the Funding obligations of the City.

16.9 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Service Provider as partners of each other.

16.10 No member of:

- (a) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.

- 16.11 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.12 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.13 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.14 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.15 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.16 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.17 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.18 This Agreement shall be read with all changes of gender and number required by the context.
- 16.19 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.20 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.

The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 16.21 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.

- 16.22 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.23 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.22 restricting the Service Provider’s ability to assign this Agreement.
- 16.24 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.25 The provisions in sections 5.3; 8.2; 9.2(c), (d), (e), (f); and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Indemnification), 15 (Audits and Reviews), and 16 (General) except for section 16.21 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS THEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Per: _____
 Name: Sandra Datars Bere
 Title: Managing Director,
 Housing, Social Services and
 Dearness Home
 Date:

[NAME OF SERVICE PROVIDER]

Per: _____
 Name: _____
 Title:
 Date:

Per: _____
 Name: _____
 Title:
 I/We have the authority to bind the Service
 Provider.

Schedule A (Municipal)

[Name of Service Provider]

Funding / Budget / Eligible Expenditures

Up to a Maximum Amount of Municipal Funding for Term of Agreement (inclusive of HST): [Insert Amount]

Renewals (if any):

If the parties mutually agree in writing to renew the Agreement, then an amount as determined by the City Representative and confirmed in writing to the Service Provider will be the maximum amount of municipal funding, on the condition that such amount is provided for in the City’s current approved budget.

1. Payment

The Service Provider will receive payment in [Insert Number] installments by the following dates:

[Insert Date] in the amount of [Insert Amount]

[Insert Date] in the maximum amount of [Insert Amount] less any amounts that the City determines as an adjustment.

The City may adjust the allocation based on financial reporting and changes to service delivery.

2. Funding

2.1 A Completed Application for Contract Renewal is to be submitted to City of London, Homeless Prevention by November 15th. The Application for Contract Renewal will include the following sections.

- a) Adherence to City of London, Homeless Prevention Service Standards, or other requirements as identified.
- b) Operating Budget including all sources of revenue and disbursement for the programs and services operated through this Agreement for the fiscal period of January 1 to December 31.

2.2 Financial Reporting

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget funded by this Agreement to actual expenditures (e.g. staff, administration, and programming costs).

Financial Reporting Period	Report Due Date
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]

2.3 Eligible / Ineligible Expenditures

- i) Eligible Expenditures

The following includes a listing of eligible and ineligible expenditures under this funding:

Staff

- salaries and benefits of program employees whose activities are directly related to the activities in this Agreement
- contract fees (e.g., trainers, consultants)

Staff Costs

- mileage and travel expenses for program activities or to share program information. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

Office

- office supplies
- specialized program supplies and material, such as games, toys, books, (in either, or both, official languages), beds, indoor play equipment

Other

- expenses for operating an emergency shelter, Housing First program or other homeless serving organization, including such things as utilities and food
- audit, legal fees, bookkeeping
- annual audited statement
- translation, interpretation, training/professional development
- HST should be included in all budget expenses, not as a separate item in this category

ii) Ineligible Expenditures

- Personal needs allowance paid to a shelter resident
- therapeutic and medical treatment (e.g. speech or language pathology) covered by provincial/territorial medical and insurance plans
- capital expenditures, which include:
 - new construction and/or conversions of buildings
 - retrofits
 - buying land
 - purchasing buildings
- The construction, repair and renovation of new and existing social and affordable housing
- Services that do not directly support people who are homeless or at-risk of homelessness
- Alcoholic beverages

3. Budget

[Insert Budget]

SIGNATURES		
_____ AGREEMENT HOLDER _____ DATE	_____ AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE

Schedule B

[Insert Name of Organization]

Description of Services

1. Description of Services

2. Collection of Data by the Service Provider

[Insert Data Collection Requirements]

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

3. Outcomes and Targets

[Insert program anticipated outcomes and targets here]

4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

SCHEDULE C

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

The Service Provider shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the maximum amount determined in the sole discretion of the City's Manager III, Risk Management from time to time. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



Certificate of Insurance - Standard

This is to certify that the Insured named below is insured as described:

***** This form must be completed and signed by your insurer or insurance broker.*****
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address	
Insured's address (street name, city, province and postal code)				Telephone number	
				Fax number	
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability					Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$
Other (Explain.)					Occurrence \$ Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability: NO or YES. . . (Limit) \$ _____
 Liquor Liability: NO or YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of London
Attention: Risk Management Division
520 Wellington Street, Unit 1
P O Box 5035
London, ON N6A 4L9

Office location: _____ Fax: **519 661-4631**
 Mailing address: _____ E-mail: **certificates@london.ca**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

Form no. 0788 (rev.2016.09)

www.london.ca

SIGNATURES

_____ AGREEMENT HOLDER _____ DATE	_____ AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE
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Bill No. 6
2020

By-law No. A.-_____ - ____

A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2020.

WHEREAS the Municipal Council of The Corporation of the City of London deems it necessary to borrow monies to meet the current expenditures of the Corporation for the year 2020 pending the collection of current revenues;

AND WHEREAS under section 407 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, the Corporation is authorized to borrow for current purposes from January 1st to September 30th in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and from October 1st to December 31st in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year;

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

1. The City Treasurer or Deputy Treasurer of The Corporation of the City of London (hereinafter referred to as the "Corporation") are hereby authorized to borrow from time to time from the Bank of Nova Scotia, or other person or persons, by way of promissory notes and/or the City's operating credit line and at such rate or rates of interest as they may approve, such sum or sums which together with the total of all other temporary borrowings hereunder that have not been repaid shall not exceed \$100,000,000 at any one time, to meet, until the taxes are collected, the current expenditures of the Corporation for the year 2020; provided that notwithstanding the sums authorized to be borrowed hereunder, the amount that may be borrowed hereunder at any one time, together with the total of any similar borrowings that have not been repaid, shall not, except with the approval of the Local Planning Appeal Tribunal, exceed from January 1st to September 30th in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and from October 1st to December 31st in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year, all as provided for in section 407 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended.
2. All promissory notes of the Corporation shall be sealed with the seal of the Corporation and signed by the Mayor, the Deputy Mayor or the Acting Mayor, and by the City Treasurer or the Deputy Treasurer; provided however, that the signature of the Mayor, the Deputy Mayor or the Acting Mayor, may be written or stamped, printed, lithographed, engraved or otherwise mechanically reproduced.
3. Promissory notes signed in accordance with this by-law and sealed with the seal of the Corporation, for the amounts from time to time borrowed under the authority hereof, and interest thereon, may be given to the Bank of Nova Scotia, its representative, or other person or persons from time to time as security for such loans.
4. The City Treasurer is authorized and directed to apply in payment of the money borrowed as aforesaid, together with the interest thereon, all the monies now or hereafter collected or received on account or realized in respect of taxes levied for 2020 and any preceding year, and all the monies collected or received from other sources excluding the sale of debentures, which may be lawfully applied for such purposes.

5. The Mayor, the Deputy Mayor or the Acting Mayor, and the City Treasurer or the Deputy Treasurer of the Corporation are authorized to execute on behalf of the Corporation, under its Corporate Seal, and delivered to the Bank of Nova Scotia, or its representative or other persons, an agreement that all or any sums borrowed for any or all of the purposes mentioned in section 407 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, shall, with interest thereon, be a charge upon the whole or any part or parts of the revenues of the Corporation for 2020 and for any preceding year as and when such revenues are received; provided that such charge does not defeat or effect and is subject to any prior charge then subsisting in favor of any other lender.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Bill No. 7
2020

By-law No. CPOL.-_____-____

A by-law to repeal Council Policy By-Law No. CPOL.-155-407, as amended by By-law No. CPOL.-155(a)-384, being “Workplace Harassment and Discrimination Prevention Policy” and replace it with a new Council policy entitled “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-155-407, as amended by By-law No. CPOL.-155(a)-384, being “Workplace Harassment and Discrimination Prevention Policy” and replace it with a new Council policy entitled “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)”;

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

1. By-law No. CPOL.-155-407, as amended by By-law No. CPOL.-155(a)-384) “Workplace Harassment and Discrimination Prevention Policy” is hereby repealed.
2. The Policy entitled “Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)” attached as Schedule “A” to this by-law is hereby adopted.
3. This by-law comes into effect on March 1, 2020.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019



Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)

Policy Name: Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)

Legislative History: Workplace Harassment and Discrimination Prevention Policy Enacted September 19, 2017 (By-law No. CPOL.-155-407); Amended July 24, 2019 (By-law No. CPOL.-155(a)-384)

Last Review Date: December 3, 2019

Service Area Lead: Director of People Services

1. Policy Statement

The Corporation of the City of London (“Corporation”) is committed to providing a safe and supportive workplace in which the diversity, dignity, and perspectives of all individuals are valued and respected.

Harassment and discrimination in the workplace are prohibited by law. Under Ontario’s [Human Rights Code](#), every person has a right to equal treatment in employment without discrimination and the right to be free from harassment in the workplace. Workplace measures to prevent and address workplace harassment are also required by the [Occupational Health and Safety Act](#).

The Corporation will not tolerate, ignore, or condone harassment, discrimination, or reprisal of any of its employees in the workplace by anyone, including other employees, elected officials, members of the public, customers/clients, volunteers, contractors, and consultants. Workplace harassment, discrimination, and reprisal are serious forms of misconduct that may result in corrective and and/or disciplinary actions, up to and including termination of employment.

2. Definitions

The following definitions are intended to assist employees in understanding terms referenced in this policy. To the extent definitions may not be identical to legal definitions, they shall be interpreted and applied in accordance with applicable legislation, including the [Human Rights Code](#) and [Occupational Health and Safety Act](#).

- 2.1 **Discrimination** – Actions or behaviours that result in unfavourable treatment or which have a negative impact on an individual or group because of one or more of the prohibited grounds listed in the [Human Rights Code](#). Discrimination may be intentional or unintentional. It may involve direct actions that are outright discriminatory, or it may involve rules, practices or procedures that appear neutral, but disadvantage certain groups of people.
- 2.2 **Disrespectful Behaviour** – Failing or refusing, through words or actions, to treat others in a professional, courteous, civil, dignified, fair, and equitable manner.
- 2.3 **Harassment** – Engaging in offensive, hurtful, upsetting or embarrassing comment or conduct that a person knows or ought reasonably to know is unwelcome. The fact that a person does not explicitly object to harassing behaviour, or appears to be going along with it, does not mean the behaviour is welcomed, consented to, or is not harassing. Harassment usually involves more than one incident or a pattern of behaviour, but a single incident may be sufficiently serious, offensive, or harmful to constitute harassment.

Harassment may be:

- a) **Personal** – directed at an individual(s) but not based on any prohibited ground listed in the [Human Rights Code](#); or

- b) **Code-based** – based on one or more of the prohibited grounds listed in the [Human Rights Code](#). Code-based harassment is also a form of discrimination.

Harassment of a worker in the workplace, including sexual harassment of a worker in a workplace, is collectively referred to as “workplace harassment” for the purposes of the [Occupational Health and Safety Act](#).

2.4 **Poisoned Work Environment** – A hostile, humiliating, or uncomfortable workplace that is created by comments or conduct (including comments or conduct that are condoned or allowed to continue when brought to the attention of management) that intimidate, demean or ridicule a person or group. The comments or conduct need not be directed at a specific person, and may be from any person, regardless of position or status. A single comment or action, if sufficiently serious, may create a poisoned work environment. Pornography, pin-ups, offensive cartoons, insulting slurs or jokes, and malicious gossip are examples of comments and conduct that can “poison the workplace” for employees.

2.5 **Prohibited Grounds** – The [Human Rights Code](#) prohibits harassment and discrimination in employment based on one or more of the following grounds:

- race
- colour
- creed (religion, including atheism)
- gender identity
- record of offences (criminal conviction for a provincial offence or for an offence for which a pardon has been received)
- disability (includes mental, physical, developmental or learning disabilities)
- ancestry
- ethnic origin
- sex (includes pregnancy and breast feeding)
- gender expression
- marital status (includes married, single, widowed, divorced, separated, living together in a conjugal relationship outside of marriage, whether in a same-sex or opposite sex relationship)
- association or relationship with a person identified by one of the listed grounds
- place of origin
- citizenship
- sexual orientation
- age
- family status (such as being in a parent-child relationship)
- perception that one of the listed grounds applies, whether or not it actually does

2.6 **Reprisal** – Any act of retaliation or revenge against a person for:

- a) Raising a concern or making a complaint under this policy (whether on their own behalf or on behalf of another);
- b) Participating or cooperating in an investigation or other complaint resolution process under this policy; or
- c) Associating with or assisting a person identified in paragraphs a) and/or b) above.

2.7 **Sexual Harassment** – Harassment based on sex, sexual orientation, gender identity, or gender expression and includes:

- a) Engaging in offensive, hurtful, upsetting or embarrassing comment or conduct because of sex, sexual orientation, gender identity or gender expression that a person knows or ought reasonably to know is unwelcome;
- b) Making a sexual solicitation (i.e. request) or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; and
- c) Retaliating against or threatening to retaliate against an individual for the rejection of a sexual solicitation or advance where the retaliation or threat

of retaliation is by a person in a position to confer, grant or deny a benefit or advancement to the individual.

Sexual harassment of a worker in the workplace is referred to as “workplace sexual harassment” for the purposes of the [Occupational Health and Safety Act](#).

2.8 **Supervisor** – When referenced in this policy means a management supervisor.

2.9 **Workplace** – Includes all sites, facilities, and other locations where the business, work, or social activities of the Corporation take place (see also the Applicability section below).

3. **Applicability**

3.1 This policy applies to:

- All Corporation employees, including full-time, part-time, temporary, probationary and casual employees;
- Elected officials;
- Volunteers (including members of Advisory Committees, Special Committees and Task Forces);
- Interns and students on placements; and
- Contractors and consultants acting on behalf of the Corporation.

Members of the public, including visitors to Corporation facilities and individuals accessing services or conducting business with the Corporation, are expected to adhere to the standards of conduct set out in this policy, including refraining from workplace harassment and discrimination of employees, elected officials, and persons acting on behalf of the Corporation.

3.2 This policy applies at all Corporation workplaces, whether during or outside of normal working hours and whether at or away from the worksite. This includes:

- a) All Corporation facilities and worksites;
- b) All Corporation vehicles;
- c) Any other location where Corporation employees are performing work-related duties or carrying out responsibilities on behalf of the Corporation, including work-related travel and off-site meetings, conferences, seminars, and training;
- d) Locations at which work-related social functions take place, including formal events officially sanctioned by the Corporation and informal after-work social gatherings where behaviours could have an impact on the workplace; and
- e) Social media sites (e.g. Facebook, Twitter, Instagram etc.) and internet sites, where posts may be connected to the workplace or could have an impact on the workplace or working relationships.

3.3 This policy also applies to communications by telephone, cell phone, email, text message, or other electronic instant messaging platforms where the communication may be connected to the workplace or have an impact on the workplace or working relationships, whether the computer, phone, or other electronic device used to make the communication is a personal or Corporation-issued device.

4. **The Policy**

4.1 The purpose of this policy is to:

- a) Set expectations and standards of behaviour for a respectful, safe and supportive workplace;
- b) Define behaviours that may be offensive and prohibited by law and/or this policy;
- c) Clarify roles and responsibilities with respect to interpersonal behaviour in the workplace;
- d) Outline measures to prevent and address prohibited behaviour, including

- e) harassment, discrimination, and reprisal; and Address the Corporation's obligations under applicable employment laws, including the [Human Rights Code](#) and [Occupational Health and Safety Act](#).

4.2 Expected Behaviour

Employees will interact with one another, members of the public, and all others in the workplace in a professional, courteous, civil, dignified, fair, and equitable manner.

4.3 Prohibited Behaviour

The following behaviours are prohibited in the workplace:

- Disrespectful Behaviour
- Discrimination
- Harassment (Personal and Code-based), including Sexual Harassment
- Reprisal

See [Appendix A](#) for examples of the prohibited behaviours listed above.

4.4 Roles and Responsibilities

Creating and maintaining a respectful workplace is a shared responsibility. Every individual to whom this policy applies, as well as individuals who attend at Corporation workplaces, or who access services or conduct business with the Corporation, are expected and required to abide by the standards of behaviour set out in this policy.

Employees who are subjected to or witness prohibited behaviour in the workplace should consult the Respectful Workplace Dispute Resolution and Complaint Procedures (["Resolution/Complaint Procedures" – Appendix B](#)) which outline various options available to address and resolve such behaviour.

4.4.1 All Employees

Every employee has a responsibility to create and maintain a respectful workplace. This includes to:

- a) Ensure words and actions are consistent with this policy;
- b) Raise concerns as soon as possible of prohibited behaviour;
- c) Accept responsibility for their workplace behaviours and their impact on others;
- d) Cooperate in investigations and handling of alleged prohibited behaviour upon request;
- e) Maintain confidentiality related to investigations of alleged prohibited behaviour; and
- f) Participate in training associated with this policy.

4.4.2 Managers/Supervisors

Managers and supervisors have additional responsibilities to create and maintain respectful workplaces and must act immediately on observations or allegations of prohibited behaviour.

A manager or supervisor may be held responsible if they are aware of an incident of prohibited behaviour but do not take steps to resolve or address it.

Managers and Supervisors must:

- a) Ensure work-related practices/procedures in their areas are free from barriers and do not discriminate against groups or individuals;
- b) Set a good example by ensuring their own words and conduct

- adhere to this policy;
- c) Be aware of what constitutes prohibited behaviour and the procedures in place for addressing and resolving such behaviour;
- d) Act promptly to address observations or allegations of prohibited behaviour;
- e) Consult and work cooperatively with the Human Rights and Human Resources Divisions as needed;
- f) Keep a detailed record of any violations of this policy and corrective actions taken and report this information to the Human Rights Division as required;
- g) Support training and awareness activities related to this policy;
- h) Ensure this policy is distributed and posted in a location that is easily accessible by all employees and any other individuals who enter the workplace and ensure contractors and consultants who enter the workplace are aware of this policy;
- i) Implement disciplinary/corrective actions and workplace restoration measures as required;
- j) Monitor the workplace where prohibited behaviour has occurred to ensure it has stopped; and
- k) Provide appropriate support to all those in their work area affected by prohibited behaviour, including witnesses.

4.4.3 Non-management Supervisors

Non-management supervisors must likewise set a good example by ensuring their behaviour complies with this policy and must report all observations, concerns, and/or complaints of prohibited behaviour to their supervisor/manager or the Human Rights Division immediately to be addressed in accordance with the [Resolution/Complaint Procedures \(Appendix B\)](#).

4.4.4 Human Rights Division

The focus of the Human Rights Division is to assist in preventing, correcting, and remedying prohibited behaviours. The Human Rights Division does not advocate for, act on behalf of, or represent any party in a dispute (complainant, respondent, or management). All complaints to the Human Rights Division will be dealt with in an unbiased manner.

The Human Rights Division is responsible for:

- a) Reviewing and recommending updates to this policy;
- b) Providing information to employees, including to managers and supervisors, regarding this policy and the various options available for raising, addressing, and resolving concerns and complaints of prohibited behaviour;
- c) Making referrals to agencies for counselling and assistance when required;
- d) Receiving complaints, including conducting intakes;
- e) Recommending appropriate interim measures, and complaint resolution and investigation options;
- f) Conducting independent investigations;
- g) Assisting in implementing resolutions of complaints; and
- h) All tracking of concerns and complaints under this policy.

4.4.5 Human Resources Division

The Human Resources Division is responsible for:

- a) Removing barriers in hiring and employment policies, practices, and procedures that may have the effect of discriminating against groups or individuals;
- b) Providing training on this policy and related practices and procedures;

- c) Providing support to managers and supervisors in responding to and addressing matters under this policy;
- d) Making referrals to agencies for counselling and assistance where required;
- e) Consulting with the Human Rights Division as required with respect to alleged prohibited behaviour; and
- f) Reporting all complaints of prohibited behaviour to the Human Rights Division, including grievances alleging harassment, discrimination and/or reprisal filed under a collective agreement.

4.4.6 Corporate Security and Emergency Management Division

The focus of Corporate Security Services is to protect and promote the safety and security of Corporation workplaces, employees, and the public by assisting in preventing and addressing prohibited behaviours where safety may be at risk. Corporate Security Services is responsible for:

- a) Providing advice and assistance to address concerns and complaints of prohibited behaviour against a member of the public or where the physical safety of employees or others may be at risk;
- b) Making referrals to agencies for counselling and assistance when required;
- c) Receiving complaints alleging a member of the public has engaged in prohibited behaviour, including conducting intakes and determining appropriate interim measures;
- d) Determining informal actions, and conducting independent investigations of complaints of prohibited behaviour against a member of the public;
- e) Consulting and working cooperatively with Human Rights and Human Resources Divisions as required;
- f) Recommending and implementing appropriate corrective action involving members of the public when required; and
- g) Reporting prohibited behaviour by members of the public and corrective actions taken to the Human Rights Division as required.

4.4.7 Respectful Workplace Ombudsperson (“RWO”)

The RWO is available as a neutral and confidential resource for employees to obtain information regarding their rights and obligations under this policy. The RWO advocates for fair and transparent processes under this policy and related practices and procedures, but does not act as an advocate for or provide legal advice to individuals.

The RWO will:

- a) Receive and respond on a confidential basis to questions from employees regarding this policy;
- b) Provide assistance to employees as they proceed through the [Resolution/Complaint Procedures](#);
- c) Review complaints from employees related to processes and procedures undertaken by the Corporation under this policy and make recommendations to the City Manager for improvements; and
- d) Report annually to the City Manager about their interactions with employees related to this policy and identify themes and potential options for action and improvement.

4.4.8 Joint Health and Safety Committees

The Corporation’s Joint Health and Safety Committees will be consulted and may provide input and feedback with respect to the implementation and maintenance of this policy and related processes and procedures in accordance with the [Occupational Health and Safety Act](#).

4.4.9 Unions/Associations

Union/Association officials are available for confidential consultation and to provide representation to both complainants and respondents, if they are Union/Association members. Union/Association officials can also make a referral to agencies for counselling and assistance where required.

4.4.10 Community Agencies

Community agencies are available to provide confidential advice to individuals affected by complaints.

4.5 Communication

This policy shall be posted on the Corporation's intranet, on the Corporation's website, and in the Corporation's workplaces.

4.6 Respectful Workplace Training

Employees, elected officials, interns and students on placement, will receive mandatory training on this policy upon assuming their respective roles in the workplace. Thereafter, as appropriate, they will receive refresher or in-service training with respect to specific rights and/or obligations arising from the [Human Rights Code](#) and/or the [Occupational Health and Safety Act](#) and will be reminded of the complaint mechanisms to enforce those rights and any substantial changes.

4.7 Policy Review Process

The Corporation is committed to continuing to enhance its respectful workplace policies, practices, and procedures. This policy will be reviewed as often as necessary, but at least annually, to ensure it remains current and is appropriately implemented. Employees and their representatives are encouraged to provide input and feedback to the Human Rights Division, the Human Resources Division, or the RWO.

4.8 Policy Implementation

Implementation of this policy will be in accordance with applicable Council and/or Corporation by-laws, policies and procedures, legislation, and collective agreement provisions.

4.9 Related Policies and Procedures

- [Accommodation of Employees with Disabilities Procedure](#)
- [Code of Conduct for Members of Council](#)
- [Formal Investigation Process](#)
- [General Policy for Advisory Committees](#)
- Public Conduct Administrative Practice
- [Rzone Policy](#)
- [Time Off for Religious Observances Guideline](#)
- [Use of Technology Administrative Procedure](#)
- [Workplace Violence Prevention Policy](#)

Appendix A: Examples of Prohibited Behaviours

The following are some examples of the prohibited behaviours listed in Section 4.3 above.

Disrespectful Behaviour

Examples could include:

- Teasing or joking that intimidates, embarrasses, or humiliates;
- Belittling and use of profanity;
- Using sarcasm or a harsh tone;
- Deliberately expressing or exhibiting disinterest when an employee is speaking;
- Spreading gossip or rumours that damage one's reputation;
- Condescending or patronizing behaviour;
- Actions that invade privacy or one's personal work space; and
- Deliberately excluding an employee from basic civilities (e.g. saying "good morning"), relevant work activities, or decision making.

Any of the behaviours listed above could also constitute discrimination (if based on one or more of the prohibited grounds) or harassment (if the behaviour is repeated, occurs in combination with other prohibited behaviours, or is severe).

Discrimination

If based on one or more of the prohibited grounds, examples could include:

- Excluding an employee from workplace activities;
- Refusing to work with another employee;
- Denial of hiring, promotion, work assignment, career development or training;
- Failing or refusing to accommodate short of undue hardship; and
- Denial of services to any individual or group of individuals.

Harassment

Examples of **Personal Harassment** could include:

- Angry shouting/yelling;
- Abusive or violent language;
- Physical, verbal, or e-mail threats or intimidation;
- Aggressive behaviours (e.g. slamming doors, throwing objects);
- Targeting individual(s) in humiliating practical jokes;
- Excluding, shunning, or impeding work performance;
- Negative blogging or cyberbullying;
- Retaliation, bullying, or sabotaging;
- Unreasonable criticism or demands;
- Insults or name calling;
- Public humiliation; and
- Communication via any means (e.g. verbal, electronic mail, voice mail, print, social media posts, or radio) that is demeaning, insulting, humiliating, or mocking.

Examples of **Code-based Harassment** could include (if based on one or more of the prohibited grounds):

- Insulting, offensive, humiliating or mocking remarks, gestures, jokes, slurs, or innuendos;
- Name calling, including using derogatory or offensive terms or language;
- Refusing to work or interact with an employee;
- Attaining, viewing, retaining or distributing insulting, derogatory or offensive information from the internet or other sources;
- Vandalism of an individual's property;
- Interference with a person's ability to perform their work responsibilities;

- Offensive, derogatory, insulting or demeaning communication via any means (e.g. verbal, electronic mail, voice mail, print, social media posts, or radio); and
- Displaying pictures, graffiti or other materials that are derogatory or offensive.

Harassment Does Not Include:

- Reasonable performance of management or supervisory functions, including:
 - performance/probation reviews/appraisals,
 - performance management (including coaching, counselling, discipline),
 - organizational changes/restructuring,
 - shift/vacation scheduling,
 - work direction, and
 - work assignments/work location;
- Occasional disagreements or personality conflicts between co-workers;
- Stressful events encountered in the performance of legitimate duties; or
- A single comment or action unless it is serious and has a lasting harmful effect.

Sexual Harassment

Examples could include:

- Comments, jokes, slurs, innuendos or taunting about a person's body, attire, sex, sexual orientation, gender identity, or gender expression;
- Comments or conduct of a sexual nature (verbal, written, physical);
- Jokes of a sexual nature which cause awkwardness or embarrassment;
- Negative stereotypical comments based on gender, sex or sexual orientation;
- Gender related comments about an individual's physical characteristics or mannerisms;
- Displaying or distributing pornographic pictures or other offensive material;
- Inappropriate touching, gestures, leering, staring or sexual flirtations;
- Sexual assault (also an offence under the [Criminal Code](#));
- Persistent unaccepted solicitations for dates (including unwelcome contact subsequent to the end of an intimate relationship);
- Unwelcome solicitation(s) made by a person in a position to confer or deny a workplace benefit or advancement on the recipient; and
- Unwelcome comments or questions about a person's sex life.

Reprisal

Examples could include:

- Issuing discipline, changing work location or hours, demoting, denying of advancement or promotional opportunities, or threatening to carry out such actions if done as an act of retaliation or revenge;
- Bullying, threats, or other intimidating behaviour;
- Making false allegations of workplace misconduct; and
- Pressuring an individual to withdraw or change a complaint or witness statement.

Appendix B: Respectful Workplace Dispute Resolution and Complaint Procedures

1. Purpose

These procedures are intended to:

- a) Outline internal options available for employees to raise concerns of prohibited behaviour for resolution and/or investigation;
- b) Inform managers and supervisors of actions required to address concerns and complaints of prohibited behaviour;
- c) Inform employees of what they can expect to occur in the event they raise a concern of prohibited behaviour, or are a witness to, or accused of such behaviour;
- d) Inform employees of available supports to assist them in raising concerns of prohibited behaviour or in the event they are accused of, or witness such behaviour; and
- e) Outline actions that will be taken to prevent, correct, and remedy incidents of prohibited behaviour.

2. Definitions

For the purposes of these procedures,

- 2.1 **Complainant** – A person(s) alleging they have been subjected to prohibited behaviour under this policy.

Note: Complaints of prohibited behaviour will be accepted from any source that provides reasonable grounds for concern (e.g. witnesses, unions/associations, or other third parties). These individuals will not be considered “complainants” for the purpose of these Resolution/Complaint Procedures or the Corporation’s [Formal Investigation Process](#).

- 2.2 **Prohibited Behaviour** – Behaviour in the workplace that is prohibited by this policy (see Policy, Section 4.3 above).

- 2.3 **Respondent** – The person(s) who is alleged to have engaged in prohibited behaviour.

- 2.4 **Respectful Workplace Response Team** – Shall be comprised of the City Manager, relevant Managing Director, Director of People Services, or their designate(s), and a member of the City Solicitor’s Office.

3. Complaints Involving the City Manager/Deputy City Manager/Managing Directors/Director of People Services/Human Rights Intake Administrator

- a) Complaints received through these Resolution/Complaint Procedures alleging the City Manager has engaged in prohibited conduct (alone or in conjunction with another respondent(s)) shall be forwarded to the Director of People Services or the City Solicitor as soon as possible. Upon receipt of a complaint, the Director of People Services or the City Solicitor will immediately refer the complaint to an external third party.
- b) Complaints received through these Resolution/Complaint Procedures alleging the Deputy City Manager, a Managing Director, the Director of People Services, or the Human Rights Intake Administrator (alone or in conjunction with another respondent(s) other than the City Manager) has engaged in prohibited behaviour shall be forwarded to the City Manager as soon as possible. Upon receipt of a complaint, the City Manager will immediately refer the complaint to an external third party.
- c) The external third party will perform all the functions assigned to the Human Resources Division and/or the Human Rights Division as described in this procedure and the Formal Investigation Process.
- d) In the case of the City Manager, if the external third party determines that a formal investigation is required, they will provide the investigation report and their recommendations, if any, to the Committee designated by the

Municipal Council to deal with such matters. The Committee, after consultation with the external third party and such other external and/or internal resources as appropriate and required (e.g. external legal counsel, member of the City Solicitor's Office, Director of People Services), shall make recommendations to the Municipal Council relating to corrective and/or disciplinary actions, and the Municipal Council shall consider, adopt or otherwise deal with the recommendations from the Committee.

- e) In the case of the Deputy City Manager, Managing Directors, Director of People Services, and the Human Rights Intake Administrator, if the external third party determines that a formal investigation is required, they will provide the investigation report and their recommendations, if any, to the City Manager. The City Manager, after consultation with such other external and/or internal resources as appropriate and required (e.g. external legal counsel, member of the City Solicitor's Office, Director of People Services) will determine or, where required, will recommend to the Committee designated by the Municipal Council to deal with such matters, appropriate corrective and/or disciplinary action.

In all other respects, the Resolution/Complaint Procedures below will apply to the processing of the complaint.

4. Complaints Involving a Member of Council (Including the Mayor)

- a) Complaints received through these Resolution/Complaint Procedures alleging a Member of Council has engaged in prohibited conduct shall be forwarded to the Director of People Services as soon as possible. In the event the Director of People Services, determines that a formal investigation of the complaint is required, they will immediately refer the complaint to the Integrity Commissioner to conduct an investigation in accordance with the Integrity Commissioner's procedures. Where such a request is made to the Integrity Commissioner, the Director of People Services shall be the complainant for the purposes of the Integrity Commissioner's procedures.
- c) Where the Integrity Commissioner conducts an investigation, the Integrity Commissioner will provide results to the Director of People Services in accordance with the Integrity Commissioner's procedures. Based on the Integrity Commissioner's reporting, the Director of People Services will provide the complainant with a written summary of the findings.
- d) Where there are findings of a violation of this policy, the Director of People Services will refer the findings to the Respectful Workplace Response Team to implement appropriate corrective action to ensure the behaviour stops in accordance with section 7.4 below.
- e) As noted in Section 7.10 below, other complaint avenues for raising concerns of prohibited behaviour by a Member of Council may be available, including directly to the Integrity Commissioner as provided for in the [Code of Conduct for Members of Council](#).

In all other respects, the Resolution/Complaint Procedures below will apply to the processing of the complaint.

5. Complaints Involving Members of the Public Attending at Corporation Workplaces and/or Accessing Corporation Services

- a) The Division Manager of Corporate Security and Emergency Management, or designate, in addition to the individuals listed in sections 6.1 and 6.2 below, is available to provide advice, guidance and assistance to employees and supervisors/managers regarding available options to raise and resolve concerns of prohibited behaviour by a member of the public.
- b) The Division Manager, Corporate Security and Emergency Management, or designate, in consultation with the Human Rights Division as needed, may also determine an appropriate informal course of action that may

effectively resolve a complaint against a member of the public in a timely and fair manner as outlined in section 6.3 below. All findings of harassment, discrimination, and/or reprisal determined through informal action, as well as any corrective actions taken, shall be reported to the Human Rights Division.

- c) In addition to the Director of People Services and in accordance with section 6.5 below, the Division Manager, Corporate Security and Emergency Management or designate, in consultation with the Human Rights Division as needed, may determine that further inquiry into a complaint of prohibited conduct against a member of the public is necessary and, if so, a formal investigation of the matter will be conducted in accordance with the Corporation's [Formal Investigation Process](#).
- d) Where there are findings of a violation of this policy, corrective action shall be determined in accordance with section 7.4 below.
- e) The Division Manager, Corporate Security and Emergency Management or designate, shall report all findings of harassment, discrimination, and/or reprisal determined through formal investigation, as well as any corrective actions taken, to the Human Rights Division.

In all other respects, the Resolution/Complaint Procedures set out below will apply to the processing of a complaint against a member of the public.

6. Resolution/Complaint Procedures

There are a number of internal options available to raise and resolve concerns of prohibited behaviour under this policy, including:

- 1) Consultation – Obtaining Advice and Assistance
- 2) Individual Action – Talking to the Respondent
- 3) Informal Action – Dispute Resolution without Formal Investigation
- 4) Mediation
- 5) Formal Investigation

Whether all options are available or appropriate in a particular case will depend on the nature of the concerning behaviour and/or the parties involved. In all cases, concerns should be raised and addressed as soon as possible. Where appropriate, and especially when raised right away, individual or informal actions can bring about a quick resolution and prevent escalation of workplace disputes.

6.1 Consultation – Obtaining Advice and Assistance

Employees who believe they have witnessed or been subjected to prohibited behaviour may benefit from having access to information and advice before deciding how to proceed with a concern. Employees may consult any member of management or Human Resources or Human Rights Division staff. These individuals have responsibility to take action to resolve and stop prohibited behaviour (see Roles and Responsibilities – Policy, Section 4.4). They can provide advice, assistance, coaching, and referrals to assist employees in addressing the dispute themselves where appropriate to do so. Depending on the nature and circumstances of the concern raised, these individuals may be obligated to initiate an investigation even if the complainant does not wish to pursue that option.

The RWO is also available to provide neutral, confidential advice and information regarding available resolution and complaint options (see Policy, Section 4.4.7).

Employees who are members of a bargaining unit may also consult their Union/Association representative.

6.2 Individual Action – Talking to the Respondent

If an employee believes they are being subjected to prohibited behaviour and there are no immediate health or safety concerns, it is recommended the

respondent be told as soon as possible that their behaviour is unwelcome and must stop.

It is not necessary for the employee to advise the respondent directly. The communication may be done verbally, via e-mail, transcribed, or other suitable means. It is recommended that if the communication is done verbally, what was said, as well as the date, time and place, be documented. Human Rights and Human Resources Division staff, a Union/Association representative, any member of management, or a trusted friend may assist.

It is recommended that the complainant maintain a detailed record of incidents of prohibited behaviour, including the number of occurrences, date(s), time(s), place(s), nature of the offensive behaviour(s), names of individuals who may have observed the incidents and all actions taken.

If addressing the respondent directly could raise health or safety risks, escalate the dispute, or is not appropriate, complainants may take other resolution options outlined in these procedures.

6.3 Informal Action – Dispute Resolution without Formal Investigation

If individual action is not appropriate or if the prohibited behaviour continues after asking the person to stop, the employee shall advise their supervisor/manager or the Human Rights Division of their complaint, preferably in writing. Where the employee's supervisor/manager is involved in the complaint, the employee may advise a more senior member of management. Supervisors and managers will report all complaints of behaviour that may constitute harassment, discrimination, or reprisal to the Human Rights Division as soon as possible. When uncertain, supervisors/managers should consult the Human Rights Division for guidance.

Where the prohibited behaviour alleged is not harassment, discrimination, or reprisal, the supervisor or manager in consultation with the Human Rights Division, as needed, and with the parties to the dispute, if appropriate, may determine an appropriate informal course of action that will effectively resolve the complaint in a timely and fair manner without the need for formal investigation. If the prohibited behaviour warrants disciplinary action, the supervisor or manager must consult with Human Resources or Human Rights Division staff before issuing discipline. The supervisor or manager shall document and report to the Human Rights Division any informal action taken, including any corrective/disciplinary action(s) implemented, to resolve the complaint.

Where the alleged prohibited behaviour may constitute harassment, discrimination, or reprisal, the Director of People Services, or designate, in consultation with the Human Rights Division, and with the complainant if appropriate, will determine whether an informal course of action may be appropriate.

Circumstances in which an informal course of action may be appropriate include the following:

- i) Where the alleged misconduct is minor in nature;
- ii) Where all the facts necessary for resolution are known without the need for further inquiry;
- iii) Where no other resources or special expertise are required for an impartial and timely resolution;
- iv) Where the alleged misconduct is acknowledged by the respondent, the parties to the complaint are in agreement as to how to effectively resolve the issues, and the agreed upon resolution is acceptable to the appropriate manager(s) and the Director of People Services or designate.

Informal action may include, among other actions:

- i) Consulting, advising, meeting with and/or interviewing those involved

- in the complaint (i.e. an informal review/investigation);
- ii) Reviewing documentary evidence (e.g. emails);
- iii) Communication of findings to the parties to the complaint and making recommendations to remedy concerns; or
- iv) A facilitated discussion to resolve the issues.

The [Occupational Health and Safety Act](#) requires employers to conduct an investigation that is appropriate in the circumstances of all incidents and complaints of workplace harassment. Therefore options for informal action that do not include investigation will not be available for complaints of workplace harassment until after an appropriate investigation has been completed.

Where there are findings of prohibited behaviour determined through informal action, communication of those findings will be in accordance with the Communication of Findings section of the Corporation's [Formal Investigation Process](#).

6.4 Mediation

Mediation is a form of informal action. It is a voluntary process whereby the complainant and respondent meet with a trained mediator to determine whether the complaint can be resolved in a mutually satisfactory manner.

Mediation is not appropriate in all circumstances. For example, when there are allegations of severe discrimination or harassment which, if substantiated, would result in disciplinary action, or where there are potential health or safety concerns. If the Director of People Services or designate, in consultation with the Human Rights Division, deems mediation appropriate, it will be offered to the parties but will only be conducted with the consent of both the complainant and the respondent.

It is preferable that mediation be attempted prior to a formal investigation but will remain available to the parties throughout the investigation process. Where workplace harassment is alleged, mediation will only be available, if deemed appropriate, after an investigation is completed as required by the [Occupational Health and Safety Act](#).

During the mediation process, the complainant and the respondent may, if desired, be accompanied by a Union/Association representative or a trusted friend.

If a mediated settlement is reached, the terms of the settlement shall be reduced to writing and signed by the complainant, respondent and the mediator. If the settlement requires any action on the part of the Corporation, the agreement of the Director of People Services or designate will be required.

Discussions at the mediation will be treated as carried out with a view to coming to a settlement. Discussions will be treated as privileged and confidential to the full extent permitted by law.

6.5 Formal Investigation

If mediation or other informal options to resolve the complaint are not appropriate or are unsuccessful or where the Director of People Services or designate, in consultation with the Human Rights Division, determines that further inquiry is necessary, a formal investigation into the matter will be conducted.

Corporate-initiated Investigations: In circumstances where a complaint is made by someone other than the alleged victim, the Corporation may conduct a formal investigation where the Director of People Services or designate, in consultation with the Human Rights Division, deems it appropriate, including where allegations of harassment or discrimination warrant further action/investigation or where the alleged victim does not wish to submit a complaint. The Corporation may also conduct a formal investigation where there

is information to suggest the existence of an outstanding specific or systemic problem in the workplace.

Formal investigations and communication of the findings from such investigations will be conducted in accordance with the Corporation's [Formal Investigation Process](#).

7. General Provisions

7.1 Refusal to Act or Investigate

The Corporation may refuse to act or investigate or may discontinue an informal action or investigation where:

- i) The behaviour alleged, if true, would not be a breach of this policy;
- ii) The complaint is anonymous and there is insufficient information to warrant any or further steps;
- iii) The complaint is vexatious or made in bad faith (see Section 7.5 below);
- iv) Another complaint avenue has been pursued or engaged regarding the same or a related concern/complaint; or
- v) Having regard to all of the circumstances, further investigation of the matter is unnecessary.

7.2 Interim Measures

In certain circumstances such as where health or safety is at issue, it may be necessary to take immediate measures. In such a case, interim measures shall be determined by the Director of People Services, or designate, in consultation, where appropriate, with the Human Rights Division, other members of the Respectful Workplace Response Team, Corporate Security, and/or the London Police Service. Interim measures may include relocating a party, or placing a party on a non-disciplinary suspension with pay pending the resolution of the complaint or outcome of the investigation. The Division Manager, Corporate Security and Emergency Management Division, or designate, in consultation, where appropriate, with the Human Rights Division, other members of the Respectful Workplace Response Team, and/or the London Police Service, shall determine interim measures with respect to members of the public. The implementation of interim measures does not mean that conclusions have been reached relating to the allegations.

7.3 Support for Parties

The Corporation recognizes that involvement in a workplace investigation may be stressful and emotionally upsetting. Complainants, respondents, witnesses, and other affected employees may access the counselling services and support provided by the Corporation's employee assistance provider. Additionally, complainants may wish to access counselling and support through outside agencies.

Parties to a complaint also have the right to be accompanied by a support person of their choice during meetings relating to a complaint made pursuant to these procedures, including their Union/Association representative, if applicable, or a trusted friend (e.g. another manager if they are a management employee). Where the Human Rights Intake Administrator/investigator is of the opinion that the presence of the support person is inappropriate (e.g. they have a conflict) or is hindering the process, the relevant party may select another support person provided that doing so does not hinder or unduly delay the meeting/process. As these procedures are intended as an internal means of addressing prohibited behaviour outside of more formal legal proceedings, parties are not entitled to select legal counsel as their support person.

7.4 Corrective Action and/or Disciplinary Action

Where a finding of a violation of this policy that does not constitute harassment, discrimination, or reprisal has been made, the applicable division manager, in consultation with the Director of People Services, or delegate, will determine appropriate corrective and/or disciplinary actions.

Where a finding of harassment, discrimination, or reprisal in violation of this policy has been made, the Respectful Workplace Response Team will determine appropriate corrective and/or disciplinary actions.

Where it is determined that corrective or disciplinary action is to be taken against an employee of the Corporation, such action may include the following:

- An apology
- Coaching or counselling
- Education or training
- Warning
- Suspension or leave without pay
- Demotion
- Transfer
- Termination of employment

The appropriate supervisor or manager will implement corrective or disciplinary actions to be taken against an employee.

Where it is determined that corrective action is to be taken against members of Council, volunteers (including members of Advisory Committees, Special Committees, and Task Forces), students on placements, contractors, consultants, members of the public, including clients or customers, the Corporation will take such corrective action as is reasonable in the circumstances and permitted by law to ensure the prohibited behaviour stops. This may include barring the person from Corporation facilities or discontinuing business with contractors or consultants. The Division Manager, Corporate Security and Emergency Management Division or designate will be consulted with respect to determining any corrective action to be taken against members of the public.

The Corporation may also implement any systemic remedies it deems appropriate.

7.5 Vexatious/Bad Faith Complaints

Where it is determined that the complainant has made a vexatious or bad faith complaint or an individual makes allegations knowing them to be false, the Respectful Workplace Response Team will take appropriate corrective and/or disciplinary action which may include the same corrective and/or disciplinary actions noted above.

A complaint is vexatious or made in bad faith if it is made for the purpose of annoying, embarrassing or harassing the respondent, out of spite or vindictiveness, or the complainant is engaging in improper behaviour such as fraud, deception, or intentional misrepresentation.

A complaint that is made in good faith but is not substantiated does not constitute a vexatious or bad faith complaint.

7.6 Timing of Complaint

A complaint under these procedures should be made as soon as possible after the prohibited behaviour occurred and no later than one year after the last incident occurred unless there are reasons why it was not possible to bring it forward sooner. Where failure to make a complaint in a timely fashion affects the ability of the Corporation to conduct a full and complete investigation, the Corporation may decline to deal with the complaint.

7.7 Timing of Completion of Actions/Investigation

The Corporation will complete any informal actions or formal investigations pursuant to these procedures in a timely manner and within three (3) months from the date of receiving a complaint/initiating an investigation, unless there are extenuating circumstances (e.g. illness, complex investigation) warranting a longer period. The Human Rights Intake Administrator/investigator, supervisor, or manager responsible for handling a complaint under these procedures will update the parties to the complaint on a regular basis (approximately every two to three weeks) as to the status of their complaint and anticipated next steps.

7.8 Confidentiality

The administration of these procedures will be in accordance with the [Municipal Freedom of Information and Protection of Privacy Act](#) (“MFIPPA”). All complaints received under these procedures will be considered strictly confidential subject to the Corporation’s obligation to safeguard employees, to conduct a thorough investigation, take appropriate corrective and/or disciplinary action, or to otherwise disclose information as required by law. The parties to the complaint and any witnesses are also expected to maintain confidentiality. Unwarranted breaches of confidentiality will result in corrective and/or disciplinary action.

7.9 Complaint Records

Where an investigation results in corrective and/or disciplinary action against an employee, a record of such action will be placed in the employee’s Human Resources file. Where there is insufficient evidence to prove that prohibited conduct occurred, no record of the complaint shall be placed in the respondent’s Human Resources file.

All records pertaining to enquiries and complaints under this policy will be kept in confidential storage separate from employees’ Human Resources files. All records will be subject to the provisions of [MFIPPA](#) as noted above.

7.10 Other Avenues of Complaint

In addition to these internal resolution and complaint procedures, there may be other avenues available to pursue complaints of prohibited behaviour. Depending on the nature of the behaviour at issue and the parties involved, other complaint avenues may include an Application to the Human Rights Tribunal of Ontario, a complaint to the Ministry of Labour, an application to the Ontario Labour Relations Board, a civil action, a criminal complaint, a complaint to the Integrity Commissioner, and a grievance pursuant to the terms of an applicable collective agreement.

These resolution/complaint procedures are not intended to interfere with or restrict employees’ rights to pursue any other available avenue(s) of complaint, including pursuant to the Ontario [Human Rights Code](#) and the [Occupational Health and Safety Act](#). Where appropriate and/or required by law, the Corporation will conduct its own independent investigation into the allegations and make its own determination in accordance with this policy even when another avenue of complaint is pursued. This includes circumstances where there may be a related criminal proceeding.

Bill No. 8
2020

By-law No. CP-_____

A by-law to provide for the Committee of Adjustment and Consent Authority and to repeal By-law CP-7, as amended.

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 44 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, provides for a municipality to constitute and appoint a committee of adjustment;

AND WHEREAS section 45 of the *Planning Act*, as amended, sets out the powers of a committee of adjustment with respect to minor variance applications;

AND WHEREAS section 5 of the *Planning Act*, as amended, permits municipal council by by-law to delegate the authority of the Council under section 53 of the *Planning Act* to a committee of council or to an appointed officer identified in the by-law by name or position occupied;

AND WHEREAS subsection 54(5) of the *Planning Act*, as amended, provides that Municipal Council may by by-law delegate the authority of the council under section 53 of the Act or any part of that authority to an appointed officer identified in the by-law by name or position occupied or to the committee of adjustment;

AND WHEREAS it is deemed expedient to pass this by-law;

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

Part 1 - Committee of Adjustment

1.1 Established

The Committee of Adjustment for The Corporation of the City of London is established and constituted pursuant to section 44 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended.

1.2 Composition

The Committee of Adjustment for The Corporation of the City of London shall be composed of 5 individual appointed by Municipal Council.

1.3 Powers – authority – set out – Planning Act

The Committee of Adjustment for The Corporation of the City of London is empowered pursuant to section 45 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, and the regulations thereunder to grant minor variances and to change, to extend and/or to enlarge non-conforming uses with respect to the provisions of any zoning by-law of the municipality that implements the Official Plan for the City of London Planning Area.

Part 2 – Consent Authority

2.1 Established – Committee of Adjustment

The Committee of Adjustment for The Corporation of the City of London, established under section 1.1 of this by-law is hereby delegated the authority with respect to the granting of consents provided for under section 53 of the *Planning Act*, as amended, and the Committee of Adjustment shall act as the “London Consent Authority”.

2.2 Exception, London Consent Authority

Notwithstanding the delegation described in 2.1 of this by-law, The Corporation of the City of London hereby delegates the following specific consent powers, when not in conjunction with lot creation or variances to zoning regulations, to the Director, Development Services, acting as the “London Consent Authority”:

- (a) Lot additions/adjustments
- (b) Mortgages (over a part of a property)
- (c) Leases (over a part of a property when the term totals 21 years or more)
- (d) Rights-of-ways (easements)
- (e) Power of Sale
- (f) Validation of Title

2.3 Director, Development Services – Further Delegation

For the purpose of granting consents in accordance with section 2.2 of this by-law or entering into agreements in accordance with section 2.5, in the absence or vacancy of Director, Development Services, The Corporation of the City of London hereby delegates the authority under section 2.2 to the Manager, Current Planning.

2.4 Authority to Execute Certificates

The Secretary-Treasurer of the Committee of Adjustment shall be delegated the authority to give a certificate to the applicant stating that the consent has been given pursuant to sections 53(42) and 53(44) of the *Planning Act*, as amended.

2.5 Authority to Execute Agreements

The Director, Development Services, shall be delegated the authority to execute any agreements prepared in accordance with a condition imposed by the London Consent Authority.

Part 3 – Repeal – Enactment

3.1 By-law – previous

By-law CP-7 and all of its amendments are hereby repealed.

3.2 Effective date

This by-law comes into force and effect on May 1, 2020.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – December 10, 2019
Second reading – December 10, 2019
Third reading – December 10, 2019

Bill No. 9
2020

By-law No. C.P.-1512(_)-____

A by-law to amend The London Plan for the
City of London – 2016 relating to 1018 and
1028 Gainsborough Road.

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

1. Amendment No. # to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Amendment No. #
to
The London Plan for the City of London

A. Purpose of this Amendment

The purpose of this Amendment is to add a Specific Policy for the Neighbourhoods Place Type to permit, in addition to the uses permitted in the Neighbourhoods Place Type, an apartment building with a maximum height of 12 storeys and a maximum density of 392 units per hectare, and to add the subject lands to Map 7 – Specific Policy Areas, of The London Plan.

B. Location of this Amendment

This Amendment applies to lands located at 1018 and 1028 Gainsborough Road in the City of London.

C. Basis of the Amendment

The recommended amendment is consistent with the Provincial Policy Statement, 2014, the in-force policies of The London Plan, and the 1989 Official Plan. The amendment provides for the development of an underutilized site by way of a site-specific policy in return for the provision of affordable housing.

D. The Amendment

The London Plan is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of the London Plan for the City of London is amended by adding the following:

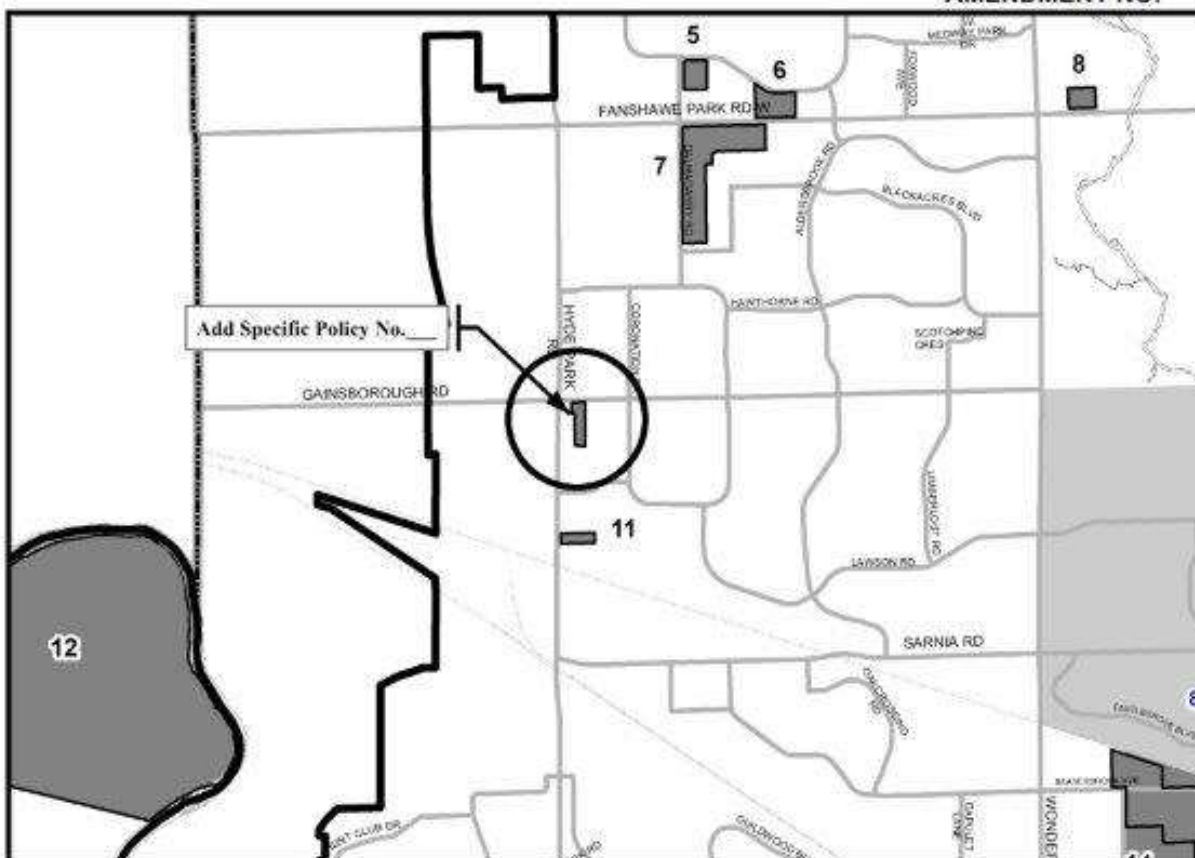
1018 and 1028 Gainsborough Road

()_ In the Neighbourhoods Place Type applied to the lands located at 1018 and 1028 Gainsborough Road, an apartment building with a maximum height of 12 storeys and maximum density of 392 units per hectare may be permitted.

2. Map 7 - Specific Policy Areas, to The London Plan for the City of London Planning Area is amended by adding a specific policy area for the lands located at 1018 and 1028 Gainsborough Road in the City of London, as indicated on “Schedule 1” attached hereto.

Schedule "1"

AMENDMENT NO: _____



LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

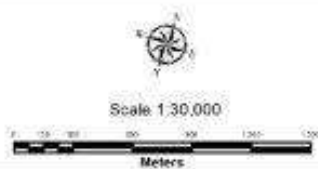
BASE MAP FEATURES

-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

**SCHEDULE #
TO
THE LONDON PLAN**
AMENDMENT NO. _____

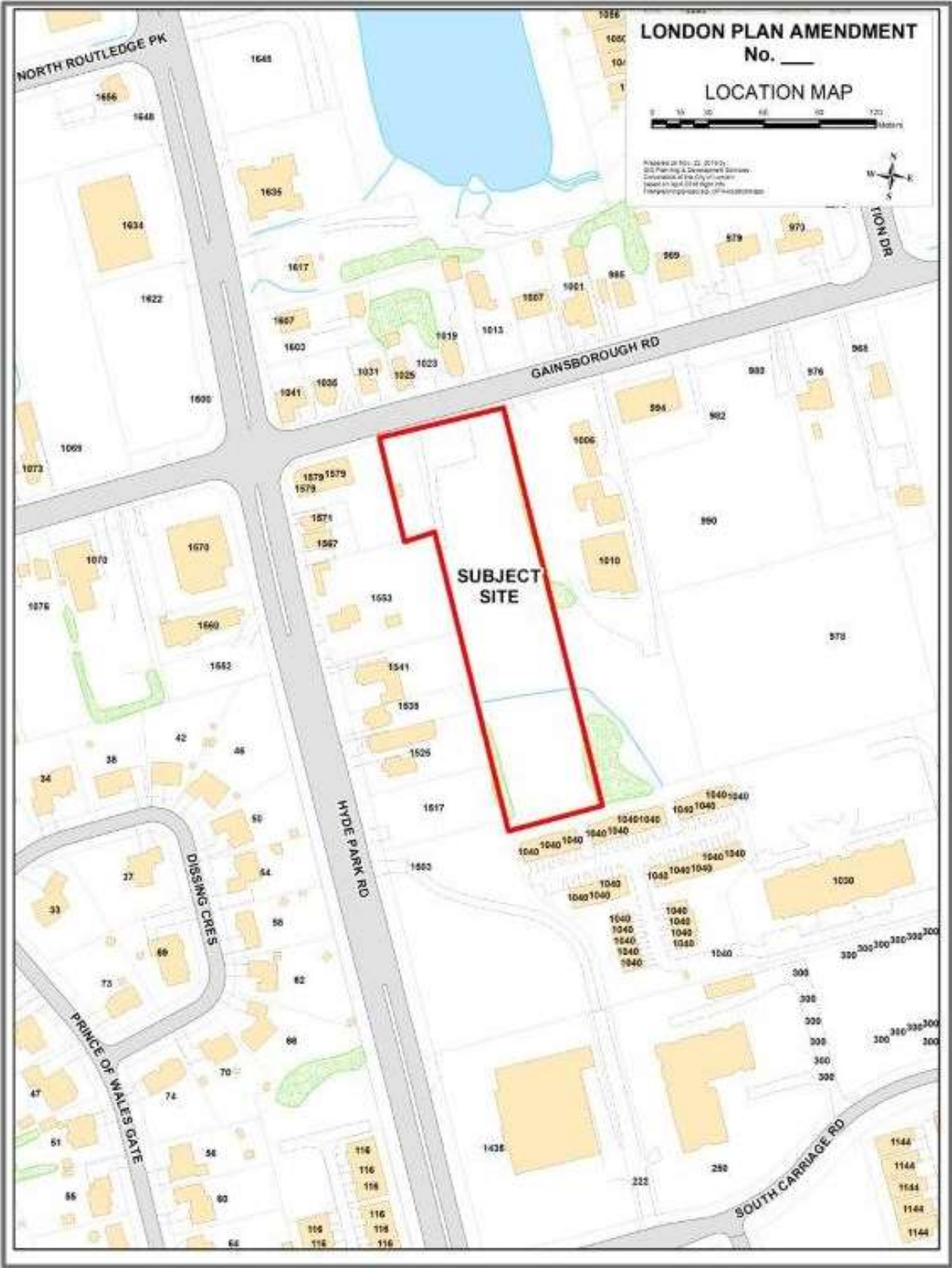
PREPARED BY: Planning Services



FILE NUMBER: Z-9079
PLANNER: LM
TECHNICIAN: DM
DATE: 10/7/2019

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Location Map



Bill No. 10
2020

By-law No. C.P.-_____ -__

A by-law to exempt from Part Lot Control lands located at 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as Parts of Blocks 1, 3, 4, and 13 in Registered Plan 33M-603.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Rembrandt Meadowlilly Inc., it is expedient to exempt lands located at 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as Parts of Blocks 1, 3, 4, and 13 in Registered Plan 33M-603, from Part Lot Control;

AND WHEREAS it is deemed expedient to amend the By-law;

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

1. 1013, 1133, 1170 and 1250 Meadowlark Ridge, legally described as Parts of Blocks 1, 3, 4, and 13 in Registered Plan 33M-603, more particularly described as Parts 1-35 in Plan 33R-20017 in the City of London and County of Middlesex, are hereby exempted from Part Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being pointed out that these lands are zoned to permit single detached dwellings in conformity with the Residential R1 Special Provision (R1-4(31)Zone of the City of London Zoning By-law No. Z-1, covering the subject area.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council December 10, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Bill No. 11
2020

By-law No. C.P.-_____ -__

A by-law to exempt from Part-Lot Control, a portion of lands located at 915 and 955 Upperpoint Avenue legally described as Parts of Blocks 134/135 in Registered Plan 33M-754.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Sifton Properties Ltd., it is expedient to exempt a portion of the lands located at 915 and 955 Upperpoint Avenue legally described as Parts of Blocks 134/135 in Registered Plan 33M-754, from Part-Lot Control;

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

1. Parts of Blocks 134/135 in Registered Plan 33M-754 designated as Parts 1 to 60, inclusive on the draft reference attached, located at 915 and 955 Upperpoint Avenue, is hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Bill No. 12
2020

By-law No. C.P.-_____ - ____

A by-law to exempt from Part-Lot Control, a portion of the lands located at 1031 and 1095 Upperpoint Avenue, legally described as Parts of Blocks 132/133 in Registered Plan 33M-754.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Sifton Properties Ltd., it is expedient to exempt portions of the lands located at 1031 and 1095 Upperpoint Avenue legally described as Parts of Blocks 132/133 in Registered Plan 33M-754, from Part-Lot Control;

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

1. Parts of Blocks 132/133 in Registered Plan 33M-754 designated as Parts 1 to 60, inclusive on the draft reference attached, located at 1031 and 1095 Upperpoint Avenue, is hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Bill No. 13
2020

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road West, west of Richmond Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Fanshawe Park Road West, west of Richmond Street, namely:

“Part of Lot 36 on Registrar’s Compiled Plan 1029 in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20478.”

2. This by-law comes into force and effect on the day it is passed.

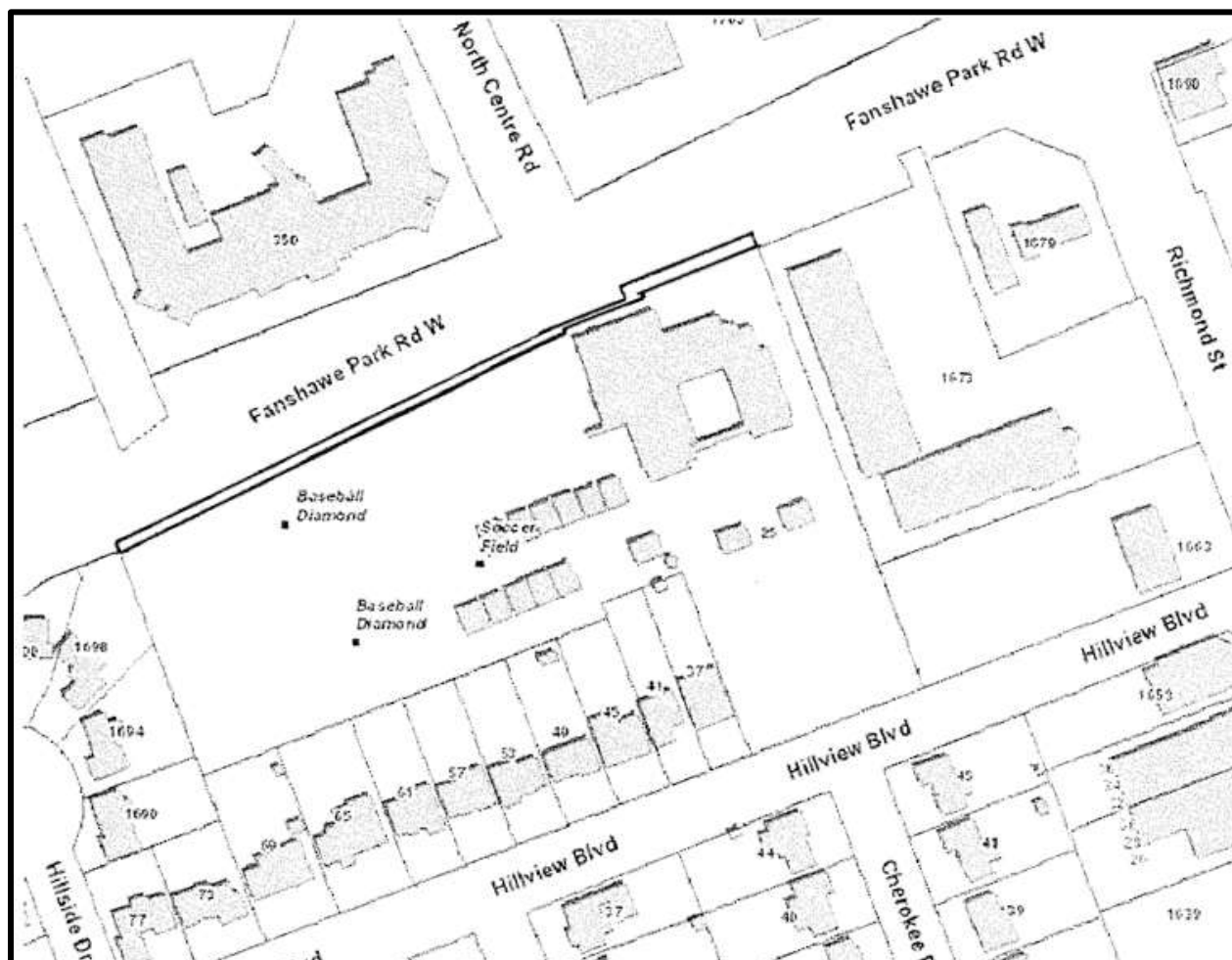
PASSED in Open Council on December 10, 2019.


Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - December 10, 2019
Second Reading - December 10, 2019
Third Reading - December 10, 2019

Location Map



 Subject Lands

Bill No. 14
2020

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Talbot Street north of John Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Talbot Street north of John Street, namely:

“Part of Mill Street closed by By-law S.-792-639, registered as Instrument No. LC112348, and part of Lots 1, 2, 3, 4, 5 and 6 West of Talbot Street, all on Registered Plan 183(W), in the City of London and County of Middlesex, designated as Parts 1 and 2 respectively on Reference Plan 33R-18806.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.


Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - December 10, 2019
Second Reading - December 10, 2019
Third Reading - December 10, 2019

Location Map



 Subject Lands

Bill No. 15
2020

By-law No. W.- _____ -__

A by-law to authorize Dundas Place – Thames Valley Parkway Active Transportation Connection (Project TS1748).

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “Dundas Place – TVP Active Transportation (PTIS) (Project No. TS1748)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$54,804.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Bill No. 16
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3425 Emilycarr Lane.

WHEREAS 2557727 Ontario Inc. has applied to remove the holding provisions from the zoning for the lands located at 3425 Emilycarr Lane, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 3425 Emilycarr Lane, as shown on the attached map, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-3(7)) and Holding Residential R1 Special Provision (h-94*R1-3(7)) Zone comes into effect.
2. This By-law shall come into force and effect on the day it is passed.

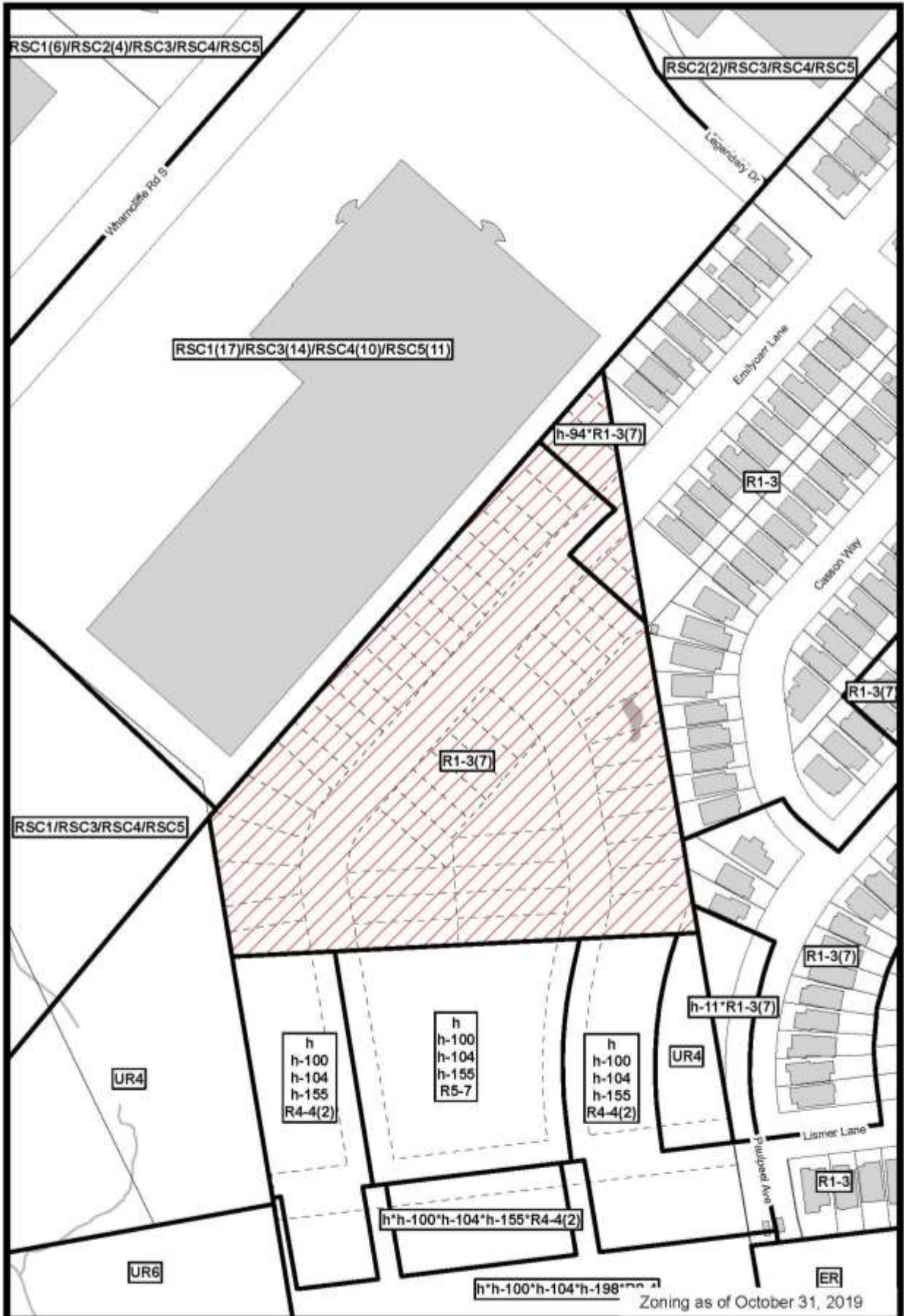
PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor




Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



Zoning as of October 31, 2019

<p>File Number: H-9139 Planner: MC Date Prepared: 2019/11/14 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters </p> <p></p>
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Bill No. 17
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove a holding provision from the zoning for lands located at 600 and 800 Sunningdale Road West.

WHEREAS Sunningdale Golf & Country Club Ltd. have applied to remove the holding provision from the zoning for the lands located at 600 and 800 Sunningdale Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 600 and 800 Sunningdale Road West, as shown on the attached map, to remove the holding provision so that the zoning of the lands as a Residential R1 (R1-9) Zone comes into effect.
2. This By-law shall come into force and effect on the date it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor


Catharine Saunders
City Clerk

First Reading – December 10, 2019.
Second Reading – December 10, 2019.
Third Reading – December 10, 2019.


Schedule "A"




File Number: H-9135
 Planner: AR
 Date Prepared: 2019/11/11
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120 Meters 



Bill No. 18
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove a holding provision from the zoning for lands located at 1567 and 1571 Hyde Park Road.

WHEREAS S.E.M. Construction have applied to remove the holding provision from the zoning for the lands located at 1567 and 1571 Hyde Park Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 1567 and 1571 Hyde Park Road, as shown on the attached map, to remove the h-17 holding provision so that the zoning of the lands as a Business District Commercial Zone comes into effect.
2. This By-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



Bill No. 19
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 448 Oxford Street East.

WHEREAS Dr. Riyad Khamis has applied to rezone an area of land located at 448 Oxford Street East as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 448 Oxford Street East, as shown on the attached map comprising part of Key Map No. A102, from a Residential R3/Office Conversion (R3-1/OC4) Zone to a Residential R3/Office Conversion Special Provision (R3-1/OC5(_)) Zone.
2. Section Number 17.3 of the Office Conversion (OC5) Zone is amended by adding the following Special Provision:

OC5(_)	448 Oxford Street East	
a)	Additional Permitted Uses	
	i)	Office, medical/dental, together with at least one dwelling unit
b)	Regulation[s]	
	i)	Parking (Minimum) 12 spaces for all uses on site
	ii)	Exterior Side Yard Depth (Minimum): 2.8 metres

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

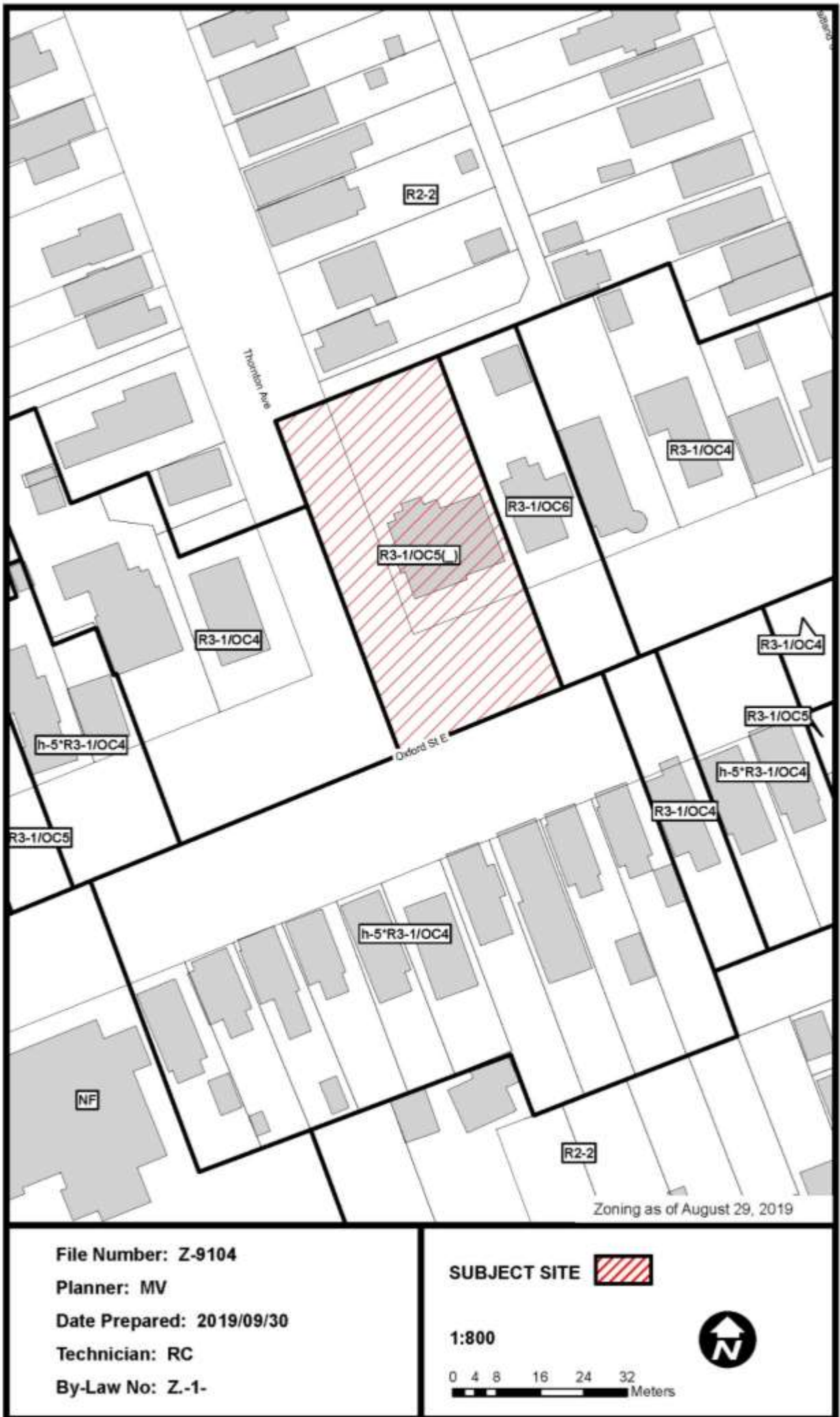
PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



Bill No. 20
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 21 Norlan Avenue.

WHEREAS the City of London has applied to rezone an area of land located at 21 Norlan Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 21 Norlan Avenue, as shown on the attached map comprising part of Key Map No. A108, from an Open Space (OS1) Zone to an Open Space Special Provision (OS1(*)) Zone.

2. Section 36.4 (Special Provisions) of the Open Space (OS1) Zone is amended by adding the following Special Provision:

- | | |
|--------|---------------------------|
| OS1(*) | 21 Norlan Avenue |
| a) | Additional Permitted Use: |
| i) | Farm Gate Sales |

3. The inclusion in this by-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

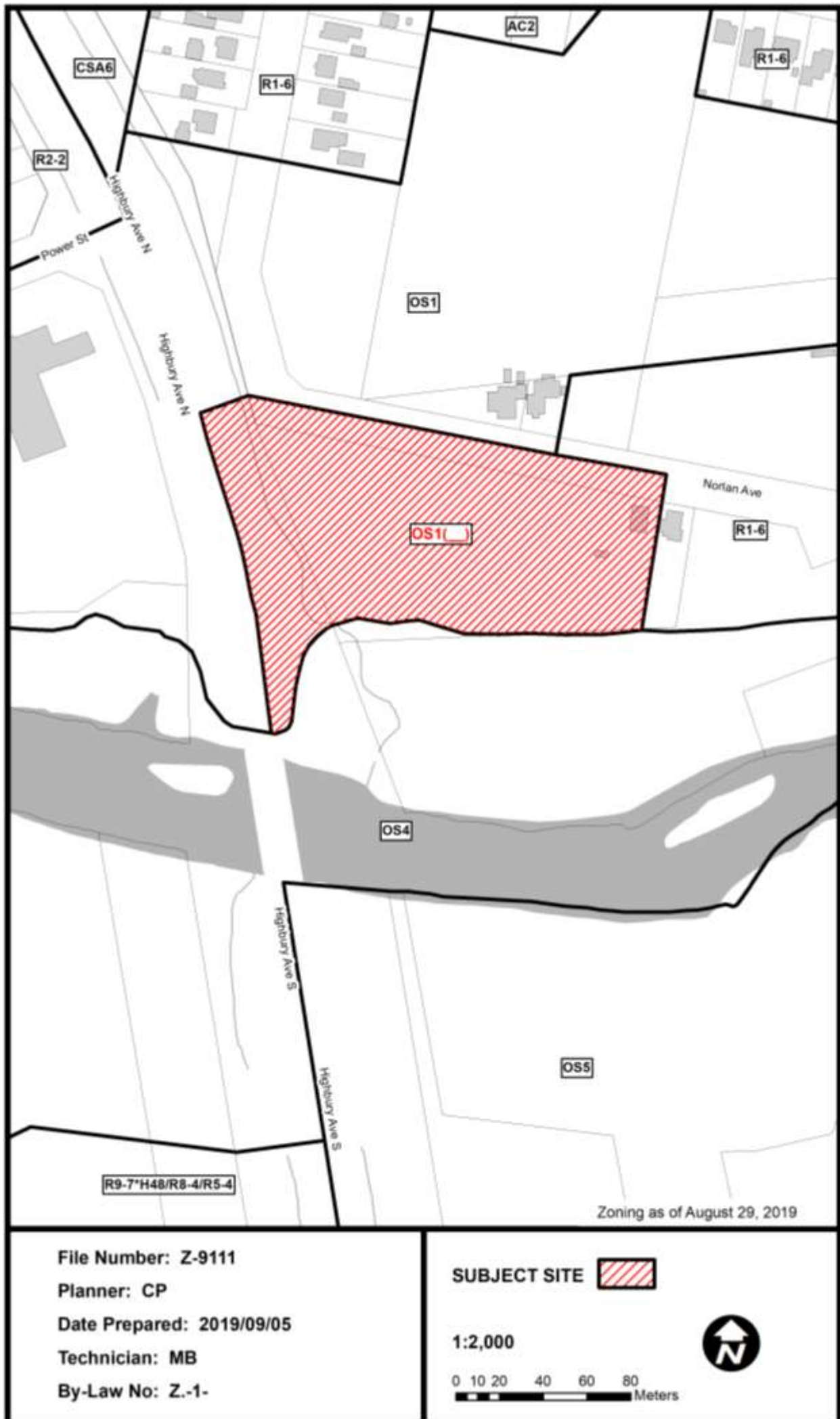
PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor


Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



File Number: Z-9111
Planner: CP
Date Prepared: 2019/09/05
Technician: MB
By-Law No: Z.-1-

SUBJECT SITE 
1:2,000
0 10 20 40 60 80 Meters



Bill No. 21
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at a portion of 943 Fanshawe Park Road West and 1800 Aldersbrook Gate.

WHEREAS Loco Holdings Ltd. has applied to rezone a portion of an area of land located at 943 Fanshawe Park Road West and 1800 Aldersbrook Gate, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to a portion of the lands located at 943 Fanshawe Park Road West and 1800 Aldersbrook Gate, as shown on the attached map comprising part of Key Map No. A101, from a Holding Residential R5 Special Provision/Residential R6 Special Provision/Residential R7 (h*h-71*h-95*h-100*h-108*R5-3(16)/R6-5(28)/R7*H15*D75) Zone, Holding Convenience Commercial (h*h-108*CC5) Zone, Convenience Commercial (CC5) Zone, and Urban Reserve (UR3) Zone to a Residential R5 Special Provision/Residential R6 Special Provision/Residential R7 (R5-3(*)/R6-5(*)/R7*H15*D75), Residential R5 Special Provision/Residential R6 Special Provision/Residential R7/Convenience Commercial (R5-3(*)/R6-5(*)/R7*H15*D75/CC5) Zone, and a Convenience Commercial (CC5) Zone;
2. Section Number 9.4 of the Residential R5 (R5-3) Zone is amended by adding the following Special Provision:

R5-3(*) Northerly Portion of 943 Fanshawe Park Road West and 1800 Aldersbrook Gate

a) Regulations:

- | | | |
|-----|--------------------------------|-----------------------|
| i) | Front Yard Depth
(Minimum): | 2.8 Metres (9.2 feet) |
| ii) | Density
(Maximum): | 40 Units Per Hectare |

3. Section Number 10.4e) of the Residential R6 (R6-5) Zone is amended by adding the following Special Provision:

R6-5(*) Northerly Portion of 943 Fanshawe Park Road West and 1800 Aldersbrook Gate

a) Regulations:

- | | | |
|-----|--------------------------------|-----------------------|
| i) | Front Yard Depth
(Minimum): | 2.8 Metres (9.2 feet) |
| ii) | Density
(Maximum): | 40 Units Per Hectare |

4. The inclusion in this by-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

5. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

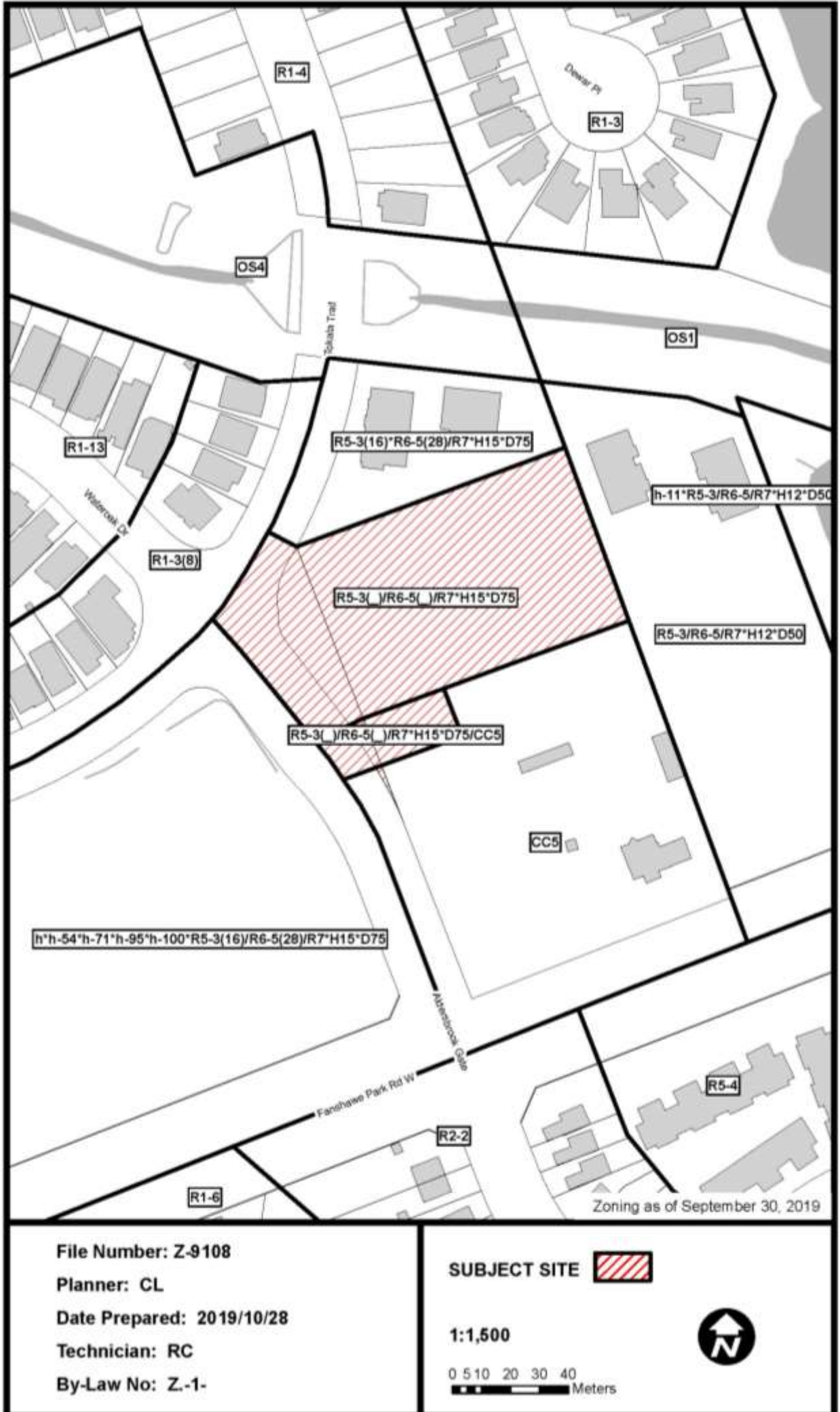
PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



File Number: Z-9108

Planner: CL

Date Prepared: 2019/10/28

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40
Meters



Bill No. 22
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1395 Riverbend Road, described as part of Block 1 Plan 33M-743.

WHEREAS EVE Park London GP Inc. has applied to rezone an area of land located at 1395 Riverbend Road, described as part of Block 1 Plan 33M-743, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1395 Riverbend Road, described as part of Block 1 Plan 33M-743, as shown on the attached map, FROM a Holding Residential R5/R6 Special Provision (h•h-206•R5-3(18)/R6-5(42)) Zone, a Holding Residential R5/R6 Special Provision/Community Facility Special Provision (h•h-206•R5-3(18)/R6-5(42)/CF1(19) Zone, and an Open Space OS1 Zone TO a Residential R6 Special Provision (R6-5(*)) Zone.

2. Section Number 10.4 of the Residential R6 Zone is amended by adding the following special provisions:

R6-5(*) 1395 Riverbend Road, described as part of Block 1 Plan 33M-743

a) Regulations:

- | | | |
|------|--|----------------------|
| i) | Front and Exterior Side Yard Depth (Minimum): | 3.0 metres |
| ii) | Interior Side and Rear Yard Depth (Minimum): | 3.0 metres |
| iii) | Height (Maximum): | 18.0 metres |
| iv) | Density (Maximum): | 45 units per hectare |
| v) | Parking (Minimum): | 1 space per unit |
| vi) | Parking may be provided by a mechanical stacked parking system; notwithstanding Section 4.19, parking provided by a mechanical stacked parking system shall be exempt from the size requirements of Section 4.19.2 - Dimensions of Parking Spaces, and no access aisles are required as per Sections 4.19.2.1 - Access Aisles and 4.19.6 (j) - Access Aisles for Parking Spaces for Persons with Disabilities. | |

3. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



Bill No. 23
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1018 and 1028 Gainsborough Road.

WHEREAS Copia Developments has applied to rezone an area of land located at 1018 and 1028 Gainsborough Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1018 and 1028 Gainsborough Road, as shown on the attached map, from a Holding Business District Commercial (h-17•BDC) Zone to a Business District Commercial Special Provision (BDC()) Zone; and from an Urban Reserve (UR3) Zone to a Residential R9 Special Provision Bonus (R9-7(*)•H44•B-*) Zone.

2. Section Number 4.3 of the General Provisions is amended by adding the following Site Specific Bonus Provision:

B-* 1018 and 1028 Gainsborough Road

The Bonus Zone shall be enabled through one or more agreements to facilitate development of a residential apartment building, with a maximum height of 12 storeys, 182 dwelling units and a maximum density of 392 units per hectare, which generally implements in principle the site concept and elevation plans attached as Schedule "1" to the amending by-law, with further refinements to occur to the orientation of the apartment building and parking area through the site plan approval process, in return for the following facilities, services and matters:

- A total of 18 affordable rental apartment units consisting of 16, one bedroom units and 2, two bedroom units to be provided and located within Building "B";
- A minimum of 3, one-bedroom and 1, two-bedroom accessible units are to be provided and located within Building "B";
- 4, one bedroom units and 2, two bedroom units shall not exceed 90% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by CMHC at the time of building occupancy; and duration of affordability shall be set at 10 years from the point of initial occupancy; and,
- 12, one bedroom units shall not exceed 75% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by CMHC at the time of building occupancy; and duration of affordability shall be set at 20 years from the point of initial occupancy.

3. Section Number 25.4 of the Business District Commercial BDC Zone is amended by adding the following special provisions:

BDC(*) 1018 and 1028 Gainsborough Road

a) Regulations:

- i) Density (Maximum): 97 units per hectare
- ii) Height (Maximum): 25 metres
- iii) Offices and medical/dental offices may be permitted on the first and second floors of apartment buildings.

4. Section Number 13.4 of the Residential R9 Zone is amended by adding the following special provisions:

R9-7(*) 1018 and 1028 Gainsborough Road

a) Regulations:

- i) East Interior Side Yard Depth (Minimum): 11.2 metres
- ii) West Interior Side Yard Depth (Minimum): 2.2 metres
- iii) Height (Maximum): Twelve (12) storeys
44 metres

5. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

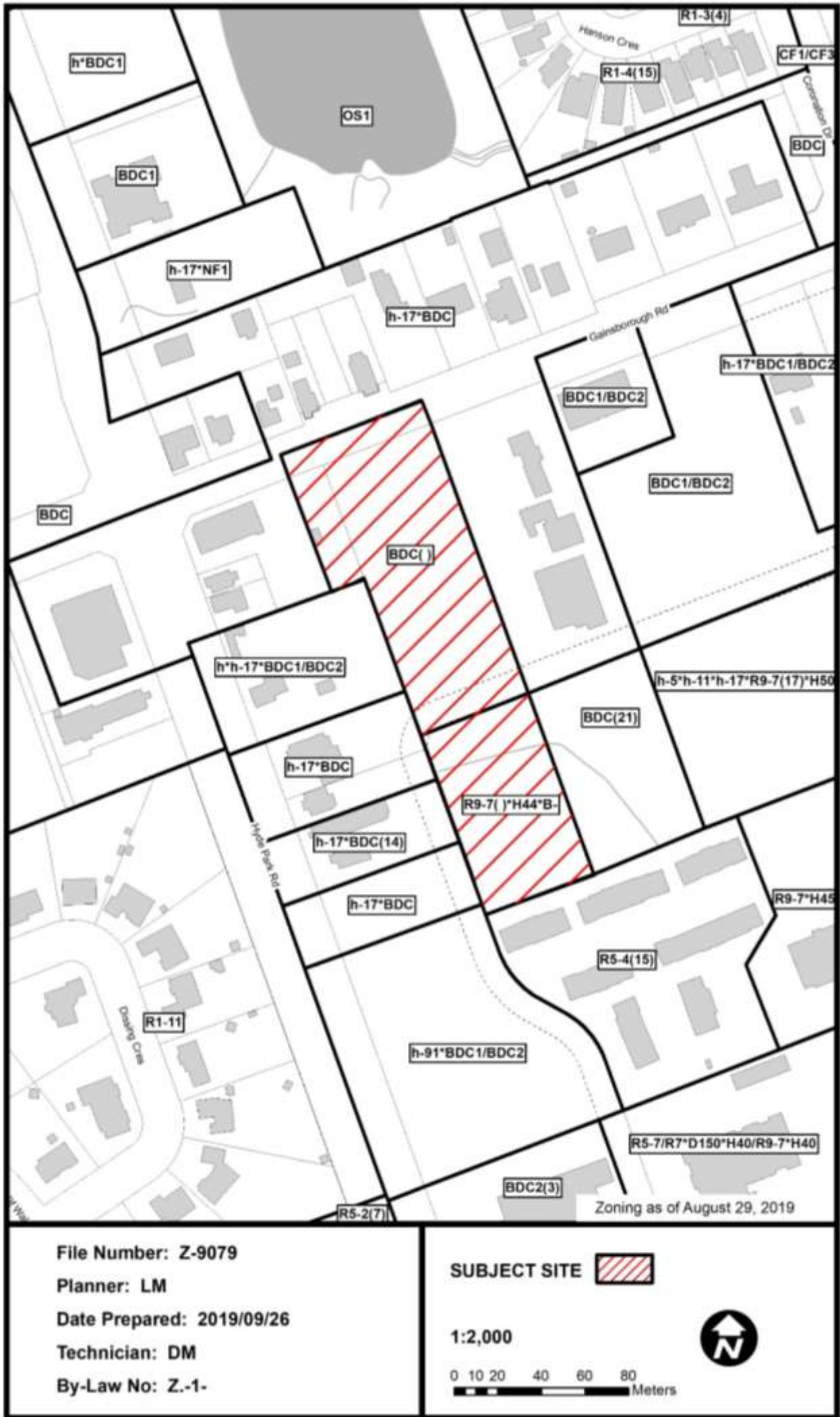
PASSED in Open Council on December 10, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 10, 2019
Second Reading – December 10, 2019
Third Reading – December 10, 2019

Schedule "A"



File Number: Z-9079
 Planner: LM
 Date Prepared: 2019/09/26
 Technician: DM
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000
 0 10 20 40 60 80 Meters



Schedule "1"

