

Agenda Including Addeds

Corporate Services Committee

6th Meeting of the Corporate Services Committee

March 9, 2020, 12:00 PM

Council Chambers

Members

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

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| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MARCH 9, 2020 |
| FROM: | ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |
| SUBJECT: | PUBLIC SECTOR SALARY DISCLOSURE ACT REPORT FOR CALENDAR YEAR 2019 |

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following Report **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Public Sector Salary Disclosure Act Report for Calendar Year 2018, March 19, 2019, meeting of Corporate Services Committee, Item #2.9

Public Sector Salary Disclosure Act Report for Calendar Year 2017, March 20, 2018, meeting of Corporate Services Committee, Item #2.7

BACKGROUND

The *Public Sector Salary Disclosure Act, 1996* (PSSDA) was enacted to assure the public disclosure of salary and benefits paid in respect to employment in the public sector. The PSSDA requires organizations in receipt of substantial Provincial funding to disclose the amount of salary and benefits paid to employees to whom the employer paid at least \$100,000 as salary. This reporting amount has remained at this level since instituted in 1996.

The filing with the Province discloses amounts paid to employees as salary and as taxable benefits who earned more than \$100,000 in 2019. An employee’s “salary” includes such amounts as salary paid in the calendar year and, if applicable, amounts paid for acting pay, overtime, retroactive payments, settlements or vacation. An employee’s “taxable benefits” includes amounts for items such as life insurance, parking, and vehicle allowances. The salary disclosure filing with the Province for Agencies, Boards & Commissions was submitted to the Ontario Ministry of Finance on March 6, 2020.

This summary Report, related to the filing with the Province, refers only to City Service Areas, and the RBC Place London (previously known as London Convention Centre). As it relates to these groups the filing with the Province includes:

- 300 employees who are members of the London Professional Fire Fighters Association;
- 183 Management employees;
- 6 employees who are members of London Civic Employees Local Union No. 107
- 4 employees who are members of Service Employees International Union Local 1 Canada; and,
- 5 employees from RBC Place (previously known as London Convention Centre).

The salaries listed in the filing with the Province reflect 2019 salaries for all employee groups. The Agencies, Boards & Commissions not reflected above, report out through their respective governance structure.

| | |
|---|---|
| PREPARED BY: | PREPARED BY : |
| | |
| JULIE KOVACS, CPA, CGA MANAGER, EMPLOYEE SYSTEMS | IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES |
| RECOMMENDED BY: | |
| | |
| ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER | |

| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MARCH 9, 2020 |
| FROM: | ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |
| SUBJECT: | PUBLIC SECTOR SALARY DISCLOSURE ACT REPORT FOR CALENDAR YEAR 2019 UPDATED |

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following Report **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Public Sector Salary Disclosure Act Report for Calendar Year 2018, March 19, 2019, meeting of Corporate Services Committee, Item #2.9

Public Sector Salary Disclosure Act Report for Calendar Year 2017, March 20, 2018, meeting of Corporate Services Committee, Item #2.7

BACKGROUND

The *Public Sector Salary Disclosure Act, 1996* (PSSDA) was enacted to assure the public disclosure of salary and benefits paid in respect to employment in the public sector. The PSSDA requires organizations in receipt of substantial Provincial funding to disclose the amount of salary and benefits paid to employees to whom the employer paid at least \$100,000 as salary. This reporting amount has remained at this level since instituted in 1996.

The filing with the Province discloses amounts paid to employees as salary and as taxable benefits who earned more than \$100,000 in 2019. An employee's "salary" includes such amounts as salary paid in the calendar year and, if applicable, amounts paid for acting pay, overtime, retroactive payments, settlements or vacation. An employee's "taxable benefits" includes amounts for items such as life insurance, parking, and vehicle allowances. The salary disclosure filing with the Province for Agencies, Boards & Commissions was submitted to the Ontario Ministry of Finance on March 6, 2020. Note, as staff were filing with the Ministry, through reconciliation processes, it was identified that numbers identified earlier were understated.

This summary Report, related to the filing with the Province, refers only to City Service Areas, and the RBC Place London (previously known as London Convention Centre). As it relates to these groups the filing with the Province includes:

- 323 employees who are members of the London Professional Fire Fighters Association;
- 204 Management employees;
- 6 employees who are members of London Civic Employees Local Union No. 107
- 5 employees who are members of Service Employees International Union Local 1 Canada; and,
- 5 employees from RBC Place (previously known as London Convention Centre).

The salaries listed in the filing with the Province reflect 2019 salaries for all employee groups. The Agencies, Boards & Commissions not reflected above, report out through their respective governance structure.

| | |
|---|---|
| PREPARED BY: | PREPARED BY : |
| | |
| JULIE KOVACS, CPA, CGA MANAGER, EMPLOYEE SYSTEMS | IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES |
| RECOMMENDED BY: | |
| | |
| ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER | |

| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MARCH 9, 2020 |
| FROM: | ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |
| SUBJECT: | 2019 STATEMENT OF REMUNERATION AND EXPENSES ELECTED AND APPOINTED OFFICIALS |

| |
|-----------------------|
| RECOMMENDATION |
|-----------------------|

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions **BE TAKEN**:

- a) **THAT**, in accordance with Section 284 of the *Municipal Act, 2001*, the Statements of Remuneration and Expenses for Elected and Appointed Officials, attached as Appendix “A” and Appendix “B”, **BE RECEIVED** for information,
- b) **THAT**, in accordance with City Council resolution of March 2012, the annual report on the Mayor’s Office’s expenditures **BE RECEIVED** for information, and
- c) **THAT**, in accordance with City Council Travel and Business Expenses Policy, the Statement of Travel Expenses for Senior Administration Officials, attached as Appendix “C” and “D”, **BE RECEIVED** for information.

| |
|--|
| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
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Final Report of the Council Compensation Review Task Force, August 21, 2017 meeting of Strategic Priorities and Policy Committee, Scheduled Item # 3

Council Policy – Issuance of Technology Equipment to Council Members, July 17, 2018 meeting of Corporate Services Committee, Consent Item # 2.2

Elected Officials Remuneration – One Third Non Taxable Allowance, October 9, 2018 meeting of Corporate Services Committee, Consent Item # 2.4

2018 Statement of Remuneration and Expenses Elected and Appointed Officials, March 19, 2019, meeting of Corporate Services Committee, Consent Item #2.8

Elected Officials and Appointed Citizen Members 2019 Remuneration, April 16, 2019, meeting of Corporate Services Committee, Consent Item #2.4

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|-------------------|
| BACKGROUND |
|-------------------|

Section 284 of the *Municipal Act, 2001* requires the Treasurer of every municipality, on or before the 31st of March in each year, to submit to the City Council for the preceding year, an itemized statement of remuneration and expenses paid to each member of Council and Council-appointed members of Committees and Sub-committees and local bodies.

Section 284(1) reads as:

The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;*
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and*
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).*

The attached Appendices have been prepared for the year ending December 31, 2019, in conjunction with this requirement of the *Municipal Act, 2001*, as follows:

- Appendix “A” - Statement of Remuneration and Expenses paid to or on behalf of Elected Officials; and
- Appendix “B” - Statement of Remuneration and Expenses paid to or on behalf of Appointed Officials

Council Compensation and Elimination of the One-Third Tax Exemption

On October 28, 2015, Council resolved that, in all future reports and/or publication information related to Council compensation, the equivalent adjusted compensation required to maintain the same net income without the one-third tax exemption, be included in the report.

Since 2015, a table has been included in this report to present the annual remuneration with the one-third tax exempt provision as well as the estimated taxable equivalent.

On October 16, 2018, Municipal Council resolved to eliminate the “one-third tax free” allowance for Elected Officials. Based on subsection 283(6) of the *Municipal Act, 2001*, an elected member of council would become fully taxable January 1, 2019, as the one-third tax exemption would be eliminated.

The 2019 annual remuneration for Elected Officials is listed in the table below, noting the table for 2019 and future reports will no longer include a reference to the remuneration with the one-third tax exempt provision and will only state the taxable remuneration, as follows:

| | 2019 Remuneration ^{1, 2, 3} |
|------------|---|
| Mayor | \$ 141,200 |
| Councillor | \$ 52,358 |

¹ 2019 Remuneration based on staff report recommendation of April 16, 2019.

² Excludes vehicle & technology allowance.

³ 2019 remuneration based on accrual accounting, whereas stipends identified on Appendix “A” reflect T4 reporting, cash basis.

In Appendix “A”, attached, the Elected Officials’ individual 2019 actual remuneration (stipends), benefits and expenses are listed. Council expenses and remuneration were paid in accordance with Council Policy as set out through the following By-Laws:

- By-law No. CPOL.-372-453: Discussion of Remuneration for Elected Officials and Individuals Appointed by City Council to Serve on its Committees or a Local Agency, Board or Commission Policy
- By-law No. CPOL.-228(a)-427: Council Members’ Expense Account Policy
- By-law No. CPOL.-229(a)-428: Mayor’s Expenses Policy
- By-law No. CPOL.-227(a)-451: Travel & Business Expenses
- By-law No. CPOL.-68(a)-370: Issuance of Technology Equipment to Council Members Policy

Beginning in 2019, stipends and taxable employer-paid benefits are fully taxable. The expenses reported under the Expenses column are not subject to income tax.

Mayor’s Office

On March 20 and 21, 2012, Council resolved that the Mayor be requested to provide annual reports detailing the Mayor’s Office’s expenditures. The 2019 expenses and a brief description provided by the Mayor’s Office are below. The travel expenses are included in Appendix “A”, attached.

| | Total |
|---|--------------------|
| Hosting/Entertainment | |
| Used for hosting dignitaries and guests, and special events requiring ticket purchase. | \$ 3,066.65 |
| Gifts & Souvenirs | |
| Purchases include City of London pins and promotional material for citizen requests, visitors and dignitaries. | \$ 550.43 |
| Purchased Services | |
| Includes expenses for services such as translators, braille services and services related to the State of the City Address. | \$ 7,676.94 |
| London Jobs Now Initiative | |
| Includes expenses relating to local job initiatives. | \$ 2,347.47 |
| Total | \$13,641.49 |

The details for the above Mayor’s Office expenses can be accessed via the [Mayor’s Office](#) page located on London.ca.

Statements of Travel Expenses for Senior Administration

The Council Travel and Business Expenses Policy requires the City Treasurer to submit a list of expenses incurred during the previous calendar year for the Senior Administration of certain local Boards and Commissions as well as Senior Administration of the City of London.

The attached Appendices have been prepared for the year ending December 31, 2019, in accordance with the Travel & Business Expenses Policy as follows:

- Appendix "C" - Statement of Out-of-Town Travel and Expenses as submitted and reviewed by Senior Administrative Officials of:
 - London Police Services Board
 - London Public Library
 - London Transit Commission
 - RBC Place London (formerly known as London Convention Centre)

- Appendix "D" - Statement of Out-of-Town Travel and Expenses as submitted and reviewed by Senior Administrative Officials of the City of London.

Acknowledgements

This report was prepared with the assistance of Employee Systems and Financial Services staff.

| | |
|---|---|
| PREPARED BY: | PREPARED BY: |
| | |
| SHARON SWANCE, CPA, CGA MANAGER II, ACCOUNTING | JULIE KOVACS, CPA, CGA MANAGER III, EMPLOYEE SYSTEMS |
| CONCURRED BY: | RECOMMENDED BY: |
| | |
| IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES | ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |

Attachments

2019

**STATEMENT OF REMUNERATION AND EXPENSES
FOR ELECTED OFFICIALS**

| Appointment(s) | Stipends | Benefits | Expenses | Total \$ |
|--|-------------------|------------------|------------------------|-------------------|
| Mayor Edwin Holder | 139,850.20 | 34,413.43 | 12,841.44 ¹ | 187,105.07 |
| Vehicle allowance ² | | 8,400.00 | | 8,400.00 |
| | <u>139,850.20</u> | <u>42,813.43</u> | <u>12,841.44</u> | <u>195,505.07</u> |
| Councillor Ward 1 Michael van Holst | 45,510.51 | 13,258.77 | 3,340.22 | 62,109.50 |
| Vehicle allowance/reimbursement ² | | 1,550.00 | | 1,550.00 |
| Home office internet | | | 101.76 | 101.76 |
| | <u>45,510.51</u> | <u>14,808.77</u> | <u>3,441.98</u> | <u>63,761.26</u> |
| Councillor Ward 2 Shawn Lewis | 52,130.51 | 12,031.34 | 9,858.82 | 74,020.67 |
| Vehicle allowance/reimbursement ² | | 1,440.00 | | 1,440.00 |
| | <u>52,130.51</u> | <u>13,471.34</u> | <u>9,858.82</u> | <u>75,460.67</u> |
| Councillor Ward 3 Mohamed Salih | 52,130.51 | 14,577.72 | 10,037.99 | 76,746.22 |
| London Police Service Board | | | 1,299.02 | 1,299.02 |
| Vehicle allowance/reimbursement ² | | 1,800.00 | | 1,800.00 |
| Home office internet | | | 438.89 | 438.89 |
| | <u>52,130.51</u> | <u>16,377.72</u> | <u>11,775.90</u> | <u>80,284.13</u> |
| Councillor Ward 4 Jesse Helmer | 52,130.51 | 14,657.91 | 949.63 | 67,738.05 |
| Councillor Ward 5 Maureen Cassidy | 52,130.51 | 14,661.69 | 6,705.15 | 73,497.35 |
| Vehicle allowance/reimbursement ² | | 900.00 | | 900.00 |
| Middlesex-London Health Unit, Chair | 113.61 | | 530.16 | 643.77 |
| Home office internet | | | 610.60 | 610.60 |
| | <u>52,244.12</u> | <u>15,561.69</u> | <u>7,845.91</u> | <u>75,651.72</u> |
| Councillor Ward 6 Phil Squire | 52,130.51 | 14,197.23 | 3,265.64 | 69,593.38 |
| Councillor Ward 7 Josh Morgan | 52,130.51 | 14,767.96 | 3,878.48 | 70,776.95 |
| Federation of Canadian Municipalities Board Meetings | | | 8,196.02 | 8,196.02 |
| Vehicle allowance/reimbursement ² | | 1,080.00 | | 1,080.00 |
| | <u>52,130.51</u> | <u>15,847.96</u> | <u>12,074.50</u> | <u>80,052.97</u> |
| Councillor Ward 8 Steve Lehman | 52,130.51 | 14,556.00 | 6,610.14 | 73,296.65 |
| Councillor Ward 9 Anna Hopkins | 52,130.51 | 11,803.90 | 4,644.18 | 68,578.59 |
| Association of Municipalities Ontario - Meetings | | | 4,828.84 | 4,828.84 |
| Vehicle allowance/reimbursement ² | | 900.00 | | 900.00 |
| Home office internet | | | 708.88 | 708.88 |
| | <u>52,130.51</u> | <u>12,703.90</u> | <u>10,181.90</u> | <u>75,016.31</u> |
| Councillor Ward 10 Paul Van Meerbergen | 52,130.51 | 14,376.64 | 1,713.68 | 68,220.83 |
| Councillor Ward 11 Stephen Turner | 52,130.51 | 14,531.30 | 6,771.09 | 73,432.90 |
| Councillor Ward 12 Elizabeth Peloza | 52,130.51 | 14,960.93 | 8,765.17 | 75,856.61 |
| Vehicle allowance/reimbursement ² | | 1,800.00 | | 1,800.00 |
| | <u>52,130.51</u> | <u>16,760.93</u> | <u>8,765.17</u> | <u>77,656.61</u> |
| Councillor Ward 13 Arielle Kayabaga | 52,130.51 | 14,792.55 | 9,011.88 | 75,934.94 |
| Vehicle allowance/reimbursement ² | | 1,080.00 | | 1,080.00 |
| | <u>52,130.51</u> | <u>15,872.55</u> | <u>9,011.88</u> | <u>77,014.94</u> |
| Councillor Ward 14 Steve Hillier | 52,130.51 | 14,728.87 | 3,813.46 | 70,672.84 |
| Vehicle allowance/reimbursement ² | | 1,800.00 | | 1,800.00 |
| | <u>52,130.51</u> | <u>16,528.87</u> | <u>3,813.46</u> | <u>72,472.84</u> |

Notes:¹ Mayor's expenses

The Mayor's expenses may include Councillor and staff travel expenses who attended events as guests of or on behalf of the Mayor. Details can be found on the Mayor's 2019 Expense Report. A link is provided below:

<http://www.london.ca/city-hall/city-council/Documents/2019-Councillors-Expenses.pdf>

² Vehicle allowance/reimbursement

Councillors can elect to receive a monthly transportation allowance or a per kilometer rate reimbursement for parking and kilometer usage per By-law No. CPOL.-228(a)-427: Council Members' Expense Account Policy. Allowances are a taxable benefit and reported on Councillors' T4's and are reported under the Benefit column on this appendix. Reimbursements are not a taxable benefit and are reported under the Expense column on this appendix.

2019

**STATEMENT OF REMUNERATION AND EXPENSES
FOR APPOINTED OFFICIALS**

| Appointment(s) | Stipends | Benefits | Expenses | Total \$ |
|--|-----------------------|-----------------|-----------------|---|
| Committee of Adjustment - J. Fyfe-Millar Chair | 7,277.04 1,023.04 | 406.64 | | 7,683.68 1,023.04 <u>8,706.72</u> |
| Committee of Adjustment - D. Schmidt | 7,277.04 | 334.57 | | <u>7,611.61</u> |
| Committee of Adjustment - D. Brown | 7,869.79 | 376.36 | | <u>8,246.15</u> |
| Committee of Adjustment - C. Miller | 7,869.79 | 153.50 | | <u>8,023.29</u> |
| Committee of Adjustment - S. Polhill | 7,869.79 | 376.36 | | <u>8,246.15</u> |
| Community Diversity and Inclusion Strategy - G.A. Gutierrez Sanin | 800.00 | 26.64 | | <u>826.64</u> |
| Community Diversity and Inclusion Strategy - B. Hill | 800.00 | 26.64 | | <u>826.64</u> |
| Community Diversity and Inclusion Strategy - R. Morris | 800.00 | 26.64 | | <u>826.64</u> |
| Community Diversity and Inclusion Strategy - S. Sharma | 800.00 | 26.64 | | <u>826.64</u> |
| Court of Revision - T. Khan | 152.00 | 2.96 | | <u>154.96</u> |
| Court of Revision - K. May | 164.00 | 3.20 | 32.50 | <u>199.70</u> |
| Court of Revision - A. Stratton | 76.00 | 1.48 | | <u>77.48</u> |
| Election Audit Committee - C. Scrimgeour | 500.00 | 20.37 | | <u>520.37</u> |
| Election Audit Committee - A. Wright | 500.00 | 9.75 | | <u>509.75</u> |
| Greater London International Airport Authority - B. Graham | 17,650.00 | | | <u>17,650.00</u> |
| Greater London International Airport Authority - M. O'Leary-Pickard | 21,150.00 | | | <u>21,150.00</u> |
| Greater London International Airport Authority - G. Kotsiomitris | 20,650.00 | | | <u>20,650.00</u> |
| Housing Development Corporation, London - D. Brouwer | | | 222.48 | <u>222.48</u> |
| Housing Development Corporation, London - D. Ross | | | 31.82 | <u>31.82</u> |
| Housing Development Corporation, London - V. Iron | | | 31.82 | <u>31.82</u> |
| Housing Development Corporation, London - L. Stevens | | | 31.82 | <u>31.82</u> |
| Housing Development Corporation, London - L. Hazel | | | 31.82 | <u>31.82</u> |
| Kettle Creek Conservation Authority - B. Mackie | 774.81 | | 172.02 | <u>946.83</u> |
| London Hydro Inc. - M. Mathur Chair | 15,768.02 1,760.00 | | | 15,768.02 1,760.00 <u>17,528.02</u> |
| London Hydro Inc. - G. Holburn | 17,136.00 | | | <u>17,136.00</u> |
| London Hydro Inc. - A. Hrymak | 6,312.00 | | | <u>6,312.00</u> |
| London Hydro Inc. - C. Graham | 19,536.00 | | | <u>19,536.00</u> |
| London Hydro Inc. - M. Sinclair | 21,936.00 | | | <u>21,936.00</u> |
| London Hydro Inc. - G. Valente Chair | 15,456.10 8,800.00 | | | 15,456.10 8,800.00 <u>24,256.10</u> |
| London Hydro Inc. - J. Smit | 21,936.00 | | | <u>21,936.00</u> |
| London & Middlesex Community Housing Inc. - J. Morgan | | | 37.25 | <u>37.25</u> |
| London & Middlesex Community Housing Inc. - L. Ducharme | | | 15.00 | <u>15.00</u> |
| London Police Services Board - S. Toth | 7,899.30 | | | <u>7,899.30</u> |
| London Public Library - M. Boyce | | | 270.00 | <u>270.00</u> |

2019

**STATEMENT OF REMUNERATION AND EXPENSES
FOR APPOINTED OFFICIALS**

| Appointment(s) | Stipends | Benefits | Expenses | Total \$ |
|--|--------------------|-----------------|-----------------|---------------------------------------|
| London Transit Commission - S. Rooth Chair | 5,387.81 771.66 | 255.72 | 2,848.53 | 8,492.06 771.66 <u>9,263.72</u> |
| London Transit Commission - T. Park | 5,387.87 | 201.36 | | <u>5,589.23</u> |
| London Transit Commission - T. Khan | 5,387.87 | 209.11 | | <u>5,596.98</u> |
| Lower Thames Valley Conservation Authority - K. Ainslie | 325.00 | | 558.36 | <u>883.36</u> |
| Middlesex-London Health Unit - M. Reid | 4,090.23 | | 2,655.41 | <u>6,745.64</u> |
| Plumbers & Drain Layers - M. Salliss | 100.00 | | | <u>100.00</u> |
| Plumbers & Drain Layers - S. Atchison | 100.00 | | | <u>100.00</u> |
| Plumbers & Drain Layers - D. Brouwer | 100.00 | | | <u>100.00</u> |
| Upper Thames River Conservation Authority - S. Levin Chair | 595.00 3,350.00 | | 199.00 | 794.00 3,350.00 <u>4,144.00</u> |
| Upper Thames River Conservation Authority - M. Blackie | 269.00 | | 351.70 | <u>620.70</u> |
| Upper Thames River Conservation Authority - M. Blosch | 595.00 | | 100.00 | <u>695.00</u> |
| Upper Thames River Conservation Authority - J. Reffle | 595.00 | | 134.50 | <u>729.50</u> |
| Advisory Committee on the Environment - D. Szoller | | | 300.00 | <u>300.00</u> |
| Advisory Committee on the Environment - R. Sirois | | | 250.00 | <u>250.00</u> |
| Cycling Advisory Committee - R. Henderson | | | 300.00 | <u>300.00</u> |
| Environmental and Ecological Planning Advisory Committee - R. Trudeau | | | 150.00 | <u>150.00</u> |
| London Advisory Committee on Heritage - M. Whalley | | | 200.00 | <u>200.00</u> |

2019

**STATEMENT OF OUT-OF-TOWN TRAVEL AND EXPENSES FOR
SENIOR ADMINISTRATIVE OFFICIALS
BOARDS AND COMMISSIONS**

LONDON TRANSIT COMMISSION

| | Position | Total \$ |
|-------------|-----------------|-----------------|
| K. Paleczny | General Manager | 5,990.04 |

LONDON POLICE SERVICES BOARD

| | Position | Total \$ |
|-------------|------------------------|-----------------|
| J. Pare | Former Chief of Police | 541.50 |
| S. Williams | Chief of Police | 6,780.42 |

LONDON CONVENTION CENTRE CORPORATION OPERATING AS RBC PLACE LONDON

| | Position | Total \$ |
|-------------|-----------------|-----------------|
| L. Da Silva | General Manager | 1,747.25 |

LONDON PUBLIC LIBRARY

| | Position | Total \$ |
|--------------------|-----------------|-----------------|
| M. Ciccone | CEO | 462.00 |
| S. Hubbard Krimmer | Former CEO | - |

2019

**STATEMENT OF OUT-OF-TOWN TRAVEL AND EXPENSES FOR
SENIOR ADMINISTRATIVE OFFICIALS
CITY OF LONDON**

| | Position | Total \$ |
|----------------|--|-----------------|
| M. Hayward | City Manager | \$3,154.68 |
| L. Livingstone | Deputy City Manager | \$435.86 |
| B. Coxhead | Acting Director of Human Resources | \$1,224.27 |
| B. Card | Managing Director Corporate Services & City Solicitor | \$0.00 |
| A. Barbon | Managing Director Corporate Services & City Treasurer, Chief Financial Officer | \$1,742.26 |
| G. Kotsifas | Managing Director Development & Compliance Services, Chief Building Official | \$5,344.29 |
| K. Scherr | Managing Director Environmental & Engineering Services, City Engineer | \$700.49 |
| S. Datars-Bere | Managing Director Housing, Social Services & Dearness Home | 7,296.25 |
| C. Smith | Managing Director Neighbourhood, Children & Fire Services | \$0.00 |
| S. Stafford | Managing Director Parks & Recreation | \$2,776.52 |
| J. Fleming | Managing Director Planning & City Planner | \$4,946.63 |
| L. Hamer | Fire Chief | \$6,713.74 |
| A. Hunt | Deputy Fire Chief | \$3,044.39 |
| R. Hayes | Deputy Fire Chief, Operations | \$1,160.48 |
| M. Hepditch | Deputy Fire Chief, Prevention and Public Education | \$0.00 |

Note: Based on position title as of December 31, 2019, consistent with Public Sector Salary Disclosure reporting.

2019

**STATEMENT OF OUT-OF-TOWN TRAVEL AND EXPENSES FOR
SENIOR ADMINISTRATIVE OFFICIALS
CITY OF LONDON**

| | Position | Total \$ |
|----------------|--|-----------------|
| M. Hayward | City Manager | \$3,154.68 |
| L. Livingstone | Deputy City Manager | \$2,055.15 |
| B. Coxhead | Acting Director of Human Resources | \$1,224.27 |
| B. Card | Managing Director Corporate Services & City Solicitor | \$0.00 |
| A. Barbon | Managing Director Corporate Services & City Treasurer, Chief Financial Officer | \$1,742.26 |
| G. Kotsifas | Managing Director Development & Compliance Services, Chief Building Official | \$5,220.42 |
| K. Scherr | Managing Director Environmental & Engineering Services, City Engineer | \$700.49 |
| S. Datars-Bere | Managing Director Housing, Social Services & Dearness Home | 7,296.25 |
| C. Smith | Managing Director Neighbourhood, Children & Fire Services | \$0.00 |
| S. Stafford | Managing Director Parks & Recreation | \$2,776.52 |
| J. Fleming | Managing Director Planning & City Planner | \$4,946.63 |
| L. Hamer | Fire Chief | \$6,713.74 |
| A. Hunt | Deputy Fire Chief | \$3,044.39 |
| R. Hayes | Deputy Fire Chief, Operations | \$1,160.48 |

Note: Based on position title as of December 31, 2019, consistent with Public Sector Salary Disclosure reporting.

| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING OF MARCH 9, 2020 |
| FROM: | ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES & CITY TREASURER, CHIEF FINANCIAL OFFICER |
| SUBJECT: | DEVELOPMENT CHARGES HOUSEKEEPING MATTERS RELATED TO BILL 108 |

RECOMMENDATION

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

- a) the attached proposed by-law (Appendix "A") being "A by-law to adopt a new Council Policy entitled "Development Charge Interest Rate Policy", BE INTRODUCED at the Municipal Council meeting to be held on March 24, 2020 to establish a framework for determining the interest rate that can be applied to Development Charges for certain development types; and,
- b) the attached proposed by-law (Appendix "B") being "A by-law to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the *Development Charges Act, 1997 S.O. 1997, c. 27, as amended*; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate", BE INTRODUCED at the Municipal Council meeting to be held on March 24, 2020.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Planning & Environment Committee, July 22, 2019, Agenda Item 2.16, Information Report - Proposed Regulations for Bill 108-More Homes, More Choices Act, 2019

Planning & Environment Committee, May 27, 2019, Agenda Item 2.3, Bill 108 - More Homes, More Choice Act, 2019

LINK TO STRATEGIC PLAN FOR THE CITY OF LONDON

The following report supports the 2019 - 2023 Strategic Plan through the strategic area of focus of Building a Sustainable City by helping to ensure that London's growth and development is well planned and sustainable over the long-term.

BACKGROUND

The Minister of Municipal Affairs and Housing introduced *Bill 108, More Homes, More Choice Act, 2019* on May 2, 2019. The Bill proposes a number of amendments to 13 different statutes, including the *Development Charges Act (DCA)*, as part of the Provincial Government's Housing Supply Action Plan. The Bill received Royal Assent on June 6, 2019 and certain portions of the Bill have been proclaimed and are in force and effect.

The changes to the DCA resulting from Bill 108 that are now in force and effect include the following:

- **When Development Charges Are Calculated**

The current Development Charge By-law requires development charges to be calculated and paid at the time of building permit issuance. Bill 108 changes the timing of when a development charge is calculated at an earlier point in time. Bill 108 requires the development charge to be calculated on the day a complete application is received for site plan, or if this does not apply, the day a complete application is received for a zoning by-law amendment. The development charge rate would remain 'frozen' for up to two years from the date the application is approved, after which will revert back to time of building permit issuance.

Although the development charge rate would be calculated at an earlier point in time, the City may charge interest from the date a complete application is received to the date the development charge is payable.

- **Deferred Payment of Development Charges**

Bill 108 amends the DCA so that certain types of development qualify for deferred payment of development charges. Rental Housing that is not non-profit, Institutional development and non-profit housing are classified as eligible development types. Development charges for these types of development are to be deferred as follows:

- Rental Housing that is not non-profit and Institutional development are to pay development charges in 6 annual instalments; and
- Non-Profit Housing is to pay development charges in 21 annual instalments.

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| DEVELOPMENT CHARGE INTEREST RATE POLICY |
|--|

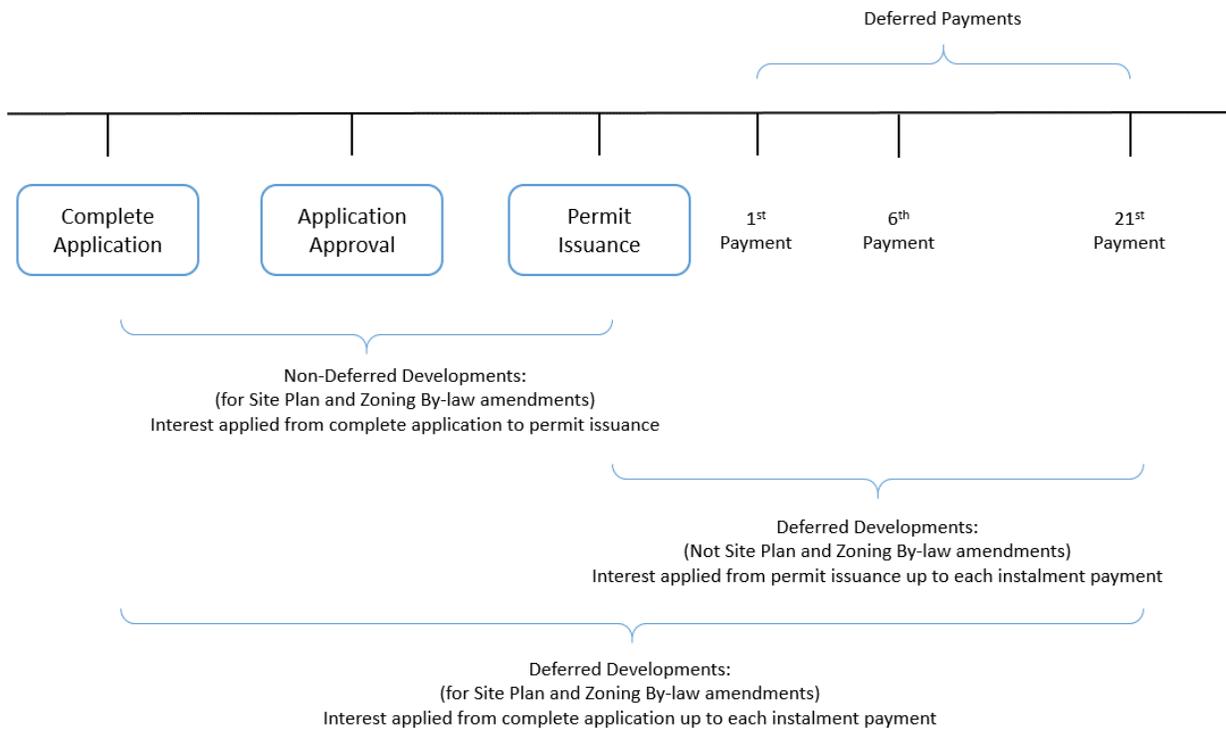
Since the DCA now allows municipalities to charge interest from the point that development charges are calculated until time of payment, establishing an interest rate policy will provide a consistent and transparent approach. Ensuring that interest is applied to development charges until time of payment is critical to ensure that development charges reserve funds have the cash flows and appropriate funding needed to support future growth related infrastructure needs across the City.

While the DCA allows for interest to be charged on development charges, there is no guidance provided for what the interest rate should be or how the interest rate is to be determined. The DCA does not prescribe a maximum interest rate which gives municipalities the flexibility to establish and design an interest rate program that is applied to development charges.

Figure 1 illustrates the development charge interest rate periods. For non-deferred developments with a site plan application or zoning by-law amendment, interest begins accruing from the day a complete application is received until the day the building permit is issued. Where there is no site plan application or zoning by-law amendment, the development charge is calculated at the time of building permit issuance, therefore no interest is applied.

For deferred developments with a site plan application or zoning by-law amendment, interest begins accruing from the day a complete application is received until the day of each instalment. However, if there is no site plan application or zoning by-law amendment, then interest is applied from the date of building permit issuance until the date of each instalment.

Figure 1 – Development Charge Interest Periods



The Policy Framework

The Civic Administration is recommending that the attached by-law and related policy (Appendix “A”) be approved by Municipal Council. Since determining development charge rates at an earlier point in time will lower the amount of development charge levies and deferring payments for certain qualifying development types impacts cash flows, applying interest will be essential to ensure that funds are available and that required growth infrastructure can be built when planned. The Civic Administration is recommending that the interest rate applied to ‘frozen’ development charge rates and deferred payments be established at the time development charges are calculated. This locked-in interest rate would be based on the average annual historical five year Statistics Canada Non-residential Building Construction Price Index for Toronto year over year change as of September 30th. This approach is recommended for the following reasons:

- Using the Non-residential Building Construction Price Index would be the same index that is used to increase development charge rates annually, which supports achieving a revenue neutral position.
- Presently, the DCA restricts the types of costs that can be recovered through development charges to capital costs. The Non-residential Building Construction Price Index provides inflationary increases for non-residential construction, which is aligned with the types of costs that are included in the development charges rates.
- Using a five year average will help smooth year-to-year fluctuations in the index so that the interest rate applied to development charges will be less susceptible to significant changes to the rate.
- Provides a consistent and transparent approach for the administration of development charge interest for both deferral scenarios.

This approach provides an objective rate setting process that supports the ‘growth pays for growth’ model while providing a balance between affordability and the need to fund growth projects.

The Civic Administration will monitor the effectiveness of the development charges interest rate policy and will report back to Municipal Council should the policy need to be adjusted.

DEVELOPMENT CHARGES ALTERNATIVE PAYMENT AGREEMENTS

The DCA requires that eligible development types for deferred payment must pay development charges over the stipulated period of time. However, the DCA also allows for development charges to be paid at an earlier or later date than would otherwise be payable. Section 27(1) of the DCA states:

A municipality may enter into an agreement with a person who is required to pay a development charge providing for all or any part of a development charge to be paid before or after it would otherwise be payable.

Prior to the Bill 108 amendments to the DCA, alternative payment agreements by the City of London were rare. However, now that the DCA requires that certain types of development charges be paid in deferred installments, it is likely that the volume of alternative payment arrangements under Section 27 of the DCA will increase.

This report recommends the provision of alternative payment options for those developments subject to deferred payment rules. There are a number of drivers that support introducing a proposed development charges alternative payment agreement template at this time. These include:

- Provides greater flexibility for those parties required to pay development charges over an extended period of time so that earlier payment options are available;
- The interest costs charged on deferred payments may be avoided by earlier payment;
- Reduces the administrative burden that would be required each time Section 27 of the DCA is exercised; and
- Provides a consistent and transparent approach for handling alternative payment agreements.

The Civic Administration is recommending that the by-law and Development Charges Alternative Payment Agreement Template attached as Appendix “B” to this report be approved by Municipal Council and that the City Treasurer or designate be delegated the authority to enter into such agreements.

The following alternative payment options are recommended:

- 1) Rental Housing that is not non-profit and Institutional development that are required to pay development charges in 6 annual instalments be given an alternative payment option to pay at building permit issuance (the same time as non-deferred developments);
- 2) Non-Profit Housing that is required to pay development charges in 21 annual instalments be given the following alternative payment options:
 - a. Full development charge payable at time of building permit issuance; or
 - b. Full development charge payable at either 1 or 2 years after building permit issuance.

The 1 or 2 year payment alternatives for non-profit housing development is recommended since some non-profit housing providers receive senior government funding that is used to support the development. However, it is common that this funding is not released until a building permit has been issued. This creates a cash flow problem that is predicated on the timing of the release of the senior government funding. By providing non-profit housing developments with the ability to pay development charges 1 or 2 years after building permit issuance, allows flexibility so that these cash flow constraints are addressed.

The Civic Administration will monitor the effectiveness of the Development Charges Alternative Payment Agreement Template and will report back to Municipal Council should the agreement need to be adjusted.

CONCLUSION

As a result of *Bill 108, More Homes, More Choice Act, 2019*, the DCA has been amended to adjust the timing of when development charges are calculated and to provide for deferred development charges for certain development types. The recommendations outlined in this report related to a development charges interest rate policy and delegated authority for development charge alternative payment agreements are driven by the legislative changes to the DCA.

| | |
|---|---|
| PREPARED BY: | PREPARED BY: |
| | |
| JASON SENESE, CPA, CGA, MBA MANAGER, DEVELOPMENT FINANCE | KEVIN EDWARDS, MCIP, RPP MANAGER, DEVELOPMENT FINANCE |
| SUBMITTED BY: | RECOMMENDED BY: |
| | |
| PAUL YEOMAN, RPP, PLE DIRECTOR, DEVELOPMENT FINANCE | ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES & CITY TREASURER, CHIEF FINANCIAL OFFICER |

APPENDIX “A”

Bill No. _____ 2020

By-law No. CPOL.- _____

A by-law to adopt a new Council Policy entitled
“Development Charge Interest Rate Policy”.

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 *Development Charges Act, 1997* S.O. 1997, c.27, as amended authorizes the council of a municipality to pass a by-law to impose Development Charges against land to pay for increased capital costs required because of increased needs for services arising from development of the area to which the by-law applies;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a new Council Policy entitled “Development Charge Interest Rate Policy”;

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

1. The policy entitled “Development Charge Interest Rate Policy”, attached as Schedule “A” to this by-law is hereby adopted.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE “A”

Policy Name: Development Charge Interest Rate Policy

Legislative History: Enacted March 24, 2020 (By-law No. CPOL.-_____)

Last Review Date: March 9, 2020

Service Area Lead: Director, Development Finance

1. Policy Statement

The purpose of this Policy is to establish a framework for determining the interest rate that can be applied to Development Charges for certain development types.

2. Definitions

2.1 City: means the Corporation of the City of London.

2.2 City Treasurer: means the individual appointed by Municipal Council in accordance with the *Municipal Act, 2001*.

2.3 Development Charge: means any Development Charge that may be imposed pursuant to a By-law enacted under the authority of the *Development Charges Act, 1997 S.O. 1997, c.27*, as amended.

3. Applicability

This Policy applies only to Development Charges administered in compliance with the current Development Charges By-law enacted under the authority of the *Development Charges Act* that are subject to interest charges.

4. The Policy

The following approach establishes the Policy for Development Charge Interest:

4.1 The average annual historical five year Statistics Canada Non-residential Building Construction Price Index for Toronto year over year change as of September 30th shall be the financial mechanism used as the foundation for establishing the interest rate.

4.2 The interest rate shall be established at the earlier of when the Development Charge is calculated or when the first payment is due. The established interest rate shall remain in effect until the final payment is received.

4.3 Interest accruing on the unpaid balance of the Development Charge shall be compounded annually.

4.4 The City Treasurer, or designate is authorized to execute the administrative actions necessary to implement the Development Charges interest rate.

APPENDIX “B”

Bill No.
2020

By-Law No.

A by-law to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the Development Charges Act, 1997 S.O. 1997, c. 27, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorize a municipality to pass by-laws necessary or desirable for municipal purposes and, in particular, paragraph 3 of subsection 10(2) authorizes by-laws respecting the financial management of the municipality;

AND WHEREAS section 23. 1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate its authority;

AND WHEREAS subsection 23.2(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate quasi-judicial powers under the *Municipal Act, 2001* to an individual who is an officer, employee, or agent of the municipality;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to pass a by-law to delegate an alternative payment agreement template for developments that qualify for deferred Development Charge payments made under Section 27 of the *Development Charges Act, 1997* S.O. 1997, c.27, as amended;

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

1. The Development Charges Alternative Agreement template to provide alternative payment agreements for developments that qualify for deferred Development Charge payment made under Section 27 of the *Development Charges Act, 1997* S.O. 1997, c. 27, as amended substantially in the form, attached as Schedule “1” to this by-law and to the satisfaction of the City Solicitor is hereby authorized and approved.
2. The City Treasurer, or delegate, is hereby authorized to enter into and execute Development Charges Alternative Agreements authorized and approved in section 1 above.
2. This by-law comes into force on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE 1

**DEVELOPMENT CHARGES ALTERNATIVE PAYMENT
AGREEMENT**

THIS AGREEMENT made this day of , 20xx.

BETWEEN:

APPLICANT NAME

(hereinafter referred to as the “Applicant”)

-and-

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “City”)

WHEREAS the Applicant has represented to the City that the lands described in Schedule “A” hereto (the “Lands”) are owned by it, as stated in the Solicitor’s Certificate attached to this Agreement hereto as Schedule “B”

AND WHEREAS pursuant to the City’s Development Charge By-law, a development charge is payable by the Applicant to the City in xx annual instalments;

AND WHEREAS the *Development Charges Act, 1997, S.O. 1997, c. 27*, as amended provides that a municipality may enter into an agreement with persons who are required to pay a development charge, to authorize that all or a portion of the development charge be paid before or after it would otherwise be payable;

NOW THEREFORE IN CONSIDERATION OF the foregoing, the parties agree as follows:

RECITALS

1. The Recitals are confirmed by the Applicant and the City (the “Parties”) to be correct and to constitute the basis for this Agreement.

REQUEST TO ADVANCE PAYMENT OF DEVELOPMENT CHARGE

2. The Applicant acknowledges its obligation to pay a development charge in accordance with Section 26 of the *Development Charges Act, 1997*, as amended. The Applicant has requested that it be permitted, pursuant to Section 27 of the *Development Charges Act, 1997*, as amended, to pay the development charge before it would otherwise be payable.

“DUE DATE” FOR PAYMENT PURSUANT TO THIS AGREEMENT

3. The Applicant hereby covenants and agrees to pay the applicable development charge to the City with interest, on **MM DD YYYY** (the “Due Date”).

ANTICIPATED DEVELOPMENT CHARGE

4. The anticipated amount of the development charge payable by the Applicant has been calculated on the basis of the following information:

| Type | Units / m2 of Gross Floor Area (A) | Development Charges Rate (B) | Development Charges Payable (A) * (B) |
|--------------------------|---------------------------------------|---------------------------------|--|
| Single & Semi-Detached | | | |
| Multiples / Row Housing | | | |
| Apartments < 2 Bedrooms | | | |
| Apartments >= 2 Bedrooms | | | |
| Institutional | | | |
| Demolition Credits | | | |
| TOTAL | | | |

TIMING OF DEVELOPMENT CHARGE CALCULATION

5. The actual amount of the development charge will be determined on the basis of prevailing rates and rules in accordance with Section 26 of the *Development Charges Act, 1997*, as amended. If, before any building permit is issued, the City's Development Charge By-law is amended or is repealed and replaced or the information set out above is revised, the applicable development charge will

be revised to reflect these changes and the Parties agree that this Agreement will apply to that revised information and amount. Once any building permit has been issued, the amount of the applicable development charge shall be calculated in accordance with Section 26 of the *Development Charges Act, 1997*, as amended.

REGISTRATION ON TITLE

6. It is the intention of the Parties that this Agreement create an interest in the Lands in favor of the City, to the extent of the deferred development charge identified herein. To this end, the Parties intend that Notice of this Agreement, including its schedules, be registered on title to the Lands. The Applicant agrees to pay all costs associated with registration of Notice of this Agreement. If Notice of this Agreement is not accepted by the Registrar for registration, the parties agree that the development agreement under section 41 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, for the residential development that is subject to the development charge, will make reference to the Agreement and its relevant particulars.

REMOVAL OF AGREEMENT FROM TITLE

7. Once the Applicant has satisfied all provisions of this Agreement, the City shall not unreasonably withhold its consent to removal of Notice concerning this Agreement at the Applicant's expense from Title and shall execute such documents as may be required.

COLLECTION OF CHARGES

8. The Applicant acknowledges that if any amount owing to the City under this Agreement remains unpaid after the Due Date, the City may, in addition to any other rights it may have, add the unpaid amount to the tax roll for the Lands, without notice, and collect such amount in the same manner as property tax.

INTEREST ON AMOUNT OWING BEFORE DUE DATE

9. The Applicant agrees to pay interest to the City at the rate of **xx%** per annum on the amount of the development charge, in accordance with Section 26 of the *Development Charges Act, 1997*, as amended and the City's Development Charge Interest Rate Policy.

10. The Applicant agrees to pay interest after the Due Date at the rate of ten percent (10%) per annum on the amount outstanding from time to time, until all amounts, including accrued interest and charges, have been paid in full.

11. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City, to:

City Clerk
The Corporation of the City of London
P.O. Box 5035
300 Dufferin Avenue
London, ON N6A 4L9

And in the case of notice given by the Applicant, to:

Applicant Name
Applicant Address

WARRANTY

12. The Applicant represents and warrants to the City as follows:

12.1 The Applicant is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter in this Agreement; and

12.2 All necessary corporate action has been taken by the Applicant to authorize the execution and delivery of this Agreement.

BINDING ON SUCCESSORS

13. It is agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Applicant herein contained shall run with the Lands for the benefit of the City.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND
DELIVERED

)
) **APPLICANT NAME**
)
) _____ c/s
) Name:
) Title:
) I have authority to bind the corporation.
)
)
) THE CORPORATION OF THE CITY OF
) LONDON
)
) _____
) Mayor
)
) _____ c/s
) City Clerk
)

SCHEDULE "A"

DESCRIPTION OF "LANDS"

SCHEDULE "B"

SOLICITOR'S CERTIFICATE

From: Mike Wallace
Sent: Thursday, March 05, 2020 11:31 AM
To: csc <csc@london.ca>
Cc: Kayabaga, Arielle <akayabaga@london.ca>
Subject: [EXTERNAL] LDI would like to Delegate to Item 2.3 in the Consent Agenda at the March 9th meeting

Hello Committee Clerk

I would like an opportunity to speak at the Corporate Services on March 9th to item 2.3 of the Consent agenda. "Development Charges Housekeeping Matters Related to Bill 108"

I understand the item is listed in the Consent portion of the agenda. Consent items do not normally entertain delegations from the public. This report deals with an issue that is a significant change from the current practise for payment of Development Charges.

As the organization representing the majority of developers affected by this change we would like to comment on the report.

Please let me know if I will be granted the opportunity to speak to the item.

Thanks Mike

**Mike Wallace, Executive Director
London Development Institute**

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|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING OF MARCH 9, 2020 |
| FROM: | ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES & CITY TREASURER, CHIEF FINANCIAL OFFICER |
| SUBJECT: | BUDWEISER GARDENS: CITY APPROVAL OF EQUIPMENT REFINANCING LEASE AGREEMENT |

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| RECOMMENDATION |
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That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the capital lease to refinance the purchase of HVAC equipment at Budweiser Gardens **BE APPROVED**.

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| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
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“Budweiser Gardens: City Approval of Zamboni Capital Lease Agreement,” Corporate Services Committee, February 19, 2019

“Budweiser Gardens: City Approval of Digital Wall Capital Lease Agreement”, Corporate Services Committee, November 5, 2019

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|-------------------|
| BACKGROUND |
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Budweiser Gardens Overview:

Budweiser Gardens operates as a public private partnership and is designated as a municipal capital facility under the Municipal Act. It is a multi-purpose entertainment and sports facility that strives to perform a significant role in meeting the needs of the community in its overall programming. The Budweiser Gardens completed its seventeenth year of operations in 2019.

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

Participatory Occupancy Lease (POL)

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

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

approval, which provides the City with assurances that Budweiser Gardens will be in good repair when the lease expires on June 20, 2051. The CRF specifically excludes the funding of all capital leases.

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

In 2019, Council approved the inclusion of the capital lease for a digital wall of TVs for advertising purposes as well as replacing both Zamboni ice resurfacing machines with new ones.

Refinancing of Existing Equipment Service Agreement

In 2003, Spectra entered into a Planned Service Agreement with Johnson Controls for the purchase of new HVAC equipment and servicing for the next 25 years. Included in this agreement was the financing of the equipment as part of the total service agreement. Payments were made on a quarterly basis and included as an annual operating expense. In December 2019, Johnson Controls identified that they would no longer be able to provide the financing of the equipment to Spectra and as a result the balance outstanding of \$520,153.59 would now become due and payable.

Spectra is seeking the City’s approval to refinance the purchase of the HVAC equipment through their financial institution of Royal Bank of Canada (RBC), which will be provided in the form of a lease facility which will now be identified as a capital lease and recorded in their financial statements as such. The lease is for a lower interest rate than the rate previously available through the service agreement and will be amortized over 7 years which coincides with the original term of the agreement. The terms of the proposed capital lease and amortization schedule are attached as Appendix ‘A’.

As outlined in Section 2 (b) of the POL, the following information must be provided to the City:

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

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

Although this proposed capital lease is refinancing existing HVAC equipment that was purchased with a long term service contract, the creation of a new capital lease with RBC requires that the City’s approval be provided following the terms of the amended POL. The total amount of the equipment refinancing lease is beyond the limit delegated to the City Treasurer and therefore, must be approved by Council.

| |
|-------------------|
| CONCLUSION |
|-------------------|

Spectra Venue Management is seeking the City's approval for the capital lease to refinance the purchase and service of HVAC equipment at Budweiser Gardens. It is recommended by Civic Administration that Council approve the lease, as they have satisfied all of the requirements identified in Section 2 (b) of the POL.

| |
|---|
| SUBMITTED BY: |
| |
| IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES FINANCE AND CORPORATE SERVICES |
| RECOMMENDED BY: |
| |
| ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |

cc. Karen Jackson, Director of Finance, Budweiser Gardens, Spectra Venue Management

Attach: **Appendix 'A': Terms of Proposed Capital Lease**

ROYAL BANK OF CANADA CREDIT AGREEMENT
DATE: February 20, 2020

| | |
|---|--------------------------|
| BORROWER: LONDON CIVIC CENTRE CORPORATION | SRF: 848413159 |
| ADDRESS (Street, City/Town, Province, Postal Code) 99 DUNDAS ST LONDON, ON N6A 6K1 | |

Royal Bank of Canada (the “**Bank**”) hereby confirms to the undersigned (the “**Borrower**”) the following credit facilities (the “**Credit Facilities**”), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the “**Agreement**”). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 **Revolving demand facility in the amount of \$3,500.00, available by way of LCs and/or LGs.**

LC & LG fees to be advised on a transaction-by-transaction basis.

Margined: Yes [] No [X]

Facility #2 **Revolving lease line of credit in the amount of \$255,000.00.** Leases will be governed by this

Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

Facility #3 **Lease facility (non-revolving) in the amount of \$520,153.59.** Leases will be governed by this

Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the “**Other Facilities**”). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

a) All Foreign Exchange Forward Contracts (“**FEF Contracts**”) outstanding at any time and from time to time.

SECURITY

Security for the Borrowing and all other obligations of the Borrower to the Bank, including without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the “**Security**”), shall include:

a) None

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

a) annual audited financial statements for London Civic Centre Limited Partnership, within 120 days of each fiscal year end;

b) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

a) No lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

STANDARD TERMS

The following standard terms have been provided to the Borrower:

- Form 472 (07/2019) Royal Bank of Canada Credit Agreement - Standard Terms
- Form 473 (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms
- Form 473A (10/2017) Royal Bank of Canada Credit Agreement - RBC Covarity Terms and Conditions
- Form 473B (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until March 21, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: _____
Title: Vice President

RBC Contact: BRIAN COSTIGAN

/bp

CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this _____ day of _____, 20_____.

LONDON CIVIC CENTRE CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Borrower

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

GENERAL

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

AVAILABILITY

Revolving facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Non-revolving facilities: The Borrower may borrow up to the amount of each non-revolving facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

REPAYMENT

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmaturing or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand

and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.

- j) In the case of any reducing term loan and/or reducing term facility (“**Reducing Term Loan/Facility**”), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank’s option, the Bank may provide a letter (“**Renewal Letter**”) to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank’s option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium.

Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of the Borrowing prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank’s prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower of any conditions the Bank may reasonably impose, including, without limitation, the Borrower’s agreement to pay the Prepayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

- a) the greater of:
- (i) the amount equal to three (3) months’ interest payable on the amount of the fixed rate term facility Borrowing being prepaid, calculated at the interest rate applicable to the fixed rate term facility Borrowing on the date of prepayment; and
 - (ii) the present value of the cash flow associated with the difference between the Bank’s original cost of funds for the fixed rate term facility Borrowing and the current cost of funds for a fixed rate term loan with a term substantially similar to the remaining term and an amortization period substantially similar to the remaining amortization period of the fixed rate term facility Borrowing, each as determined by the Bank on the date of such prepayment;
- plus:
- b) Foregone margin over the remainder of the term of the fixed rate term facility Borrowing. Foregone margin is defined as the present value of the difference between the Bank’s original cost of funds for the fixed rate term facility Borrowing and the interest that would have been charged to the Borrower over the remaining term of the fixed rate term facility Borrowing;
- plus:
- c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event the Bank demands repayment of the outstanding fixed rate term facility Borrowing on the occurrence of an Event of Default. The Borrower’s obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the Borrowings outstanding and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the “**Accounts**”) evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

CALCULATION AND PAYMENT OF INTEREST AND FEES

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

- g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period

to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

JOINT AND SEVERAL / SOLIDARY

Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

FEF CONTRACTS

Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. Should the Bank make FEF Contracts available to the Borrower, the Borrower agrees, with the Bank as follows:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;

- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

CONFIDENTIALITY

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"**Applicable Laws**" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"**Borrowing**" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

"**Business Day**" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

"**Business Loan Insurance Plan**" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

“Capital Expenditures” means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

“Contaminant” includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

“Corporate Distributions” means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

“Current Assets” means, at any time, those assets ordinarily realizable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year;

“Current Liabilities” means, at any time, amounts payable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year (the operating cycle must correspond with that used for current assets);

“Current Ratio” means the ratio of Current Assets to Current Liabilities;

“Debt Service Coverage” means, for any fiscal period, the ratio of EBITDA to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

“EBITDA” means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

“Environmental Activity” means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

“Environmental and Health and Safety Laws” means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

“Equivalent Amount” means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

“Equity” means the total of share capital (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

“Financial Assistance” means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

“Fixed Charge Coverage” means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes, Corporate Distributions and Unfunded Capital Expenditures to Fixed Charges;

“Fixed Charges” means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt and payments under operating leases;

“Foreign Exchange Forward Contract” or **“FEF Contract”** means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank.

“Funded Debt” means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

“Guarantor” means any Person who has guaranteed the obligations of the Borrower under this Agreement;

“Lease” means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

“Interest Expense” means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers’ acceptances.

“Investment” means the acquisition (whether for cash, property, services, securities or otherwise) of shares, bonds, notes, debentures, partnership or other property interests or other securities of any other Person or any agreement to make any such acquisition;

“Letter of Credit” or **“LC”** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

“Letter of Guarantee” or **“LG”** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

“**Margin**” or “**Margined**” means that the availability of Borrowings under the credit facilities will be based on the Borrower’s level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

“**Overdraft**” means advances of credit by way of debit balances in the Borrower’s current account;

“**Permitted Encumbrances**” means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

“**Person**” includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

“**Policy**” means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

“**Postponed Debt**” means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

“**Potential Prior-Ranking Claims**” means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

“**RBP**” and “**Royal Bank Prime**” each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

“**RBUSBR**” and “**Royal Bank US Base Rate**” each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

“**Release**” includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

“**Tangible Net Worth**” means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

“**Total Liabilities**” means all liabilities exclusive of deferred tax liabilities and Postponed Debt;

“**Unfunded Capital Expenditures**” means Capital Expenditures not funded by either bank debt or equity proceeds.

“**US**” means United States of America.

**Amortization Schedule
HVAC Refinancing**

Amortization Schedule Johnson controls

| | |
|--------------------|----------|
| Cost of borrowing | 4.20% |
| Monthly payment | -7167 |
| Number of Paymen | 84 |
| Bargain purchase c | 1 |
| Expected life | 10 years |

| | |
|-----------------|---------------------|
| NPV of payments | \$520,153.59 |
| PV of BPO | 1 |
| | <u>\$520,154.34</u> |

| | Balance | Interest | Principal | Payment | | | |
|----|------------|--------------|-----------|--------------|----------|----------------------------|---|
| | | | | \$520,154.34 | | Inception of captial lease | |
| 1 | 3/28/2020 | \$520,154.34 | 1,820.54 | 5,346.46 | 7,167.00 | \$514,807.88 | Dr. PPE 520,154.34 |
| 2 | 4/27/2020 | \$514,807.88 | 1,801.83 | 5,365.17 | 7,167.00 | \$509,442.70 | Cr. Capital lease obligation 520,154.34 |
| 3 | 5/27/2020 | \$509,442.70 | 1,783.05 | 5,383.95 | 7,167.00 | \$504,058.75 | |
| 4 | 6/27/2020 | \$504,058.75 | 1,764.21 | 5,402.79 | 7,167.00 | \$498,655.96 | Month 1 |
| 5 | 7/28/2020 | \$498,655.96 | 1,745.30 | 5,421.70 | 7,167.00 | \$493,234.25 | Dr. Interest expense 1,820.54 |
| 6 | 8/25/2020 | \$493,234.25 | 1,726.32 | 5,440.68 | 7,167.00 | \$487,793.57 | Dr. Capital lease obligation 5,346.46 |
| 7 | 9/25/2020 | \$487,793.57 | 1,707.28 | 5,459.72 | 7,167.00 | \$482,333.85 | Dr. Amortization expense 4,334.62 |
| 8 | 10/25/2020 | \$482,333.85 | 1,688.17 | 5,478.83 | 7,167.00 | \$476,855.02 | Cr. Cash 7,167.00 |
| 9 | 11/25/2020 | \$476,855.02 | 1,668.99 | 5,498.01 | 7,167.00 | \$471,357.01 | Cr. Accumulated amortization 4,334.62 |
| 10 | 12/25/2020 | \$471,357.01 | 1,649.75 | 5,517.25 | 7,167.00 | \$465,839.76 | |
| 11 | 1/25/2021 | \$465,839.76 | 1,630.44 | 5,536.56 | 7,167.00 | \$460,303.20 | Month 2 |
| 12 | 2/25/2021 | \$460,303.20 | 1,611.06 | 5,555.94 | 7,167.00 | \$454,747.26 | Dr. Interest expense 1,801.83 |
| 13 | 3/27/2021 | \$454,747.26 | 1,591.62 | 5,575.38 | 7,167.00 | \$449,171.88 | Dr. Capital lease obligation 5,365.17 |
| 14 | 4/27/2021 | \$449,171.88 | 1,572.10 | 5,594.90 | 7,167.00 | \$443,576.98 | Dr. Amortization expense 4,334.62 |
| 15 | 5/27/2021 | \$443,576.98 | 1,552.52 | 5,614.48 | 7,167.00 | \$437,962.50 | Cr. Cash 7,167.00 |
| 16 | 6/27/2021 | \$437,962.50 | 1,532.87 | 5,634.13 | 7,167.00 | \$432,328.37 | Cr. Accumulated amortization 4,334.62 |
| 17 | 7/28/2021 | \$432,328.37 | 1,513.15 | 5,653.85 | 7,167.00 | \$426,674.52 | |
| 18 | 8/25/2021 | \$426,674.52 | 1,493.36 | 5,673.64 | 7,167.00 | \$421,000.88 | |
| 19 | 9/26/2021 | \$421,000.88 | 1,473.50 | 5,693.50 | 7,167.00 | \$415,307.38 | |
| 20 | 10/26/2021 | \$415,307.38 | 1,453.58 | 5,713.42 | 7,167.00 | \$409,593.96 | |
| 21 | 11/26/2021 | \$409,593.96 | 1,433.58 | 5,733.42 | 7,167.00 | \$403,860.54 | |
| 22 | 12/26/2021 | \$403,860.54 | 1,413.51 | 5,753.49 | 7,167.00 | \$398,107.05 | |
| 23 | 1/26/2022 | \$398,107.05 | 1,393.37 | 5,773.63 | 7,167.00 | \$392,333.42 | |
| 24 | 2/26/2022 | \$392,333.42 | 1,373.17 | 5,793.83 | 7,167.00 | \$386,539.59 | |
| 25 | 3/28/2022 | \$386,539.59 | 1,352.89 | 5,814.11 | 7,167.00 | \$380,725.48 | |
| 26 | 4/28/2022 | \$380,725.48 | 1,332.54 | 5,834.46 | 7,167.00 | \$374,891.02 | |
| 27 | 5/28/2022 | \$374,891.02 | 1,312.12 | 5,854.88 | 7,167.00 | \$369,036.14 | |
| 28 | 6/28/2022 | \$369,036.14 | 1,291.63 | 5,875.37 | 7,167.00 | \$363,160.76 | |
| 29 | 7/29/2022 | \$363,160.76 | 1,271.06 | 5,895.94 | 7,167.00 | \$357,264.82 | |
| 30 | 8/26/2022 | \$357,264.82 | 1,250.43 | 5,916.57 | 7,167.00 | \$351,348.25 | |
| 31 | 9/26/2022 | \$351,348.25 | 1,229.72 | 5,937.28 | 7,167.00 | \$345,410.97 | |
| 32 | 10/26/2022 | \$345,410.97 | 1,208.94 | 5,958.06 | 7,167.00 | \$339,452.91 | |
| 33 | 11/26/2022 | \$339,452.91 | 1,188.09 | 5,978.91 | 7,167.00 | \$333,473.99 | |
| 34 | 12/26/2022 | \$333,473.99 | 1,167.16 | 5,999.84 | 7,167.00 | \$327,474.15 | |
| 35 | 1/26/2023 | \$327,474.15 | 1,146.16 | 6,020.84 | 7,167.00 | \$321,453.31 | |
| 36 | 2/26/2023 | \$321,453.31 | 1,125.09 | 6,041.91 | 7,167.00 | \$315,411.40 | |
| 37 | 3/28/2023 | \$315,411.40 | 1,103.94 | 6,063.06 | 7,167.00 | \$309,348.34 | |
| 38 | 4/28/2023 | \$309,348.34 | 1,082.72 | 6,084.28 | 7,167.00 | \$303,264.06 | |
| 39 | 5/28/2023 | \$303,264.06 | 1,061.42 | 6,105.58 | 7,167.00 | \$297,158.48 | |
| 40 | 6/28/2023 | \$297,158.48 | 1,040.05 | 6,126.95 | 7,167.00 | \$291,031.54 | |
| 41 | 7/29/2023 | \$291,031.54 | 1,018.61 | 6,148.39 | 7,167.00 | \$284,883.15 | |
| 42 | 8/26/2023 | \$284,883.15 | 997.09 | 6,169.91 | 7,167.00 | \$278,713.24 | |
| 43 | 9/26/2023 | \$278,713.24 | 975.50 | 6,191.50 | 7,167.00 | \$272,521.73 | |
| 44 | 10/26/2023 | \$272,521.73 | 953.83 | 6,213.17 | 7,167.00 | \$266,308.56 | |
| 45 | 11/26/2023 | \$266,308.56 | 932.08 | 6,234.92 | 7,167.00 | \$260,073.64 | |
| 46 | 12/26/2023 | \$260,073.64 | 910.26 | 6,256.74 | 7,167.00 | \$253,816.90 | |
| 47 | 1/26/2024 | \$253,816.90 | 888.36 | 6,278.64 | 7,167.00 | \$247,538.26 | |
| 48 | 2/26/2024 | \$247,538.26 | 866.38 | 6,300.62 | 7,167.00 | \$241,237.64 | |
| 49 | 3/27/2024 | \$241,237.64 | 844.33 | 6,322.67 | 7,167.00 | \$234,914.97 | |
| 50 | 4/27/2024 | \$234,914.97 | 822.20 | 6,344.80 | 7,167.00 | \$228,570.18 | |
| 51 | 5/27/2024 | \$228,570.18 | 800.00 | 6,367.00 | 7,167.00 | \$222,203.17 | |
| 52 | 6/27/2024 | \$222,203.17 | 777.71 | 6,389.29 | 7,167.00 | \$215,813.88 | |
| 53 | 7/28/2024 | \$215,813.88 | 755.35 | 6,411.65 | 7,167.00 | \$209,402.23 | |
| 54 | 8/25/2024 | \$209,402.23 | 732.91 | 6,434.09 | 7,167.00 | \$202,968.14 | |
| 55 | 9/25/2024 | \$202,968.14 | 710.39 | 6,456.61 | 7,167.00 | \$196,511.53 | |
| 56 | 10/25/2024 | \$196,511.53 | 687.79 | 6,479.21 | 7,167.00 | \$190,032.32 | |
| 57 | 11/25/2024 | \$190,032.32 | 665.11 | 6,501.89 | 7,167.00 | \$183,530.43 | |
| 58 | 12/25/2024 | \$183,530.43 | 642.36 | 6,524.64 | 7,167.00 | \$177,005.79 | |
| 59 | 1/25/2025 | \$177,005.79 | 619.52 | 6,547.48 | 7,167.00 | \$170,458.31 | |
| 60 | 2/25/2025 | \$170,458.31 | 596.60 | 6,570.40 | 7,167.00 | \$163,887.91 | |
| 61 | 3/28/2025 | \$163,887.91 | 573.61 | 6,593.39 | 7,167.00 | \$157,294.52 | |
| 62 | 4/28/2025 | \$157,294.52 | 550.53 | 6,616.47 | 7,167.00 | \$150,678.05 | |
| 63 | 5/29/2025 | \$150,678.05 | 527.37 | 6,639.63 | 7,167.00 | \$144,038.42 | |
| 64 | 6/29/2025 | \$144,038.42 | 504.13 | 6,662.87 | 7,167.00 | \$137,375.56 | |
| 65 | 7/30/2025 | \$137,375.56 | 480.81 | 6,686.19 | 7,167.00 | \$130,689.37 | |
| 66 | 8/30/2025 | \$130,689.37 | 457.41 | 6,709.59 | 7,167.00 | \$123,979.79 | |
| 67 | 9/30/2025 | \$123,979.79 | 433.93 | 6,733.07 | 7,167.00 | \$117,246.71 | |
| 68 | 10/31/2025 | \$117,246.71 | 410.36 | 6,756.64 | 7,167.00 | \$110,490.08 | |
| 69 | 12/1/2025 | \$110,490.08 | 386.72 | 6,780.28 | 7,167.00 | \$103,709.79 | |
| 70 | 1/1/2026 | \$103,709.79 | 362.98 | 6,804.02 | 7,167.00 | \$96,905.78 | |
| 71 | 2/1/2026 | \$96,905.78 | 339.17 | 6,827.83 | 7,167.00 | \$90,077.95 | |
| 72 | 3/4/2026 | \$90,077.95 | 315.27 | 6,851.73 | 7,167.00 | \$83,226.22 | |
| 73 | 4/4/2026 | \$83,226.22 | 291.29 | 6,875.71 | 7,167.00 | \$76,350.51 | |
| 74 | 5/5/2026 | \$76,350.51 | 267.23 | 6,899.77 | 7,167.00 | \$69,450.74 | |
| 75 | 6/5/2026 | \$69,450.74 | 243.08 | 6,923.92 | 7,167.00 | \$62,526.82 | |
| 76 | 7/6/2026 | \$62,526.82 | 218.84 | 6,948.16 | 7,167.00 | \$55,578.66 | |
| 77 | 8/6/2026 | \$55,578.66 | 194.53 | 6,972.47 | 7,167.00 | \$48,606.19 | |
| 78 | 9/6/2026 | \$48,606.19 | 170.12 | 6,996.88 | 7,167.00 | \$41,609.31 | |
| 79 | 10/7/2026 | \$41,609.31 | 145.63 | 7,021.37 | 7,167.00 | \$34,587.94 | |
| 80 | 11/7/2026 | \$34,587.94 | 121.06 | 7,045.94 | 7,167.00 | \$27,542.00 | |
| 81 | 12/8/2026 | \$27,542.00 | 96.40 | 7,070.60 | 7,167.00 | \$20,471.39 | |
| 82 | 1/8/2027 | \$20,471.39 | 71.65 | 7,095.35 | 7,167.00 | \$13,376.04 | |
| 83 | 2/8/2027 | \$13,376.04 | 46.82 | 7,120.18 | 7,167.00 | \$6,255.86 | |
| 84 | 3/11/2027 | \$6,255.86 | 21.90 | 7,145.10 | 7,167.00 | (\$889.24) | |

| Principal Payments FY19 | | - |
|-------------------------------|--|------------------|
| Principal Payment FY20 | | 21,498.38 |
| Principal payment FY21 | | 66,327.59 |
| Principal payment FY22 | | 69,167.61 |
| Principal payment FY23 | | 72,129.22 |
| Principal payment FY24 | | 75,217.65 |
| Principal payment FY25 | | 78,438.32 |
| Principal payment FY26 | | 74,848.74 |
| Principal payment FY27 | | 63,416.06 |

| |
|-------------------------|
| Key |
| NPV = Net Present Value |
| PV = Present Value |

| | |
|-----------------|--|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MARCH 9, 2020 |
| FROM: | CATHY SAUNDERS CITY CLERK |
| SUBJECT: | APPOINTMENT OF HEARINGS OFFICERS TO CONDUCT HEARINGS UNDER VARIOUS CITY OF LONDON BY-LAWS |

RECOMMENDATION

That, on the recommendation of the City Clerk, the attached proposed by-law (Appendix "A") being "A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended", BE INTRODUCED at the Municipal Council meeting to be held on March 24, 2020.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

April 13, 2011, Finance and Administration Committee
June 19, 2018, Corporate Services Committee

BACKGROUND

The Municipal Council, at its meeting held on April 11, 2011, enacted "A By-law to establish the positions of Hearings Officer" to hear appeals under various City by-laws and to approve the "Rules of Practice and Procedure for Hearings Before a Hearings Officer", pursuant to Section 23.1 of the *Municipal Act, 2001* and the *Statutory Powers Procedure Act*.

Three Hearings Officers have been appointed by Municipal Council and delegated the authority to hear appeals under various City by-laws. A single officer conducts the hearings and issues a final decision with reasons. The Hearings Officers have been rotating the responsibilities for conducting hearings based on the availability of the individual. This has provided flexibility in setting hearing dates and has resulted in timely responses to appeals.

The Hearings Officer By-law requires Hearings Officers to be Canadian citizens and possess the following:

- knowledge and prior experience in administrative law;
- be of good character;
- ability to carry out a fair and impartial hearing;
- ability to write a clear and concise decision;
- ability to communicate effectively with the public;
- an understanding of *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22*; and,
- an understanding of the *Municipal Act, 2001, S.O. 2001, c. 25*.

Since 2012, the City of London’s Hearings Officers have dealt with 102 appeals under various City of London by-laws. The chart below summarizes the appeals that have been considered to date.

| TYPE OF APPEAL | # of Appeals Received |
|--|-----------------------|
| Dog muzzle appeals | 59 |
| Sign and Canopy appeals | 3 |
| Vital Services By-law appeals | 4 |
| Tree Conservation By-law appeals | 17 |
| Residential Rental Units Licensing By-law appeals | 8 |
| Vehicle For Hire By-law appeals | 15 |
| Business Licensing By-law appeals | 10 |
| Administrative Monetary Penalties (Parking Violations) | 35 |
| Total | 151 |

Subsequent to the appointment of the Hearings Officers in 2011 and 2018, additional City of London By-laws have been added to the list of By-laws appealable to a Hearings Officer. In addition, commencing November 1, 2019, the Hearings Officers are now responsible for considering appeals under the Administrative Monetary Penalties By-law A-54, with respect to parking violations. Commencing in June 2020, the Hearings Officers will also consider appeals under the Property Standards By-law that had previously been dealt with by the Committee of Adjustment. It is noted that Property Standards By-law appeals requires a minimum of three Hearings Officers to hear the appeals, rather than a single Hearings Officer.

As a result of the additional responsibilities and the need to have a minimum of three Hearings Officers to consider a Property Standards Appeals, the Civic Administration is recommending that two (2) additional Hearings Officers be appointed to assist with the number of appeals being received, so that the appeals can be dealt with in a timely manner.

The Civic Administration has approached Dan Ross and Christene Scrimgeour who are currently members of the 2018 Municipal Election Compliance Audit Committee to also serve as Hearing Officers. Both individuals have expressed an interest in being appointed and meet the qualifications as set out in the Hearings Officer By-law. The applicants have submitted a summary of their qualifications which are attached as Appendix “B” to this report, for the information of the Municipal Council.

A copy of the Hearings Officer By-law A.-6653-121, as amended, is attached as Appendix “C” to this report, for the information of the Municipal Council.

To-date, the Hearings Officers have not received remuneration for the work undertaken by them, however it is recommended that a fee of \$100.00 per day be implemented commencing May 1, 2020. It is recommended that the remuneration and costs to conduct the Hearings be funded from budget transfers to the City Clerk’s Office from Development and Compliance Services under the Administrative Monetary Penalties By-law and revenue received from the fee submitted with an appeal request. It is noted that an appeal fee is not applicable under the Administrative Monetary Penalties By-law.

Conclusion

The Civic Administration is recommending that the Municipal Council appoint Dan Ross and Christene Scrimgeour as additional Hearings Officers to assist with the appeals workload.

| |
|--------------------------------------|
| PREPARED AND RECOMMENDED BY: |
| |
| CATHY SAUNDERS CITY CLERK |

APPENDIX “A”

Bill No.
2020

By-law No.

A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”.

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 23.2 of the *Municipal Act, 2001*, as amended permits a municipal Council to delegate its powers and duties to an individual who is an officer of the municipality;

AND WHEREAS the Council of The Corporation of the City of London enacted By-law No. A.-6653-121 being “A by-law to establish the positions of Hearings Officer” on April 18, 2011 and amended on June 26, 2018;

AND WHEREAS the Council of The Corporation of the City of London wishes to appoint Dan Ross and Christene Scrimgeour as Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”;

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

1. Dan Ross and Christene Scrimgeour be hereby appointed as Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 24, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading - March 24, 2020
Second reading – March 24, 2020
Third reading – March 24, 2020

APPENDIX “B”

Christene Scrimgeour

Christene Scrimgeour is managing partner of Scrimgeour & Company CPA, Professional Corporation. The firm was established in 1998 and currently audits thirteen municipalities in Southwestern Ontario, as well as many not-for-profit organizations, registered charities and foundations. In addition, the firm provides extensive tax, accounting and advisory services.

Christene’s professional activities include teaching A.M.C.T.O. courses and delivering speeches at various municipal functions. She attends Municipal Finance Officers Association’s (MFOA) annual conference and CPA Ontario PSAB courses.

Christene is a member of CPA Ontario’s Practice Inspection Committee and past founding member of CPA Ontario’s Small Practice Committee.

Dan Ross

Dan Ross is a retired London lawyer and local business owner who has served on many community organizations, including the London Health Sciences Foundation and the Richard Ivey School of Business. He continues to be strongly engaged in various local volunteer opportunities. Mr. Ross has also served as a Commissioner on Ontario’s Health Services Restructuring Commission and as Chair of the Council Compensation Review Task Force.

In addition to his legal and business expertise, Mr. Ross has diverse skills covering such areas as Planned Giving, Stewardship, Fundraising, Annual Giving, Event Management, Philanthropy, Volunteer Management, Strategic Planning, Non-profits, Leadership, Coaching, Event Planning Community Development, Community Outreach, Grant Writing, Strategic Communications, Media Relations, Leadership Development, Public Relations, Public Speaking, Board Development, Prospect Research, Corporate Communications and Marketing Communications.

APPENDIX “C”

By-law No. A.-6653-121, as amended
being “A by-law to establish the
positions of Hearings Officers”.

WHEREAS Council of The Corporation of the City of London considers it necessary and desirable to establish the positions of Hearings Officers to whom may be delegated quasi-judicial and legislative authority under various City By-laws;

AND WHEREAS Section 23.2 of the *Municipal Act, 2001* permits a municipal Council to delegate its powers and duties to an individual who is an officer of the municipality;

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

1. In this By-law,
 - (a) “Child” means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of her or his family;
 - (b) “City” means The Corporation of the City of London;
 - (c) “Council” means the Council of the City;
 - (d) “Delegated Power of Decision” means a power or right, conferred by or under a City By-law, to make a decision deciding or prescribing,
 - i) the legal rights, powers, privileges, immunities, duties or liabilities of any person or party, or
 - ii) the eligibility of any person or party to receive, or to the continuation of, a benefit or licence, whether the person is legally entitled thereto or not;
 - (e) “hearing” means any hearing in a proceeding;
 - (f) “Hearings Officer” means each person from time to time appointed by Council pursuant to section 3 of this By-law;
 - (g) “Parent” means a person who has demonstrated a settled intention to treat a child as a member of her or his family whether or not that person is the natural parent of the child;
 - (h) “proceeding” means any matter brought before a Hearings Officer for a hearing; and
 - (i) “Spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage.
2. The positions of Hearings Officers are hereby established for the purpose of exercising Delegated Powers of Decision.
3. Hearings Officers shall be appointed by Council on the recommendation of the City Clerk which recommendation shall give preference to eligible candidates:
 - a) with knowledge and prior experience in administrative law;
 - b) of good character;
 - c) able to carry out a fair and impartial hearing;

- d) able to write a clear and concise decision;
 - e) able to communicate effectively with the public;
 - f) with excellent written and oral communication skills;
 - g) with an understanding of the *Statutory Powers Procedure Act, R.S.O. 1990, c.S.22*;
 - h) with an understanding of the *Municipal Act, 2001, S.O. 2001, c. 25*;
 - i) who are Canadian citizens;
 - j) who can provide a satisfactory Police records check.
4. The following are not eligible for appointment as Hearings Officer:
 - a) an employee or member of Council of the City;
 - b) the Child of a person referenced in 4(a);
 - c) the Parent of a person referenced in 4(a);
 - d) the Spouse of a person referenced in 4(a); or
 - e) a person indebted to the City other than:
 - i) in respect of current real property taxes; or
 - ii) pursuant to an agreement with the City the terms with which the person is in compliance.
 5. Each Hearings Officer shall hold office at the pleasure of Municipal Council.
 6. The Rules of Practice and Procedure governing all proceedings before a Hearings Officer are set out in Schedule 1 to this By-law.
 7. A decision by a Hearings Officer is a statutory power of decision within the meaning of the *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22* and that Act, except for Sections 17.1 (power to award costs), 18 (requirement to send copies of final decision and order) and 19 (enforcement of order by filing with Superior Court of Justice), applies to a Hearings Officer and any hearing conducted by her or him.
 8. The City Clerk or his or her designate, shall determine the scheduling of hearings before any Hearings Officer having regard to the efficiency and timeliness of hearings processes and to the availability of Hearings Officers.
 9. No person shall attempt, directly or indirectly, to communicate with or influence a Hearings Officer respecting the determination of an issue respecting a Delegated Power of Decision in a proceeding that is or will be pending before the Hearings Officer except a person who is entitled to be heard in the proceeding or the person's lawyer or licensed paralegal and only by that person or the person's lawyer or licensed paralegal during the hearing in which the issue arises. Failure to comply with this section constitutes an offence.
 10. Section 9 does not prevent a Hearings Officer from seeking and receiving legal advice including from a lawyer in the City Solicitor's Office.
 11. The City Clerk shall provide administrative support related to proceedings before a Hearings Officer, including without limitation, the making and keeping of minutes and records of all requests for hearings and appeals and decisions arising therefrom and of all other official business of Hearings Officers.
 12. Section 253 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended (Inspection of Records) applies with necessary modifications to documents made or kept pursuant to section 11.
 13. This by-law may be referred to as the "Hearings Officer By-law".

14. This By-law is in force and effect on the date it is passed.

PASSED in Open Council on April 18, 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

SCHEDULE 1

RULES OF PRACTICE AND PROCEDURE FOR HEARINGS BEFORE A HEARINGS OFFICER

1. DEFINITIONS

1.1 In these Rules, unless the context otherwise requires, the following terms have the following meanings:

"appellant" means a person making an appeal under any by-law of the City which permits an appeal to a Hearings Officer;

"City" means The Corporation of the City of London;

"Clerk" means the City Clerk of The Corporation of the City of London or her or his designate;

"document" includes a written document, sound recording, videotape, file, photograph, chart, graph, map, plan, survey, book of account and information recorded or stored by means of any device;

"electronic hearing" means a hearing held by conference telephone call or some other form of electronic technology allowing persons to hear one another;

"hearing" means any hearing in a proceeding;

"Hearings Officer" means a Hearings Officer appointed under the City's Hearings Officer By-law;

"holiday" means:

- (i) any Saturday or Sunday;
- (ii) New Year's Day;
- (iii) Family Day;
- (iv) Good Friday;
- (v) Easter Monday;
- (vi) Victoria Day;
- (vii) Canada Day;
- (viii) Civic Holiday;
- (ix) Labour Day;
- (x) Thanksgiving Day;
- (xi) Christmas Day;
- (xii) Boxing Day; and extended holiday closure, and
- (xiii) Any special holiday proclaimed by the Governor General of Canada or the Lieutenant Governor of Ontario, and where New Year's Day or Canada Day falls on a Saturday or Sunday, the following Monday is a holiday, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are holidays, and where Christmas Day falls on a Friday, the following Monday is a holiday;

"motion" means a request for a decision, order or direction of the Hearings Officer made during a proceeding;

"oral hearing" means a hearing at which the parties or their counsel, agents or other representatives attend in person;

"party" means a party specified as a party by law, the person who is the subject of a hearing, a person who has requested a hearing pursuant to law and any person who has been given party status by a Hearings Officer, and shall where applicable, include the City;

"proceeding" means a matter brought before a Hearings Officer for a hearing;

"Rules" means these rules; and

"written hearing" means a hearing held by means of the exchange of documents whether in written form or by electronic means.

2. APPLICATION

- 2.1 These Rules apply to all proceedings before a Hearings Officer exercising a delegated power of decision under the City's Hearings Officer By-law.
- 2.2 These Rules do not apply if a statute or by-law provides for a different procedure to govern proceedings of a Hearings Officer in the exercise of his or her duties.

3. INTERPRETATION

- 3.1 These Rules shall be broadly interpreted so as to ensure the most just and expeditious determination of a hearing on its merits.
- 3.2 Where procedures are not provided for in these Rules, a Hearings Officer may do whatever is necessary and permitted by law to effectively determine the matter before him or her.
- 3.3 A Hearings Officer may exercise any of his or her powers under these Rules on his or her own initiative or at the request of a party.
- 3.4 A defect in form or other technical breach will not make a proceeding invalid.
- 3.5 Where a party to a proceeding has not complied in full with any Rule or procedural order, the Hearings Officer may:
 - (a) grant all necessary amendments or other relief, subject to such conditions as the Hearings Officer considers just;
 - (b) adjourn the proceeding until it is satisfied that such Rule or procedural order has been complied with; or
 - (c) take such other steps as the Hearings Officer considers just and reasonable.

4. CALCULATION OF TIME

- 4.1 To calculate time under these Rules or a procedural order:
 - (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens;
 - (b) where the time for doing an act under these Rules expires on a holiday, the act may be done on the next day that is not a holiday;
 - (c) where a time of day is mentioned in these Rules or in any order in a proceeding, the time referred to shall be the time observed locally in the City of London; and
 - (d) Where a document is filed or served after 4:00 p.m. on any day or at any time on a holiday, the document shall be deemed to have been filed or served on the next day that is not a holiday.

5. EXTENDING OR ABRIDGING TIME

- 5.1 A Hearings Officer may extend or abridge any time prescribed in these Rules or established by a procedural order during a proceeding, on such terms as are just. Where a party cannot meet a time limit prescribed by the Rules, the party shall promptly notify the Clerk and apply for an extension of time by motion.

6. FILING

- 6.1 Filing of any document by any party to a hearing with the Clerk may be effected by personal delivery, by ordinary or registered mail, by fax transmission, by courier, by email or otherwise as the Hearings Officer may order.
- 6.2 All written documents filed shall be legible.

- 6.3 All documents filed with the Clerk by a party shall be served on all other parties by the party forthwith after filing.
- 6.4 Where a document is filed, the Clerk shall date stamp the document. Subject to Rule 4.1, the date of the receipt stamp on the document shall be deemed to be the date of filing, unless the Hearings Officer orders otherwise. A party may request confirmation from the Clerk that a document filed was properly received.
- 6.5 Where the Hearings Officer and the Clerk have no record of the receipt of a document alleged to have been filed, the documents shall be deemed not to have been filed, unless the Hearings Officer orders otherwise.
- 6.6 Where a filing is made by fax, the document shall include a cover page containing the following items:
- (a) the name, address and telecommunication numbers of the sender;
 - (b) the date and time the document is transmitted;
 - (c) the telephone number from which the document is transmitted;
 - (d) the total number of pages transmitted including the cover page; and
 - (e) the name and telecommunication numbers of a person to contact if a problem arises with the transmission of the fax.
- 6.7 The Hearings Officer may direct that where a document is filed by electronic transmission, by email, or by fax, the original and all copies required shall be delivered by a specified time.

7. SERVICE OF DOCUMENTS

- 7.1 Service means the effective delivery of a document to a person or to the representative of that person. Service may be made by:
- (a) personal delivery by delivering the document to the person;
 - (b) courier service to the person's last known address;
 - (c) ordinary or registered mail to the person's last known address;
 - (d) email to the person's last known email address;
 - (e) fax to the person's last known fax transmission number; or
 - (f) otherwise as the Hearings Officer may order.
- 7.2 Without limiting the ability of the Hearings Officer to order service in some other manner, the Hearings Officer may direct service be made by public advertisement.
- 7.3 Where an oral or electronic hearing is in progress, service may also be made by:
- (a) providing the document to the parties present at the hearing;
 - (b) serving the document on any other party who is not present and requests a copy of the document; or
 - (c) any other means directed by the Hearings Officer.
- 7.4 Where a service is made by fax, the document shall include a cover page containing the following items:
- (a) the name, address and telecommunication numbers of the sender;
 - (b) the name of the person to be served;
 - (c) the date and time the document is transmitted;
 - (d) the telephone number from which the document is transmitted;
 - (e) the total number of pages transmitted including the cover page; and
 - (f) the name and telecommunication numbers of a person to contact if a problem arises with the transmission of the fax.
- 7.5 A document that is more than 20 pages may not be served by fax on other parties unless prior consent from the intended recipient is obtained.

- 7.6 Subject to Rule 4.1, service will be effective:
- (a) if the document is delivered by personal delivery, courier, email or fax, on the same day that delivery is made;
 - (b) if the document is delivered by regular or registered mail, on the 5th day after the date of mailing;
 - (c) if service is made by public advertisement, on the last day of publication where there is more than one day of publication or the day of publication where there is only one day of publication; or
 - (d) if service is made by any other means, within the time frames directed by the Hearings Officer.
- 7.7 The Hearings Officer may direct a party who has served a document to file an affidavit of service that indicates how, when and to whom service was made.

8. NOTICE OF APPEAL / REQUEST FOR HEARING

- 8.1 Where an appellant requests a hearing before a Hearings Officer, the notice of appeal shall be in writing, shall be filed with the Clerk and shall include:
- (a) an identification of the appellant and any other party;
 - (b) the addresses, telephone numbers, email address and, where available, fax number for each person identified in clause (a);
 - (c) the name, address telephone number and email address of any agent, representative or lawyer representing the appellant or any other party identified in clause (a);
 - (d) whether special services or accommodation are required, including translation services or services for the visually or hearing impaired;
 - (e) the reasons in support of the appeal; and
 - (f) the signature of the appellant or representative.
- 8.2 Within 5 days after receiving a notice of appeal, the Clerk shall notify the appellant or the appellant's representative, if:
- (a) the documents are incomplete;
 - (b) the documents are received after the time required for filing a notice of appeal has elapsed; or
 - (c) there is some other technical defect in the notice of appeal.
- 8.3 Where the Clerk decides not to process the notice of appeal due to a deficiency listed in Rule 8.2, the Clerk shall provide the party filing the request for hearing notice of such decision, specifying the deficiencies which need to be corrected. Such notice shall advise that the notice of appeal may be commenced upon the party correcting the deficiencies listed in the notice except if the notice has been received after the time required for commencing the proceeding has elapsed.
- 8.4 Subject to Rules 8.2 and 8.3, upon receipt of a request for hearing pursuant to Rule 8.1, the Clerk shall set the hearing date and determine the location and format of the hearing. Upon setting the hearing date and determining the location and format of the hearing, the Clerk shall, provide a written notice of hearing to the parties and others as required by law and as the Clerk considers necessary.
- 8.5 A Notice of Hearing shall contain:
- (a) a reference to the statutory authority or by-law authority under which the hearing is being held;
 - (b) a statement of the time and the purpose of the hearing;
 - (c) a statement that if the party does not participate in the hearing in accordance with the notice, the Hearings Officer may proceed without the party's participation and the party will not be entitled to any further notice in the proceeding;
 - (d) any other information the Clerk considers necessary for the proper conduct of the hearing.

- 8.6 In addition to the requirements for a notice of hearing set out in Rule 8.5, a notice of hearing for an oral hearing shall contain:
- (a) the location of the hearing; and
 - (b) a statement that the hearing will be open to the public unless the Hearings Officer directs otherwise.
- 8.7 In addition to the requirements for a notice of hearing set out in Rule 8.5, a notice of hearing for an electronic hearing shall contain:
- (a) details about the manner in which the hearing will be held; and
 - (b) a statement that a Hearings Officer shall not hold an electronic hearing if a party satisfies the Hearings Officer that holding an electronic rather than an oral hearing is likely to cause the party significant prejudice.
- 8.8 In addition to the requirements for a notice of hearing set out in Rule 8.5, a notice of hearing for a written hearing shall contain:
- (a) a statement that the parties will be required to exchange documents with other parties;
 - (b) a statement that the parties will have an opportunity to ask questions in writing on the documents, which the other parties will be required to answer, and will have an opportunity to make submissions; and
 - (c) a statement that the Hearings Officer shall not hold a written hearing if a party satisfies the Hearings Officer that there is good reason for not doing so.

9. DISMISSING PROCEEDINGS WITHOUT A HEARING

- 9.1 The Hearings Officer may dismiss a proceeding without a hearing if:
- (a) the proceeding is frivolous, vexatious or is commenced in bad faith;
 - (b) the proceeding relates to matters that are outside the jurisdiction of the Hearings Officer; or
 - (c) some aspect of the statutory requirements for bringing the proceeding has not been met.
- 9.2 Before dismissing a proceeding under this Rule, the Hearings Officer shall give notice of his or her intention to dismiss the proceeding to all parties setting out the reasons for the dismissal and informing the parties of their right to make written submissions to the Hearings Officer within 10 days of notice being given.

10. PROCEDURAL ORDERS

- 10.1 In any proceeding, the Hearings Officer may issue procedural orders which shall govern the conduct of the proceeding.
- 10.2 The Hearings Officer may, at any time during a proceeding, amend any procedural order which he or she has issued.
- 10.3 The Hearings Officer may, where satisfied that the special circumstances of the proceeding so require, vary or waive compliance with all or any part of any Rule at any time by making a procedural order.
- 10.4 Where a provision of these Rules is inconsistent with a procedural order, the procedural order shall prevail.
- 10.5 Subject to any procedural order issued by the Hearings Officer, the parties to a proceeding may, on consent, waive any of the provisions of these Rules.
- 10.6 A party seeking a waiver of any of the provisions of these Rules shall do so on a timely basis.

11. MOTIONS

- 11.1 The party bringing the motion shall file with the Clerk a copy of the notice of motion setting out the relief sought, the grounds for the motion, the evidence to be relied upon, and the relief sought and serve a copy of the material filed on the other parties.

- 11.2 The Hearings Officer shall direct the procedure to be followed for hearing the motion and may set applicable time limits.
- 11.3 A motion may be made during a hearing, with or without notice, and shall be disposed of in such manner as the Hearings Officer considers appropriate.

12. DISCLOSURE

- 12.1 The Hearings Officer may, at any stage in a proceeding make orders for:
- (a) the exchange of documents;
 - (b) the oral or written examination of a party; or
 - (c) any other form of disclosure.
- 12.2 The Hearings Officer's power to make orders for disclosure is subject to any statute or regulation that applies to the proceeding and nothing in this Rule requires the disclosure of any document which is privileged by law.
- 12.3 Where the good character, propriety of conduct or competence of a party is an issue in a proceeding, the party is entitled to be furnished prior to the hearing with reasonable information of any allegations with respect thereto.

13. SUMMONSES

- 13.1 The Hearings Officer may require any person, including a party, to attend at the hearing to give evidence under oath or affirmation and to produce in evidence documents and things as specified by the Hearings Officer relevant to the subject matter of the hearing and admissible at a hearing.
- 13.2 A party may request a summons to witness which may be issued by the Hearings Officer provided that he or she is satisfied by the party requesting the summons that the person to be summoned is able to give material evidence in the proceeding.
- 13.3 A summons issued under Rule 13.1 or 13.2 shall be in the form prescribed by the *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22* and signed by the Hearings Officer and shall be served personally on the person summoned.
- 13.4 A person summoned under Rule 13.1 is entitled to receive from the City and a person summoned under Rule 13.2 is entitled to receive from the party who summoned him/her the fees or allowances for attending at or otherwise participating in the hearing as are paid to a person in accordance with Tariff 'A' of the Rules of Civil Procedure.

14. HEARINGS

- 14.1 The Hearings Officer may hold:
- (a) an oral hearing;
 - (b) a written hearing;
 - (c) an electronic hearing; or
 - (d) a hearing which combines one or more of the above formats.
- 14.2 A party to a proceeding may be represented by counsel, agent or other representative. A representative may act on behalf of and represent a person in respect of a proceeding or hearing before the Hearings Officer where the Hearings Officer is satisfied that:
- (a) the person is entitled to be heard by the Hearings Officer;
 - (b) the representative is a lawyer, a licensed paralegal or a person who is exempt from the requirement to be licensed by By-law passed pursuant to the *Law Society Act, R.S.O. 1990, c. L.8*;
 - (c) the person has authorized in writing the representative to act on behalf of and to represent the person in the particular proceeding or hearing;
 - (d) the written authorization specifies the representative's qualification for the purpose of paragraph 6.3(b) including, in the case of a representative who claims to be exempt from the requirement to be licensed, the particular ground prescribed by By-law passed pursuant to the *Law Society Act*,

R.S.O. 1990, c. L.8 upon which the representative purports to be exempt;
and

- (e) the written authorization has been filed in the proceeding or hearing before the Hearings Officer and remains in effect.
- 14.3 If a person requires a translator at any time during a proceeding, the person must provide the translator at the person's own expense.
- 14.4 Hearings shall be open to the public except where the Hearings Officer is of the opinion that,
- (a) matters involving public security may be disclosed; or
 - (b) intimate financial or personal matters or other matters may be disclosed at the hearing of such a nature, having regard to the circumstances, that the desirability of avoiding disclosure thereof in the interests of any person affected or in the public interest outweighs the desirability of adhering to the principle that hearings be open to the public, in which case the Hearings Officer may hold the hearing in the absence of the public.
- 14.5 No person shall take or attempt to take a photograph, motion picture, video recording, or other recording capable of producing visual or aural representations by electronic means or otherwise, at any hearing otherwise open to the public, except in the following circumstances:
- (a) No fewer than three (3) days prior to the hearing, the person gives written notice to the Clerk of the person's intention to request the Hearings Officer for permission to record the hearing which notice specifies the proposed means of recording;
 - (b) The person bears all costs related to the proposed recording;
 - (c) Where the person proposes verbatim transcription:
 - i) the recording is undertaken by a qualified verbatim reporter;
 - ii) all testimony and submissions respecting the hearing are recorded; and
 - iii) the person delivers to the Clerk no fewer than two (2) certified copies of the transcript prepared by the qualified verbatim reporter within three (3) days of the reporter's completion of the transcript;
 - (d) the Hearings Officer determines that the hearing will not be disrupted or delayed if approval is given;
 - (e) the Hearings Officer determines that the approval will not result in any prejudice to any party to the proceeding;
 - (f) prior to the commencement of the hearing, the Hearings Officer authorizes the recording and has not revoked the authorization; and
 - (g) the recording is undertaken only in accordance with the Hearings Officer's approval including any terms or conditions to such approval.
- 14.6 A party may:
- (a) at any hearing, present evidence and submissions; and
 - (b) at an oral or electronic hearing, call and examine witnesses and conduct cross-examinations of witnesses reasonably required for a full and fair disclosure of all matters relevant to the issues in the proceeding.
- 14.7 Unless the Hearings Officer directs otherwise, the process for all hearings shall be as follows:
- (a) the Hearings Officer will call the hearing to order and may advise the parties of the hearing process;
 - (b) the Hearings Officer may decide which of the parties it wished to hear from first, but it is customary that the City proceed first;
 - (c) a party may make a brief opening statement;
 - (d) the Hearings Officer will swear or affirm the witnesses;
 - (e) each party will present its case by calling witnesses. The process for each witness to give evidence is: direct examination, cross-examination and re-examination, if any;

- (f) the Hearings Officer may ask questions of the witnesses at any time;
 - (g) a party may make a brief closing statement;
 - (h) this process is subject to change by the Hearings Officer if he or she finds that there is a fairer way of proceeding.
- 14.8 All parties to a hearing shall bring to the hearing legible copies of all documents they intend to rely on during the hearing for the Hearings Officer and the other parties.
- 14.9 The Hearings Officer may adjourn a hearing at any time on such conditions as he or she considers just.
- 14.10 Where a person is properly notified of a hearing and does not attend at the time and place appointed, the Hearings Officer may proceed in that person's absence and without further notice to that person.

15. EVIDENCE AT HEARINGS

- 15.1 The Hearings Officer may admit as evidence at a hearing, whether or not given or proven under oath or affirmation or admissible in a court,
- (a) any oral testimony; and
 - (b) any document or other thing,
- relevant to the subject matter of the proceeding and may act on such evidence, but the Hearings Officer may exclude anything unduly repetitious.
- 15.2 Nothing is admissible in evidence at a hearing, that would be inadmissible in a court by reason of any privilege under the law of evidence or that is inadmissible by the statute or by-law under which the proceeding arises or any other statute.
- 15.3 Nothing in Rule 15.1 overrides the provisions of any act expressly limiting the extent to or purposes for which any oral testimony, documents or things may be admitted or used in evidence in any hearing.
- 15.4 Where the Hearings Officer is satisfied as to its authenticity, a copy of a document or other thing may be admitted as evidence at a hearing.
- 15.5 Where a document has been filed in evidence at a hearing, the Hearings Officer may, or the person producing it or entitled to it may with the leave of the Hearings Officer, cause the document to be photocopied and the Hearings Officer may authorize the photocopy to be filed in evidence in the place of the document filed and release the document filed, or may furnish to the person producing it or the person entitled to it a photocopy of the document filed certified by the Hearings Officer.
- 15.6 In any hearing before the Hearings Officer, a statement respecting a matter related to the hearing purporting to be signed by any of the following individuals in relation to their respective individual areas of responsibility is receivable in evidence as proof, in the absence of evidence to the contrary, of the facts stated in the statement for all purposes in the hearing:
- (a) the City Planner
 - (b) the City's Licence Manager
 - (c) the City's Manager of By-law Enforcement
 - (d) an Animal Control Officer of the City of London
 - (e) a person authorized by a City by-law to undertake inspections.
- 15.7 The Hearings Officer may, in making a decision in any hearing,
- (a) take notice of facts that may be judicially noticed; and
 - (b) take notice of any generally recognized scientific or technical facts, information or opinions within his or her scientific or specialized knowledge.

16. WITNESSES

- 16.1 Unless these Rules provide otherwise, witnesses at a hearing shall be examined orally and the examination may consist of direct examination, cross-examination and re-examination. The Hearings Officer may determine whether or not evidence from a witness needs to be under given under oath or affirmation.

- 16.2 There shall be no undue harassment or embarrassment of a witness as he or she is giving evidence. The Hearings Officer may disallow a question put to the witness that is vexatious or irrelevant to any matter that may be properly inquired into at the hearing.
- 16.3 The Hearings Officer may at any time during a hearing direct that a witness be recalled for further examination.
- 16.4 Where a witness appears unwilling or unable to give answers to the questions being asked, the Hearings Officer may permit the party calling the witness to examine the witness by means of leading questions.
- 16.5 A witness has the right to be advised by counsel or an agent as to his or her rights. Such counsel shall take no other part in the hearing without the permission of the Hearings Officer.

17. EVIDENCE WRITTEN HEARINGS

- 17.1 Where a proceeding is conducted in writing, the evidence of a witness shall be given by affidavit or, subject to the approval of the Hearings Officer, as agreed upon by the parties.
- 17.2 All parties are entitled to receive copies of every document that the Hearings Officer receives in a written hearing.

18. DECISIONS

- 18.1 The Hearings Officer will determine the issues before him or her as he or she considers just. All decisions of a Hearings Officer shall be in writing.
- 18.2 The Hearings Officer does not have the power to award costs of the proceedings to a party.
- 18.3 The Hearings Officer will provide his or her decision with his or her reasons in support of the decision, if any, to the Clerk and the Clerk shall send a copy of the decision to the parties.
- 18.4 The Hearings Officer may at any time correct a typographical error, error of calculation, misstatement, ambiguity, technical error or other similar error made in his or her decision, direction or order.

19. RECORD OF PROCEEDINGS

- 19.1 The Clerk shall compile a record of any proceedings before a Hearings Officer which shall include:
- (a) the notice of the hearing;
 - (b) all orders and decisions made by the Hearings Officer;
 - (c) all documentary evidence filed at the hearing subject to any limitation expressly imposed by any other Act on the extent to or the purposes for which any such documents may be used in evidence in any proceeding;
 - (d) any other documents that in the opinion of the Clerk or the Hearings Officer should be included in the record of proceedings.

20. STATUTORY POWERS OF PROCEDURE ACT

- 20.1 These Rules have been approved by the Council of the Corporation of The City of London and are intended to be rules contemplated by section 25.1 of the *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22.*

21. SEVERABILITY

- 21.1 If any provision of these Rules is or becomes illegal, invalid or unenforceable, the illegality, invalidity or enforceability of that provision shall not affect the legality, validity or enforceability of the remaining provisions of these Rules.

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| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING MARCH 9, 2020 |
| FROM: | CATHY SAUNDERS CITY CLERK |
| SUBJECT: | APPLICATION – ISSUANCE OF PROCLAMATION GURU NANAK MISSION SOCIETY, LONDON ON |

RECOMMENDATION

That, the Civic Administration BE ADVISED as to how Municipal Council wishes to proceed with the attached (Appendix “A”) Proclamation request.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Corporate Services Committee – December 3, 2019
Corporate Services Committee – January 6, 2020

BACKGROUND

The Issuance of Proclamations Policy is attached as Schedule “A” for information purposes.

CONCLUSION

The Civic Administration is seeking direction from the Municipal Council as to how they wish to proceed with the attached (Appendix “A”) proclamation request received on February 14, 2020 from the Guru Nanak Mission Society, London ON requesting that the month of April be proclaimed “Sikh Heritage Month”.

The following sets out the review process for Applications for proclamations:

- The cause or event must contribute to the economic, social and cultural fabric of the City of London
- Proclamations will not be issued for the following:
 - I. Matters of political controversy, ideological or religious beliefs or individual conviction
 - II. Events or organizations with no direct connection to the city
 - III. Campaigns or events contrary to City of London policies or by-laws
 - IV. National, Independence or Republic Days
 - V. Campaigns or events intended for profit-making purposes
 - VI. Recognition of individuals
 - VII. Recognition of events or organizations that espouse discrimination, hatred, violence or racism
 - VIII. Matters attempting to influence government policy
 - IX. Matters designed to incite hatred or disorder

The Civic Administration is seeking direction from Municipal Council with respect to this matter.

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| SUBMITTED BY: |
| |
| CATHY SAUNDERS CITY CLERK |

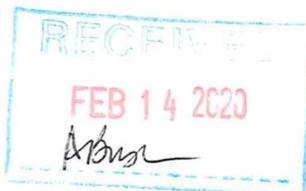
APPENDIX "B"

Proclamation Request Form

Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

Request details

| | |
|--|--|
| Name of Organization | Guru Nanak Mission Society |
| Date Proclamation Required | April 2020 |
| Proclamation Name | Sikh Heritage Month |
| Proclamation Type (day), (week), (month) | month |
| Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) | A Cultural Celebration |
| Requester Name | Saravinder Singh Dohil & Shawna Lewkowit |
| Requester Telephone Number | |
| Requester Email Address | gurunanak.mission.society@gmail.com |
| Requester Address | 951 Ketteridge St. London N6H0E7 |
| Required Supporting Documents | <ul style="list-style-type: none"> • Detail information on the Organization • Detail information on the Event • Confirmation of authorization from the Organization to submit the request |
| <p>The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws.</p> | |
| Signature | Date |
|  | Feb-13-2020 |
| <p>NOTICE OF COLLECTION OF PERSONAL INFORMATION</p> <p>Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: cсаunder@london.ca</p> | |



Administration of Policy:

- e) The cause or event must contribute to the economic, social and cultural fabric of the City of London.
- f) Repeat requests must be submitted on an annual basis.
- g) An organization may request one proclamation per calendar year.
- h) Organization do not have exclusive rights to the day, week, or month being proclaimed.
- i) Proclamations of a similar topic will be issued on a first come first served basis.
- j) The City of London will not incur any expenses relating to the advertising or promotion of a proclamation. Recipients are responsible for the promotion of the proclamation, organization of related activities and for all associated costs.
- k) Proclamations will not be issued for:
 - *Matters of political controversy, ideological or religious beliefs or individual conviction.*
 - Events or organizations with no direct connection to the City of London.
 - Campaigns or events contrary to City of London policies or by-laws.
 - National, Independence or Republic Days.
 - Campaign or events intended for profit-making purposes.
 - Recognition of individuals.
 - Recognition of events or organizations that espouse discrimination, hatred, violence or racism.
 - Matters attempting to influence government policy.
 - Matters designed to incite hatred or disorder.
- l) The City of London reserves the right to refuse to issue a proclamation.

GURU NANAK MISSION SOCIETY, LONDON ON |

951 Kettleridge Street, London, ON N6H 0E7 1-833-335-9622
gurunanakmissionsociety@gmail.com

City of London,
300 Dufferin Avenue,
London, ON N6A 4L9

RE: Request for Proclamation: April as Sikh Heritage Month

The Sikh community has been a proud member of the City of London for many years. It is known for its generosity, hospitality and rich culture and heritage. To this end, we would like the City of London to proclaim April as Sikh Heritage Month. We chose April as it is the birth of Khalsa or Sikh community.

We are consistently working to aid those in need of help regardless of their race or creed. Last Christmas, we distributed hundreds of hats and mittens to people experiencing homelessness. We served food at the corner of Richmond and Angel street. We have affiliations with United Way and Men's Mission. We are well integrated into the fabric of London's community and embrace any opportunity to help. We encourage our youth to take on the service we so proudly do.

Sikh history with Canada goes back to fighting side by side in both of the Great Wars. Celebrating Sikh Heritage month provides opportunities to see the best of our culture and allows us to forge greater bonds within London. We would be joining other Ontario cities such as Ottawa Hamilton, Windsor, the Province of Ontario and our Federal government who all proclaimed April as Sikh Heritage Month.

We feel London is one of the leaders in showcasing diversity and inclusion. By proclaiming April as Sikh Heritage month, London becomes actively engaged in the process of providing support to all Londoners to feel welcome. Through sharing knowledge and history, Londoners build the community that collaborates and progresses the City into a positive direction for today and future generations. Thank you for considering our application. Should you have any questions, please feel free to reach out.

Sincerely,

Sarvarinder Singh Dohil, President Guru Nanak Mission Society
gurunanakmissionsociety@gmail.com

Shawna Lewkowitz, Community Leader
shawna@lewkowitz.com

Proclamation text:

Sikh Heritage Month – April, 2020

That, April 2020 BE PROCLAIMED as Sikh Heritage Month in the City of London; it being noted on the application under the Issuance of Proclamations Policy, to recognize and proclaim "Sikh Heritage Month" on April 1st 2020 to April 30th 2020; it being further noted that every April, Sikhs across Canada participate in Sikh Heritage Month festivities and events that honour the birth of Khalsa and the rich heritage of the culture. Londoners are invited to participate and learn through the many activities that will be happening throughout the month of April.

Organization information:

Guru Nanak Mission Society is a local nonprofit organization that has been in operation locally for six years. We seek to support the Sikh and broader community through fundraising, events and cultural learning opportunities.

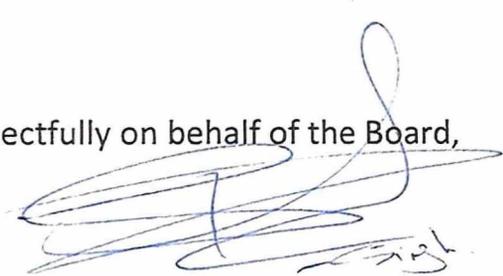
https://www.facebook.com/pg/gurunanakmissionsociety/about/?ref=page_internal

February 13, 2020

City of London,

We as the Board of **Guru Nanak Mission Society** authorize on our behalf Sarvarinder Singh Dohil, President Guru Nanak Mission Society and Shawna Lewkowitz, to submit this Proclamation request to the City of London, for April 2020 to be proclaimed Sikh Heritage Month.

Respectfully on behalf of the Board,



President, Saravinder Singh Dohil



Issuance of Proclamations Policy

Policy Name: Issuance of Proclamations Policy

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

Last Review Date: January 6, 2020

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the requirements for the issuance of proclamations.

2. Definitions

2.1 Not applicable.

3. Applicability

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

4. The Policy

4.1. Proclamations are ceremonial documents issued and signed by the Mayor on behalf of City of London Council that officially recognizes public awareness campaigns; charitable fundraising campaigns; and arts and cultural celebrations of organizations that reside/operate within the City of London. The requester must clearly identify the significance and connection of the proclamation to the mandate and goals as set out in the City of London's Strategic Plan. A proclamation does not constitute a personal or civic endorsement.

Application Process

- a) Proclamations requests are to be submitted on the City of London Application form to the City Clerk's Office at least six (6) weeks in advance of the requested issuance date.
- b) The Application must provide sufficient background information about the organization, cause or event being proclaimed and the proposed text for inclusion in the proclamation. The proposed text is subject to approval by the City of London to ensure compliance with City of London's policies and by-laws.
- c) Upon receipt of the Application, the City Clerk's Office will review the Application in accordance with this Policy and if the Application appears to be in compliance with the Policy, the Application will be placed on the next available Corporate Services Committee meeting for consideration.
- d) The Corporate Services Committee will review the Application and provide a recommendation to the Municipal Council for consideration with respect to the disposition of the Applications.

Administration of Policy:

- e) The cause or event must contribute to the economic, social and cultural fabric of the City of London.
- f) Repeat requests must be submitted on an annual basis.
- g) An organization may request one proclamation per calendar year.
- h) Organization do not have exclusive rights to the day, week, or month being proclaimed.
- i) Proclamations of a similar topic will be issued on a first come first served basis.
- j) The City of London will not incur any expenses relating to the advertising or promotion of a proclamation. Recipients are responsible for the promotion of the proclamation, organization of related activities and for all associated costs.
- k) Proclamations will not be issued for:
 - Matters of political controversy, ideological or religious beliefs or individual conviction.
 - Events or organizations with no direct connection to the City of London.
 - Campaigns or events contrary to City of London policies or by-laws.
 - National, Independence or Republic Days.
 - Campaign or events intended for profit-making purposes.
 - Recognition of individuals.
 - Recognition of events or organizations that espouse discrimination, hatred, violence or racism.
 - Matters attempting to influence government policy.
 - Matters designed to incite hatred or disorder.
- l) The City of London reserves the right to refuse to issue a proclamation.

| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING MARCH 9, 2020 |
| FROM: | CATHY SAUNDERS CITY CLERK |
| SUBJECT: | APPLICATION – ISSUANCE OF PROCLAMATION GBS/CIPD FOUNDATION OF CANADA |

RECOMMENDATION

That, the Civic Administration BE ADVISED as to how Municipal Council wishes to proceed with the attached (Appendix “A”) Proclamation request.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Corporate Services Committee – December 3, 2019
Corporate Services Committee – January 6, 2020

BACKGROUND

The Issuance of Proclamations Policy is attached as Schedule “A” for information purposes.

CONCLUSION

The Civic Administration is seeking direction from the Municipal Council as to how they wish to proceed with the attached (Appendix “A”) proclamation request received on February 19, 2020 from the GBS/CIDP Foundation of Canada requesting that May 5, 2020 be proclaimed “GBS-CIDP Foundation of Canada Day”.

The following sets out the review process for Applications for proclamations:

- The cause or event must contribute to the economic, social and cultural fabric of the City of London
- Proclamations will not be issued for the following:
 - I. Matters of political controversy, ideological or religious beliefs or individual conviction
 - II. Events or organizations with no direct connection to the city
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 - V. Campaigns or events intended for profit-making purposes
 - VI. Recognition of individuals
 - VII. Recognition of events or organizations that espouse discrimination, hatred, violence or racism
 - VIII. Matters attempting to influence government policy
 - IX. Matters designed to incite hatred or disorder

The Civic Administration is seeking direction from Municipal Council with respect to this matter.

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| SUBMITTED BY: |
| |
| CATHY SAUNDERS CITY CLERK |

Proclamation Request Form

Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

Request details

| | |
|---|--|
| Name of Organization | GBS-CIDP Foundation of Canada |
| Date Proclamation Required | May 5, 2020 |
| Proclamation Name | GBS-CIDP Foundation of Canada Day |
| Proclamation Type (day), (week), (month) | Day |
| Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) | public awareness, charitable fundraising |
| Requester Name | Darryl Bedford |
| Requester Telephone Number | 519-636-2537 |
| Requester Email Address | dbedford@gbscidp.ca |
| Requester Address | 86 Chesley Avenue, London, ON N5Z 2C1 |
| Required Supporting Documents | <ul style="list-style-type: none"> • Detail information on the Organization • Detail information on the Event • Confirmation of authorization from the Organization to submit the request |
| <p>The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws.</p> | |
| <p style="font-size: 1.2em; margin: 0;"><i>Darryl Bedford</i></p> <p style="margin: 0;">Signature</p> | <p style="font-size: 1.2em; margin: 0;">Feb 7, 2020</p> <p style="margin: 0;">Date</p> |
| <p>NOTICE OF COLLECTION OF PERSONAL INFORMATION</p> <p>Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunder@london.ca</p> | |



GBS/CIDP Foundation of Canada

Guillain-Barré Syndrome/Chronic Inflammatory Demyelinating Polyneuropathy
Support, Education, and Research

Honorary Board

Larry Brenneman (*deceased*)
Tom Feasby, MD
Susan Keast
Serge Payer
Kenneth Shonk, MD

Executive Director
Donna Hartlen

Officers

Marilyn Rose
President
Darryl Bedford
Vice President
Howard Huss
Treasurer
Holly Gerlach
Secretary

Board of Directors

Philippe Allard
Darryl Bedford
Kim Brooks
Holly Gerlach
Howard Huss
Dean Lower
Tamer Mikhail
Marilyn Rose
Demetrios Strongolos
Ron Van Holst

Medical Advisory Board

Steven Baker, MD
Brenda Banwell, MD
Timothy Benstead, MD
Pierre Bourque, MD
Vera Bril, MD
Colin Chalk, MD
Kristine Chapman, MD
Angela Genge, MD
Gillian Gibson, MD
Angelika Hahn, MD
Hans Katzberg, MD
Kurt Kimpinski, MD
Rami Massie, MD
Elizabeth Pringle, MD
Zaeem Siddiqi, MD
Jiri Vajsar, MD
Chris White, MD
Douglas Zochodne, MD

February 19, 2020

City Clerk
City of London
PO Box 5035
London, ON
N6A 4L9

Sent by e-mail: ClerksApprovalRequests@london.ca

This letter is in support of our application to proclaim May 5, 2020 as GBS-CIDP Foundation of Canada Day in the City of London.

1) Detailed Information on the Organization

The GBS-CIDP Foundation of Canada is a registered Canadian charity founded in 2003. Our Foundation continues its long history of connecting patients and their families with caring and dedicated volunteers who have been affected by GBS (Guillain-Barré Syndrome), CIDP (Chronic Inflammatory Demyelinating Polyneuropathy), and variants, such as MMN (Multifocal Motor Neuropathy). It is our hope that no patient or family will have to go through any of these disorders alone.

Along with this patient-to-patient support, the Foundation has proudly established a National Medical Advisory Board of 18 Neurologists trained in the diagnosis and treatment of our disorders.

We are committed to building relationships with experts in rehabilitation and support disciplines who understand the challenges facing our patients during and after recovery.

We support Canadian research that will improve the diagnosis, treatment, and rehabilitation of patients affected by GBS, CIDP, and variants. Our goal is to help pave the way to a cure.

I'm proud to say that London's own **LHSC University Hospital** and **Western University** are truly world-class in terms of diagnosis, treatment, and research into this family of conditions.

Canadian charity registration number: 887327906RR0001

3100 Garden Street, PO Box 80060 RPO Rossland Garden, Whitby, Ontario, L1R 0H1
PH:1-647-560-6842 gbscidp.ca

GBS, CIDP, and its variants are rare autoimmune disorders where the body's immune system attacks the myelin sheath that protects the periphery nerves. This damage can cause loss of sensation, tingling, muscle weakness, beginning in both hands and both feet, up to difficulty breathing such that ventilation is required, and varying degrees of paralysis. GBS tends to be more sudden with severe symptoms occurring within hours or days of onset. CIDP is a chronic version with symptoms tending to occur over a period of months or years. Relapse is possible with these diseases.

A common treatment for this family of diseases is immunoglobulin. Immunoglobulin is manufactured from blood plasma. Depending on the quality of the plasma, it may require anywhere from 1,000 to 1,500 donors to produce enough immunoglobulin for just one dose to treat a GBS/CIDP patient.

2) Detailed information on the Event

We are requesting that the City proclaim **May 5, 2020** as **GBS-CIDP Foundation of Canada Day** as it falls within Neuropathy Awareness Month.

We express our gratitude to Councillor Peloza for sharing her family's GBS story publicly and for encouraging Londoners to donate plasma. It is our hope that by proclaiming this Day that there will be further awareness and even more Londoners attending clinics to donate plasma.

I would be pleased to attend the May 5 City Council Meeting in person for an official proclamation.

3) Confirmation of Authorization to Submit the Request

As Vice President of the Board, I am authorized to submit this application on behalf of the Foundation.

Sincerely,



Darryl Bedford
Vice President, Director (London, Ontario)
GBS-CIDP Foundation of Canada
dbedford@gbscidp.ca
519-636-2537



Issuance of Proclamations Policy

Policy Name: Issuance of Proclamations Policy

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

Last Review Date: January 6, 2020

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the requirements for the issuance of proclamations.

2. Definitions

2.1 Not applicable.

3. Applicability

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

4. The Policy

4.1. Proclamations are ceremonial documents issued and signed by the Mayor on behalf of City of London Council that officially recognizes public awareness campaigns; charitable fundraising campaigns; and arts and cultural celebrations of organizations that reside/operate within the City of London. The requester must clearly identify the significance and connection of the proclamation to the mandate and goals as set out in the City of London's Strategic Plan. A proclamation does not constitute a personal or civic endorsement.

Application Process

- a) Proclamations requests are to be submitted on the City of London Application form to the City Clerk's Office at least six (6) weeks in advance of the requested issuance date.
- b) The Application must provide sufficient background information about the organization, cause or event being proclaimed and the proposed text for inclusion in the proclamation. The proposed text is subject to approval by the City of London to ensure compliance with City of London's policies and by-laws.
- c) Upon receipt of the Application, the City Clerk's Office will review the Application in accordance with this Policy and if the Application appears to be in compliance with the Policy, the Application will be placed on the next available Corporate Services Committee meeting for consideration.
- d) The Corporate Services Committee will review the Application and provide a recommendation to the Municipal Council for consideration with respect to the disposition of the Applications.

Administration of Policy:

- e) The cause or event must contribute to the economic, social and cultural fabric of the City of London.
- f) Repeat requests must be submitted on an annual basis.
- g) An organization may request one proclamation per calendar year.
- h) Organization do not have exclusive rights to the day, week, or month being proclaimed.
- i) Proclamations of a similar topic will be issued on a first come first served basis.
- j) The City of London will not incur any expenses relating to the advertising or promotion of a proclamation. Recipients are responsible for the promotion of the proclamation, organization of related activities and for all associated costs.
- k) Proclamations will not be issued for:
 - Matters of political controversy, ideological or religious beliefs or individual conviction.
 - Events or organizations with no direct connection to the City of London.
 - Campaigns or events contrary to City of London policies or by-laws.
 - National, Independence or Republic Days.
 - Campaign or events intended for profit-making purposes.
 - Recognition of individuals.
 - Recognition of events or organizations that espouse discrimination, hatred, violence or racism.
 - Matters attempting to influence government policy.
 - Matters designed to incite hatred or disorder.
- l) The City of London reserves the right to refuse to issue a proclamation.

| | |
|-----------------|---|
| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING MARCH 9, 2020 |
| FROM: | CATHY SAUNDERS CITY CLERK |
| SUBJECT: | APPLICATION – ISSUANCE OF PROCLAMATION AMPUTEE COALITION OF TORONTO |

RECOMMENDATION

That, the Civic Administration BE ADVISED as to how Municipal Council wishes to proceed with the attached (Appendix “A”) Proclamation request.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Corporate Services Committee – December 3, 2019
Corporate Services Committee – January 6, 2020

BACKGROUND

The Issuance of Proclamations Policy is attached as Schedule “A” for information purposes.

CONCLUSION

The Civic Administration is seeking direction from the Municipal Council as to how they wish to proceed with the attached (Appendix “A”) proclamation request received on February 24, 2020 from the Amputee Coalition of Toronto requesting the month of April be proclaimed “Limb Loss Awareness Month”.

The following sets out the review process for Applications for proclamations:

- The cause or event must contribute to the economic, social and cultural fabric of the City of London
- Proclamations will not be issued for the following:
 - I. Matters of political controversy, ideological or religious beliefs or individual conviction
 - II. Events or organizations with no direct connection to the city
 - III. Campaigns or events contrary to City of London policies or by-laws
 - IV. National, Independence or Republic Days
 - V. Campaigns or events intended for profit-making purposes
 - VI. Recognition of individuals
 - VII. Recognition of events or organizations that espouse discrimination, hatred, violence or racism
 - VIII. Matters attempting to influence government policy
 - IX. Matters designed to incite hatred or disorder

The Civic Administration is seeking direction from Municipal Council with respect to this matter.

| |
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| SUBMITTED BY: |
| |
| CATHY SAUNDERS CITY CLERK |

Proclamation Request Form

Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at

ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

Request details

| |
|--|
| Name of Organization Amputee Coalition of Toronto |
| Date Proclamation Required April 2020 |
| Proclamation Name April Limb Loss Awareness Month |
| Proclamation Type (day), (week), (month) Month |
| Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) Public Awareness Campaign |
| Requester Name Aristotle Domingo |
| Requester Telephone Number |
| Requester Email Address |
| Requester Address 1014-2323 Lake Shore Blvd. W Toronto, ON M8V 1B8 |
| Required Supporting Documents <ul style="list-style-type: none"> Detail information on the Organization Detail information on the Event Confirmation of authorization from the Organization to submit the request |
| <p>The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">  <hr style="width: 25%; margin: 5px auto;"/> <p>Signature</p> </div> <div style="text-align: center;"> <p>24 February, 2020</p> <hr style="width: 25%; margin: 5px auto;"/> <p>Date</p> </div> </div> |
| <p>NOTICE OF COLLECTION OF PERSONAL INFORMATION</p> <p>Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunder@london.ca</p> |



AMPUTEE COALITION OF TORONTO

Aristotle Domingo, Founder
1014-2323 Lake Shore Blvd. West, Toronto, ON M8V 1B8
+1-416-817-1809 · todd.actoronto@gmail.com
www.amputeecoalitiontoronto.ca

February 24, 2020

Re: Request for Proclamation of April to be Limb Loss Awareness Month

Attn: Mr. Ed Holder, Mayor of London
Office of the Mayor
300 Dufferin Avenue
London, ON N6B 1Z2

Dear Sir,

This letter is to request to proclaim April Limb Loss Awareness Month in London.

There is an estimated 227,000 Canadians that are affected by an amputation or have a limb difference. A study of adult patients between 2007 and 2009 reported that approximately 5342 patients underwent lower limb extremity amputations. Amputations are frequently indicated after admission due to other complications including diabetes (81%), cardiovascular disease (6%), cancer (3%) and trauma. 26% of patients are often discharged to inpatient rehabilitation centres like Parkwood Rehab at St. Joseph's Health Care London for rehabilitation, others are discharged home without extra support. This is where the Amputee Coalition of Toronto comes in.

The Amputee Coalition of Toronto is a local non-profit organization that provides much needed peer support for amputees and their families not only in Toronto, but across Ontario. We provide peer-to-peer visits with our Certified Peer Visitors, provide resources to inform and educate patients, and assist them in advocating for themselves as amputees. One of our mandate is to bring awareness to limb loss and the limb loss community while promoting an active lifestyle through adaptive sports, activities and meet-ups. One of the issues many amputees face is isolation that often lead to mental health issues. Through our meet-ups, we are able to bring

them out and help them realize that there is life after amputation. We feel that by declaring April as a Limb Loss Awareness Month, we can further reach out to amputees and their families that they are not alone in their journey; that our city's efforts to be inclusive includes our amputee community.

You can visit our web site for additional information about our organization: www.amputeecoalitiontoronto.ca.

I thank you for your time and consideration of my letter.

Sincerely,

A handwritten signature in black ink, reading "Aristotle Domingo". The signature is written in a cursive style with a long horizontal stroke extending to the right.

**Aristotle Domingo, Founder
Amputee Coalition of Toronto**



Issuance of Proclamations Policy

Policy Name: Issuance of Proclamations Policy

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

Last Review Date: January 6, 2020

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the requirements for the issuance of proclamations.

2. Definitions

2.1 Not applicable.

3. Applicability

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

4. The Policy

4.1. Proclamations are ceremonial documents issued and signed by the Mayor on behalf of City of London Council that officially recognizes public awareness campaigns; charitable fundraising campaigns; and arts and cultural celebrations of organizations that reside/operate within the City of London. The requester must clearly identify the significance and connection of the proclamation to the mandate and goals as set out in the City of London's Strategic Plan. A proclamation does not constitute a personal or civic endorsement.

Application Process

- a) Proclamations requests are to be submitted on the City of London Application form to the City Clerk's Office at least six (6) weeks in advance of the requested issuance date.
- b) The Application must provide sufficient background information about the organization, cause or event being proclaimed and the proposed text for inclusion in the proclamation. The proposed text is subject to approval by the City of London to ensure compliance with City of London's policies and by-laws.
- c) Upon receipt of the Application, the City Clerk's Office will review the Application in accordance with this Policy and if the Application appears to be in compliance with the Policy, the Application will be placed on the next available Corporate Services Committee meeting for consideration.
- d) The Corporate Services Committee will review the Application and provide a recommendation to the Municipal Council for consideration with respect to the disposition of the Applications.

Administration of Policy:

- e) The cause or event must contribute to the economic, social and cultural fabric of the City of London.
- f) Repeat requests must be submitted on an annual basis.
- g) An organization may request one proclamation per calendar year.
- h) Organization do not have exclusive rights to the day, week, or month being proclaimed.
- i) Proclamations of a similar topic will be issued on a first come first served basis.
- j) The City of London will not incur any expenses relating to the advertising or promotion of a proclamation. Recipients are responsible for the promotion of the proclamation, organization of related activities and for all associated costs.
- k) Proclamations will not be issued for:
 - Matters of political controversy, ideological or religious beliefs or individual conviction.
 - Events or organizations with no direct connection to the City of London.
 - Campaigns or events contrary to City of London policies or by-laws.
 - National, Independence or Republic Days.
 - Campaign or events intended for profit-making purposes.
 - Recognition of individuals.
 - Recognition of events or organizations that espouse discrimination, hatred, violence or racism.
 - Matters attempting to influence government policy.
 - Matters designed to incite hatred or disorder.
- l) The City of London reserves the right to refuse to issue a proclamation.

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| TO: | CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON |
| FROM: | ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |
| SUBJECT: | RESOLUTION REGARDING BANKING ONTARIO WORKS ROYAL BANK OF CANADA RIGHT PAY RELOADABLE PAYMENT CARD PROGRAM AGREEMENT |

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| RECOMMENDATION |
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That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions BE TAKEN with respect to agreements associated with the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program Agreement:

a) IT BE RESOLVED:

1. THAT **ROYAL BANK OF CANADA** ("ROYAL BANK") is appointed banker for the Customer.
2. THAT the Mayor; City Clerk; City Treasurer, Chief Financial Officer; Director, Financial Services; Division Manager, Taxation and Revenue; Manager, Tangible Capital Assets; Manager, Financial Planning and Policy; Director, Financial Planning & Business Support; Financial Business Administrator, Senior Financial Business Administrator, Manager I, Accounting and Reporting; and Manager 1 - Financial Operations are authorized on behalf of the Customer from time to time:
 - (a) To withdraw or order transfers of funds from the Customer's accounts by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of other instructions;
 - (b) To sign any agreements or other documents or instruments with or in favour of Royal Bank, including agreements and contracts relating to products or services provided by Royal Bank to the Customer; and
 - (c) To do, or to authorize any person or persons to do, any one or more of the following:
 - (i) To receive from Royal Bank any cash or any securities, instruments or other property of the Customer held by Royal Bank, whether for safekeeping or as security, or to give instructions to Royal Bank for the delivery or other transfer of any such cash, securities, instruments, or other property to any person named in those instructions;
 - (ii) To deposit with or negotiate or transfer to Royal Bank, for the credit of the Customer, cash or any security, instrument, or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Customer, or any other name under which the Customer carries on business, on any security or instrument;
 - (iii) To instruct Royal Bank, by any means, to debit the accounts of third parties for deposit to the credit of the Customer; and

- (iv) To receive statements, instruments and other items (including paid cheques) and documents relating to the Customer's accounts with or any service or Royal Bank, and to settle and certify the Customer's accounts with Royal Bank.
3. That all instruments, instructions, agreements (including contracts relating to products or services provided by Royal Bank) and documents made, drawn, accepted, endorsed or signed (under the corporate seal or otherwise) as provided in this Resolution and delivered to Royal Bank by any person, shall be valid and binding on the Customer, and Royal Bank is hereby authorized to act on them and give effect to them.
 4. That Royal Bank be furnished with:
 - (a) A copy of this Resolution; and
 - (b) A list of the names of the persons authorized by this Resolution to act on behalf of the Customer, and with written notice of any changes which may take place in such list from time to time, and with specimens of the signatures of all such persons;
- b) The By-law (attached as Appendix 'A') BE INTRODUCED at the Municipal Council meeting of March 24, 2020;
- i. To approve and authorize the Mayor and City Clerk to certify and sign the Resolution Regarding Banking (attached as Schedule 1);
 - ii. To approve the Master Client Agreement for Business Clients, substantially in the form attached and authorize the Mayor and City Clerk to sign same (attached as Schedule 2)
 - iii. To authorize the Mayor and City Clerk to execute any contract or document with the Royal Bank of Canada relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program, if required, in a form or forms acceptable to the Managing Director, Corporate Services, City Treasurer and Chief Financial Officer.
 - iv. To authorize the signing of cheques and electronic funds or wire transfers.

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| PREVIOUS REPORTS PERTINENT TO THIS MATTER |
|--|

Community and Neighbourhoods Committee, meeting on September 27, 2011, agenda item 9 - Reducing the Cost of Cashing Government of Ontario Cheques and Simplifying Access to Mainstream Financial Services:

<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=280>

Single Source 20-06 Ontario Works Royal Bank of Canada Right Pay Reloadable Program Agreement:

<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=71331>

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| BACKGROUND |
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Further to the approval and execution of the Master Client Agreement with the Royal Bank of Canada ("Royal Bank") to implement the reloadable payment card program for Ontario Works clients, the Royal Bank requires two further forms be executed:

Resolution Regarding Banking and Master Client Agreement for Business Clients Authorization.

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| DISCUSSION |
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The Resolution Regarding Banking requires Council to pass a resolution authorizing certain positions within the Corporation:

- to withdraw or order transfer of funds;
- to sign agreements, documents or other instruments; and
- to receive, deposit or instruct Royal Bank regarding cash, securities, instruments, and property.

The By-law attached as Appendix 'A' and Master Client Agreement for Business Clients Authorization, attached as Schedule B, sets out the scope of authorizations for these positions within the Corporation.

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| CONCLUSION |
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These forms are required by the Royal Bank to implement the reloadable payment card program for Ontario Works clients. The reloadable payment cards will provide an opportunity to improve the client experience and align with Ministry efforts to increase electronic payments.

| PREPARED BY: | RECOMMENDED BY: |
|---|--|
| | |
| IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES | ANNA LISA BARBON, CPA, CGA, MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER |

Bill No.

By-law No.

A by-law to authorize the Mayor and City Clerk to execute the Resolution Regarding Banking and the Master Client Agreement for Business Client Authorization and any contract or document with the Royal Bank relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program and to authorize the signing of cheques and the withdrawal or transfer of funds

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 8 of the *Municipal Act, 2001* provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS section 287 of the *Municipal Act, 2001* as amended, provides that the City may provide that signatures on a cheque of the City be mechanically or electronically produced;

AND WHEREAS the Corporation of the City of London is a delivery agent designated by the Minister of Community and Social Services to administer the *Ontario Works Act, 1997*;

AND WHEREAS the Ministry, as part of the Social Assistance Modernization Strategy, has implemented a reloadable payment card program for Ontario Works clients;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to certify and execute the Resolution Regarding Banking on behalf of The Corporation of the City of London;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Master Client Agreement for Business Clients Authorization;

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

1. The Resolution Regarding Banking attached as Schedule 1 is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to certify and execute the Resolution Regarding Banking authorized and approved under section 1 of this by-law.

3. The Master Client Agreement for Business Client Authorization, substantially in the form attached as Schedule 2 is hereby authorized and approved.
4. The Mayor and City Clerk are authorized to execute the Master Client Agreement for Business Client Authorization authorized and approved under section 3 of this by-law.
5. The Mayor and City Clerk are authorized to execute any contract or document with the Royal Bank of Canada relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program, if required, in a form or form acceptable to the Managing Director, Corporate Services, City Treasurer and Chief Financial Officer.
6. All cheques for the payment of any sum or sums of money whatsoever shall be signed by the Mayor or Acting Mayor or the signature of the Mayor or Acting Mayor may be written or engraved, lithographed, printed or otherwise mechanically reproduced and such cheques shall also be signed by the City Treasurer, Chief Financial Officer of the Corporation, and such signature may be impressed by the cheque signing machine to be kept in the custody and under the supervisions of the City Treasurer, Chief Financial Officer.
7. All cheques in the amount of \$50,000.00 and over in addition to the engraved signatures of the Mayor and City Treasurer, Chief Financial Officer shall be countersigned in writing by one of the following:

Mayor
 City Treasurer, Chief Financial Officer
 Director, Financial Services
 Division Manager – Taxation and Revenue
 Manager, Tangible Capital Assets
 Manager, Financial Planning and Policy
 Director, Financial Planning & Business Support

8. The Royal Bank of Canada is authorized and directed to withdraw or order transfers of funds from the Customer's accounts by any means including the making, drawing, accepting, endorsing, or signing of cheques, bills of exchange, other orders for the payment of money or other instruments or the giving of instructions, provided the appropriate authorizations have been included.

- (a) All electronic fund transfers for an amount less than \$50,000.00 must be authorized and approved in writing by one of the following:

Financial Business Administrator
 Senior Financial Business Administrator
 Manager I, Accounting and Reporting
 Manager I - Financial Operations

- (b) All electronic fund transfers in the amount of \$50,000.00 and over must be authorized and approved in writing by one of the following:

City Treasurer, Chief Financial Officer
 Director, Financial Services
 Division Manager – Taxation and Revenue
 Manager, Tangible Capital Assets
 Manager, Financial Planning and Policy
 Director, Financial Planning & Business Support

- (c) All wire or manual transfers of any amount requested through the bank require two authorizing signature by two of the following:

City Treasurer, Chief Financial Officer
Director, Financial Services
Division Manager – Taxation and Revenue
Manager, Tangible Capital Assets
Manager, Financial Planning and Policy
Director, Financial Planning & Business Support

9. The City Treasurer, Chief Financial Officer, Director, Financial Services, Division Manager- Taxation and Revenue, Manager, Tangible Capital Assets, Manager Financial Planning & Policy, Director, Financial Planning & Business Support, and the Managing Director, Housing, Social Services and Dearness Home or designate before issuing cheques or authorizing electronic funds or wire transfers shall satisfy themselves that the accounts to be paid have been authorized.

10. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk



Resolution Regarding Banking

For use by Cities, Towns, Villages, Municipalities, Hospitals, Regional Health Authorities, School Districts, Divisions and Regional Divisions, Self-Governed First Nations, and Treaty Nations

SRF No.:

Legal Name: (the "Customer")

Address:

RESOLVED:

1. THAT ROYAL BANK OF CANADA ("Royal Bank") is appointed banker for the Customer.

2. THAT MAYOR; CITY CLERK; CITY TREASURER, CHIEF FINANCIAL OFFICER; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER, TAXATION AND REVENUE; MANAGER, TANGIBLE CAPITAL ASSETS; MANAGER, FINANCIAL PLANNING AND POLICY; DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT, FINANCIAL BUSINESS ADMINISTRATOR; SENIOR FINANCIAL BUSINESS ADMINISTRATOR; MANAGER 1 - FINANCIAL OPERATIONS; MANAGER 1, ACCOUNTING AND REPORTING

are authorized on behalf of the Customer from time to time:

- (a) to withdraw or order transfers of funds from the Customer's accounts by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of other instructions;
- (b) to sign any agreements or other documents or instruments with or in favour of Royal Bank, including agreements and contracts relating to products or services provided by Royal Bank to the Customer; and
- (c) to do, or to authorize any person or persons to do, any one or more of the following:
 - (i) to receive from Royal Bank any cash or any securities, instruments or other property of the Customer held by Royal Bank, whether for safekeeping or as security, or to give instructions to Royal Bank for the delivery or other transfer of any such cash, securities, instruments or other property to any person named in those instructions;
 - (ii) to deposit with or negotiate or transfer to Royal Bank, for the credit of the Customer, cash or any security, instrument or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Customer, or any other name under which the Customer carries on business, on any security or instrument;
 - (iii) to instruct Royal Bank, by any means, to debit the accounts of third parties for deposit to the credit of the Customer; and
 - (iv) to receive statements, instruments and other items (including paid cheques) and documents relating to the Customer's accounts with or any service of Royal Bank, and to settle and certify the Customer's accounts with Royal Bank.

3. That all instruments, instructions, agreements (including contracts relating to products or services provided by Royal Bank) and documents made, drawn, accepted, endorsed or signed (under the corporate seal or otherwise) as provided in this Resolution and delivered to Royal Bank by any person, shall be valid and binding on the Customer, and Royal Bank is hereby authorized to act on them and give effect to them.

Please do not write in this area

Where possible, use titles only. If two or more must act together, use words showing joint action required, e.g. "the Mayor and the Treasurer jointly" or "the Mayor, the Treasurer and the Secretary or any two of them". If one of two or more may act alone, add "or any one of them."

4. That Royal Bank be furnished with:

(a) a copy of this Resolution; and

(b) a list of the names of the persons authorized by this Resolution to act on behalf of the Customer, and with written notice of any changes which may take place in such list from time to time, and with specimens of the signatures of all such persons;

each certified by the (1) _____

and (2) _____ of the Customer; and

(c) in writing, any authorization made under paragraph 2(c) of this Resolution.

5. That any document furnished to Royal Bank as provided for in paragraph 4 of this Resolution shall be binding upon the Customer until a new document repealing or replacing the previous one has been received and duly acknowledged in writing by the branch or agency of Royal Bank where the Customer has its account.

CERTIFICATE

We hereby certify that the above is a true copy of a resolution passed at a meeting of the

_____ of the

(Council, Board or Board of Trustees)

Customer duly convened and regularly held in accordance with the law governing the Customer on

□ □ □ □ — □ □ — □ □ .
Y Y Y Y M M D D

(SEAL)

(1)

Authorized Person's Signature

Authorized Person's Name:

Authorized Person's Title:

(2)

Authorized Person's Signature

Authorized Person's Name:

Authorized Person's Title:

Please do not write in this area

(1) Insert "Mayor", "Chairman", etc. as the case may be.
(2) Insert "Clerk", "Secretary", "Treasurer", etc. as the case may be.



Master Client Agreement for Business Clients Authorization

SRF No.:

Legal Name:

This forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified below. The Agreement consists of this form, the Legal Terms and Conditions, and all other Documents that may become part of the Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this form have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply to this form.

If more than one Person is signing below, each Person signing below confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer.

If only one Person is signing below, such Person confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer, in either case, acting alone.

By signing below, the Customer is bound by the Agreement as of:

| | | | | | | | | | |
|----------------------|----------------------|----------------------|----------------------|---|----------------------|----------------------|---|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | - | <input type="text"/> | <input type="text"/> | - | <input type="text"/> | <input type="text"/> |
| Y | Y | Y | Y | | M | M | | D | D |

| |
|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

| |
|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

Please do not write in this area



Master Client Agreement for Business Clients Signature Card

SRF No.:

Legal Name:

This Signature Card forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified in section C below. The Agreement consists of this Signature Card, the Legal Terms and Conditions, and all other Documents that may become part of this Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this Signature Card have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

SECTION A - Incumbency Certificate

Each Person identified on this Signature Card has the power and authority to exercise certain rights on behalf of the Customer in connection with the Agreement and all Services, including to incur liabilities, assume obligations, and otherwise conduct business on behalf of the Customer, and to delegate power and authority on behalf of the Customer in accordance with the Agreement.

The Customer confirms, in accordance with the Customer's representations, warranties, covenants, and agreements contained in the Legal Terms and Conditions, all necessary actions have been taken in connection with these authorizations.

The Customer acknowledges, by way of each Person signing below, receipt of the Agreement, and confirms all information provided to Royal Bank, including regarding the Customer's ownership, control, and structure, is true, complete, and accurate in all respects.

This Signature Card constitutes part of the Customer's official corporate or business records.

A.1 - Signing Authorities

Each Person identified in this section is a signing authority for the Customer and is authorized, acting alone, to exercise and delegate all rights, powers, and authorities on behalf of the Customer with respect to all matters and dealings with Royal Bank, including to amend this Signature Card and otherwise legally bind the Customer and provide instructions on behalf of the Customer, except to the extent of any special instructions provided on this Signature Card below.

For authorized individuals:

| Name | Title | Signature | Special Instructions |
|------|-------|-----------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

For authorized corporations and other entities:

| SRF (internal use only): | Name | Special Instructions |
|--------------------------|------|----------------------|
| | | |
| | | |

Special Instructions relating to Signing Authorities

Special instructions should only be provided if the Customer has limited the authority of a Person to act on its behalf. Indicate below if special instructions are provided:

Yes No

Instructions for the withdrawal of funds from accounts by way of cheque, wire payment instruction, pre-authorized debit authorization, or other order for the payment of money from accounts

Agreements for accounts or cash management products or services

Agreements for borrowing money or otherwise obtaining credit, granting security, and/or providing guarantees

Requests for draws, drawdowns, or advances under any agreements relating to borrowing money or otherwise obtaining credit

Note: All changes must be initialed by an authorized individual(s)

A.2 - RBC Commercial Credit Cards - Lead Program Administrator(s)

Does the Customer have an RBC Commercial Credit Card account?

Yes No

If the Customer has an RBC Commercial Credit Card account, there must be at least one Lead Program Administrator (as defined in the Commercial Card Program Service Materials) identified below.

Each Person identified in this section is a Lead Program Administrator for the Customer in connection with the RBC Commercial Card Program and is authorized, acting alone, to exercise and delegate the rights, powers and authorities on behalf of the Customer, as described in the Commercial Card Program Service Materials.

| Name | Signature |
|------|-----------|
| | |
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SECTION B - Trade name

The Customer is the owner of each trade name below, and has the rights, powers, and authorities necessary to use each trade name below in connection with the Services.

| Trade Name (Operating As) |
|----------------------------------|
| |

SECTION D - Amendment

This Signature Card is amended as of - - and supersedes and replaces any previous version signed by the Customer.

| | | | | | | | | | |
|----------------------|----------------------|----------------------|----------------------|---|----------------------|----------------------|---|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | - | <input type="text"/> | <input type="text"/> | - | <input type="text"/> | <input type="text"/> |
| Y | Y | Y | Y | | M | M | | D | D |

| |
|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

| |
|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

| |
|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |



Master Client Agreement for Business Clients Authorization

SRF No.: 341432003

Legal Name: **THE CORPORATION OF THE CITY OF LONDON**

This forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified below. The Agreement consists of this form, the Legal Terms and Conditions, and all other Documents that may become part of the Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this form have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply to this form.

If more than one Person is signing below, each Person signing below confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer.

If only one Person is signing below, such Person confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer, in either case, acting alone.

By signing below, the Customer is bound by the Agreement as of:

- -
Y Y Y Y M M D D

Customer's Legal Name: **THE CORPORATION OF THE CITY OF LONDON**

Authorized Person's Name: **ED HOLDER**

Authorized Person's Title: **MAYOR**

Authorized Person's Signature:

Customer's Legal Name: **THE CORPORATION OF THE CITY OF LONDON**

Authorized Person's Name: **CATHARINE SAUNDERS**

Authorized Person's Title: **CITY CLERK**

Authorized Person's Signature:

Please do not write in this area



01~001~60002~201410~02~341432003~~



Master Client Agreement for Business Clients Signature Card

SRF No.: 341432003

Legal Name: THE CORPORATION OF THE CITY OF LONDON

This Signature Card forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified in section C below. The Agreement consists of this Signature Card, the Legal Terms and Conditions, and all other Documents that may become part of this Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this Signature Card have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

SECTION A - Incumbency Certificate

Each Person identified on this Signature Card has the power and authority to exercise certain rights on behalf of the Customer in connection with the Agreement and all Services, including to incur liabilities, assume obligations, and otherwise conduct business on behalf of the Customer, and to delegate power and authority on behalf of the Customer in accordance with the Agreement.

The Customer confirms, in accordance with the Customer's representations, warranties, covenants, and agreements contained in the Legal Terms and Conditions, all necessary actions have been taken in connection with these authorizations.

The Customer acknowledges, by way of each Person signing below, receipt of the Agreement, and confirms all information provided to Royal Bank, including regarding the Customer's ownership, control, and structure, is true, complete, and accurate in all respects.

This Signature Card constitutes part of the Customer's official corporate or business records.

A.1 - Signing Authorities

Each Person identified in this section is a signing authority for the Customer and is authorized, acting alone, to exercise and delegate all rights, powers, and authorities on behalf of the Customer with respect to all matters and dealings with Royal Bank, including to amend this Signature Card and otherwise legally bind the Customer and provide instructions on behalf of the Customer, except to the extent of any special instructions provided on this Signature Card below.

For authorized individuals:

| Name | Title | Signature | Special Instructions |
|----------------------------------|---|-----------|----------------------|
| ED HOLDER | MAYOR | | YES |
| CATHARINE SAUNDERS | CITY CLERK | | YES |
| ANNA LISA BARBON | CITY TREASURER, CHIEF FINANCIAL OFFICER | | YES |
| IAN COLLINS | DIRECTOR, FINANCIAL SERVICES & DEPUTY CITY TREASURER | | YES |
| JIM LOGAN | DIVISION MANAGER, TAXATION & REVENUE | | YES |
| TOM COULTER | MANAGER, TANGIBLE CAPITAL ASSETS | | YES |
| ALAN DUNBAR | MANAGER, FINANCIAL PLANNING & POLICY | | YES |
| KYLE MURRAY | MANAGER, FINANCIAL PLANNING & POLICY | | YES |
| ANNETTE RIPEPI | FINANCIAL BUSINESS ADMINISTRATOR | | YES |
| SEE ATTACHED SCHEDULE 'A' | | | |

For authorized corporations and other entities:

| SRF (internal use only): | Name | Special Instructions |
|--------------------------|------|----------------------|
| | | |
| | | |

Special Instructions relating to Signing Authorities

Special instructions should only be provided if the Customer has limited the authority of a Person to act on its behalf. Indicate below if special instructions are provided:

Yes No

Instructions for the withdrawal of funds from accounts by way of cheque, wire payment instruction, pre-authorized debit authorization, or other order for the payment of money from accounts
 FOR CHEQUES UNDER \$50,000, THE MAYOR AND CITY TREASURER, CHIEF FINANCIAL OFFICER SIGN JOINTLY
 FOR CHEQUES OVER \$50,000, THE MAYOR AND CITY TREASURER, CHIEF FINANCIAL OFFICER SIGN JOINTLY WITH ONE OF THE FOLLOWING: MAYOR; CITY TREASURER, CHIEF FINANCIAL OFFICER; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER – TAXATION AND REVENUE; MANAGER, TANGIBLE CAPITAL ASSETS; MANAGER, FINANCIAL PLANNING AND POLICY; DIRECTOR; FINANCIAL PLANNING & BUSINESS SUPPORT.
 FOR ELECTRONIC FUND TRANSFERS UNDER \$50,000 ONE OF THE FOLLOWING: FINANCIAL BUSINESS ADMINISTRATOR; SENIOR BUSINESS ADMINISTRATOR; MANAGER 1 - FINANCIAL OPERATIONS; MANAGER 1, ACCOUNTING AND REPORTING
 FOR ELECTRONIC FUND TRANSFERS OVER \$50,000 ONE OF THE FOLLOWING MUST APPROVE IN WRITING: CITY TREASURER, CHIEF FINANCIAL OFFICER; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER – TAXATION AND REVENUE; MANAGER, TANGIBLE CAPITAL ASSETS; MANAGER, FINANCIAL PLANNING AND POLICY; DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT
 FOR ALL WIRE OR MANUAL TRANSFERS OF ANY AMOUNT TWO SIGNATURES OF TWO OF THE FOLLOWING: CITY TREASURER, CHIEF FINANCIAL OFFICER; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER – TAXATION AND REVENUE; MANAGER, TANGIBLE CAPITAL ASSETS; MANAGER, FINANCIAL PLANNING AND POLICY; DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT

Agreements for accounts or cash management products or services
ED HOLDER AND CATHARINE SAUNDERS TO SIGN TOGETHER

Agreements for borrowing money or otherwise obtaining credit, granting security, and/or providing guarantees
ED HOLDER AND CATHARINE SAUNDERS TO SIGN TOGETHER

Requests for draws, drawdowns, or advances under any agreements relating to borrowing money or otherwise obtaining credit
ED HOLDER AND CATHARINE SAUNDERS TO SIGN TOGETHER

Note: All changes must be initialed by an authorized individual(s)

A.2 - RBC Commercial Credit Cards - Lead Program Administrator(s)

Does the Customer have an RBC Commercial Credit Card account?

Yes No

If the Customer has an RBC Commercial Credit Card account, there must be at least one Lead Program Administrator (as defined in the Commercial Card Program Service Materials) identified below.

Each Person identified in this section is a Lead Program Administrator for the Customer in connection with the RBC Commercial Card Program and is authorized, acting alone, to exercise and delegate the rights, powers and authorities on behalf of the Customer, as described in the Commercial Card Program Service Materials.

| Name | Signature |
|------|-----------|
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SECTION B - Trade name

The Customer is the owner of each trade name below, and has the rights, powers, and authorities necessary to use each trade name below in connection with the Services.

| |
|----------------------------------|
| Trade Name (Operating As) |
| |

SECTION C - Effect

This Signature Card is effective as of

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Y | Y | Y | Y | M | M | D | D |

 and supersedes and replaces any previous version signed by the Customer.

| |
|---|
| Customer's Legal Name: THE CORPORATION OF THE CITY OF LONDON |
| Authorized Person's Name: ED HOLDER |
| Authorized Person's Title: MAYOR |
| Authorized Person's Signature: |

| |
|---|
| Customer's Legal Name: THE CORPORATION OF THE CITY OF LONDON |
| Authorized Person's Name: CATHARINE SAUNDERS |
| Authorized Person's Title: CITY CLERK |
| Authorized Person's Signature: |

| |
|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

SECTION D - Amendment

This Signature Card is amended as of - - and supersedes and replaces any previous version signed by the Customer.

- -
Y Y Y Y M M D D

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|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

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| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

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|--------------------------------|
| Customer's Legal Name: |
| Authorized Person's Name: |
| Authorized Person's Title: |
| Authorized Person's Signature: |

Schedule 'A'

A.1 – ADDITIONAL SIGNING AUTHORITIES

| Name | Title | Signature | Special Instructions |
|----------------------|--|-----------|----------------------|
| BRYAN BAAR | SENIOR FINANCIAL BUSINESS ADMINISTRATOR | | YES |
| LISA PARENT | FINANCIAL BUSINESS ADMINISTRATOR | | YES |
| CATHERINE NIE | MANAGER 1, FINANCIAL OPERATIONS | | YES |
| ANA CONTRERAS | MANAGER 1, ACCOUNTING AND REPORTING | | YES |