



Council Agenda Including Addeds

The 15th Meeting of City Council

August 25, 2020, 4:00 PM

Virtual Meeting - during the COVID-19 Emergency

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Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

4.1 Personal Matters / Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2020 Queen Elizabeth Scholarships. (6.1/9/CPSC)

4.2 Solicitor-Client Privilege / Litigation / Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality with respect to the construction contract and construction of the East Lions Community Centre. (6.2/9/CPSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/13/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose;

advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/13/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/13/CSC)

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

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.4/13/CSC)

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

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's associations or unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.5/13/CSC)

4.8 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.6/13/CSC)

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

5.1 14th Meeting held on July 21, 2020

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6. Communications and Petitions

6.1 Application - 2040 River Road (Z-9133)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 17 (3.6) of the 12th Report of the Planning and Environment Committee)

1. R. Zelinka, Zelinka Priamo Ltd.

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2. (ADDED) V. DaSilva, Global Waste Disposal London Ltd.

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6.2	<i>(ADDED) Single Source Procurement - Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations</i>	
	(Refer to the Community and Protective Services Committee Stage for Consideration with Item 5 (2.1) of the 9th Report of the Community and Protective Services Committee.)	
	1. Councillor M. van Holst	73
6.3	<i>(ADDED) Sidewalk Installation - Silverleaf Community Request</i>	
	(Refer to the Planning and Environment Committee Stage for Consideration with item 20 (4.3) of the 12th Report of the Planning and Environment Committee)	
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	3. G. Hart	92
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	5. T. Raimi	94
	6. D. Downs, Executive Director Forest City Film Festival	95
	7. D. Abboud	96
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	4. (2.4) Award of Consulting Engineering Services for the South and West London Water Servicing Study RFP 20-36	
	5. (2.7) New Traffic, Pedestrian and Cyclist Signals	
	6. (2.8) Replacement of Highway 401 / Dingman Drive Bridge	

Memorandum of Understanding for the Design and Construction of Provisions to Accommodate Future Widening of Dingman Drive (Relates to Bill No. 235)

7. (2.9) Contract Price Increase: Tender T19-18 - Traffic Signal Reconstruction Southdale Road at Wharncliffe Road South
8. (2.10) Strategic Plan Progress Variance
9. (2.11) Contract Award: Tender No. RFT20-35 - Huron Industrial Lands Stormwater Management Facility and Consultant Appointment
10. (2.12) Irregular Results Request for Contractor Appointment: Powell Drain Culvert Replacement and Natural Channel Rehabilitation (RFT20-97)
11. (2.1) Kilally South, East Basin Municipal Class Environmental Assessment: Notice of Completion
12. (2.5) Wellington Gateway Transit and Municipal Infrastructure Improvements - Appointment of Consulting Engineer
13. (2.6) East London Link Transit and Municipal Infrastructure Improvements Appointment of Consulting Engineer
14. (5.1) Deferred Matters List

8.2 12th Report of the Planning and Environment Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Application - 3087 White Oak Road Whiterock Subdivision - Special Provisions 39T-18505
3. (2.2) Application - 536 and 542 Windermere Road (H-9219) (Relates to Bill No. 244)
4. (2.3) Application - 1339-1347 Commissioners Road West (H-9179) (Relates to Bill No. 245)
5. (2.4) Application - 3030 Singleton Avenue (H-9212) (Relates to Bill No. 246)
6. (2.5) Argyle Area Regeneration Study
7. (2.7) Application - 1160 Wharncliffe Road South (H-9217) (Relates to Bill No. 247)
8. (2.8) Application - 6990 Clayton Walk (H-9054) (Relates to Bill No. 248)
9. (2.9) Strategic Plan Progress Variance
10. (2.10) Building Division Monthly Report for June 2020
11. (2.6) Protected Major Transit Area Information Report (O-9208)
12. (3.1) Remove References to 1989 Official Plan form Zoning By-law Z.-1 (Z-8909)

13.	(3.2) 3635 Southbridge Avenue - Draft Plan of Vacant Land Condominium 39CD-20506	
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15.	(3.4) Application - 221 Queens Avenue (Relates to Bill No. 249)	
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17.	(3.6) Application - 2040 River Road (Z-9133) (Relates to Bill No. 250)	
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5.	(4.1) Request for Third Term Appointment to the Greater London International Airport Authority Board of Directors	
6.	(4.2) London Community Grants Program Allocations	
7.	(5.1) Confirmation of Appointment to the Middlesex-London Food Policy Council	

9. Added Reports

9.1 13th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

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

13.1	Bill No. 233 By-law No. A.- _____ - _____	156
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A by-law to confirm the proceedings of the Council Meeting held on the 25th day of August, 2020. (City Clerk)

13.2	Bill No. 234 By-law No. A-50-20_____	157
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A by-law to amend By-law A-50, as amended, being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to facilitate Members of Council electronic participation in meetings and to amend the mandate of the Strategic Priorities and Policy Committee to include “anti-racism, diversity, inclusion and anti-oppression” in the Committee’s mandate. (3.1a/13/CSC)

13.3	Bill No. 235 By-law No. A.- _____ - _____	159
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A by-law to authorize a Memorandum of Understanding between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the

	construction of the Dingman Drive bridge; and to authorize the Mayor and City Clerk to execute the Agreement. (2.8/10/CWC)	
13.4	Bill No. 236 By-law No. A.- _____ - _____ A by-law to authorize and approve the template Contract to be used in all SkillsAdvance Ontario (SAO) Service Provider agreements for the purposes of delivering the SAO project. (2.2/9/CPSC)	163
13.5	Bill No. 237 By-law No. A.- _____ - _____ A by-law to approve the Capital Repair and Improvement Loan Agreement between the City of London and eligible applicants; to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Capital Repair and Improvement Loan Agreement. (2.4/9/CPSC)	205
13.6	Bill No. 238 By-law No. CPOL.- _____ - _____ A by-law to enact a Council Policy entitled “Electronic Participation of Council Members at Council and Standing Committee meetings.” (3.1b/13/CSC)	234
13.7	Bill No. 239 By-law No. S.- _____ - _____ A by-law to repeal By-law No. S.-6068-166 entitled, “A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway (as part of Eagletrace Drive)”. (City Clerk)	236
13.8	Bill No. 240 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway (as part of Eagletrace Drive). (Chief Surveyor - requires 0.3m Reserves on the abutting Plan, being 33M-593, to be dedicated as public highway for unobstructed legal access throughout the Subdivision)	237
13.9	Bill No. 241 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway (as widening to King Street west of Maitland Street). (Chief Surveyor - pursuant to Site Plan SPA20-004 and in accordance with Zoning By-law Z-1)	239
13.10	Bill No. 242 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Longwoods Road, west of Colonel Talbot Road; and as widening to Colonel Talbot Road, south of Longwoods Road) (Chief Surveyor – pursuant to SPA16-102 and in accordance with Zoning By-law Z-1)	241
13.11	Bill No. 243 By-law No. W.-5656(____)- _____ A by-law to amend by-law No. W.-5656-14 entitled, “A by-law to authorize Dundas Place – Thames Valley Parkway Active Transportation Connection (Project TS1748)”. (2.4/9/CWC)	243
13.12	Bill No. 244 By-law No. Z.-1-20 _____ A by-law to amend By-law No. Z.-1 to remove holding provision from the	244

	zoning for lands located at 536 and 542 Windermere Road. (2.2/12/PEC)	
13.13	Bill No. 245 By-law No. Z.-1-20_____	246
	A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1339-1347 Commissioners Road West. (2.3/12/PEC)	
13.14	Bill No. 246 By-law No. Z.-1-20_____	248
	A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at located at 3030 Singleton Avenue. (2.4/12/PEC)	
13.15	Bill No. 247 By-law No. Z.-1-20_____	250
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1160 Wharnccliffe Road S. (2.7/12/PEC)	
13.16	Bill No. 248 By-law No. Z.-1-20_____	252
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 6990 Clayton Walk. (2.8/12/PEC)	
13.17	Bill No. 249 By-law No. Z.-1-20_____	254
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 221 Queens Avenue. (3.4/12/PEC)	
13.18	Bill No. 250 By-law No. Z.-1-20_____	255
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2040 River Road. (3.6a/12/PEC)	

14. Adjournment



Council Minutes

The 14th Meeting of City Council
July 21, 2020, 4:00 PM

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

Absent: S. Lewis

Also Present: M. Schulthess, S. Spring and B. Westlake-Power.

The following were in remote attendance: L. Livingstone, A. Anderson, A. Barbon, G. Barrett, B. Card, S. Corman, K. Dickins, O. Katolyk, G. Kotsifas, H. McNeely, J. McGonigle, D. O'Brien, D. Popadic, K. Scherr, C. Smith and B. Warner.

The meeting was called to order at 4:00 PM, with Mayor E. Holder in the Chair, with all Members participating, except Councillor S. Lewis; it being noted that the following Members were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor M. Cassidy discloses a pecuniary interest in Items 2 (2.1) and 7 (3.5) of the 11th Report of the Planning and Environment Committee, having to do with the property located at 307 Fanshawe Park Road East, by indicating that her family owns property in the area.

Councillor S. Turner discloses a pecuniary interest in Item 10 (5.2) of the 13th Report of the Strategic Priorities and Policy Committee, having to do with potential additional legislative actions to prevent the spread of COVID-19, by indicating that the matter concerns the Medical Officer of Health, Middlesex-London Health Unit, which is his employer. Councillor S. Turner further discloses a pecuniary interest in Item 2 (4.1) of the 14th Report of the Strategic Priorities and Policy Committee, having to do with potential additional legislative actions to prevent the spread of COVID-19, by indicating that the matter concerns the Medical Officer of Health, Middlesex-London Health Unit, which is his employer

Councillor J. Helmer discloses a pecuniary interest in Item 5 (2.4) of the 13th Report of the Strategic Priorities and Policy Committee, having to do with the 2nd Report of the Rapid Transit Implementation Working Group, specific to item 3.2 - North Corridor, by indicating that he anticipates being an employee of Western University, which will be impacted by this matter.

Councillor J. Morgan discloses a pecuniary interest in Item 5 (2.4) of the 13th Report of the Strategic Priorities and Policy Committee, having to do with the 2nd Report of the Rapid Transit Implementation Working Group, specific to item 3.2 - North Corridor, by indicating that he is an employee of Western University, which is be impacted by this matter.

Councillor S. Lehman discloses a pecuniary interest in Item 5 (2.4) of the 13th Report of the Strategic Priorities and Policy Committee, having to do with the 2nd Report of the Rapid Transit Implementation Working Group, specific to item 3.2 - North Corridor, by indicating that he owns a business on Richmond Row.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

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

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

- a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 219, being a by-law to confirm the proceedings of the Council Meeting held on the 21st Day of July, 2020, which will be considered, prior to Stage 14 – Adjournment; and
- b) Stage 9 – Added Reports –Item 9.1 - 12th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

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

5.1 13th Meeting held on June 29, 2020

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

That the minutes of the 13th Meeting held on June 29, 2020 BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: E. Pelozza
Seconded by: A. Hopkins

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

6.1 1146-1156 Byron Baseline Road (Z-9172)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 6 (3.4) of the 11th Report of the Planning and Environment Committee

- 1. R and D. Dobler, 1142 Byron Baseline Road
- 2. V and T. Wisniewski
- 3. A. Robinet

6.2 Residential Video Surveillance By-law

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 7 (4.2) of the 8th Report of the Community and Protective Services Committee)

1. S. Powell

6.3 MADD Canada Memorial Sign Request

(Refer to the Civic Works Committee Stage for Consideration with Item 9 (4.2) of the 9th Report of the Civic Works Committee)

1. L. Ochoa, MADD London Chapter

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

Absent: (1): S. Lewis

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 10th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 10th Report of the Planning and Environment Committee BE APPROVED.

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

Absent: (1): S. Lewis

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Affordable Housing Development Toolkit: Update Report

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated July 13, 2020 entitled "Affordable Housing Development Toolkit: Update Report" BE RECEIVED for information.

Motion Passed

3. (2.2) Implementing Additional Residential Units Requirements of the Planning Act (Bill 108) - Information Report

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, with respect to the Official Plan and Zoning By-law review initiated by The Corporation of the City of London, relating to all lands within the City of London, and involving Official Plan Amendments to revise policies related to additional residential units and Zoning By-law Amendments to revise regulations related to additional residential units, the staff report dated July 13, 2020 entitled "Implementing Additional Residential Units Requirements of the Planning Act (Bill 108) - Information Report City-wide/City of London" and draft London Plan, 1989 Official Plan and Zoning By-law amendments to implement Provincial Planning Act (Bill 108 - More Homes, More Choices Act.) changes BE CIRCULATED for public review in advance of the Public Participation Meeting to be held at a future date.

Motion Passed

4. (2.5) 8447-8473 Longwoods Road (H-9184) (Relates to Bill No. 226)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Adriano and Francesca Monopoli, relating to the property located at 8447-8473 Longwoods Road, the proposed by-law appended to the staff report dated July 13, 2020 BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning for a portion of the subject lands FROM a Holding Residential R1 (h-195*R1-14) Zone TO a Residential R1 (R1-14) Zone to remove the "h-195" holding provision.

Motion Passed

5. (2.6) Summerside Phase 12B - Stage 3 Subdivision - Special Provisions

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited, for the subdivision of land over Part of Lots 13 and 14, Concession 1, (Geographic Township of Westminster), situated on the northeast corner of Bradley Avenue and Meadowgate Boulevard:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited, for the Summerside Subdivision Phase 12B, Stage 3 (39T-07508) appended to the staff report dated July 13, 2020 as Appendix "A", BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated July 13, 2020 as Appendix "B"; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Motion Passed

6. (2.7) Building Division Monthly Report for May 2020

Motion made by: M. Cassidy

That the Building Division Monthly Report for the month of May, 2020 BE RECEIVED for information.

Motion Passed

7. (2.3) Conservation Master Plan for Meadowlily Woods Environmentally Significant Area

Motion made by: M. Cassidy

That, on the recommendation of the Director, Planning and City Planner, the following actions be taken with respect to the Conservation Master Plan for the Meadowlily Woods Environmentally Significant Area:

a) the Conservation Master Plan for the Meadowlily Woods Environmentally Significant Area appended to the staff report dated July 13, 2020, BE RECEIVED for information; and,

b) the members of the Environmental and Ecological Planning Advisory Committee and the community BE THANKED for their work in the review and comments on the document;

it being noted that staff will initiate an Official Plan Amendment and Zoning By-law amendment to adopt the Conservation Master Plan for the Meadowlily Woods Environmentally Significant Area and to amend the updated Environmentally Significant Area boundary identified in the Conservation Master Plan; and,

it being further noted that the Planning and Environment Committee reviewed and received a communication dated July 9, 2020 from G. Smith, Friends of Meadowlily Woods with respect to this matter.

Motion Passed

8. (2.4) Environmental Studies, Private Land & Eastern Meadowlark Habitat

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated July 13, 2020 entitled "Environmental Studies, Private Land and Eastern Meadowlark", responding to the Municipal Council resolution adopted on November 13, 2019, with respect to these matters BE RECEIVED for information.

Motion Passed

9. (3.1) Application - 442 Third Street (Z-9158) (Relates to Bill No. 227)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Forever Homes, relating to the property located at 442 Third Street:

- a) the proposed, revised, ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R2 (R2-3) Zone TO a Residential R6 Special Provision (R6-5(_)) Zone; and,
- b) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes are minor in nature;

it being noted that the following Site Plan matters pertaining to 442 Third Street have been identified during the review of the application:

- i) construction of a wood, board on-board privacy fencing for the extent of the north, east and south perimeter, with a minimum height of 2.13m (7ft);
- ii) interior garbage storage if possible, or appropriately located and enhanced screening for outdoor garbage storage;
- iii) the provision outdoor lighting fixtures within parking areas that will minimize light trespass onto adjacent properties;
- iv) maximize tree preservation and retention on the subject lands; and,
- v) orient Unit 1 to Third Street by encouraging the principle building entrance and front porch to face the street;

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

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

- the recommended amendment is consistent with the policies of the Provincial Policy Statement 2014 which promote infill and the efficient use of land;
- the recommended amendment is in conformity with the in-force policies of The London Plan, including but not limited to, the Our City policies;
- the recommended amendment is in conformity with the in-force policies of the 1989 Official Plan, including but not limited to, the Low Density Residential designation policies; and,
- the recommended amendment facilitates the development of an underutilized site with an appropriate form of development.

Motion Passed

10. (3.2) Demolition Request for Heritage Listed Properties at 74 Wellington Road and 78 Wellington Road

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the properties located at 74 Wellington Road and 78 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on

the ~~attached~~ public participation meeting record made an oral submission regarding these matters.

Motion Passed

11. (3.3) Application - 1339-1347 Commissioners Road West (SPA19-116)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Milan Starcevic, relating to the property located at 1339-1347 Commissioners Road West:

- a) the Approval Authority BE ADVISED that no issues were raised at the public participation meeting with respect to the application for Site Plan Approval to permit the construction of a five storey, 34 unit apartment building for the properties located at 1339-1347 Commissioners Road West relating to the proposed property;
- b) the Approval Authority BE ADVISED that the Municipal Council supports the Site Plan Application SUBJECT TO the following:
 - i) review the lighting and the wattage of the lighting by the underground parking and any potential impacts on the neighbouring condominium development; and,
 - ii) temporary shielding of the light while the trees are growing in;

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

- a presentation from H. Froussios, Zelinka Priamo Ltd.; and,
- a communication dated July 8, 2020 from E. Hopkins, B. Nuttall and S. Squires, on behalf of the Condominium Board 1337 Commissioners Road West;

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

Motion Passed

12. (3.4) Application - 536-542 Windermere Road (SPA19-098)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions BE TAKEN with respect to the application of 2492222 Ontario Inc, relating to the property located at 536-542 Windermere Commissioners Road West:

- a) the Approval Authority BE ADVISED that no issues were raised at the public participation meeting with respect to the application for Site Plan Approval to permit the construction of two back-to-back townhouse buildings each with six-units, relating to lands located at 536 to 542 Windermere Road; and,
- b) the Approval Authority BE ADVISED that the Municipal Council supports issuing Site Plan Application for the subject property;

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

- a communication dated July 3, 2020 from W. Fisher;
- a communication dated July 3, 2020 from D. Leckie, 138 Orkney Crescent;
- a communication dated July 3, 2020 from F. Rodger, 131 Orkney Crescent;
- a communication dated July 3, 2020 from J. Levy, 147 Orkney Crescent; and,
- a communication dated July 7, 2020 from M. Lewis, 47 Orkney Crescent;

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

Motion Passed

8.2 11th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 11th Report of the Planning and Environment Committee BE APPROVED, excluding items 2 (2.1), 6 (3.4), 7 (3.5) and 8 (4.1).

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that Councillor M. Cassidy disclosed a pecuniary interest in clauses 2.1 and 3.5 of this Report, having to do with the property located at 307 Fanshawe Park Road East, by indicating that her family owns property in the area.

Motion Passed

3. (3.1) London Plan Housekeeping Amendment (O-9173) (Relates to Bill No. 223)

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, with respect to the proposed amendment to The London Plan to correct errors and omissions and to add Council-approved, in-force amendments to the 1989 Official Plan to The London Plan, the proposed by-law appended to the staff report dated July 15, 2020 BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020 to amend various policies of The London Plan to correct errors and omissions and to add Council-approved amendments to the 1989 Official Plan to The London Plan;

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

it being further noted that the Municipal Council approves this application as the purpose and effect of the amendment is to improve clarity and consistency in policies and mapping throughout The London Plan. It will further recognize planning decisions that have been made since the approval of The London Plan but have not been implemented in the Plan due to the status of appeals, which did not allow City Council the ability to make amendments to appealed portions of the Plan.

Motion Passed

4. (3.2) Amend Section 4.11 (Household Sales) in Zoning By-law Z-1 (Z-9166) (Relates to Bill No. 228)

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, based on the application by The Corporation of the City of London, relating to a City-wide review to permit the sale of agricultural products grown on a premises, the proposed by-law appended to the staff report dated July 15, 2020 BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to amend Section 4.11(Household Sales) to permit the sale of agricultural products;

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

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

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (2014);
- the recommended amendment to Zoning By-law Z.1 conforms to the 1989 Official Plan and to The London Plan, including the policies of the Food Systems chapter, and provides for appropriate uses on these sites;
- the recommended amendment to Zoning By-law Z-1 will allow sales of agricultural products from premises that have a dwelling unit;
- the zoning by-law amendment helps implement one of the goals of the Urban Agriculture Strategy to make fresh produce more available to the general public; and,
- the recommended amendment to Zoning By-law Z.-1 will allow the sale of agricultural products grown on properties located within the Urban Growth Boundary to be sold by residents on the property.

Motion Passed

5. (3.3) Part of 65 Brisbin Street (Z-9195) (Relates to Bill No. 229)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by The Corporation of the City of London, relating to a part of the property located at 65 Brisbin Street:

a) consistent with Policy 43_1 of The London Plan, the subject lands, representing a part of 65 Brisbin Street, BE INTERPRETED to be located within the Neighbourhoods Place Type; and,

b) the proposed by-law appended to the staff report dated July 15, 2020 BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Open Space (OS1) Zone TO a Residential R2 (R2-2) Zone;

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

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

- the proposed amendment is consistent with the Provincial Policy Statement, 2020;
- the proposed amendment conforms to the in-force policies of The London Plan;
- the proposed amendment conforms to the in-force policies of 1989 Official Plan;
- the proposed amendment represents good planning and removes a land use conflict between 81 Brisbin Street and 83 Brisbin Street; and,
- the proposed amendment facilitates functional improvements to the residential use at 81 Brisbin Street.

Motion Passed

2. (2.1) Request for Council Resolution, under section 45(1.4) of the Planning Act, R.S.O. 1990, c. P.13 - 307 Fanshawe Park Road East

Motion made by: S. Turner

That items 2 (2.1) and 7 (3.5) BE APPROVED.

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

Recuse: (1): M. Cassidy

Absent: (1): S. Lewis

Motion Passed (13 to 0)

That, the following actions be taken with respect to the property located at 307 Fanshawe Park Road East:

a) on the recommendation of the City Clerk, the report dated July 15, 2020 and entitled "Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990, c. P.13 - 307 Fanshawe Park Road East" BE RECEIVED for information; and,

b) the Managing Director, Development and Compliance Services and Chief Building Official BE AUTHORIZED to accept a Minor Variance application for the purpose of amending the definition of Stacked Townhouse relating to the property located at 307 Fanshawe Park Road East.

7. (3.5) 307 Fanshawe Park Road East (SPA20-029)

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 1423197 Ontario Inc., relating to the property located at 307 Fanshawe Park Road East:

a) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development:

- i) tree and hedge preservation;
- ii) concerns relating to the lack of privacy;
- iii) the size and location of the proposed snow storage sheds;
- iv) the proposed central amenity space;
- v) the location and number of parking spots;
- vi) the mass, setbacks and form of the proposed development;
- vii) water runoff onto neighbouring properties;
- viii) sewage being diverted to Camden Place instead of Fanshawe Park Road East;
- ix) encroachments to the setbacks;
- x) lighting concerns;
- xi) fencing inquiries;
- xii) request for a board-on-board fence around the entire development; and,
- xiii) vehicular access to the site;

b) the Approval Authority BE ADVISED that Municipal Council supports the Site Plan Application SUBJECT TO the trees 6, 14, 21, 31, 36 and 60 specifically being retained;

it being noted that the development, as proposed, conforms to the requirements of the Council resolution dated October 2, 2019, specifically the requirement for the protection and preservation of the trees; and,

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

- a presentation from D. Hannam, Zelinka Priamo Ltd.;
- a presentation from the Old Stoneybrook Community Association; and,
- a communication dated June 30, 2020 from G. McGinn-McTeer;

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

6. (3.4) 1146-1156 Byron Baseline Road (Z-9172) (Relates to Bill No. 230)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 2186121 Ontario Inc., relating to the property located at 1146-1156 Byron Baseline Road, the revised, ~~attached~~, proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1

(R1-7) Zone TO a Holding Residential R5 Special Provision (h-5*h-183*R5-7(_)) Zone;

it being noted that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

- i) enhanced provision of boundary landscaping along the east, west, and south property boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;
- ii) location of a deep well waste storage system outside of the easement area;
- iii) building orientation towards Byron Baseline Road;
- iv) parking lot design, including landscape islands and generous separation between the parking lot and easterly property line;
- v) provision of an adequately-sized outdoor amenity area in a central location; and,
- vi) the retention of as many trees on the property as possible;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation; and,
- the recommended amendment facilitates the development of a vacant, underutilized site within the Built-Area Boundary with an appropriate form of infill development.

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

Nays: (1): A. Hopkins

Absent: (1): S. Lewis

Motion Passed (13 to 1)

8. (4.1) Silverleaf Subdivision Sidewalk Installation

At 4:23 PM, His Worship Mayor E. Holder places Councillor J. Helmer in the Chair and takes a seat at the Council Board.

At 4:28 PM, His Worship Mayor E. Holder, resumes the Chair and Councillor J. Helmer takes a seat at the Council Board.

Motion made by: M. Cassidy

That the communication from R. Galizia, with respect to the proposed sidewalks in the Silverleaf subdivision BE RECEIVED

and no further action be taken; it being noted that a petition signed by approximately 41 individuals is on file in the City Clerk's Office, with respect to this matter.

Yeas: (8): M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozo, and A. Kayabaga

Nays: (6): Mayor E. Holder, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (1): S. Lewis

Motion Passed (8 to 6)

8.3 8th Report of the Community and Protective Services Committee

Motion made by: P. Squire

That the 8th Report of the Community and Protective Services Committee BE APPROVED.

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

Absent: (1): S. Lewis

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Housing Quarterly Report

Motion made by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, that the following actions be taken with respect to the Housing Quarterly Report:

a) the staff report dated July 15, 2020 BE CIRCULATED to stakeholders, agencies, and community groups including, but not limited to: Middlesex County, London Housing Advisory Committee, and the London Homeless Coalition; and,

b) the above-noted report BE RECEIVED. (2020-S11)

Motion Passed

3. (2.2) 2019-2022 Multi-Sector Service Accountability Agreement - Dearness Home Adult Day Program and the South West Local Health Integration Network - Declaration of Compliance - April 1, 2019-March 31, 2020

Motion made by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the Acting Managing Director, Housing, Social Services and Dearness Home BE AUTHORIZED to execute the Declaration of Compliance, as

appended to the staff report dated July 15, 2020, for the reporting period April 1, 2019 to March 31, 2020 with respect to compliance with the terms of the 2019-2022 Multi-Sector Service Accountability Agreement for the Dearness Home Adult Day Program. (2020-S12)

Motion Passed

4. (2.3) Urgent Transitional and Modular Supported Housing Development

Motion made by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated July 15, 2020 to support a strategy to secure and develop up to 26 temporary transitional supportive units and up to 150 supported affordable housing units:

a) the Civic Administration BE AUTHORIZED to implement the short term temporary transitional supportive elements of the strategy; it being noted that these activities will be funded within existing approved Community Homeless Prevention Initiative (CHPI) funding; and,

b) the Civic Administration BE DIRECTED to continue preliminary investigation of the modular and stick build supportive housing development strategy including discussions with other levels of government about potential funding support. (2020-S11)

Motion Passed

5. (2.4) Long Term Care Service Agreement with Lifelabs for the Provision of Laboratory Services at the Dearness Home (Relates to Bill No. 222)

Motion made by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated July 15, 2020, BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020, to:

a) approve the Long-Term Care Services Agreement, as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and Lifelabs regarding services to be provided to the residents of the Dearness Home;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,

c) authorize the Civic Administration to undertake all administrative acts in connection with the above-noted Agreement. (2020-S03)

Motion Passed

6. (4.1) Joan's Place New Addition Campaign

Motion made by: P. Squire

That the Mayor BE REQUESTED to advocate the capital campaign of the Youth Opportunities Unlimited Joan's Place New Addition to the Provincial and Federal governments; it being noted that the communication from S. Cordes, Youth Opportunities Unlimited, dated June 23, 2020, with respect to this matter, was received. (2020-S11)

Motion Passed

7. (4.2) Residential Video Surveillance By-law

Motion made by: P. Squire

That the communication, dated July 2020, from D. Johnstone, with respect to a by-law to protect individuals being video recorded in their own private residential backyards BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee with a delegation from D. Johnstone at that time. (2020-P00)

Motion Passed

8. (5.1) Deferred Matters List

Motion made by: P. Squire

That the following actions be taken with respect to the Deferred Matters List, as at June 23, 2020:

- a) item number 10, with respect to Tow Truck Operator Licence – Business Licence By-law L.131-16, BE UPDATED to reflect a report back to the Community and Protective Services Committee in Q4 of 2020; and,
- b) the above-noted Deferred Matters List BE RECEIVED.

Motion Passed

8.4 12th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 12th Report of the Corporate Services Committee BE APPROVED, excluding item 10 (5.1).

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Kayabaga

Councillor A. Hopkins discloses a pecuniary interest in item 2.8, having to do with the Employee Absenteeism 2019 Report, by indicating that her son is an employee of the City of London and a member of CUPE 107.

Motion Passed

2. (2.1) Postponement - Annual Retirement Dinner and 25-Year Club Reception

Motion made by: A. Kayabaga

That, on the recommendation of the City Manager, the following actions be taken with respect to the Annual Retirement Dinner and 25-Year Club Reception:

a) the staff report dated July 13, 2020 entitled "Postponement – Annual Retirement Dinner and 25-Year Club Reception, BE RECEIVED; and

b) notwithstanding Council Policy "Receptions and Dinners for Retirement, 25-Year Club and Other Civic Occasions", the Civic Administration BE DIRECTED to reschedule the 2020 Annual Retirement Dinner and 25-Year Club Reception in 2021 when the Medical Officer of Health and the Province of Ontario have lifted restrictions to provide for the event to be safely held.

Motion Passed

3. (2.2) RFP 20-22 Sharepoint Online Migration

Motion made by: A. Kayabaga

That, on the recommendation of the Director, Information Technology Services, City Manager's Office, and with the concurrence of the City Clerk, Legal and Corporate Services, the following actions be taken with respect to the SharePoint Online Migration:

a) the proposal submitted by Elantis Solutions, 10123 – 99 Street, Suite 400, Edmonton, Alberta, J5J 3H1, for the SharePoint Online Migration BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated July 13, 2020, hereto, as Appendix A;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase: and,

d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

4. (2.4) Business Improvement Areas - Financial Measures to Respond to COVID-19

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated July 13, 2020 regarding Business Improvement Areas - Financial Measures to Respond to COVID-19 BE RECEIVED for information.

Motion Passed

5. (2.5) Elimination of Vacant and Excess Land Subclasses Tax Reductions (Relates to Bill No. 220)

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer and Chief Financial Officer, the following actions be taken with respect to the elimination of vacant and excess land subclasses tax reductions:

- a) the staff report dated July 13, 2020 entitled "Elimination of Vacant and Excess Land Subclasses Tax Reductions", BE RECEIVED; and,
- b) the City Clerk BE DIRECTED to bring forward for Municipal Council's consideration the proposed by-law, as appended to the staff report as Appendix "A" being "A by-law to eliminate the subclass tax reduction in accordance with subsection 313 (1.3) of the Municipal Act, 2001, as amended, for vacant and excess land in the commercial and industrial property classes for 2020 and subsequent years at such time as the Provincial Regulation related to this matter, is in effect.

Motion Passed

6. (2.7) Declare Surplus - Portion of City-Owned Land -124 Cavendish Crescent

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to a portion of City-owned land located on south side of Cavendish Crescent, abutting the west side of 124 Cavendish Crescent, described as Part of Lot 16, Part Lots 15, 14 and 13, Plan 308 (W), as in W10912; Part Lot 15, Plan 308(W), as in ED38082, being part of PIN 080770394, as shown on Schedule "A" of the staff report (the "Property"), the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property ("Surplus Lands") BE TRANSFERRED to the abutting property owner at 124 Cavendish Crescent, in accordance with the City's Sale and Other Disposition of Land Policy.

Motion Passed

7. (2.3) 2019 Investment Report

Motion made by: A. Kayabaga

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

- a) the 2019 Investment Report, providing a summary of the performance of the City of London's investment portfolio, BE RECEIVED for information; and,
- b) the Investment Policy attached as Appendix "B" to the staff

report dated July 13, 2020 BE RECEIVED for information; it being noted that the Civic Administration is not recommending any revisions to the policy at this time.

Motion Passed

8. (2.6) Industrial Land Development Strategy - Annual Monitoring and Pricing Report - City-Owned Industrial Land

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the staff report dated July 13, 2020 entitled "Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land", BE RECEIVED and;

b) NO ACTION BE TAKEN at this time to adjust the current pricing of the City-owned industrial land from the following prices that were established October 1, 2018:

Pricing for serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park and Cuddy Boulevard Parcels:

- Lots up to 3.99 acres \$80,000.00 per acre
- 4.00 acres and up \$70,000.00 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

- All Lot sizes - \$ 65,000.00 per acre.

Motion Passed

9. (2.8) Employee Absenteeism 2019

Motion made by: A. Kayabaga

That, on the recommendation of the Director of People Services, that the staff report dated July 13, 2020 regarding Employee Absenteeism 2019 BE RECEIVED for information purposes.

Motion Passed

11. (5.2) Declaration of Mutual Commitment and Friendship with Ontario Federation of Indigenous Friendship Centres

Motion made by: A. Kayabaga

WHEREAS London is working with the N'Amerind Friendship Centre;

WHEREAS the N'Amerind Friendship Centre has been an active contributor to the well being of residents in the community;

WHEREAS London has a good and ongoing relationship with the N'Amerind Friendship Centre and wants to set a leading example in the area of Indigenous relations by demonstrating overlapping community interest and work;

WHEREAS the City of London and the N’Amerind Friendship Centre have signed a Memo of Understanding to formally strengthen the relationship between the administrations of N’Amerind and the City of London and to achieve greater impact in the lives of urban Indigenous people in the City of London through strategically partnering resources and sharing expertise when possible;

WHEREAS the Association of Municipalities of Ontario (AMO) and the Ontario Federation of Indigenous Friendship Centres (OFIFC) Declaration of Mutual Commitment and Friendship reflects the municipality’s understanding of and working relationship with Indigenous people in the community;

WHEREAS the N’Amerind Friendship Centre is contemplating the signing of this declaration and participation in related concurrent activities during the virtual AMO Conference in August of 2020;

THEREFORE IT BE RESOLVED THAT London City Council authorizes the Mayor to sign in conjunction with the N’Amerind Friendship Centre the joint AMO-OFIFC Declaration of Mutual Commitment and Friendship on behalf of the municipality and participate it related concurrent activities during the AMO 2020 Conference;

AND THAT Council direct staff to work with AMO in order to coordinate the declaration signing and related concurrent activities in advance of the AMO 2020 Conference.

Motion Passed

10. (5.1) Remuneration for Elected Officials and Appointed Citizens

Motion made by: A. Kayabaga

That, notwithstanding the provisions of the Council Policy "Remuneration for Elected Officials and Appointed Citizen Members", the remuneration for elected officials and appointed citizens, NO INCREASE to remuneration for elected officials for appointed citizens be made for 2020.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

8.5 9th Report of the Civic Works Committee

Motion made by: S. Lehman

That the 9th Report of the Civic Works Committee, excluding items 6 (2.4) and 7 (2.6), BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Upper Thames River Conservation Authority and City of London Flood Protection Projects: West London Dyke Phase 7

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the City of London's contribution to infrastructure:

a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects, with the City share in the total amount of \$2,070,704, including contingency (excluding HST); it being noted that the requirements of this provincial funding program are unique, in that only conservation authorities can apply, requiring 14.3.a) of the Procurement of Goods and Services Policy:

i) West London Dyke Phase 7 Reconstruction; and,

ii) West London Dyke Phase 7 UTRCA Project Management Fees;

b) the financing for this work BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated July 14, 2020; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations. (2020-E21)

Motion Passed

3. (2.2) Appointment of Consulting Engineers - Infrastructure Renewal Program

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of consulting engineers for the Infrastructure Renewal Program:

a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified 2021 Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimates on file, and in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy:

i) Stantec Consulting Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2021 Infrastructure Renewal Program Assignment A, Mornington Pond Expansion, in the total amount of \$633,183.39, including contingency (excluding HST);

- ii) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of 2021 Infrastructure Renewal Program Assignment B, Burlington Street Reconstruction, Burlington Crescent to Scenic Drive and Paymaster Avenue, all, in the total amount of \$199,991.00, including contingency (excluding HST);
- iii) Archibald, Gray and McKay Engineering Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design construction administration of 2021 Infrastructure Renewal Program Assignment C, Brydges Street from Egerton Street to Highbury Avenue, Swinyard Street (all) and Muir Street (all) reconstruction, in the total amount of \$559,900.00, including contingency (excluding HST);
- iv) Development Engineering (London) Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of 2021 Infrastructure Renewal Program Assignment D, Foster Avenue from Riverside Drive to Upper Avenue and Upper Avenue from Riverside Drive to Foster Avenue reconstruction, in the total amount of \$253,600.99, including contingency (excluding HST);
- v) Archibald, Gray and McKay Engineering Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of 2021 Infrastructure Renewal Program Assignment E, Wortley Road from Briscoe Street to Devonshire Avenue reconstruction in the total amount of \$361,982.50, including contingency (excluding HST);
- vi) Spriet Associates (London) Ltd BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of 2021 Infrastructure Renewal Program Assignment F, Calgary Street from Churchill Avenue to Dundas Street reconstruction in the total amount of \$375,910.70, including contingency (excluding HST);
- b) the financing for the projects identified in a) above BE APPROVED in accordance with the Sources of Financing Report, as appended to the staff report dated July 14, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with each consultant for the respective project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-D19)

Motion Passed

- 4. (2.3) Contract for the Operation of the City's Materials Recovery Facility - Single Source (Relates to Bill No. 221)

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the provision of Material Recovery Facility (MRF) Operations services:

a) the proposed by-law, as appended to the staff report dated July 14, 2020, BE INTRODUCED at the Municipal Council meeting on July 21, 2020 to:

i) approve an Agreement between The Corporation of the City of London and Miller Waste Systems Inc., 8050 Woodbine Avenue Markham, ON, L3R 2N8, to operate and maintain the City's Materials Recovery Facility and market the recyclable materials; and,

ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

b) the single source negotiated price BE ACCEPTED to hire Miller Waste Systems Inc., to remove the existing cyclone and plastic container perforator and replace them with a new glass breaker and plastic container perforator at a total estimated price of \$609,679.57 (plus HST);

c) the financing for the project BE APPROVED in accordance with the Source of Financing Report, as appended to the staff report dated July 14, 2020;

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

e) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2020-E03)

Motion Passed

5. (2.5) Pilot Project Technology for Air and Odour Monitoring in South London - Request to Negotiate a Single Source Agreement

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the Civic Administration BE DIRECTED to negotiate a single source agreement for the procurement of air and odour monitoring equipment and technical reporting services, as per Section 14.4(e) of the Procurement of Goods and Services Policy, with EnviroSuite Limited for a term of up to three years, with two one-year extension options at the sole discretion of the City; it being noted that the final contract will be subject to approval by the Municipal Council, and that the Civic Administration will report back on:

a) the outcome of the negotiation with EnviroSuite Limited;

b) the final details and costs of the Pilot Project, including how the City will be participating and the potential benefits to the community; and,

c) the benefits of the Pilot Project and its role in addressing elements of the Environmental Assessment for the Expansion of the W12A Landfill, current landfill operations and future operations. (2020-E05)

Motion Passed

8. (4.1) Contract Award: RFT 20-59 - 2020 Infrastructure Renewal Program Contract 12 - Highway Avenue and Lambeth Avenue

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contracts for the 2020 Infrastructure Renewal Program, Contract 12 – Highway Avenue and Lambeth Avenue:

- a) the bid submitted by 2044970 Ontario Inc. (All Seasons Excavating), at its tendered price of \$3,292,000.00 (excluding HST) for the above-noted contract, BE ACCEPTED; it being noted that the bid submitted by 2044970 Ontario Inc. was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) Spriet Associates Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for this project, in accordance with the estimate on file, at an upset amount of \$292,545.00 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated July 14, 2020;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 20-31); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations;

it being noted that City of London staff have agreed to work with the residents of Lambeth Avenue and the third party arborist hired by these homeowners in order to mitigate tree removal due to infrastructure work, where possible;

it being further noted that a verbal delegation from H. Sanderson and C. McCallum with respect to this matter was received. (2020-D19)

Motion Passed

9. (4.2) MADD Canada Memorial Sign Request

Motion made by: S. Lehman

That the following actions be taken with respect to the memorial sign request submitted by Shauna and David Andrews, dated June 1, 2020, and supported by Mothers Against Drunk Driving (MADD) Canada:

- a) the Civic Administration BE DIRECTED to engage in discussions with MADD Canada regarding MADD Canada Memorial Signs and bring forward a proposed Memorandum of Understanding with MADD Canada for Council's approval;

it being noted that MADD will cover all sign manufacturing and installation costs;

it being further noted that the Ministry of Transportation and MADD have set out in this Memorandum of Understanding (“MOU”) the terms and conditions for the placement of memorial signs on provincial highways which is not applicable to municipal roads;

it being further noted that MADD provides messages consistent with the London Road Safety Strategy; and,

b) the Civic Administration BE DIRECTED to work with MADD Canada to find a single permanent location in London for the purpose of memorials. (2020-M00)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the deferred matters list, as at July 6, 2020, BE RECEIVED.

Motion Passed

6. (2.4) Dundas Place - Thames Valley Parkway Active Transportation Connection - Appointment of Consulting Engineer

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the construction administration of Dundas Place - Thames Valley Parkway Active Transportation Connection project:

a) IBI Group Professional Services (Canada) Inc. BE AUTHORIZED to carry out the construction inspection and contract administration for this project in the amount of \$323,190.00 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED in accordance with the Sources of Financing Report, as appended to the staff report dated July 14, 2020;

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

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2020-T03)

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

Nays: (2): P. Van Meerbergen, and S. Hillier

Absent: (1): S. Lewis

Motion Passed (12 to 2)

7. (2.6) Contract Award: Tender No. 20-87 Dundas Street Cycle Track

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of Dundas Street Cycle Track construction contract:

- a) the bid submitted by Dufferin Construction Company, A division of CRH Canada Group Inc., at its tendered price of \$3,683,709.53 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Dufferin Construction Company, A division of CRH Canada Group Inc. was the lowest of two bids received and meets the City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated July 14, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 20-87); and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-T03)

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

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

Absent: (1): S. Lewis

Motion Passed (11 to 3)

8.6 13th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 13th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 5(2.4) and 10 (5.2).

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

Absent: (1): S. Lewis

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

Councillor S. Turner discloses a pecuniary interest in the added item 5.2, having to do with potential additional legislative actions to prevent the spread of COVID-19, by indicating that the matter concerns the Medical Officer of Health, Middlesex-London Health Unit, which is his employer. Councillor S. Turner further discloses a pecuniary in item 2.1 having to do with the Core Area Action Plan

2020 Progress Update, specifically related to those components having to do with the Middlesex-London Health Unit (MLHU), because he is an employee of the MLHU.

Councillor J. Morgan discloses a pecuniary interest in item 2.4 - 2nd Report of the Rapid Transit Implementation Working Group, specific to item 3.2 - North Corridor, by indicating that he is an employee of Western University, which will be impacted by this.

Councillor J. Helmer discloses a pecuniary interest in item 2.4 - 2nd Report of the Rapid Transit Implementation Working Group, specific to item 3.2 - North Corridor, by indicating that he anticipates being an employee of Western University, which will be impacted by this.

Councillor S. Lehman discloses a pecuniary interest in item 2.4 - 2nd Report of the Rapid Transit Implementation Working Group, specific to item 3.2 - North Corridor, by indicating that he owns a business on Richmond Row.

Motion Passed

2. (2.1) Core Area Action Plan - 2020 Progress Update

Motion made by: J. Helmer

That the following actions be taken with respect to the Core Area Action Plan:

- a) the staff report dated July 14, 2020 BE RECEIVED for the purpose of providing Municipal Council with an update on the progress of the implementation of the Core Area Action Plan; and,
- b) the modified operating budget for 2020 components of the Core Area Action Plan 2020-2023 Additional Investment business case, as identified in the staff report dated July 14, 2020, BE APPROVED.

Motion Passed

3. (2.2) London Community Recovery Network

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the following actions be taken regarding the London Community Recovery Network:

- a) the London Community Recovery Network (LCRN) BE ENDORSED as a model to coordinate London's community recovery from COVID-19, including Council membership on the sector/issue/theme discussion tables;
- b) the Civic Administration BE DIRECTED to work with the Mayor and Council to constitute the LCRN as soon as possible to begin London's community recovery efforts; and,
- c) the staff report on the London Community Recovery Network BE RECEIVED.

Motion Passed

4. (2.3) London Economic Development Corporation (LEDC) Activity Update 2019

Motion made by: J. Helmer

That the London Economic Development Corporation Activity Update 2019 BE RECEIVED for information.

Motion Passed

6. (3.1) 2021 Development Charges Update Covering Report and Proposed By-law

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the 2021 Development Charges Background Study Update and the proposed 2021 Development Charges By-law BE RECEIVED;

it being pointed out that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

. Mike Wallace, London Development Institute – 100% support of the staff report under consideration; noting that Bill 197 means that there is more work to be done; advising that they are happy with the discussion and that staff have been helpful; noting that the organization may have additional comments as this continues to evolve.

. Anna Maria Valastro, 133 John Street, Unit 1 – expressing concern related to Bills 108 and 197, in the ability to undercut local controls and requirements related environmental needs and community benefits; asking about rationalization of development charges and community benefit charges include means to off-set negative impacts of intensification, and require the support for city initiatives such as the urban forest strategy, climate change strategy, etc. and suggesting that the public-at-large be considered an active stake-holder in the process.

Motion Passed

7. (4.1) Resignation from Eldon House Board of Directors

Motion made by: J. Helmer

That the following actions be taken with respect to the Eldon House Board of Directors:

a) the communication dated June 17, 2020 from Mark Tovey from Eldon House BE ACCEPTED; and,

b) the Civic Administration BE DIRECTED to consult with the current Eldon House Board, with respect to potential membership requirements and undertake candidate recruitment for consideration accordingly.

Motion Passed

8. (4.2) Argyle Business Improvement Association

Motion made by: J. Helmer

That the following actions be taken with respect to Argyle Business Improvement Association:

- a) the resignation of Erik Lasch BE ACCEPTED; and,
- b) Dan Eminger and Frank Boutzis BE APPOINTED for the term ending November 15, 2022.

Motion Passed

9. (5.1) Making Anti-Racism a Strategic Priority

Motion made by: J. Helmer

That the following actions be taken with respect to making anti-racism a strategic priority:

- a) the mandate of the Strategic Priorities and Policy Committee BE AMENDED to include “Anti-racism, diversity, inclusion and anti-oppression” as a new bullet point under Strategic Initiatives;
- b) the terms of reference for the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) be amended to replace “Community and Protective Services Committee” with “Strategic Priorities and Policy Committee”; and,
- c) the Civic Administration BE ENCOURAGED to bring forward initial reports by service area responding to the Municipal Council resolution on 16 June 2020 related to the implementation of the equity and inclusion lens to the most relevant standing committee for each service area (e.g. Development and Compliance Services would report to Planning and Environment Committee; Engineering and Environmental Services would report to Civic Works Committee, and so on).

Motion Passed

10. (5.2) Additional Legislative Measures to Prevent the Spread of COVID-19

Motion made by: J. Helmer

That the following actions be taken with respect to additional legislative measures to prevent the spread of COVID-19:

- a) the Civic Administration, including the City Solicitor, BE DIRECTED to consult with the County of Middlesex and the Medical Officer of Health, Dr. Chris Mackie, and to bring forward, for consideration at the earliest opportunity by Municipal Council, any legislative measures that the Medical Officer of Health recommends the City of London should enact to reduce the risk of further COVID-19 infections within the City of London, including the possibility of a temporary municipal bylaw requiring the wearing of masks or face coverings in enclosed public spaces; and,
- b) the Medical Officer of Health, Dr. Chris Mackie, BE REQUESTED to attend the standing committee meeting(s), to provide advice and answer questions about any advice or actions that may result from part a) above.

Yeas: (13): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): S. Turner
Absent: (1): S. Lewis

Motion Passed (13 to 0)

5. (2.4) 2nd Report of the Rapid Transit Implementation Working Group

Motion made by: J. Helmer

That the 2nd Report of the Rapid Transit Implementation Working Group BE APPROVED, excluding clause 3.2, related to the North Corridor.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

Motion made by: P. Squire

That clause 3.2 of the 2nd Report of the RTIWG BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, M. Salih, M. Cassidy, P. Squire, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (3): J. Helmer, J. Morgan, and S. Lehman
Absent: (1): S. Lewis

Motion Passed (11 to 0)

9. Added Reports

9.2 14th Report of the Strategic Priorities and Policy Committee

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

Councillor S. Turner discloses a pecuniary interest in the added item 4.1, having to do with potential additional legislative actions to prevent the spread of COVID-19, and the related confidential item 6.1, by indicating that the matter concerns the Medical Officer of Health, Middlesex-London Health Unit, which is his employer.

Motion Passed

2. (4.1) Additional Legislated Measures to Reduce the Risk of Further COVID-19 Infections in the City of London

At 5:30 PM, His Worship the Mayor E. Holder places Councillor J. Helmer in the Chair and takes a seat at the Council Board.

At 5:45 PM, His Worship the Mayor E. Holder resumes the Chair and Councillor J. Helmer takes a seat at the Council Board.

Motion made by: J. Helmer

That the following actions be taken with respect to additional legislated measures to reduce the risk of further COVID-19 infections in the City of London:

- a) on the recommendation of the City Manager, with the concurrence of the Medical Officer of Health, Middlesex-London, the revised attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020, to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London; it being noted that the proposed by-law was amended in section 25;
- b) the Civic Administration, in conjunction with appropriate stakeholders, BE DIRECTED to report back to the Strategic Priorities and Policy Committee in sixty-day increments, with respect to the above-noted proposed by-law related to mandatory face covering in public spaces; and,
- c) the presentation from Dr. C. Mackie, and the communications from M. Sheehan and D. Pietsch, with respect to this matter, BE RECEIVED;

it being noted that the attached Supplemental Report, dated July 20, 2020 from the City Solicitor's Office was submitted to the Municipal Council at the meeting held on July 21, 2020 as per the direction given at the meeting held on July 20, 2020.

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

Nays: (1): M. van Holst

Recuse: (1): S. Turner

Absent: (1): S. Lewis

Motion Passed (12 to 1)

Motion made by: Mayor E. Holder

Seconded by: P. Squire

That the draft by-law BE AMENDED as follows:

Section 9. – by adding a new part g), "Persons within an Establishment, while participating in a religious service, for rituals which require an uncovered mouth", and

Section 12. – by adding a new part g), "Persons within an Establishment, while participating in a religious service, for rituals which require an uncovered mouth".

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

Recuse: (1): S. Turner

Absent: (1): S. Lewis

Motion Passed (13 to 0)

Item 2 (4.1), as amended, reads as follows:

That the following actions be taken with respect to additional legislated measures to reduce the risk of further COVID-19 infections in the City of London:

a) on the recommendation of the City Manager, with the concurrence of the Medical Officer of Health, Middlesex-London, the further revised attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020, to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London; it being noted that the proposed by-law was amended in section 25; it being further noted that the Municipal Council further amended the proposed by-law by adding the following wording as new parts g) to sections 9 and 12: "Persons within an Establishment, while participating in a religious service, for rituals which require an uncovered mouth::

b) the Civic Administration, in conjunction with appropriate stakeholders, BE DIRECTED to report back to the Strategic Priorities and Policy Committee in sixty-day increments, with respect to the above-noted proposed by-law related to mandatory face covering in public spaces; and,

c) the presentation from Dr. C. Mackie, and the communications from M. Sheehan and D. Pietsch, with respect to this matter, BE RECEIVED;

it being noted that the attached Supplemental Report, dated July 20, 2020 from the City Solicitor's Office was submitted to the Municipal Council at the meeting held on July 21, 2020 as per the direction given at the meeting held on July 20, 2020.

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.'s 220 to 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

Motion made by: J. Helmer
Seconded by: P. Van Meerbergen

That Second Reading of Bill No.'s 220 to 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

Motion made by: E. Pelosa

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No.'s 220 to 230, inclusive, BE APPROVED.

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

Absent: (1): S. Lewis

Motion Passed (14 to 0)

4. Council, In Closed Session

Motion made by: E. Pelosa

Seconded by: S. Lehman

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

4.1. Solicitor-Client Privilege / Litigation / Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality with respect to the construction contract and construction of the East London Community Centre. (6.1/8/CPSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/12/CSC)

4.3. Solicitor- Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, as it relates to potential additional legislative measures to prevent the spread of COVID-19. (6.1/13/SPPC)

4.4 Solicitor- Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, as it relates to potential additional legislative measures to prevent the spread of COVID-19. (6.1/14/SPPC)

4.5 Solicitor- Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, as it relates to publicly releasing a confidential staff report. (6.2/14/SPPC)

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

Absent: (1): S. Lewis

Motion Passed (14 to 0)

The Council convenes In Closed Session at 6:17 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor S. Lewis; it being noted that Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P.

Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier were in remote attendance.

At 6:27 PM, Councillor S. Turner leaves the meeting.

The Council rises from In Closed session at 6:34 PM and resumes in public session at 6:40 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor S. Lewis; it being noted that Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier were in remote attendance.

9. Added Reports

9.1 12th Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: S. Hillier

1. That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Environmental and Engineering Services and City Engineer, on the advice of the Manager of Realty Services, with respect to the property at 4025 Manning Drive, further described as Part Lot 21, Concession 7, containing an area of approximately 93.20 acres, as shown on the location map attached, for the purposes of buffering the City's W12 landfill site and in conjunction with the W12A Property Value Protection Plan and Property Acquisition Plan, the following actions be taken:

a) the offer submitted by Laila Ismail (the "Vendor"), to sell the subject property to the City, for the sum of \$1,750,000.00, BE ACCEPTED subject to the following conditions:

i) the City having a period of 60 days from the date of acceptance of this agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the property;

ii) the City, at its expense, agreeing to prepare and deposit on title, on or before closing, a reference plan describing the subject property;

iii) the purchase price payable by the City to the Vendor for the property is calculated at 93.20 acres. X \$18,777.00 per acre. If the actual size of the property is different than as set out above, the purchase price for the property shall be adjusted to reflect a price equal to the area of the property multiplied by \$18,777.00 per acre;

iv) the property is subject to a Farmland Lease Agreement between the City and Field and Flock Farms Ltd. (Mat Versteegh) as tenant. On or before closing, the City shall arrange for the tenant to sign a new lease on the City's standard form which is attached as Schedule "C" of the Agreement of Purchase and Sale, failing which, the City shall terminate the existing farm lease on or before the closing date and provide vacant possession of the property on closing; and

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

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

Motion made by: J. Helmer
Seconded by: S. Hillier

That Introduction and First Reading of Bill No. 219 and Added Bill No. 232,
BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M.
Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van
Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

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

That Second Reading of Bill No. 219 and Added Bill No. 232, BE
APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M.
Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van
Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No. 219 and Added Bill No. 232,
BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M.
Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van
Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier
Absent: (1): S. Lewis

Motion Passed (14 to 0)

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

That Introduction and First Reading of revised Added Bill No. 231, BE
APPROVED.

Yeas: (12): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, P. Squire,
J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, A.
Kayabaga, and S. Hillier
Nays: (1): M. van Holst
Recuse: (1): S. Turner
Absent: (1): S. Lewis

Motion Passed (12 to 1)

Motion made by: A. Kayabaga
Seconded by: P. Van Meerbergen

That Second Reading of revised Added Bill No. 231, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier
Nays: (1): M. van Holst
Recuse: (1): S. Turner
Absent: (1): S. Lewis

Motion Passed (12 to 1)

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

That Third Reading and Enactment of revised Bill No. 231, BE
APPROVED.

Yeas: (12): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier
Nays: (1): M. van Holst
Recuse: (1): S. Turner
Absent: (1): S. Lewis

Motion Passed (12 to 1)

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

Bill	By-law
Bill No. 219	By-law No. A.-7997-161 – A by-law to confirm the proceedings of the Council Meeting held on the 21st day of July, 2020. (City Clerk)
Bill No. 220	By-law No. A.-7998-162 – A by-law to eliminate the subclass tax reduction in accordance with subsection 313 (1.3) of the Municipal Act, 2001, as amended, for vacant and excess land in the commercial and industrial property classes for 2020 and subsequent years. (2.5/12/CSC)
Bill No. 221	By-law No. A.-7998-162 – A by-law to approve an Agreement to operate and maintain the City’s Materials Recovery Facility and market the recyclable materials; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.3/9/CWC)
Bill No. 222	By-law No. A.-8000-164 – A by-law to approve a Long-Term Care Service Agreement between The Corporation of the City of London and LifeLabs. (2.4/8/CPSC)
Bill No. 223	By-law No. C.P.-1512(u)-165 – A by-law for a housekeeping amendment to The London Plan for the City of London, 2016. (3.1/11/PEC)
Bill No. 224	By-law No. S.-6068-166 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Eagletrace Drive). (Chief Surveyor - requires 0.3m Reserves on the abutting Plan, being 33M-539, to be dedicated as public highway for unobstructed legal access throughout the Subdivision)
Bill No. 225	By-law No. W.-5600(b)-167 – A by-law to amend By-law No. W.-5600-57, as amended, entitled, “A by-law to authorize the Adelaide Street Grade Separation CPR Tracks. (Project No. TS1306).” (6.1/11/CSC)
Bill No. 226	By-law No. Z.-1-202855 – A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning from lands located at 8447-8473 Longwoods Road. (2.5/10/PEC)
Bill No. 227	By-law No. Z.-1-202856 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 442 Third Street. (3.1/10/PEC)
Bill No. 228	By-law No. Z.-1-202857 – A by-law to amend Section 4.11 of By-law No. Z.-1 to allow residents to allow residents to sell agricultural products grown on properties up to 20 times per year. (3.2/11/PEC)

Bill No. 229	By-law No. Z.-1-202858 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at a part of 65 Brisbin Street. (3.3/11/PEC)
Bill No. 230	By-law No. Z.-1-202859 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1146-1156 Byron Baseline Road. (3.4/11/PEC)
Bill No. 231	(ADDED REVISED) By-law No. PH-20 – A by-law to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London. (4.1/14/SPPC)
Bill No. 232	(ADDED) By-law No. A.-8001-168 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Laila Ismail, for the acquisition of the property municipally known as 5725 White Oak Road, for the City’s W12A landfill site, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/12/CSC)

14. Adjournment

Motion made by: S. Lehman

Seconded by: S. Turner

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 6:50 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

Strategic Priorities and Policy Committee

Report

14th Special Meeting of the Strategic Priorities and Policy Committee
July 20, 2020

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, S. Hillier

ALSO PRESENT: M. Schulthess, S. Spring, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, A. Anderson, S. Corman, K. Dickins, O. Katolyk, G. Kotsifas, J.P. McGonigle, D. O'Brien, K. Scherr, E. Skalski, C. Smith

The meeting is called to order at 4:10 PM; it being noted that the following Members were in remote attendance: M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, A. Kayabaga

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in the added item 4.1, having to do with potential additional legislative actions to prevent the spread of COVID-19, and the related confidential item 6.1, by indicating that the matter concerns the Medical Officer of Health, Middlesex-London Health Unit, which is his employer.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Additional Legislated Measures to Reduce the Risk of Further COVID-19 Infections in the City of London

That the following actions be taken with respect to additional legislated measures to reduce the risk of further COVID-19 infections in the City of London:

- a) on the recommendation of the City Manager, with the concurrence of the Medical Officer of Health, Middlesex-London, the revised attached by-law BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020, to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London; it being noted that the proposed by-law was amended in section 25, by adding the following at the end, "or until such time as the regulation O. Reg 364/20: Rules for Areas in Stage 3, made under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9. is revoked.";
- b) the Civic Administration, in conjunction with appropriate stakeholders, BE DIRECTED to report back to the Strategic Priorities and Policy Committee in sixty-day increments, with respect to the above-noted proposed by-law related to mandatory face covering in public spaces; and,
- c) the presentation from Dr. C. Mackie, and the communications from M. Sheehan and D. Pietsch, with respect to this matter, BE RECEIVED;

it being noted that the attached Supplemental Report, dated July 20, 2020 from A. Anderson was submitted as per the Committee direction.

Motion Passed

Voting Record:

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

That the presentation from Dr. C. Mackie, and the communications from M. Sheehan and D. Pietsch, BE RECEIVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): S. Turner

Motion Passed (14 to 0)

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

That the draft by-law BE AMENDED in section 25 by adding the following after "until December 31, 2020",

"or until such time as the regulation O. Reg 364/20: Rules for Areas in Stage 3, made under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9. is revoked."

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Nays: (1): J. Helmer
Absent: (1): S. Turner

Motion Passed (13 to 1)

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

That, on the recommendation of the City Manager, with the concurrence of the Medical Officer of Health, Middlesex-London, the revised attached by-law BE INTRODUCED at the Municipal Council meeting to be held on July 21, 2020, to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London;

Yeas: (13): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Nays: (1): M. van Holst
Absent: (1): S. Turner

Motion Passed (13 to 1)

Moved by: M. Salih
Seconded by: A. Kayabaga

That the Civic Administration, in conjunction with appropriate stakeholders, BE DIRECTED to report back to the Strategic Priorities and

Policy Committee in sixty-day increments, with respect to the proposed by-law related to mandatory face covering.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Turner

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

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

That the Strategic Priorities and Policy Committee convene, In Closed Session, at this time for the purpose of considering a matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): S. Turner

Motion Passed (14 to 0)

The Strategic Priorities and Policy Committee convenes, In Closed Session, from 6:00 PM to 6:44 PM, with respect to a matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality.

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

That the Strategic Priorities and Policy Committee convene, In Closed Session, with respect to a matter pertaining to solicitor-client privileged advice, as it relates to publicly releasing a confidential staff report.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Turner

Motion Passed (14 to 0)

The Strategic Priorities and Policy Committee convenes, In Closed Session, from 7:04 PM to 7:32 PM with respect to a matter pertaining to solicitor-client privileged advice.

7. Adjournment

The meeting adjourned at 9:14 PM.

Bill No. [no. inserted by Clerk's Office]
2020

By-law No. [inserted by Clerk's]

A By-law to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London.

WHEREAS on March 17, 2020, an emergency was declared by the Government of Ontario ("Province") pursuant to Order in Council 518/2020 under section 7.0.1 of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 ("EMCPA") in response to the outbreak of COVID-19;

AND WHEREAS on March 20, 2020 an emergency was declared by the Corporation of the City of London ("City") pursuant to section 4 of the EMCPA in support of the Province's efforts to contain the spread of COVID-19;

AND WHEREAS health authorities at the Federal and Provincial level have recommended that persons wear face coverings in public where physical distancing cannot be maintained;

AND WHEREAS the wearing of face coverings may act as one component of an overall COVID-19 mitigation strategy, of which frequent hand-washing and maintaining a safe physical distancing are also important components;

AND WHEREAS on July 6, 2020, the Medical Officer of Health of the Middlesex London Health Unit ("Medical Officer of Health") made an Order, pursuant to section 22 (5.0.1) of the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, requiring the use of face coverings for owners, operators and passengers of public transit or commercial vehicles for hire, as well as owners and operators of personal care service establishments;

AND WHEREAS because physical distancing is impossible to guarantee in enclosed public spaces, the Medical Officer of Health has advised that the following temporary regulations are a necessary, recognized, practicable, and effective method to limit the spread of COVID-19 and thereby help protect the health, safety, and well-being of the residents of the City;

AND WHEREAS the Medical Officer of Health advises that in addition to reducing the spread of COVID-19, the following temporary measures are likely to reduce anxiety and contribute positively to economic wellbeing;

AND WHEREAS Council of the City is desirous to enact a by-law to require mandatory face coverings in enclosed spaces that are accessible to the public to help contain the spread of COVID-19;

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*") provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* authorizes a municipality to pass by-laws with respect to: economic, social and environmental well-being of the municipality, including respecting climate change; the health, safety and well-being of persons; and the protection of persons and property, including consumer protection;

AND WHEREAS subsections 425(1) and 429(1) of the *Municipal Act, 2001* authorize a municipality to pass by-laws providing that a person who contravenes a municipal by-law is guilty of an offence and to establish a system of fines for offences under a by-law;

AND WHEREAS subsection 436(1) of the *Municipal Act, 2001* provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not a by-law passed under the *Municipal Act, 2001* is being complied with;

AND WHEREAS subsection 444(1) of the *Municipal Act, 2001* authorizes a municipality to make an order requiring the person who contravened a by-law, caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity;

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

MANDATORY FACE COVERINGS BY-LAW

Definitions

1. In this by-law:

"By-law" means this By-law;

"City" means The Corporation of the City of London or the municipality of the City of London, as the context requires;

"Council" means the Municipal Council of the City of London;

"EMCPA" means the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended from time to time;

"Emergency Order" means the emergency orders passed by the Province of Ontario pursuant to the EMCPA related to COVID-19 including any regulations enacted pursuant to EMCPA;

"Face Covering" means a mask or face covering, including a bandana or scarf, construction of cloth, linen or other similar fabric that fits securely to the head and is large enough to completely and comfortably cover the mouth, nose and chin without gapping. A Face Covering may include, but is not required to be, a medical mask such as surgical masks, N95 or other similar masks worn by healthcare workers;

"HPPA" means the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended from time to time;

"Officer" means a police officer; a person appointed by Council as a municipal law enforcement officer; an officer, employee or agent of the City whose responsibility includes enforcement of this By-law;

"Operator" means a person or organization which is responsible for or otherwise has control over the operation of an Establishment;

"Person" or any expression referring to a person or people, means an individual over the age of twelve (12) and also includes a partnership, limited partnership, and a corporation and its directors and officers, and all heirs, executors, assignees and administrators;

Application of this By-law

2. This By-law applies to all Establishments and Persons in the City.
3. For the purposes of this By-law, an Establishment means any portion of a building that is located:
 - (a) indoors; and,
 - (b) where the public is ordinarily invited or permitted access to whether or not a fee or membership is charged for entry.
4. For greater clarity, Establishments shall include the following:
 - (a) premises or any portion thereof which are used as a place of business for the sale or offering for sale of goods or services, including restaurants or the sale of any food or beverage, and including a mall or similar structure containing multiple places of business;
 - (b) churches, mosques, synagogues, temples, or other places of worship;
 - (c) City indoor recreational facilities open to the public, community centres including indoor recreational facilities, whether publically accessible or requiring membership;
 - (d) libraries, art galleries, performing arts centres, museums, aquariums, zoos, and other similar facilities;
 - (e) community service agencies providing services to the public;
 - (f) banquet halls, convention centres, arenas, stadiums, and any other event space;
 - (g) premises utilized as an open house, presentation centre, or other facility for real estate purposes;
 - (h) common areas of hotels, motels or other short-term rentals, such as lobbies, elevators, meeting rooms, or other common use facilities;
 - (i) concert venues, theatres, cinemas, casinos, and other entertainment facilities;
 - (j) other business, organizations and places that are permitted to operate in accordance with the Emergency Orders.
5. Notwithstanding the generality of section 3 and the specificity of section 4, Establishments shall not include the following:
 - (a) day cares, schools, post-secondary institutions, and other facilities used solely for educational purposes;
 - (b) hospitals and portions of buildings used by regulated health professionals;
 - (c) buildings owned or operated by the Province of Ontario or the Government of Canada;
 - (d) portions of community centres, arenas or other buildings that are being used for the purpose of day camps for children or for the training of amateur or professional athletes;
 - (e) school transportation vehicles;
 - (f) court facilities, or a portion of a building where any similar legislated judicial or quasi-judicial proceeding is taking place;
 - (g) professional offices that are not open to the public and are open by appointment only (such as a lawyer or accountant office);
 - (h) indoor areas of buildings that are accessible to employees only.
6. Notwithstanding section 2, this By-law does not apply to any Officer, City employee, or a person hired or engaged by the City to do work or perform services within an Establishment for the specific purposes of performing policing, municipal or enforcement services, including but not limited to, the enforcement of this By-law, or the provisions of an act of Parliament or the Legislature, or an order made under an act of Parliament or the Legislature.

7. Nothing in this By-law is to be construed as permitting anything which is prohibited under federal or provincial legislation, and where there is a conflict in this respect between federal or provincial legislation, or *EMCPA* order, or *HPPA* order, the federal or provincial legislation and orders authorized thereunder shall prevail.

General Obligations and Prohibitions - Operator

8. Subject to the exemptions in section 12, every Operator shall require that Face Coverings are worn by anyone engaged in the operation of the business or delivery of a service or product at an Establishment, including employees, volunteers, agents, or contractors.

9. The Operator shall conspicuously post at all entrances to the Establishment clearly visible signage containing the following text:

ALL PERSONS ENTERING OR REMAINING IN THESE PREMISES SHALL WEAR A MASK OR FACE COVERING WHICH COVERS THE NOSE, MOUTH AND CHIN AS REQUIRED UNDER CITY OF LONDON BY-LAW PH-20.

The following persons are exempt from the requirement to wear a Mask or Face Covering:

- (a) children under twelve years of age;**
- (b) Persons with an underlying medical condition or disability which inhibits their ability to wear a Face Covering;**
- (c) Persons who are unable to place or remove a Face Covering without assistance;**
- (d) employees or agents of the Establishment within an area designated for them and not publically accessible, or in an area separated by a physical barrier;**
- (e) Persons who are reasonably accommodated by not wearing a Face Covering in accordance with the Ontario Human Rights Code;**
- (f) Persons in an Establishment, while receiving services involving the face and requiring the removal of the Face Covering, including but not limited to eating or drinking, or while actively engaging in an athletic or fitness activity.**

Please be respectful of the rights of individuals who are exempt from wearing a mask in conformity with the exemptions provided in the By-law.

To report an incidence of non-compliance with the By-law, contact covidorderconcerns@london.ca or (519) 661-4660

General Obligations and Prohibitions – All Persons

10. Every Person shall wear a Face Covering before entering and while inside an Establishment.

11. Every Person shall ensure that any Person under their care, including children, comply with section 10 of this By-law.

12. Notwithstanding sections 10 and 11 of this By-law, the following Persons shall be exempt from wearing a Face Covering:

- (a) Persons with an underlying medical condition or disability which inhibits their ability to wear a Face Covering;
- (b) Persons who are unable to place or remove a Face Covering without assistance;
- (c) employees or agents of the Establishment within an area designated for them and not publically accessible, or in an area separated by a physical barrier;
- (d) Persons who are reasonably accommodated by not wearing a Face Covering in accordance with the Ontario Human Rights Code;
- (e) Persons in an Establishment, while receiving services involving the face and requiring the removal of the Face Covering, including but not limited to eating or drinking, or while actively engaging in an athletic or fitness activity; and,
- (f) police, fire, or paramedics where it may interfere with the performance of their duties.

13. No Person shall be required to provide proof of any of the exemptions set out in section 12.

Administration, Inspection, and Enforcement

14. The City's Municipal Law Enforcement Office is responsible for the administration and enforcement of this By-law and may appoint delegates or assign duties to City employees for those purposes.

15. The provisions of this By-law may be enforced by an Officer.

16. An Officer may enter on land or buildings at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act, 2001* for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- (a) an order or other requirement made under this By-law; or
- (b) an order made under section 431 of the *Municipal Act, 2001*.

17. An Officer, for the purposes of the inspection under section 20 and in accordance with the conditions set out in section 436 of the *Municipal Act, 2001*, may:

- (a) require the production for inspection of documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information in writing or otherwise as required by an Officer from any person concerning a matter related to the inspection; and,
- (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

18. An Officer may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under section 438 of the *Municipal Act, 2001*, in accordance with the conditions set out in that section, where they have been prevented or is likely to be prevented from carrying out an inspection under section 16.

19. Any Person or Operator who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

20. Upon conviction of an offence under this By-law, a person or operator shall be liable to a fine in accordance with section 429 of the *Municipal Act, 2001*, as follows:

- (a) a minimum of \$500 and a maximum fine of \$100,000.00;
- (b) in the case of a continuing offence, for each day or part of a day that the offence

continues, a minimum of \$500 and a maximum fine of \$10,000.00, and the total of all daily fines for the offence is not limited to \$100,000.00; and
(c) in the case of a multiple offence, for each offence included in the multiple offence, a minimum fine of \$500, and a maximum fine of \$10,000.00, and the total of all fines for each included offence is not limited to \$100,000.00.

21. Where a person or operator has been convicted of an offence, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed by this By-law, make an order:

- (a) prohibiting the continuation or repetition of the offence by the person or operator convicted; and,
- (b) requiring the person or operator convicted to correct the contravention in the manner and within the period that the court considers appropriate.

22. An offence under this By-law may constitute a continuing offence or a multiple offence as set out in the *Municipal Act, 2001*.

General

23. This By-law shall not be interpreted so as to conflict with a provincial or federal statute, regulation or instrument of a legislative nature, including an order made under the EMCPA or the HPPA.

24. If a court of competent jurisdiction declares any provision or part of a provision of this By-law invalid, the provision or part of a provision is deemed severable from this By-law and it is the intention of Council that the remainder of this By-law shall continue to be of full force and effect.

25. This By-law comes into force and effect on the day it is passed and shall remain in effect until December 31, 2020 or until such time as the regulation O. Reg 364/20: Rules for Areas in Stage 3, made under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9., is revoked.

PASSED in Open Council on July 21, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SUPPLEMENTAL REPORT

TO:	CHAIR AND MEMBERS STRATEGIC PRIORITIES AND POLICY COMMITTEE MEETING ON MONDAY, JULY 20, 2020
FROM:	AYNSLEY ANDERSON SOLICITOR
SUBJECT	MANDATORY WEARING OF FACE COVERINGS

RECOMMENDATION

That, on the recommendation of the City Solicitor's Office, the following report **BE RECEIVED** for information.

LEGAL CONSIDERATIONS

This report was prepared to accompany the report dated July 20, 2020, titled "Additional Legislated Measures to Reduce the Risk of Further COVID-19 Infections in the City of London." For additional factual context, please see accompanying report.

Jurisdiction

Throughout the COVID-19 Emergency, the City of London has been relying on, and following the direction of the Medical Officer of Health for the Middlesex London Health Unit (the "Medical Officer of Health").

The *Health Protection and Promotion Act* provides the Board of Health with jurisdiction over the "control of infectious diseases and diseases of public health significance,... health promotion, health protection and disease and injury prevention"¹ and the Medical Officer of Health with jurisdiction over matters of "issues relating to public health concerns and to public health programs."²

Similarly, municipal council has jurisdiction over matters that are set out in the *Municipal Act, 2001*, namely as found in subsection 10(2), which includes

A single-tier municipality may pass by-laws respecting the following matters:

6. Health, safety and well-being of persons.

There is some overlap here.

Charter of Rights and Freedoms

Any government action, including the enactment of by-laws, is subject to the Charter, regardless of whether it is explicitly stated. A Charter challenge is typically assessed as a "two-step" test, and examples of grounds for identifying a breach of a Charter-protected right are outlined below.

Step 1 – Has there been a breach of a Charter-protected right?

Section 7 establishes that everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice. Section 7 rights protect people from state intervention; do not impose positive obligations on the state. Principles of fundamental justice are not protected interests, but rather qualifications on the right not to be deprived of life, liberty and security. Principles of fundamental justice require a balancing of state and individual interests.

1 Subsection 5(2) and (3) HPPA

2 Subsection 67(1) HPPA

Section 8 establishes that everyone has the right to be secure against unreasonable search or seizure. To establish a violation, claimants must demonstrate: first, that a governmental act constituted a “search or seizure”; and second, that the search or seizure was “unreasonable”. The “search or seizure” question reduces to whether the act intruded on the claimant’s “reasonable expectation of privacy”.

Section 15 establishes that every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Step 2: If there was a breach, is the breach justified?

Once a breach is established, the burden shifts to the government to demonstrate that the breach is justified through the Oakes Test. There are two parts to the Oakes test. The first part asks whether the purpose of the law is a significant (i.e. pressing and substantial) objective to society. The object must be of sufficient importance to warrant overriding of a constitutionally protected right or freedom. The object identified must be the original purpose of the legislation. The second part asks whether the breach is proportional. To be proportional, the considerations are threefold. First, there must be a rational connection (i.e. is the by-law connected to the end the government seeks to achieve). The by-law must not be unfair, arbitrary, or based on irrational factors. Second, there must be minimal impairment to the charter right. Third, there must be proportionality between means and effects.

Use of *Health Protection and Promotion Act* (“HPPA”) Orders

The HPPA Order, pursuant to section 22 of the HPPA, is a tool that has been used by the Medical Officer of Health in London with respect to mandatory face coverings on public transit, in commercial vehicles for hire, and in personal service establishments.

***Emergency Management and Civil Protection Act* (“EMCPA”) Plan and Orders**

The Municipality has actioned an Emergency Response Plan and declared a State of Emergency, in accordance with the provisions of the *Emergency Management and Civil Protection Act* (“EMCPA”). In accordance with that legislation, there exists an ability to make any order required to implement the emergency plan of the municipality and to protect the health, safety and welfare of the inhabitants of the emergency area. The City’s Emergency Response Plan does not describe the use of masks or face coverings as an action that could be implemented under the jurisdiction of the EMCPA. Any actions or decisions with respect to the City’s Emergency Response Plan occur in consultation with the City’s Emergency Operations Centre Policy Committee.

Occupier’s Liability Act

The City is an “occupier” for the purposes of this legislation on all City property, and as such owes the general public a reasonable duty of care regarding safe enjoyment of that property. The City has already taken steps to ensure the safety of the public on public property, including signage, self-checks, and physical distancing. A precondition to entry imposed by an occupier must be reasonable in itself and in its connection to protecting the safety of persons on the property.

Obligation to enforce By-laws

Generally, a municipality has broad discretion on the manner and extent of enforcement of by-laws, as long as it is acting in good faith and reasonably under the circumstances. However, once adopted as a by-law containing prohibitions with corresponding offence provisions, Council cannot specifically direct enforcement officers with respect to the manner in which they are enforced, or not enforced. Enforcement will occur in accordance with the Municipal Law Enforcement Services Standard Operating Guidelines, unless Council directs otherwise. The City also has an obligation to honour the terms of the Memorandum of Understanding, entered into between the City and the Attorney General with the respect to prosecution of municipal by-laws, for example, in section 2.1.7:

The entire justice process, from the laying of charges through to final disposition of appeals, shall continue to operate independently and free from political intervention.

The Medical Officer of Health has no jurisdiction with respect to the enforcement of the proposed by-law.

PREPARED AND RECOMMENDED BY:	
	AYNSLEY ANDERSON SOLICITOR II

Bill No. 231
2020

By-law No. PH-20

A by-law to temporarily require the use of face coverings within enclosed publicly-accessible spaces in the City of London.

WHEREAS on March 17, 2020, an emergency was declared by the Government of Ontario ("Province") pursuant to Order in Council 518/2020 under section 7.0.1 of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 ("EMCPA") in response to the outbreak of COVID-19;

AND WHEREAS on March 20, 2020 an emergency was declared by the Corporation of the City of London ("City") pursuant to section 4 of the EMCPA in support of the Province's efforts to contain the spread of COVID-19;

AND WHEREAS health authorities at the Federal and Provincial level have recommended that persons wear face coverings in public where physical distancing cannot be maintained;

AND WHEREAS the wearing of face coverings may act as one component of an overall COVID-19 mitigation strategy, of which frequent hand-washing and maintaining a safe physical distancing are also important components;

AND WHEREAS on July 6, 2020, the Medical Officer of Health of the Middlesex London Health Unit ("Medical Officer of Health") made an Order, pursuant to section 22 (5.0.1) of the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, requiring the use of face coverings for owners, operators and passengers of public transit or commercial vehicles for hire, as well as owners and operators of personal care service establishments;

AND WHEREAS because physical distancing is impossible to guarantee in enclosed public spaces, the Medical Officer of Health has advised that the following temporary regulations are a necessary, recognized, practicable, and effective method to limit the spread of COVID-19 and thereby help protect the health, safety, and well-being of the residents of the City;

AND WHEREAS the Medical Officer of Health advises that in addition to reducing the spread of COVID-19, the following temporary measures are likely to reduce anxiety and contribute positively to economic wellbeing;

AND WHEREAS Council of the City is desirous to enact a by-law to require mandatory face coverings in enclosed spaces that are accessible to the public to help contain the spread of COVID-19;

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*") provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* authorizes a municipality to pass by-laws with respect to: economic, social and environmental well-being of the municipality, including respecting climate change; the health, safety and well-being of persons; and the protection of persons and property, including consumer protection;

AND WHEREAS subsections 425(1) and 429(1) of the *Municipal Act, 2001* authorize a municipality to pass by-laws providing that a person who contravenes a municipal by-law is guilty of an offence and to establish a system of fines for offences under a by-law;

AND WHEREAS subsection 436(1) of the *Municipal Act, 2001* provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not a by-law passed under the *Municipal Act, 2001* is being complied with;

AND WHEREAS subsection 444(1) of the *Municipal Act, 2001* authorizes a municipality to make an order requiring the person who contravened a by-law, caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity;

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

MANDATORY FACE COVERINGS BY-LAW

Definitions

1. In this by-law:

"By-law" means this By-law;

"City" means The Corporation of the City of London or the municipality of the City of London, as the context requires;

"Council" means the Municipal Council of the City of London;

"EMCPA" means the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended from time to time;

"Emergency Order" means the emergency orders passed by the Province of Ontario pursuant to the EMCPA related to COVID-19 including any regulations enacted pursuant to EMCPA;

"Face Covering" means a mask or face covering, including a bandana or scarf, construction of cloth, linen or other similar fabric that fits securely to the head and is large enough to completely and comfortably cover the mouth, nose and chin without gapping. A Face Covering may include, but is not required to be, a medical mask such as surgical masks, N95 or other similar masks worn by healthcare workers;

"HPPA" means the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended from time to time;

"Officer" means a police officer; a person appointed by Council as a municipal law enforcement officer; an officer, employee or agent of the City whose responsibility includes enforcement of this By-law;

"Operator" means a person or organization which is responsible for or otherwise has control over the operation of an Establishment;

"Person" or any expression referring to a person or people, means an individual over the age of twelve (12) and also includes a partnership, limited partnership, and a corporation and its directors and officers, and all heirs, executors, assignees and administrators;

Application of this By-law

2. This By-law applies to all Establishments and Persons in the City.
3. For the purposes of this By-law, an Establishment means any portion of a building that is located:
 - (a) indoors; and,
 - (b) where the public is ordinarily invited or permitted access to whether or not a fee or membership is charged for entry.
4. For greater clarity, Establishments shall include the following:
 - (a) premises or any portion thereof which are used as a place of business for the sale or offering for sale of goods or services, including restaurants or the sale of any food or beverage, and including a mall or similar structure containing multiple places of business;
 - (b) churches, mosques, synagogues, temples, or other places of worship;
 - (c) City indoor recreational facilities open to the public, community centres including indoor recreational facilities, whether publically accessible or requiring membership;
 - (d) libraries, art galleries, performing arts centres, museums, aquariums, zoos, and other similar facilities;
 - (e) community service agencies providing services to the public;
 - (f) banquet halls, convention centres, arenas, stadiums, and any other event space;
 - (g) premises utilized as an open house, presentation centre, or other facility for real estate purposes;
 - (h) common areas of hotels, motels or other short-term rentals, such as lobbies, elevators, meeting rooms, or other common use facilities;
 - (i) concert venues, theatres, cinemas, casinos, and other entertainment facilities;
 - (j) other business, organizations and places that are permitted to operate in accordance with the Emergency Orders.
5. Notwithstanding the generality of section 3 and the specificity of section 4, Establishments shall not include the following:
 - (a) day cares, schools, post-secondary institutions, and other facilities used solely for educational purposes;
 - (b) hospitals and portions of buildings used by regulated health professionals;
 - (c) buildings owned or operated by the Province of Ontario or the Government of Canada;
 - (d) portions of community centres, arenas or other buildings that are being used for the purpose of day camps for children or for the training of amateur or professional athletes;
 - (e) school transportation vehicles;
 - (f) court facilities, or a portion of a building where any similar legislated judicial or quasi-judicial proceeding is taking place;
 - (g) professional offices that are not open to the public and are open by appointment only (such as a lawyer or accountant office);
 - (h) indoor areas of buildings that are accessible to employees only.
6. Notwithstanding section 2, this By-law does not apply to any Officer, City employee, or a person hired or engaged by the City to do work or perform services within an Establishment for the specific purposes of performing policing, municipal or enforcement services, including but not limited to, the enforcement of this By-law, or the provisions of an act of Parliament or the Legislature, or an order made under an act of Parliament or the Legislature.

7. Nothing in this By-law is to be construed as permitting anything which is prohibited under federal or provincial legislation, and where there is a conflict in this respect between federal or provincial legislation, or *EMCPA* order, or *HPPA* order, the federal or provincial legislation and orders authorized thereunder shall prevail.

General Obligations and Prohibitions - Operator

8. Subject to the exemptions in section 12, every Operator shall require that Face Coverings are worn by anyone engaged in the operation of the business or delivery of a service or product at an Establishment, including employees, volunteers, agents, or contractors.

9. The Operator shall conspicuously post at all entrances to the Establishment clearly visible signage containing the following text:

ALL PERSONS ENTERING OR REMAINING IN THESE PREMISES SHALL WEAR A MASK OR FACE COVERING WHICH COVERS THE NOSE, MOUTH AND CHIN AS REQUIRED UNDER CITY OF LONDON BY-LAW PH-20.

The following persons are exempt from the requirement to wear a Mask or Face Covering:

- (a) children under twelve years of age;**
- (b) Persons with an underlying medical condition or disability which inhibits their ability to wear a Face Covering;**
- (c) Persons who are unable to place or remove a Face Covering without assistance;**
- (d) employees or agents of the Establishment within an area designated for them and not publically accessible, or in an area separated by a physical barrier;**
- (e) Persons who are reasonably accommodated by not wearing a Face Covering in accordance with the Ontario Human Rights Code;**
- (f) Persons in an Establishment, while receiving services involving the face and requiring the removal of the Face Covering, including but not limited to eating or drinking, or while actively engaging in an athletic or fitness activity;**
- (g) Persons within an Establishment, while participating in a religious service, for rituals which require an uncovered mouth.**

Please be respectful of the rights of individuals who are exempt from wearing a mask in conformity with the exemptions provided in the By-law.

To report an incidence of non-compliance with the By-law, contact covidorderconcerns@london.ca or (519) 661-4660

General Obligations and Prohibitions – All Persons

10. Every Person shall wear a Face Covering before entering and while inside an Establishment.

11. Every Person shall ensure that any Person under their care, including children, comply with section 10 of this By-law.
12. Notwithstanding sections 10 and 11 of this By-law, the following Persons shall be exempt from wearing a Face Covering:
- (a) Persons with an underlying medical condition or disability which inhibits their ability to wear a Face Covering;
 - (b) Persons who are unable to place or remove a Face Covering without assistance;
 - (c) employees or agents of the Establishment within an area designated for them and not publically accessible, or in an area separated by a physical barrier;
 - (d) Persons who are reasonably accommodated by not wearing a Face Covering in accordance with the Ontario Human Rights Code;
 - (e) Persons in an Establishment, while receiving services involving the face and requiring the removal of the Face Covering, including but not limited to eating or drinking, or while actively engaging in an athletic or fitness activity;
 - (f) police, fire, or paramedics where it may interfere with the performance of their duties; and,
 - (g) Persons within an Establishment, while participating in a religious service, for rituals which require an uncovered mouth.
13. No Person shall be required to provide proof of any of the exemptions set out in section 12.

Administration, Inspection, and Enforcement

14. The City's Municipal Law Enforcement Office is responsible for the administration and enforcement of this By-law and may appoint delegates or assign duties to City employees for those purposes.
15. The provisions of this By-law may be enforced by an Officer.
16. An Officer may enter on land or buildings at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act, 2001* for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- (a) an order or other requirement made under this By-law; or
 - (b) an order made under section 431 of the *Municipal Act, 2001*.
17. An Officer, for the purposes of the inspection under section 20 and in accordance with the conditions set out in section 436 of the *Municipal Act, 2001*, may:
- (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information in writing or otherwise as required by an Officer from any person concerning a matter related to the inspection; and,
 - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
18. An Officer may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under section 438 of the *Municipal Act, 2001*, in accordance with the conditions set out in that section, where they have been prevented or is likely to be prevented from carrying out an inspection under section 16.

19. Any Person or Operator who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

20. Upon conviction of an offence under this By-law, a person or operator shall be liable to a fine in accordance with section 429 of the *Municipal Act, 2001*, as follows:

- (a) a minimum of \$500 and a maximum fine of \$100,000.00;
- (b) in the case of a continuing offence, for each day or part of a day that the offence continues, a minimum of \$500 and a maximum fine of \$10,000.00, and the total of all daily fines for the offence is not limited to \$100,000.00; and
- (c) in the case of a multiple offence, for each offence included in the multiple offence, a minimum fine of \$500, and a maximum fine of \$10,000.00, and the total of all fines for each included offence is not limited to \$100,000.00.

21. Where a person or operator has been convicted of an offence, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed by this By-law, make an order:

- (a) prohibiting the continuation or repetition of the offence by the person or operator convicted; and,
- (b) requiring the person or operator convicted to correct the contravention in the manner and within the period that the court considers appropriate.

22. An offence under this By-law may constitute a continuing offence or a multiple offence as set out in the *Municipal Act, 2001*.

General

23. This By-law shall not be interpreted so as to conflict with a provincial or federal statute, regulation or instrument of a legislative nature, including an order made under the EMCPA or the HPPA.

24. If a court of competent jurisdiction declares any provision or part of a provision of this By-law invalid, the provision or part of a provision is deemed severable from this By-law and it is the intention of Council that the remainder of this By-law shall continue to be of full force and effect.

25. This By-law comes into force and effect on the day it is passed and shall remain in effect until December 31, 2020 or until such time as the regulation O. Reg. 364/20: Rules for Areas in Stage 3, made under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9., is revoked.

PASSED in Open Council on July 21, 2020.

Ed Holder
Mayor

Barb Westlake-Power
Deputy City Clerk

First Reading – July 21, 2020
Second Reading – July 21, 2020
Third Reading – July 21, 2020

Location Map



Schedule "C"

FARM LAND LEASE

Between:

FIELD AND FLOCK FARMS LTD.
(the "Tenant")

and

THE CORPORATION OF THE CITY OF LONDON
(the "City")

In consideration of the rent, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the City leases to the Tenant and the Tenant leases from the City the lands described as 4025 Manning Drive, approximately 80 acres, as shown in the attached Schedule "A" (the "Lands") subject to the terms and conditions set out in this Lease Agreement:

THE TENANT COVENANTS AND AGREES AS FOLLOWS:

1. The term of this Lease Agreement shall be for five (5) years, with one option for renewal at market rates, commencing on August 20th, 2020 and expiring on January 31st, 2025.
2. Rent shall be the sum of **EIGHTEEN THOUSAND EIGHT HUNDRED** plus HST (\$18,800 plus HST) per year, payable in one installment payable to the City Treasurer, November 1st in each year of the agreement. The Tenant shall pay rent without demand.
3. To use the Lands for agricultural purposes only and not to carry out or permit to be carried out upon the Lands any business that may be deemed a nuisance to or disturbance of the occupiers or owners of the adjoining lands and to carry on the operation of the business using proper farming methods including adequate application of fertilizers and crop rotation in order to keep the soil in good productive condition.
4. Not to assign this Lease Agreement without written consent, which consent may not be unreasonably withheld.
5. To comply with all applicable laws, by-laws, and regulations of every federal, provincial or municipal department or organization.
6. To remove, before they go to seed, all weeds upon the Lands during the term of this Lease Agreement.
7. To keep the Lands neat and tidy, and to remove all ashes and rubbish.
8. To construct no buildings or structures on the Lands.
9. To indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Tenant, or other persons for whom the Tenant is responsible.
10. At its own expense, obtain and maintain
 - i) Liability Insurance covering farm operations in a form satisfactory to the Manager, Risk Management in an amount not less than Five Million Dollars (\$5,000,000.00) This policy shall also include pollution liability for injury or damage arising from farming operations on or off the Lands and shall include the City as an additional insured with respect to the Tenant's operations and obligations under this Lease Agreement;
 - ii) Standard farm property insurance covering produce, livestock, machinery and equipment owned or leased by the Licensee, such policy shall include a waiver of subrogation in favour of the City; and
 - iii) Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000.00) on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Lease Agreement.
 - iii) The above-mentioned insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the City at inception of this Lease Agreement and thereafter promptly on the insurance renewal date.

- iv) The City reserves the right to request, from time to time, such higher limits of insurance or other types' of policies appropriate to this Lease Agreement as the City may reasonably require.
11. To take good care of the Lands, to ensure that the farming of the Lands and maintaining of improvements thereon is performed in a careful and prudent manner, and to ensure that the condition in which the Tenant found it, notwithstanding ordinary wear and tear or unavoidable casualties which are not the fault of the Tenant.
 12. To allow the City the right to enter upon the Lands to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the Tenant as provided in this Lease Agreement.
 13. The City may terminate this Lease Agreement on sixty (60) days written notice should the Lands be required for municipal purposes.
 14. In the event that the Tenant fails to comply with any term of this Lease Agreement, the City may terminate the privilege and contract herein granted at any time by giving notice in writing to the Tenant specifying the nature of the default and upon expiration of thirty (30) days following delivery of such notice, the default has not been cured, this Lease Agreement shall at the option of the City cease and be at an end. Any waiver by the City of any breach by the Tenant of any provisions of this Lease Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
 15. Should any crop be lost through cancellation of this Lease Agreement pursuant to Clause 13, if all of the Lands are required by the City then all rent paid will be refunded. Should only part of the Lands be required by the City, then as compensation for any crop lost on the affected part, rent paid will be refunded on a prorated basis, with the percentage of rent paid to be refunded based on and equal to the percentage of land required by the City. Any rent owing for the period subsequent to the termination until the end of the Lease Agreement will be paid for the remaining parcel on a prorated basis and it is understood by the Tenant that the said refund shall be accepted by the Tenant as full compensation for any such loss of crops, including lost revenue, and all money spent on the production of said crops (including but not limited to, costs of labour, machinery, fertilizer, seed and fuel).
 16. Should cancellation of this Lease Agreement pursuant to clause 13 occur subsequent to the harvesting of crops, if all of the Lands are required by the City, then any rent paid for the period subsequent to termination shall be refunded on a prorated basis, and any rents not paid for the period prior to termination shall become due and owing on the date of payment specified in this Lease Agreement on a prorated basis. If only part of the Lands is required by the City, any refund will be prorated based on the percentage of the Lands required by the City, and any rent owing for the period prior to termination will be paid based on all of the Lands, and any rent owing for the period subsequent to termination until the end of the Lease Agreement will be paid for the remaining portion of the Lands on a prorated basis.
 17. The Tenant agrees to provide a valid Farm Business Registration Number to support Farm Property Class Tax Rate Program and related eligibility requirements. The Tenant further agrees to provide certification of farming activities in support of the City's related applications under the Program.
 18. In the final year of this agreement, after the last crop is harvested and prior to December 1st, the tenant agrees to fall till the lands.

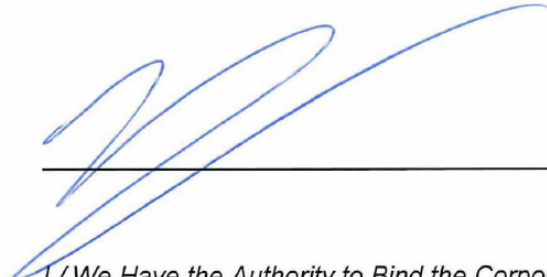
19. All notices which may be necessary or proper for either party to serve upon the other, shall be effectively served if sent postage prepaid to the following addresses:

City's Address:
The Corporation of the City of London
Manager, Realty Operations
300 Dufferin Avenue
P.O. Box 5035
London ON N6A 4L9

Tenant's Address:
Field and Flock Farms Ltd
Mat Versteegh
50292 Vienna Line
Aylmer, ON N5H 2R2

IN WITNESS WHEREOF the Tenant has affixed its corporate seal, attested by the hands of its duly authorized officers, this 22 day of June 2020,

Witness:



I/We Have the Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the above Lease Agreement and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law _____ of The Council of The Corporation of the City of London passed the _____ day of _____,

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

APPENDIX "A" SOURCE OF FINANCING REPORT

APPENDIX 'A'
CONFIDENTIAL

#20103

Chair and Members
Corporate Services Committee

July 13, 2020
(Property Acquisition)

**RE: Property Acquisition - W12A Buffer - 4025 Manning Drive
Subledger (LD200025)
Capital Project SW6030 - Landfill Site Property Acquisition**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this purchase is not included in the approved Capital Works Budget but can be accommodated with a draw from the Sanitary Landfill Reserve Fund and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u> 2)	<u>Approved Budget</u>	<u>Additional Financing</u>	<u>Revised Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>
Land Acquisition	\$11,972,569	\$1,832,423	\$13,804,992	\$11,973,981	\$1,831,011
NET ESTIMATED EXPENDITURES	<u>\$11,972,569</u>	<u>\$1,832,423</u>	<u>\$13,804,992</u>	<u>\$11,973,981</u> 1)	<u>\$1,831,011</u>
<u>SUMMARY OF FINANCING:</u>					
Drawdown from Sanitary Landfill Reserve Fund 3)	\$11,927,102	\$1,832,423	\$13,759,525	\$11,928,514	\$1,831,011
Funded from Operations	45,467		45,467	45,467	
TOTAL FINANCING	<u>\$11,972,569</u>	<u>\$1,832,423</u>	<u>\$13,804,992</u>	<u>\$11,973,981</u>	<u>\$1,831,011</u>

1) Financial Note:

Purchase Cost	\$1,750,000
Add: Environmental test & other disbursements	12,000
Sub-total	<u>1,762,000</u>
Add: Land Transfer Tax	38,000
Add: HST @13%	229,060
Less: HST Rebate	(198,049)
Total Purchase Cost	<u>\$1,831,011</u>

NOTES:

- 2) The approved budget for SW6030 - Landfill Site Property Acquisition includes life-to-date budget for this capital project.
- 3) The additional financing required in the amount of \$1,832,423 is available as an additional drawdown from the Sanitary Landfill Reserve Fund. The uncommitted balance in the Sanitary Landfill Reserve Fund will be approximately \$2.9 million with the approval of this purchase. According to Corporate Finance policy, the capital project SW6030 - Landfill Site Property Acquisition has not been funded since 2013. Funding for this and all future land acquisitions will be drawn directly from the Sanitary Landfill Reserve Fund that has been established and funded to support these land acquisitions, plus other capital projects related to the landfill.

ms


 Kyle Murray
 Director of Financial Planning & Business Support

August 10, 2020

Chair and Members
Planning & Environment Committee
City of London
300 Dufferin Avenue, 6th Floor
P.O. Box 5035
London, ON N6A 4L9

Attention: Heather Lyzynski, Committee Secretary

Re: **Planning & Environment Committee (PEC)**
August 10, 2020, Item #3.6, 2040 River Road

On behalf of TRY Recycling Inc., Waste Management Inc., Miller Waste Systems and StormFisher, all of which are companies which manage waste in the City of London, we wish to comment on Application Z-9133 being considered today.

While we do not oppose the rezoning of the subject lands to allow a waste transfer and recycling facility, we are very concerned that this be done in a manner that incorporates the environmental protections that the City has insisted upon in other similar waste handling projects.

Such protections can be incorporated into a zoning bylaw through specific permitted use provisions, and through the use of Holding provisions.

In the current application, the definition used in the Zoning Bylaw Amendment permits a much broader waste operation than what is described in the application materials. For example, it allows the use of the property for transfer of household waste.

Unlike other operations in the City, the bylaw does not require waste transfer to be carried out in an indoor facility. Unlike other City operations, the bylaw does not use a holding H zone to require a system of stormwater collection and testing and connection to the City's stormwater system. Without such requirements, the ZBA does not specifically prevent untested and untreated water flowing over mixed waste to run off and infiltrate to the groundwater system.

It is our understanding that the recent Environmental Compliance Approval (ECA) amendment obtained by Global, and referred to in the staff report, relates to the hauling of waste, and is not an ECA for waste processing and handling facilities at this site.

Typically, the City would make such approval, in accordance with the City and Ministry standards, a condition of the lifting of a Holding provision.

In similar waste management projects, the City has incorporated a high standard of environmental protection into its planning approvals. These considerations appear to be missing in the recommendations for this application. Our clients are also concerned that environmental harm relating to any local waste handling site has the potential to cause damage to the waste and recycling industry as a whole.

We ask that the Committee REFER BACK to Planning Staff Application Z-9133 for consideration of the environmental protections that should be incorporated into the proposed Zoning Bylaw Amendment for this site. We would recommend that such consideration be done in consultation with Jay Stanford, the City's Director of Environment and Solid Waste, who may be able to offer insights and guidance. As well, our clients would be pleased to provide additional details and assistance. They learned of this application only within the past few days.

Yours very truly,

ZELINKA PRIAMO LTD.



For Richard Zelinka, MES, MCIP, RPP
Principal Planner

cc. City Council



396 Neptune Cres. London, ON N6M 1A1
Bus: 519-642-1466 Fax: 519-951-1484
Email: info@alobalwaste.ca

August 21, 2020

Corporation of the City of London
P.O. Box 5035
300 Dufferin Ave.
London ON N6A 4L9

**Z-9133 2040 River Road - Add Permitted Use to All Industrial Zone & Area
Solid Waste Transfer & Recycling Facility - Non-Hazardous, Non-Biodegradable**

to: **Mayor Ed Holder & Members of London Municipal Council**

This added communication was prepared to assist staff Council members with the following input that was provided through this protracted zoning approval process:

1. UTRCA input and correspondence
2. Written questions from City of London solid waste staff on future operations
3. Letter from Zelinka Priamo for other London waste recycling companies; and
4. Review of video and notes from August 10 Planning Committee Meeting.

Provincial ECA and City of London Site Plan Approval Requirements

All of the above concerns will be addressed through the next two (2) stages of City of London site plan approval and Provincial solid waste management licensing requirements.

UTRCA Comments

UTRCA has been insisting that a natural feature was removed by the applicant. It has not and their mapping is not accurate. This has resulted in the significant delay of this simple rezoning application in an existing established all industrial zone and area. The recommended new OS zone is to protect a new watercourse which was constructed adjacent to our property which has been fully considered in our revised draft site plan, previously submitted for City and UTRCA preliminary approval. We have been working closely with UTRCA and achieved a resolution that addresses the potential environment impact concerns in the area. All restoration and rehabilitation plans, engineering and grading plans shall be prepared to the satisfaction of UTRCA and the City of London for site plan approval.

Letter from Other London Recycling Operations

Our planning, design and approvals engineer, Manengment Ltd., is one of the most qualified solid waste management and environmental engineering firms in Ontario. This includes over 40 years' experience on recycling site approvals; primarily in the London area and southwestern Ontario. All other waste management recycling sites in London are well known to our engineer who has worked on some of them for site plan and ECA approvals and to certify environmental compliance on those sites.

Discussion at Planning Committee

EIS - the extensive review, research, and resolution with UTRCA ensures that any potential environment impact concerns are addressed and to the satisfaction of the conservation authority prior to any development approvals. In other words, the EIS has already essentially been completed and will be confirmed for the ECA.

Zoning - The proposed definition addresses the type of waste that we currently handle, and the proposed designation is in keeping with all other similar uses in the City. Most have a light and general industrial component to their site zone designation.

Our business handles mostly construction, commercial, institutional, industrial and residential solid waste. We do not handle organic green bin material or bio-digestive types of waste. Similarly, no hazard solid or liquid waste will be accepted at the site and our waste material sources and customers will be screened in advance. The ECA license will be clear and specific on permissions and restrictions including handling, tonnages, storage volumes, emergency waste handling and removal, odour, etc.

Other Items - organics, runoff, zoning concerns, and storage to be addressed as above.

Additional Notes

Pre-consultation meetings and formal correspondence have already taken place with the provincial MECP over the past year to begin the requisite ECA approval process. This is taken place while we have been working in advance with UTRCA and the City on an acceptable site plan. Additional and sufficient environmental protection and enhancement measures will be provided through the ECA and the site plan approval process as already demonstrated by Global on the unexpected but accepted new watercourse setback.

As Council Members would appreciate, our investment to date has been significant and the added permitted use will provide confidence for further investment in the ECA and site plan approval. The City of London will of course be circulated on all formal correspondence related to the ECA as part of the site plan approval process.

The waste transfer and recycling depot that we are proposing aligns with the London Plan, provincial interests, and with Council strategic plans for waste reduction, job creation, environmental protection, and property assessment value.

Yours truly

Global Waste London Ltd.

Victor DaSilva
Family Owner & License Rep., Manager of Operations

From: van Holst, Michael

Sent: Sunday, August 23, 2020 9:49 PM

To: Westlake-Power, Barb <bwestlak@london.ca>; Schulthess, Michael <mschulth@London.ca>; Lewis, Shawn <slewis@london.ca>

Cc: Hayes, Richard <rhayes@london.ca>; Smith, Cheryl <CSmith@London.ca>

Subject: For the Added Council agenda RE: CSPC item # 5 (2.1) VECS single source procurement

Dear Council Colleagues,

I want to extend my gratitude to Deputy Fire Chief Hayes for so quickly following up on the request to investigate the Fumavent Vehicle Exhaust Capture System.

Though cost-effective for small US jurisdictions with a single fire station, there turned out to be no opportunity for London where many vehicles may move interchangeably between station bays. There is also no dealer yet in Canada to supply, install, or maintain the equipment.

I am asking council to vote against the motion from committee and allow me to move the original staff recommendation for a single source procurement that allows Fire Services can move to a homogenous system for exhaust capture.

Sincerely,

Michael van Holst
Councillor, Ward 1

MAIL paula.lombardi@siskinds.com

FILE NO. 15041

Delivered by Email to the Cathy Saunders, City Clerk (csaunders@london.ca)

August 20, 2020

Mayor and Members of Council
The Corporation of the City of London
300 Dufferin Avenue
London ON N6A 4L9

Cathy Saunders
City Clerk
The Corporation of the City of London
300 Dufferin Avenue
London ON N6A 4L9

Your Worship and Members of Council:

Re: **Reconsideration Request – Second Sidewalk
Silverleaf Chase and Silver Creek Crescent – City of London**

We have been retained by several property owners residing along Silverleaf Chase and Silver Creek Crescent, City of London ("Clients"). On August 10, 2020, our Clients appeared before the City of London's Planning Environment Committee ("PEC") to seek a reconsideration of City Council's decision of July 21, 2020 denying their request that City Council stop the installation of the sidewalk on the east side of Silverleaf Chase and the inside portion of Silver Creek Crescent ("Subject Area"). Our Clients requested that the PEC reconsider its decision to require the installation of the second sidewalk in the Subject Area. On August 10, 2020 PEC denied our Clients request for reconsideration.

The existing road width in the Subject Area is approximately 6 m (edge of curb to edge of curb) in a 20 m standard road right-of-way and surprisingly 1.5 m concrete sidewalks have been proposed on both sides of the road.

Our Clients are formally requesting that a motion be brought forward by City Council to reconsider its decision as it relates to the installation of the second sidewalk based on the new information provided by our Clients including but not limited to the Baird I AE architecture + engineering report dated August 18, 2020 ("Baird Report"). Our Clients retained Baird I AE architecture + engineering as an independent third party to complete an independent third party review of the Subject Area.

DIRECT
TELEPHONE (519) 860-7878
FACSIMILE (519) 860-7879

HEAD OFFICE
TELEPHONE (519) 872-2121
FACSIMILE (519) 872-8085

4375628

With Council's reconsideration of its decision, our Clients request that the City amend the existing requirements set out in the Subdivision Agreement or any other development agreement for the Subject Area to remove the requirement for the installation of the second sidewalk.

BAIRD REPORT

The Baird Report concludes that the current design of the road, including the second sidewalk in the Subject Area, creates problems in the Subject Area from a traffic, congestion and safety perspective. The Baird Report notes numerous developments in the City of London situated outside of the Subject Area have utilized a paved parking lane in the boulevard instead of requiring a second sidewalk specifically to avoid the safety issues being created by this requirement in the Subject Area.

The professional opinion set out in the Baird Report confirms that the use of a parking lane creates space for on street parking, reduces congestions on the road, provides room for garbage trucks and school buses while ensuring that no safety issues / concerns arise due to the inability of emergency vehicles to effectively access the Subject Area.

The Baird Report appropriately notes that the current design of road including the installation of 1.5 m concrete sidewalks on both sides of the road results in significant safety concerns in the Subject Area.

We note that the City in its "City Wide Urban Design Manual" recommends a roadway width of 8.0 m to create pedestrian-friendly and walkable neighbourhoods in both greenfield and infill contexts. There is no requirement that the existing road width in the Subject Area is necessary or required to improve the pedestrian and living experience. The City does not have any specific design standards supporting the requirement of the 6.0 m road with sidewalks on both sides.

The Baird Report recommends a simple solution to these concerns being the removal of the proposed second sidewalk to benefit the current parking situation and allow existing residents to park additional vehicles in their driveway reducing the requirement for on street parking. The elimination of the second sidewalk in the Subject Area will also mitigate our Client's safety concerns.

SAFETY CONCERNS / RESTRICTIONS

The issues currently being experienced in the Subject Area as a result of the 6.0 roadway are caused by day-to-day traffic generated by people coming to visit residents in the area, service vehicles and deliveries. At this time the subdivision is approximately 40% complete and the situation has become untenable in the Subject Area. The issues and concerns will only be exacerbated and continue to get worse with the build out of the subdivision.

The streets in the Subject Area are significantly less than the 8.0 m recommended in the City Wide Urban Design Manual, being approximately 6.0 m. The narrow width of the streets results in significant

traffic concerns, creates unsafe conditions for pedestrians, and results in significant restrictions for emergency vehicles requiring access to the Subject Area.

Currently, City of London garbage trucks and paratransit services are having difficulty accessing the Subject Area making it difficult and unsafe for children in the area. On numerous occasions the City's garbage trucks were unable to pick up the garbage on schedule as they were unable to maneuver the garbage truck through the Subject Area due to the size of the roads.

Recently the London Fire Department attended the Subject Area and confirmed their concerns with the existing width of the street in the Subject Area. The London Fire Department was unable to get through the Subject Area without coming to a complete stop and needing someone to come out and move their parked vehicle. When our Clients spoke to the fire person they confirmed that the road in the Subject Area is a problem. We note that this occurred when the London Fire Department was not trying to access the Subject Area to respond to an emergency situation.

CONCLUSION

Our Clients are respectfully requesting that the City proceed with the reconsideration request based on the new information received from the London Fire Department and set out in the Baird Report.

The City has been advised by the residents of the safety concerns in the Subject Area including but not limited to the restrictions on the ability of emergency vehicles to maneuver and easily access the Subject Area. The City needs to look at this situation on a case by case basis and take the appropriate steps to ensure the safety of the residents in the Subject Area.

Our Clients are formally putting the City on notice of their safety concerns should the City choose to proceed with the requirement for the installation of the second sidewalk.

We are formally requesting that we be provided with notification of any and all meetings, open houses and consultations relating to the above noted matter.

We are available to discuss if you have any questions or require any additional information.

Yours truly,

Siskinds LLP



Per:

Paula Lombardi
Partner

PL/pl 15041
Page 3

4375628

Corporation of the City of London
300 Dufferin Ave.
London, ON
N6A4L9

August 18, 2020

Dear Mayor and Council



27 Princess St.
Unit 102
Leamington, ON
N8H 2X8
519.326.6161
1.844.842.9188

bairdAE.ca

SUBJECT: Silverleaf Subdivision On-Street Parking Concerns

Baird AE has been retained by residents of the Silverleaf Subdivision to review the design of the road network created for this development. Baird is an award-winning engineering design firm with multiple offices in southwestern Ontario and specializes in the creation of subdivision developments from an urban planning, traffic engineering, civil engineering and architectural perspective. Our firm has been created to specifically optimize the overall design strategy and to improve the experience of residents living there.

Baird has visited the Silverleaf site, and has reviewed the following documents in relation to the development:

1. Planning Justification Report, Dated June 2018, MHBC
2. Phase 1 Issued for Construction Drawings, August 29, 2017, Stantec
3. City Wide Urban Design Manual, January, 2015
4. City of London Development Manual, 2019

Upon review of the background information for this development it was determined the existing road width is approximately 6m (edge of curb to edge of curb) in a standard 20m standard road right of way. No on street parking has been provided. Moreover, 1.5m concrete sidewalks have been proposed on both sides of the road.

In our professional opinion, the current design creates problems from a traffic, congestion, and safety perspective. For instance, in neighbouring roads in the City of London (Settlement Trail etc) a paved parking lane in the boulevard has been utilized. This parking lane creates space for on street parking, reduces congestion on the road, providing room for garbage trucks and school buses, and doesn't create a safety problem by blocking emergency vehicles.

Moreover, in the current 'City Wide Urban Design Manual' a diagram is shown for subdivisions which provides a roadway width of 8.0m for "Creating pedestrian-friendly and walkable neighbourhoods in both greenfield and infill contexts". Hence, a roadway width of 8m can still be 'walkable' and 'pedestrian friendly'. Therefore, the existing 6m road width isn't required to improve the experience for residents.

Recommendations:

We have considered two options for improving the current situation for the existing and future residents of this neighbourhood:

1. Remove the proposed sidewalk from one side of the street. This will benefit the current parking situation and will allow existing residents to park another car length in their driveway reducing the need for on street parking.
2. Move the proposed sidewalk to the back of curb. This is common practice in reconstruction of older neighbourhoods where sidewalks were never installed originally. Unfortunately, this does not create enough length in the driveways to place another car and therefore does not improve the situation.

Therefore, in our professional opinion, the only viable solution to the problem is the elimination of the proposed sidewalk on one side of the street.

Trusting you will find the above satisfactory; however, if you have any questions please contact the undersigned, I remain.

All of which is respectfully submitted,



Matthew J. Baird, P.Eng. PMP SCPM
President
BAIRD AE







A Film Office for London Ontario

Taking Advantage of the Post-Lockdown Production Surge

August 18, 20

Dear Colleagues,

This communication comes to you as motion-for-which-notice-is-given because it involves a time sensitive opportunity for which the associated staff report on the film industry has been delayed due to COVID.

A NEW OPPORTUNITY

Though there may have been a number of delays and missed opportunities since we first approved a film industry strategy in 2017, the largest opportunity to date is presenting itself right now. Content creators have been preparing extensive material during the pandemic lockdown, and a post-lockdown production surge is anticipated to begin in the fall, which will drive production into new locations like London because:

1. Many US cities are considered unattractive because of high COVID rates.
2. Most existing Canadian sites have been booked to capacity.
3. As a COVID precaution, many crews are being bubbled, which means they stay together in hotels and are not allowed to live at home. In terms of production budgets, this now puts London on par with Toronto.
4. Netflix Canada just put out a call for submissions.

This is extraordinary for London because it provides a window of opportunity to establish ourselves in a climate where the disadvantages we have experienced are largely neutralized.

THE INDUSTRY

In the report, *Global Screen Production – The Impact of Film and Television Production on Economic Recovery from COVID-19*, the writers conclude, “Screen Production ... will be a powerful sector for driving economic recovery in many territories.” This is significant for Canada, where production spending grew 8.1% in 2019 to a total of \$19.4 billion, when only \$1.9 billion of the spending originated in Canada.

In interviews with sector stakeholders, a consistent item of feedback has been the request for a film office led by an experienced industry professional. This is an expectation of the industry and considered a necessity for growth. I suggest accelerating the attached business case so London can benefit from the spillover of the post-lockdown production surge, an opportunity that could otherwise be forever lost.

THE ROLE OF THE MUNICIPALITY

Our municipal staff will have an essential role in making the industry successful. The key will be nimble responses to the evolving needs of the industry with the helpful guidance of a film commissioner. Our parks department has already demonstrated this responsiveness in the adjustment of our permitting fees. In our conversations, they have also expressed a firm commitment to pull together and coordinate whatever city resources are required. This willingness to accommodate is the biggest factor in attracting production companies.

A knowledgeable film officer will assist the city to incrementally gain capacity by attracting opportunities that are properly sized for optimal growth and by supporting the creation of evolving protocols.

LONDON’S FILM OFFICER

The most important part of this business case is to hire a film officer. An individual with an existing network of industry contacts can best exploit the timely opportunity at hand because many decisions in this sector are made on the basis of word of mouth recommendations. This cannot be overstated. Film officers act as a liaison between a production company or filmmaker and the local government, businesses, and industry personnel.

For London, we should be looking for the following in its film officer:

- Broad knowledge of the industry
- A substantial set of domestic and international contacts
- Familiarity with London
- Experience working from start to finish on film projects
- Strong relationship building skills
- The ability to troubleshoot
- Understanding of how production budgets work
- Exposure to both scripted and unscripted programming

As these are valuable and marketable skill sets, getting a person with the right qualifications to leave the industry and work for London will require a good salary and a three or four-year opportunity to produce results that will satisfy both the city and the officer.

SALARY AND BUDGET

Our industry professionals recommend \$300k annually to cover the officer's salary and an operating budget that may pay for expenses such as travelling to industry events, establishing databases for locations and talent, setting up booths at film festivals, and creating marketing materials.

To cover this amount until the end of the 2020-2023 multi-year budget will require an investment of \$1M. We suggest the source be council's discretionary community investment reserve fund (with a present balance of \$1.5M), because it is a nimble alternative and in future years will be replenished by the city's operating surplus.

By referring permanent funding to the 2024-2027 multi-year budget process, Council will have the opportunity to evaluate the gains of the project before making a longer term commitment.

BUDGET CONTEXT

In 2016, the city of Sudbury attracted \$30 Million of investment into their community through the film industry. This is 100 times the amount (of \$300k) that is being proposed as London's annual investment. Though Sudbury has enjoyed tax advantages that are only now being advocated for in Southwestern Ontario, even small fraction of Sudbury's results would be a much larger win for London than leaving our money in the bank. The 3-¹/₃ year commitment of \$1M is only a tenth of what London was willing to invest in the London Medical Network. As the province has borrowed to invest heavily in our community for COVID recovery, it is very appropriate that we use our cash-on-hand to follow suit and do the same.

INVESTOR CONFIDENCE

The challenge for Council is that no one can provide a report that includes a guarantee of success. Council either believes that London has what it takes to succeed in the long term and acts, or we do not.

London's industry professionals have proven their own talent in other places and are convinced this city also has what it takes to be a hub for film and TV production. Our Parks Department is confident that they can match the service provided by other cities and has already made policy updates. The LEDC has begun to build a database of locations and has offered some tours. Fanshawe, Western and OIART will continue to graduate industry professionals looking to build their career in London. Council, recognized this opportunity in 2017 and has become increasingly confident about London's potential. All that remains is to make the investment.

THE MOTIONS

London may encounter no COVID recovery opportunity greater than that provided by the film and TV industry. The following motions will set us up for a win, and I encourage Council to support them:

Leave

That pursuant to section 11.3 of the Council Procedure By-law, leave be given for the introduction of a motion related to opportunities for the City of London in the film industry.

Should leave be approved, the following motion be introduced:

That the following actions be taken with respect to the opportunities for the film industry, in the City of London:

a) that \$1M from Council's community investment reserve fund BE COMMITTED to establish and operate a film office through 2023; and,

b) subject to the success of the office noted in part a) above, permanent funding for the film office BE REFERRED to the 2024-2027 multi-year budget process;

it being noted that the current COVID-19 global situation presents the potential for the City of London to establish itself in film and TV production industry.

Sincerely Yours,

Michael van Holst
Councillor, Ward 1

2020 INTERIM BUDGET AMENDMENT REQUEST FILM OFFICE

STRATEGIC AREA OF FOCUS:

- Growing our Economy
- London is a leader in Ontario for attracting new jobs and investments
- Work with multi-sector stakeholders to develop a Screen-Based Industry Strategy

STRATEGY:

Film Office

BUDGET AMENDMENT TYPE:

New Council Direction

DESCRIPTION:

The purpose of this amendment is to hire and adequately resource a film officer to both market London and act as the liaison between the production companies our municipality/region, local business, local industry professionals, and local training institutions. The successful candidate will be an experienced film industry professional with existing contacts who will attract appropriately sized productions while assisting our municipality to make the incremental policy changes to support an expanding sector. Because many elements of the industry are now in flux, the commissioner will lead the continued development of an agile, adaptive strategy working with multi-sector stakeholders.

SERVICE:

Parks and Recreation

LEAD:

Scott Stafford

BUSINESS CASE FOR A LONDON FILM OFFICE

Budget Amendment Tax Levy Impact (\$000's)	2020	2021	2022	2023	2020-2023 TOTAL
Annual Net Tax Levy Impact		\$0	\$0	\$0	\$0
Annual Net Incremental Tax Levy Impact		\$0	\$0	\$0	\$0
Estimated Tax Levy Impact % ¹		0.00%	0.00%	0.00%	0.00% (Average)
Estimated Rate Payer Impact (Dollars) ^{1,2}		\$0.00	\$0.00	\$0.00	\$0.00 (Average)

Notes:

1) Estimated tax levy impact and rate payer impact to be completed by FP&P.

2) Calculated based on the average assessed value of \$241,000 for a residential property (excludes education tax portion and impacts of future tax policy).

What is the reason for the budget amendment?

While COVID has created a historic challenge for all of Canada, the anticipated post-lockdown film production surge represents a unique, timely and significant opportunity for economic development in London. Multiple factors are at play which will greatly enhance London's ability to draw attention to itself as a viable production location if a marketing initiative can be made in the immediate future. A consistent item of feedback during interviews with industry professionals has been the request for a film office, which is necessary for growth and an expectation of the industry. Hiring an experienced industry professional with existing contacts is a necessity because the industry operates largely through word of mouth and established networks.

Budget Details (\$000's)	2020	2021	2022	2023	2020-2023 TOTAL
Approved Budget	\$0	\$0	\$0	\$0	\$0
Film Office	\$100	\$300	\$300	\$300	\$1,000
Total Amendment	\$100	\$300	\$300	\$300	\$1,000

Staffing Summary (Changes)	2020	2021	2022	2023
# of Full-Time Employees Impacted	1	1	1	1
# of Full-Time Equivalents Impacted		0.0	0.0	0.0
Full-Time Equivalents Cost (\$000's)		\$0	\$0	\$0

Additional Details

INDUSTRY DETAILS

Globally, the value of expenditures on screen-productions in 2019 was \$177 billion, where 67% was spent outside the sector. The total economic benefit was \$414 billion creating 14 million FTE jobs. While \$1.9 billion of that spending originates in Canada, our share of the total spend is ten times that at \$19.4 Billion or 11% of the global total. Canadian production spends over 5 times as much on television than theatrical films, and our total production grew by 8.1% in 2019. The Canada Revenue Agency considers the film industry to be such, "an important contributor to the economic and cultural well-being of Canada" that it has streamlined some of the processes for claiming tax credits. Canada's crews are the 2nd most experienced in the world and produce blockbuster films, Academy awards and Netflix favourites within two hours drive of London.

PUBLIC ENGAGEMENT

Since 2017, the one-on-one interviews of industry professionals have garnered fairly consistent feedback:

1. London has excellent potential to be a film hub.
2. Tax credits that would advantage our city should be advocated for.
3. Reduced barriers in film permitting are needed.
- 4. London should open a film office.**
5. A locations database should be maintained.
6. If production became regular in London, industry professionals would relocate to live here.
7. A film industry in London would help greatly to retain talent graduating from Fanshawe, Western and OIART.

FILM OFFICE DETAILS

Our film office would represent London (and region) by:

- Encouraging film and media activity;
- Fostering economic growth;
- Creating jobs;
- Providing education;
- Supporting local culture
- Marketing London to the industry

The kinds of services offered by the film office would be:

- Scouting and securing locations
- Help with permitting
- Making connections with agencies and the private sector
- A live/active website
- A database of local crew, vendors, services, and locations

- Film industry resources and information
- Assistance with tax credit applications

A film office or commission typically assists:

- Major and mini-major studios
- Independent filmmakers/production companies
- Commercial production companies
- Ad agencies
- TV Networks, Cable Networks, Public Access, Government networks
- Interactive Game, FX and Animation companies
- New Media companies
- Indigenous production communities
- Student filmmakers

METRICS

The gathering and manipulation of data should not detract from activities of economic development and fortunately production budgets are sufficiently detailed to provide numerous metrics such as:

- Number and type of production (film, TV, commercial, etc.)
- Total production budgets by type
- Community economic benefit
- Economic benefit by sector (cast & crew, accommodation, transportation, food services, etc.)
- Economic benefit by location
- Contributions to Municipal Accommodation Tax
- Students employed

LEDC

Collaboration with the London Economic Development Corporation was recommended because it already has the infrastructure in place for marketing London and is experienced in supporting inquiries and liaising with city staff. The LEDC may be able to assist with finding and securing locations on residential, commercial or industrial properties not subject to the city's own permitting processes. They can also assist in outreach to studios, attraction, talent development. The LEDC have been developing a database of filming locations and have done a number of tours with prospects.

SOURCE OF FINANCING

Because it is nimble, the source of financing proposed to backstop for the initiative is council's community investment reserve fund which presently has an uncommitted balance of \$1.5 million. For this reason, there is no impact on the tax levy. According to council policy, this fund receives 25% of the annual surplus but, prior to the provincial funding announcement for COVID, council earmarked the entire 2020 surplus for recovery efforts. During the multi-year budget process, a pivot to the economic reserve fund could be made and there is potential that COVID recovery grants might become available to reduce the draw from reserves.

Referring permanent funding to the 2024-2027 multi-year budget process will allow council the opportunity to evaluate the gains of the project before making a longer term commitment.

THE LONDON ADVANTAGE

The many industry professionals living in London who work remotely or abroad have a conviction that London would be an excellent location for a film hub, if the barriers of establishing it could be surmounted. Some of the advantages of London are:

- Proximity to and lower prices than the GTA
- An outside-the-GTA tax credit
- An international airport
- Abundant hotels, restaurants and caterers
- A talent base that calls London home
- A much larger talent base that has or would like to call London home.
- Training for new talent at Fanshawe, OIART and Western
- A wide variety of locations, architecture and neighbourhoods that can seem like a bigger or smaller city
- Proximity to agricultural and environmental settings, small towns and lake Erie
- Lower housing costs and less traffic congestion
- Many related industries in media production to provide production and post-production support
- London is home to businesses that train and provide animals that perform on camera
- London is a strong centre for culture and sport

DISADVANTAGES

The largest disadvantage for our city is the additional budgetary pressure placed on productions because of our distance outside the GTA. Crew members would have to be accommodated in hotels, and those extra costs make London unattractive. This can be addressed by advocating for new tax credits that level the playing field or attracting sufficient regular production to the city so that adequate numbers of cast and crew members establish (or retain) residence here.

To stay on schedule, immediate access to camera rentals is important in case those on hand malfunction. This was not available in London until 2019 when one small company opened in anticipation of the film industry being advanced by the city. There are discussions of larger rental firms establishing themselves in London. The presence of a film office will have positive effects on these decisions.

An extensive location database is not yet present for London, although this is now being advanced slowly by the city and LEDC and would be a major priority for the film officer.

Previously, our permitting fees were too high, especially for smaller productions, but this has been rectified by staff and approved by council.

Though we have made accommodations like street closures in the past, protocols and muscle-memory are not yet in place to deal with these requests on a more regular basis. The best approach to this limitation is to have an experienced film officer working with the city to develop these protocols organically and incrementally while bringing progressively larger projects to town.

London as a production venue is virtually unknown to the industry, so the kind of marketing that is the forte of a film officer will be required. The resources and experience of the LEDC will also be beneficial in this regard.

TIMING

This amendment is coming outside the regular multi-year budget update process because of a timely opportunity. For the film industry to make up for time lost during the pandemic, a post-lockdown production surge is anticipated to begin in the fall. Not only will this exceed the existing capacity causing an overflow of production into new locations, but some of that capacity has been disqualified because of COVID precautions, which will have the effect of magnifying that overflow. The increased demand for production space will put in abeyance the budgetary pressures that would otherwise have disqualified London from consideration. There is an unprecedented opportunity for London to put itself on the map, forge relationships with production companies, and create the word-of-mouth referrals that are crucial for growth. A film officer who can speak with their previous industry contacts and offer to assist with production in London is the best way to take advantage of this unprecedented opportunity.

London City Council
300 Dufferin Ave
London, ON
N6B 1Z2

August 15, 2020

For the public agenda regarding a film commissioner:

Dear Mayor and Council Members,

I was born and raised in London, Ontario. I am a producer and screenwriting coach who continues to use London as my base of operations. I have produced an award-winning documentary with my filmmaking partner Rob McCallum and we are currently in production on a new feature-length doc on the history and cultural impact of the Mr Dressup show which has been shooting all across Canada with the full support of the Ernie Coombs estate.

I strongly support the proposal being presented to council and would like to help clarify the strategy being recommended.

In hiring a film commissioner, we are essentially purchasing this person's contacts and credibility within the industry. We specifically need someone with a track record and substantial experience in Film and TV who has an intimate knowledge of both London and of the industry at large to be able to connect the two interests successfully. Such a person will be able to draw attention to our great city and its many locations and resources and get the word out that London is not only open for film and TV business, but is one of the most viable options available.

I personally believe that such a person would be more than worth the \$100,000 suggested for a salary. In fact, there are many of us in this city extremely committed to making this initiative a success so that we can all enjoy the benefits of establishing London as a new and attractive shooting centre.

It is also worth pointing out that, even before COVID hit, Canadian studios across the country had been operating at or very near capacity for a long time. The unique combination of having the film/TV production flood gates reopen coupled with Canada's well-earned reputation as a region that is much safer and under control than anywhere else in NA, means that our country will definitely be the go-to destination for even more production. Now is the perfect time to establish a film office here in London and finally grab a piece of the pie. It would be a shame to see such an obvious economic development opportunity land elsewhere because London failed to act.

Sincerely,

Jordan Morris
Sighthound Studio

London City Council
300 Dufferin Ave
London, ON
N6B 1Z2

August 15, 2020

For the public agenda regarding a film commissioner:

Dear Mayor and Council Members,

The idea of building a film industry in London goes back almost 20 years, when a substantial number of industry professionals, including myself, first began engaging the city to establish some kind of official presence for the sector. Multiple attempts came to naught, so it is almost surprising to see this council on the verge of making it happen, which I wholeheartedly hope you will.

I am pleased to see that you have adequately resourced the project since the industry grows by word of mouth and our first impressions will be important. Making it hassle free for production companies is the news that will spread quickly and keep them coming back. Gradual growth should be expected so your long-term commitment is important.

Big blockbuster films are not necessary for London to have an abundant film economy. I recently did a one-day shoot with four days prep for a single commercial. It had an estimated one-million-dollar budget and approximately 20-25% of that amount remained in the London area with local crew and the supporting businesses/services, including food services, rentals, hotel accommodations, office space and retailers. There are some big obstacles with shooting commercials in large cities like Toronto so London could easily carve out a niche for itself with commercials and keep the local industry working regularly while it continually expands.

I have also shot at least one feature-length film with a modest budget here every couple years since 2010 and have just finished shooting my fourth in the city this past June. I am able to do this because I know the area and the production community. Production companies from outside will absolutely need a liaison like the film commissioner who can help them make the right connections or we will continue to lose production opportunities to other cities and regions which has happened for many, many years. We can't expect to grow otherwise.

London has a lot of talent, and has lost a lot of talent to other cities because of the lack of support and opportunities, including some dear friends of mine. This shouldn't continue. We have always believed that there is an excellent opportunity for London to become a production destination for film and television and there should be no question that this is the right first step to making this a reality.

Please support this investment.

Sincerely



Greg A. Sager

IMDB: <https://www.imdb.com/name/nm3419080/>

London City Council
300 Dufferin Ave
London, ON
N6B 1Z2

August 16, 2020

For the public agenda regarding a film commissioner:

Dear Mayor and Council Members,

I have worked in the film industry for 20 years, often travelling between London and Los Angeles and I have been part of the public engagement on this topic since 2001 back when Wayne Morningstar (Parks and Recreation) started initial work on a film policy for London. I support the proposal for a film commission run through the LEDC, including the budget because I believe London is a perfect location for a new film hub. The opportunity for London may be even greater than that described in the proposal for a number of reasons.

If COVID restrictions continue in some form, cities of our size will be the preferred destination for filming. Smaller cities, like Sudbury, are already open for filming, while Toronto and Hamilton will not be allowed film production until 2021 (at the earliest). Proximity to large urban centers will take longer to open due to population density. Whoever opens first, will get an abundance of film production as all of Toronto, Vancouver and LA are preparing projects for the moment filming is allowed.

The opportunity to leapfrog to the latest technology would allow London to compete on par with any other city. Shows like Disney's "Mandalorian", have a set that consists entirely of 3 large LCD video walls. "Virtual Studios" can save thousands or millions of dollars in production costs. A virtual studio can project a location like Grand Central Station in New York (without having to travel or shoot there) The cost for shooting in such a desired location is traditionally millions. The cost via a virtual studio, is tens of thousands. These savings will redefine the industry. This new technology allows for smaller crews, which is what London would have in the initial growth phase. Once studios like this are established, crew will want to live in London which means we will no longer have the disadvantage of higher budgets do to travel costs.

Because of our present post-production capacity, one studio popping up in London due to the spill over from the COVID will cement the industry here permanently.

The timing could never be better. Please invest in this industry.

Yours truly,

Geoff Hart

August 18, 2020



To London City Council re: Film Commission for London, Ontario

I'm writing in support of the motion put forward by Michael van Holst regarding the Film Commission for London.

As a London-born television professional who has worked in the industry across Canada, I recognize the value of this business to our city with its outstanding locations, its current and potential talent and its capacity for growth.

The television and film industry is a multi-billion dollar business in Canada, and it's unique in every way. Standard business models don't apply. The creative services rely on great spaces and a professional to guide producers through potential filming locations. That includes everyone from indie local filmmakers, to television and documentary producers, to major feature films and dramatic series production houses.

The GTA is still busting at the seams and our low dollar and tax incentives continue to draw production north of the border. Smaller communities that are film friendly are capitalizing on this rush and boosting businesses who provide services to these productions.

I truly do believe that opening that door and setting up a film office and commissioner to facilitate this unique industry will be an excellent investment for the city. But that is just the start. London is home to some of the best radio, television and film schools in the country. Yet OIART, Fanshawe and Western grads are forced to leave the city when they graduate. My sincere hope is that we can build an industry to employ our up and comers, as well as the many pros who have already settled in London seeking out an affordable, affable and liveable home. I'm proud to be among them.

I fully support this initiative and believe in the benefits it will bring to our city. It's only a matter of getting started.

All the very best,

A handwritten signature in blue ink that reads "Kelly Peckham". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kelly Peckham
Wide Eye Television Inc.
www.wideeyetelevision.com

London City Council
300 Dufferin Ave,
London, ON
N6B 1Z2

August 15, 2020

RE: Film Commissioner

Dear London City Mayor and Council Members,

Greetings from a citizen of the States!

My good friend Michal Van Holst ask me if I would write you today to talk about your town getting a film commissioner and expand filmmaking here in London.

My answer to him was “yes!”

I am an American actor who has made his home for the last six months, here, in beautiful London as a grateful visitor.

It is a very fine city, to be certain. However, as one with thirty years in the film industry, I was rather baffled that a town of this size, beauty, friendly citizens and financial resources did not have it's own film commission. I know this because Mike Van Holst told me the same.

As a TV and film actor who has worked across the USA and internationally, I have seen and can attest to the significant economic benefits that come to communities willing to host film and television productions.

To change a colloquialism: There's film cash up in them' thar hills.

Having made my home in London for the last half-year, I would say that London and the surrounding area have many of the locations and vistas that a production company would desire, that this city has sufficient amenities to be a host, and that it would even provide some advantages over larger cities I have worked in.

As both a producer and actor, I have seen how the pandemic forced the industry into a dormant period of content creation but, with safety protocols having now been created, is really picking up steam - fast.

If you wanted it to, you could make London humming with production.

Michael showed me a proposal and it seems quite solid to me.

In film and television, word travels fast. Your psychiatric hospital location in St Thomas is now hosting its second major production. If London proves itself to be a supportive and flexible host to a few productions, more will certainly follow. I suggest that helping those of us from the USA to navigate the Canadian tax credits will also be an important role for the film commissioner.

I am very grateful to be part of such a creative industry and I believe that many of your citizens if given the opportunity will feel the same.

Should London open itself wide to USA production, know that I would be first in line to film here.

Sincerely,
Ted Raimi



For the public agenda regarding a film office for London:

August 18, 2020

To London City Council, On behalf of the Forest City Film Festival.

I want to express our full support of the Film Industry Motion brought before you by Councilor van Holst to create a Film Office in London with the \$300k annual budget proposed.

The Film Festival has worked for five years to assist filmmakers of this region through providing them great networking opportunities, educational experiences and the chance to screen their films to a live audience. All of the work that we do helps to build capacity of the regional filmmaker and helps to open us up to the industry. Over the past four years some very important industry people have become more aware of the potential of London. We are in a very nice position to capitalize on this awareness that has slowly started to be built by the Film Festival, and a Film Office is crucial to move that awareness to another level and turn it into a valuable industry for London.

One of the most important parts of bringing film, TV and other content production here to this city is to stop the brain drain that occurs when students graduate from the film programs at Western and Fanshawe and need to leave to find work. Having a Film Commission Office in this city would help to retain these graduates as many of them would prefer to stay then move to the expensive big city.

The timing is crucial and I can't stress enough the opportunity that COVID has opened up for this region to get a slice of the \$2Billion Ontario film industry. We may never see this opportunity again! If we delay we will miss the time when the industry is more open to expanding outside of Toronto than it has ever been. The soil is rich for sowing the seeds!

I urge each of you to pass this motion and take a crucial step to building this industry here in London. The business will not come here without the Film Office and this is a very important and lucrative sector to attract to our city.

Please pass the Film Industry Motion by Councilor van Holst.

Sincerely, Dorothy Downs Executive Director Forest City Film Festival

Daniel Abboud.

Newmarket, ON. L3Y 1K7

August 18, 2020

London City Council

300 Dufferin Ave, London, ON N6B 1Z2

For the public agenda regarding a Film Officer:

Dear mayor and Council Members,

My name is Daniel Abboud, a 22-year veteran of the Canadian film industry and a proud born and bred Londoner. During my time as a film maker, I have had the privilege of working in several different cities in Canada and in the US. My one major regret is that I have NEVER been able to apply my craft in the city where I grew up, London, Ontario.

Currently, the film industry is seeing seismic shifts because of the COVID19 pandemic.

Production around the world had been halted for almost five full months and are only now starting to come back with pandemic protocols in place. What has been quite clear about the restart of this industry is the severe impact the pandemic has had on the film business in the US. I have attended several meetings of my union local, IATSE local 667, during the past four months and what has been stressed to us in each of these meetings is that it will be EXTREMELY busy once the business ramps back up. Comments from our local's President, Business Agent and International IATSE Vice President have all indicated the desire of US productions to shoot in Canada because of how rampant Covid19 is in the US and how well we have been able to reduce the pandemic's presence. Evidence of how little is being shot in the US can be seen in the area of soap operas and game shows. These are areas where turnaround from production to air is quite quick. Currently US networks are showing vintage episodes to fill the void created by the production shutdown.

During these past five months film and television production has been halted but creating and writing has continued unabated. Competition between streaming services continues to grow as they are shooting more and more of their own original content. This means that there is a huge backlog of content that is ready to be produced. Right now, all they need is a place to shoot it. London, Ontario can easily be one of those places and I ENTHUSIASTICALLY support Councilor Van Holst's motion for the formation of a Film Office in London to foster the establishment of a London as a filming centre in Canada.

During normal times, Toronto ends up turning away productions because there just is not enough studio space. Much of that production either goes back to the US or goes to Hamilton,

Ottawa, or cities in Northern Ontario. Except for Hamilton, Ottawa and the Northern cities are quite far away from the services they need in Toronto. In the case of Hamilton, accessing those services is often hobbled by terrible traffic on the QEW and highway 403. In London's case, with the recent widening of the 401 at key congestion points, productions shooting in London could have much easier and closer access than other shows that shooting outside of the GTHA. If the high-speed rail link gets approved, those links to services in Toronto would become that much stronger.

London has so much to gain by attracting film production. Aside from the direct benefits of employment and direct business between productions and local businesses, the film industry typically brings a **seven-fold** multiplier effect to any city where it shoots. That would represent a great deal of money injected into our local economy.

London has so much to offer the film industry! We have:

- Fresh locations that have never appeared on screen
- Many different 'looks' that can be easily leveraged to tell any story under the sun
- Within an hour's drive, access to Urban, suburban, rural, forested and water locations
- Top notch hotels, restaurants and caterers, equipment rental, and many more services, all ready to do business with the film industry
- Film students from both Fanshawe College and Western eager for real world experience

What is needed next is a way to spread the gospel about filming in London. This is where a Film Office is crucial. A properly funded Film Office in London will actively go out and attract productions to our city. In the beginning productions will not come looking for us, so we will have to go after them. As the film industry grows in London, word will get out as to how welcoming and accommodating a city London is to film productions. As the film industry evolves in London, larger and larger productions will seek us out, even the video game industry could begin using the facilities that would establish in London and grow the local tech sector. All we need to do is to take that step of establishing a Film Office so that London can be actively promoted as a prime destination for film production.

In my 22 years as a filmmaker, I have not seen an opportunity like this present itself and we must act quickly to make the most out of it. I fully support Councilor Van Holst's motion for the formation of a Film Office in London and hope we can act on it soon.

Sincerely,



Daniel Abboud.

Member IATSE 667, Associate member Canadian Society of Cinematographers

August 23, 2020

Dear Mayor and London City Councillors:

Re: 2020 Interim Budget Amendment Request – Film Office

It gives me great pleasure to endorse Councillor Michael van Holst's proposed motion to establish a film office in the City of London Ontario. I have long believed in London's potential as a Film and Television production hub, and as an administrator overseeing multiple post-secondary programs related to these industries, it is important to me to see our graduates have local opportunities to work and develop their craft rather than travelling to Toronto.

I have been involved in discussions with the City and the LEDC over the past two years regarding the economic impact a thriving production industry can have on London, and the need for a film officer to work with the City and producers to sell the benefits of coming to London, and ensure that the City and local business community are prepared to accommodate the unique needs of talent and crew when they arrive.

In previous meetings and communications, I have described the enormous growth of production driven by the appetite of streaming services, and the resulting increase in spending happening in Canada. I have also described the shortage of space in Toronto that has resulted in Ontario losing business to BC. All of this was pre-COVID.

As much as the timing was already excellent for London to enter the market in 2019, there is now an even greater opportunity. COVID caused production to shut down completely, and while protocols have been put in place and some production has resumed, the full impact is yet to be felt. In April of this year, the Stratagem Group, a major production company in Toronto, reported that 35 billion dollars' worth of production had been deferred globally due to COVID and that streaming was up 85%, driving even more demand for content.

There will be a vast post-COVID surge that will quickly outstrip the capacity of Toronto and other major production centres. Producers will be looking for alternative locations that are affordable and have the resources needed for efficient production. London is a city that is both big enough to provide the accommodation and entertainment needs of a large production crew and small enough that it is easy to get around. The city has a great mix of potential shooting locations, representing a variety of venues and eras.

I have reviewed the 2020 Interim Budget Amendment Request, and believe that it accurately captures the relevant data supporting the need for a film office in London, as well as the main considerations around attracting production and ensuring industry needs are met. The budget of \$300,000 matches my own estimate for a starting budget sufficient to cover the personnel and operating costs for such an office in a city the size of London.

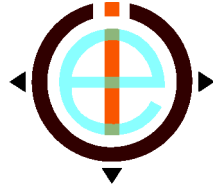
Fanshawe College has been working closely with the Stratagem Group to ensure our graduates are ready to enter the industry and work on set day one after graduation. Fanshawe College is one of only a few colleges where Advanced Filmmaking students receive set protocol training from IATSE and receive their permit as part of the curriculum. Fanshawe students also participated in an internship with Stratagem earlier this year, working with the City and the LEDC to build a database to help attract producers and build up local production.

We are always thrilled to see our students succeed, many of whom have gone to Toronto and other large centres to find work. It's exciting to see their names show up in the credits of the Star Wars and Marvel franchises, but we always hear from them that they would prefer to stay and work in London. The time is right, and possibly critical, for London to move forward and put itself on the map as the excellent Film and Television production centre it can be. We stand ready to help, and look forward to the next steps in this initiative.

Best regards,

A handwritten signature in black ink, appearing to read 'Rob Carver', with a long, sweeping horizontal line extending to the right.

Rob Carver
Associate Dean – School of Contemporary Media
Fanshawe College



OPEN ENTERTAINMENT INC.

London City Council
300 Dufferin Ave
London, ON
N6B 1Z2

August 22, 2020

For the public added agenda regarding a film officer:

Dear Mayor Holder and Council Members,

As the owner of Open Entertainment Management, based out of Los Angeles and the former owner and President of Kirk Talent Agency, based out of Vancouver, I have been successfully representing actors internationally for over thirty-five years. In order to be closer to my aging parents, I made the decision to relocate and move back to Elgin County two years ago. Upon doing so and after taking a look at the vast industry potential in this area I reached out to Councillor VanHolst to see how I might offer my knowledge and expertise in order to advance this growing regional film industry.

Toronto is now one of the top film and television production cities in North America and is literally running out of space to film. Producers are looking outside of the GTA for new production hubs and unique locations to shoot. London could clearly be at the top of that list. I see this as a regional effort as London has the ability to be the base for filming in many nearby locations. Two of the important ways to accomplish this are to advocate for regional tax credits and establish a point of contact such as the film office that you are planning.

Please remember that a film office is not just about helping the film industry. It is about helping all the many industries that support a film or television production. A film brings money to restaurants and caterers, to hotels, to trades like carpenters, electricians, and painters, to all those involved in logistics like car and truck drivers. There are very strong economic benefits that come with this industry and hundreds if not thousands of people are employed as a result.

London has the opportunity to be a leader to the region and benefit by having much more to offer the industry in terms of locations, talent and support. I hope you will vote in favour of the plan and invest the money required to take advantage of this opportunity.

Sincerely,

Lesla Kirk

Canada Contact - 519.874.1360
lesakirk@openentertainment.us

London City Council
300 Dufferin Ave
London, ON
N6B 1Z2

August 22, 2020

For the public added agenda regarding a film commissioner:

Dear Mayor and Council Members,

I operate Music City Canada & PA Shop AV, London companies that provide rental equipment to the entertainment industry and provides recording space for the music industry, podcasts and the video blog that I produce a regularly. Prior to the tremendous financial setbacks that we suffered as a result of the pandemic response; we had made plans to create a film studio using the latest digital technology.

If the city were to demonstrate leadership in this sector by establishing a film office that would greatly increase confidence in the kind of investments we had planned. Without such a commitment, investors will be left wondering if the city is supportive at all.

Though we see great potential for ourselves, building this industry is very much a community effort and the city must be an eager partner. I ask that you create a film office, with the salary and budget that would attract the commitment of an experienced professional. A qualified film officer will be able to make the many connections needed for us all to succeed in making London a place where a thriving film community can invest and build great things.

Sincerely,

Ryan Schroeyens
Music City Canada

Civic Works Committee

Report

The 10th Meeting of the Civic Works Committee
August 11, 2020

PRESENT: Councillors S. Lehman (Chair), S. Lewis, M. Cassidy, P. Van Meerbergen, E. Peloza, Mayor E. Holder

ALSO PRESENT: J. Taylor, D. Turner, and B. Westlake-Power

Remote attendance: Councillors A. Hopkins and M. van Holst; S. Chambers, J. Dann, D. MacRae, S. Mathers, C. McIntosh, D. Popadic, K. Scherr, M. Schulthess, and J. Stanford

The meeting was called to order at 12:02 PM; it being noted that the following Members were in remote attendance: Councillors M. Cassidy, S. Lewis, P. Van Meerbergen, and Mayor E. Holder

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: S. Lewis

That items 2.2 to 2.4 and 2.7 to 2.12 BE APPROVED.

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Peloza, and E. Holder

Motion Passed (6 to 0)

2.2 Mud Creek Remediation - Phase 1A Tunnel Contract Award and Consultant Contract Increase

Moved by: E. Holder

Seconded by: S. Lewis

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the Mud Creek Remediation – Phase 1a Tunnel Construction project and additional Consultant contract increase:

a) the bid submitted by Ward and Burke Microtunnelling, at its tendered price of \$7,488,280.00, including contingency (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Ward and Burke Microtunnelling, was the lowest of two bids received from the two pre-qualified contractors;

b) the engineering fees for CH2M Hill Canada Limited Consulting BE INCREASED to recognize the additional scope of work during design and to authorize the resident inspection and contract administration for the said project in accordance with the estimates, on file, to an upset amount of \$920,501.00 (excluding HST), from \$1,130,497.00 to a total of \$2,050,998.00, in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

- c) the allowance of the mandated Canadian National Railway (CN) flagging personnel during the construction of the Mud Creek Remediation Phase 1a per the anticipated CN flagging requirements BE APPROVED for the Mud Creek Remediation project, with an estimated fee of \$281,632.00 (excluding HST);
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- f) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT20-79); and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

Motion Passed

2.3 Request for Contract Increase - Dingman Creek Pumping Station
Forcemain Installation Contract #2

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to Contract 2 for the Dingman Creek Pumping Station Forcemain construction project:

- a) an increase of the contract price with Bre-Ex Construction Inc. by \$200,000.00 (excluding HST), to a new total contract price of \$5,112,985.47 (excluding HST), BE APPROVED;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-F01)

Motion Passed

2.4 Award of Consulting Engineering Services for the South and West London
Water Servicing Study RFP 20-36

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of consulting engineering services for RFP 20-36 South and West London Servicing Study (EW3313):

- a) the proposal submitted by C3 Water Inc., 350 Woolwich Street South, Breslau, ON N0B 1M0, in the amount of \$339,658.16, including \$50,000 contingency and \$89,713.30 in provisional items (excluding H.S.T.), BE AWARDED in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to effect these recommendations. (2020-E05)

Motion Passed

2.7 New Traffic, Pedestrian and Cyclist Signals

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the planned signal installations:

- a) the installation of the traffic signal at Pack Road at Colonel Talbot Road BE APPROVED;
- b) the installation of the following pedestrian signals BE APPROVED:
 - i) Hamilton Road at Inkerman Street;
 - ii) Hamilton Road at Pine Lane Avenue; and,
 - iii) Southdale Road East at Millbank Drive (west leg);
- c) the installation of the following pedestrian and cyclist signals BE APPROVED:
 - i) Oxford Street East at William Street; and,
 - ii) Riverside Drive at Wilson Avenue. (2020-T03)

Motion Passed

2.8 Replacement of Highway 401 / Dingman Drive Bridge Memorandum of Understanding for the Design and Construction of Provisions to Accommodate Future Widening of Dingman Drive

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the execution of the Memorandum of Understanding with the Ministry of Transportation:

- a) the proposed By-law, as appended to the staff report dated August 11, 2020, BE INTRODUCED at the Municipal Council meeting on August 25, 2020 to:
 - i) approve the Memorandum of Understanding between The Corporation of the City of London and the Minister of Transportation for

the design and construction of provisions to accommodate a future widening of Dingman Drive in the City of London; and,

- ii) authorize the Mayor and the City Clerk to sign the agreement; and,
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2020-T05)

Motion Passed

2.9 Contract Price Increase: Tender T19-18 - Traffic Signal Reconstruction Southdale Road at Wharncliffe Road South

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Southdale Road and Wharncliffe Road South intersection reconstruction project:

- a) the Tender T19-18 construction contract value with KWS Electric Services Inc. BE INCREASED by \$95,000.00 to \$1,288,542.43 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-T07)

Motion Passed

2.10 Strategic Plan Progress Variance

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

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the report on the Strategic Plan Progress Variance, dated August 11, 2020, BE RECEIVED for information. (2020-C08)

Motion Passed

2.11 Contract Award: Tender No. RFT20-35 - Huron Industrial Lands Stormwater Management Facility and Consultant Appointment

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

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the award of contract for the Huron Industrial Lands Stormwater Management Facility project:

- a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$5,339,369.49 (excluding HST) BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of three (3) bids received;
- b) Stantec Consulting Ltd. BE AUTHORIZED to carry out and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$454,529.35, including contingency (excluding HST), in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT20-35); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

Motion Passed

- 2.12 (ADDED) Irregular Results Request for Contractor Appointment: Powell Drain Culvert Replacement and Natural Channel Rehabilitation (RFT20-97)

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the request for tender RFT20-97:

- a) the submission by J-AAR Excavating Limited to carry out contractor services for \$1,083,371.25 (excluding HST) BE ACCEPTED as an irregular result in accordance with Section 8.10 (b) of the City of London's Procurement of Goods and Services Policy; it being noted that the bid submitted by J-AAR Excavating Limited was the only submission and meets all City requirements and qualifications;
- b) the financing for this work BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations. (2020-E03)

Motion Passed

- 2.1 Kilally South, East Basin Municipal Class Environmental Assessment: Notice of Completion

Moved by: E. Pelosa
 Seconded by: M. Cassidy

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Kilally South, East Basin Municipal Class Environmental Assessment:

- a) the Kilally South, East Basin Municipal Class Assessment Executive Summary, as appended to the staff report dated August 11, 2020, BE ACCEPTED;
- b) a Notice of Completion BE FILED with the Municipal Clerk;
- c) the Project File for the Kilally South, East Basin Municipal Class Environmental Assessment BE PLACED on public record for a 30-day review period; and,
- d) the Civic Administration BE DIRECTED to initiate an Official Plan amendment and Zoning By-law amendment to implement the recommendations of the Subject Lands Status Report and EIS for the Kilally South, East Basin Municipal Class Environmental Assessment. (2020-E05)

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozza, and E. Holder

Motion Passed (6 to 0)

2.5 Wellington Gateway Transit and Municipal Infrastructure Improvements - Appointment of Consulting Engineer

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Wellington Gateway Transit and Infrastructure Improvements:

- a) AECOM Consulting Ltd. BE APPOINTED Consulting Engineer for the Transit and Infrastructure improvements of the Wellington Gateway project at an upset amount of \$6,490,902.00, including contingency (excluding HST), in accordance with Section 15.2 (e) of the Procurement of Goods and Services policy;
- b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment;
- d) the approvals, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-T03)

Yeas: (5): S. Lehman, S. Lewis, M. Cassidy, E. Pelozza, and E. Holder
Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

2.6 East London Link Transit and Municipal Infrastructure Improvements
Appointment of Consulting Engineer

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the East London Link Transit and Municipal Infrastructure Improvements:

- a) DILLON Consulting Limited BE APPOINTED Consulting Engineers for the East London Link Transit and Municipal Infrastructure Improvements at an upset amount of \$6,113,853.00, including contingency (excluding HST), in accordance with Section 15.2 (e) of the Procurement of Goods and Services policy;
- b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment;
- d) the approvals, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-T03)

Yeas: (5): S. Lehman, S. Lewis, M. Cassidy, E. Pelozza, and E. Holder

Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: M. Cassidy

Seconded by: P. Van Meerbergen

That the Deferred Matters List, as of July 31, 2020, BE RECEIVED.

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozza, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 12:51 PM.

Planning and Environment Committee

Report

The 12th Meeting of the Planning and Environment Committee
August 10, 2020

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

ABSENT: J. Helmer

ALSO PRESENT: H. Lysynski, J.W. Taylor and B. Westlake-Power

Remote Attendance: Councillors S. Hillier, S. Lewis, E. Pelozo and M. van Holst; A. Anderson, G. Barrett, J. Bunn, E. Copeland (Captioner), S. Corman, G. Dales, I. De Ceuster, M. Feldberg, G. Kotsifas, J. Lee, T. Macbeth, J. MacKay, S. Meksula, L. Mottram, B. O'Hagan, M. Pease, L. Pompilii, J. Raycroft, C. Saunders, M. Schulthess, B. Somers, M. Tomazincic, D. Turner, B. Westlake-Power and S. Wise

The meeting is called to order at 4:06 PM, with Councillor M. Cassidy in the Chair and Councillor Hopkins present; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors S. Turner and A. Kayabaga

1. Disclosures of Pecuniary Interest

That it BE NOTED that Mayor E. Holder disclosed a pecuniary interest in clause 4.1 of this Report, having to do with the property located at 745-747 Waterloo Street, by indicating that his wife and daughter own the bakery and chocolate shops at that location.

2. Consent

Moved by: E. Holder

Seconded by: A. Hopkins

That Items 2.1 to 2.5, 2.7 to 2.10, inclusive, BE APPROVED.

Yeas: (5): M. Cassidy, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Absent: (1): J. Helmer

Motion Passed (5 to 0)

2.1 Application - 3087 White Oak Road Whiterock Subdivision - Special Provisions 39T-18505

Moved by: E. Holder

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Whiterock Village Inc., for the subdivision of land legally described as Adams St PL 643 London; Reserve PL 643 London; PT LT 31 CON 2 London; PT LT 5 PL 643 London; PT Reserve B PL 643 London PT 1, 2, 3, 4, 5, 6, 7, 33R3762, situated on the west side of White Oaks Road and South of Southdale Road, known municipally as 3087 White Oak Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Whiterock Village Inc., for the Whiterock Subdivision, (39T-18505) appended to the staff report dated August 10, 2020 as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated August 10, 2020 as Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated August 10, 2020 as Appendix "C"; and,

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

Motion Passed

2.2 Application - 536 and 542 Windermere Road (H-9219)

Moved by: E. Holder

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a holding Residential R5 Special Provision (h-5*h-225*R5-5(3)) Zone TO Residential R5 Special Provision (R5-5(3)) Zone to remove the "h-5" and "h-225" holding provisions.

Motion Passed

2.3 Application - 1339-1347 Commissioners Road West (H-9179)

Moved by: E. Holder

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Milan Starcevic, relating to the property located at 1339-1347 Commissioners Road West, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a holding Residential R8 Bonus (h-5*R8-4*B-63) Zone TO Residential R8 Bonus (R8-4*B-63) Zone to remove the holding provision

Motion Passed

2.4 Application - 3030 Singleton Avenue (H-9212)

Moved by: E. Holder

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Schlegel Villages Inc., relating to the property located at 3030 Singleton Avenue, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal

Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6/R7 (h-53*R5-4/R6-5/R7/D100/H30) Zone TO a Residential R5/R6/R7 (R5-4/R6-5/R7/D100/H30) Zone to remove the “h-53” holding provision.

Motion Passed

2.5 Argyle Area Regeneration Study

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

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated August 10, 2020 entitled "Argyle Regeneration Study Update" BE RECEIVED for the purpose of providing Municipal Council with an update on the progress of the Argyle Regeneration Study; it being noted that City Planning staff will continue to work with the Argyle Business Improvement Area (BIA) and community stakeholders and groups, to provide support and education regarding the planning process and the framework for community regeneration and development.

Motion Passed

2.7 Application - 1160 Wharnccliffe Road South (H-9217)

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

That, on the recommendation of the Director, Development Services, based on the application by Goldfield Ltd., relating to the property located at 1160 Wharnccliffe Road South, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R4 Special Provision (h*h-100*h-104*h-155*R4-4(2)) Zone TO a Residential R4 Special Provision (R4-4(2)) Zone to remove the “h, h-100, h-104 and h-155)” holding provisions.

Motion Passed

2.8 Application - 6990 Clayton Walk (H-9054)

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

That, on the recommendation of the Director, Development Services, based on the application by 2219008 Ontario Ltd. (York Developments), relating to the property located at 6990 Clayton Walk, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R6 Special Provision (h*h-100*h-198*R6-5(44)) Zone TO a Residential R6 Special Provision (R6-5(44)) Zone to remove the “h, h-100 and h-198)” holding provisions.

Motion Passed

2.9 Strategic Plan Progress Variance

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

That, on the recommendation of the Managing Director, Development and Compliance Services, the staff report dated August 10, 2020 entitled "Strategic Plan Progress Variance" BE RECEIVED for information.

Motion Passed

2.10 Building Division Monthly Report for June 2020

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

That the Building Division Monthly Report for the month of June, 2020 BE RECEIVED for information. (2020-A23)

Motion Passed

2.6 Protected Major Transit Area Information Report (O-9208)

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

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application by The Corporation of the City of London relating to Protected Major Transit Station Areas (PMTSAs):

a) the staff report dated August 10, 2020 entitled "Protected Major Transit Station Areas Information Report" BE RECEIVED for information; and,

b) the above-noted report with draft PMTSA policies BE CIRCULATED to stakeholders and the general public for comments;

it being noted that an Official Plan Amendment to add PMTSA policies to the London Plan will be considered at a future public participation meeting of the Planning and Environment Committee.

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

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Remove References to 1989 Official Plan from Zoning By-law Z.-1 (Z-8909)

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

That consideration of removing references to the 1989 Official Plan from Zoning By-law No. Z.-1 BE POSTPONED to a public participation meeting at the September 8, 2020 Planning and Environment Committee meeting;

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

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

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (5 to 0)

3.2 3635 Southbridge Avenue - Draft Plan of Vacant Land Condominium
39CD-20506

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3635 Southbridge Avenue:

a) the Approval Authority BE ADVISED that no the issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3635 Southbridge Avenue; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3635 Southbridge Avenue;

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

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

3.3 3575 Southbridge Avenue - Draft Plan of Vacant Land Condominium
39CD-20507

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3575 Southbridge Avenue:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3575 Southbridge Avenue; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3575 Southbridge Avenue;

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

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder

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

Motion Passed (4 to 0)

3.4 Application - 221 Queens Avenue (TZ-9197)

Moved by: A. Hopkins

Seconded by: E. Holder

That, on the recommendation of the Director, Planning and City Planner, based on the application by Sifton Properties Limited, relating to the property located at 221 Queens Avenue, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to extend the Temporary Use (T-69) Zone for a period not exceeding three (3) years;

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

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

- the proposed amendment is consistent with the PPS, 2020 in that it ensures that sufficient parking is provided in the Downtown which promotes economic development by supporting existing economic activities and businesses that currently rely on this parking supply for workers;
- the proposed amendment conforms to the 1989 Official Plan, including but not limited to section 4.1.10 which supports the provision of adequate and well-located off-street parking facilities that are sufficient to meet the demand generated by existing and proposed land uses in the Downtown; and,
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the Downtown Place Type and the Temporary Use Provisions policies of the London Plan.

Yeas: (3): M. Cassidy, A. Hopkins, and E. Holder

Nays: (1): S. Turner

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

Motion Passed (3 to 1)

Additional Votes:

Moved by: S. Turner

Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder

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

Motion Passed (4 to 0)

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder

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

Motion Passed (4 to 0)

3.5 Draft Plan of Vacant Land Condominium - 965 Upperpoint Avenue 39CD-20508

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 965 Upperpoint Avenue:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 965 Upperpoint Avenue; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 965 Upperpoint Avenue;

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

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

3.6 Application - 2040 River Road (Z-9133)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Global Waste Disposal London Ltd, relating to the property located at 2040 River Road:

a) the proposed, revised, attached by-law BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend

Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding General Industrial (h*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone TO an Open Space Special Provision (OS5(_)) and a holding Light Industrial Special Provision/General Industrial Special Provision (h-47*LI6(_)/GI2(_)) Zone; and,

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a holding General Industrial (h*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone TO a Light Industrial/General Industrial Special Provision (LI6/GI2(_)) Zone, BE REFUSED as there is inadequate protection for the long-term preservation of the area of re-naturalization, and an Open Space Special Provision (OS5(_)) Zone is appropriate to clearly delineate the area to be protected and ensure the undisturbed future viability of this re-naturalized area;

it being noted that the following site plan matter was raised during the application review process: to restore an area of disrupted natural heritage feature with an accepted restoration plan;

it being further noted that the Planning and Environment Committee reviewed and received a communication dated July 29, 2020 from T. Annett, Manager, Environmental Planning and Regulations, Upper Thames River Conservation Authority, with respect to this matter;

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

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

- the proposed new use of the site is consistent with the Provincial Policy Statement 2020, as it maintains the function and economic contribution of the employment lands and restores a natural heritage area;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to the policies of the Heavy Industrial Place Type;
- the proposed industrial use is appropriate for the subject site and conforms to the in-force policies of the 1989 Official Plan including but not limited to the General Industrial policies of Chapter 7;
- the recommended amendment will ensure the continued operation and viability of the industrial area for current and future uses; and,
- the enhancement and restoration area to be zoned for the long-term protection of the feature conforms to the in-force policies of the 1989 Official Plan including but not limited to Chapter 15, and the in-force and effect policies of The London Plan including, but not limited to the Environmental Policies. (2020-D13)

Yeas: (3): M. Cassidy, A. Hopkins, and S. Turner

Nays: (1): E. Holder

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

Motion Passed (3 to 1)

Additional Votes:

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

4. Items for Direction

- 4.1 Request for Council Resolution, under section 45(1.4) of the Planning Act, R.S.O. 1990, c.P.13 – 745-747 Waterloo Street

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

That, the following actions be taken with respect to the property located at 745-747 Waterloo Street:

a) on the recommendation of the City Clerk, the report dated August 10, 2020 and entitled "Request for Council Resolution, under section 45(1.4) of the *Planning Act, 1990, c. P.13 - 745 - 747 Waterloo Street*" BE RECEIVED for information; and,

b) the request to accept a Minor Variance application for the purpose of amending the definition of Stacked Townhouse relating to the property located at 745-747 Waterloo Street BE DENIED;

it being noted that the Planning and Environment Committee heard a verbal delegation from M. Doornbosch, Brock Development Group, with respect to this matter.

Yeas: (3): M. Cassidy, A. Hopkins, and S. Turner
Recuse: (1): E. Holder
Absent: (1): A. Kayabaga

Motion Passed (3 to 0)

Additional Votes:

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

That M. Doornbosch BE GRANTED delegation status relating to the request for a minor variance application for the property located at 745-747 Waterloo Street.

Yeas: (3): M. Cassidy, A. Hopkins, and S. Turner
Recuse: (1): E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (3 to 0)

- 4.2 G. Pearson, Co-executive Director, London Food Bank and J. Roy, Co-executive Director, London Food Bank - Request to Waive Fees for City-wide Planning Application

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

The Civic Administration BE DIRECTED to initiate the requested City-wide application on behalf of the London Food Bank, with respect to the removal of barriers to growing food; it being noted that the Planning and Environment Committee reviewed and received a communication dated July 30, 2020, with respect to this matter. (2020-D09)

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

4.3 The Silverleaf Community - Reconsideration Request - Sidewalk Installation

That the following actions be taken with respect to the communication from "The Silverleaf Community" and subsequent request for delegation from the "Residents of Silverleaf" with respect to safety concerns related to Silverleaf Chase and Silver Creek streets:

- a) the Civic Administration BE DIRECTED to review the concerns outlined in the above-noted communication regarding "safety, road mobility, unfettered access to roads by residents and clear access for service, transportation and emergency vehicles" and to report back addressing the concerns raised;
- b) the request for delegation BE GRANTED for a representative of the "Residents of Silverleaf" to speak at a future meeting of the Planning and Environment Committee when the staff report noted in a) above is brought forward for consideration; and,
- c) the communications and the delegation request from the residents of Silverleaf community BE RECEIVED. (2020-T04)

Additional Votes:

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

Motion to approve the following recommendations:

"That the following actions be taken with respect to the communication from "The Silverleaf Community" and subsequent request for delegation from the "Residents of Silverleaf" with respect to safety concerns related to Silverleaf Chase and Silver Creek streets:

- a) the Civic Administration BE DIRECTED to review the concerns outlined in the above-noted communication regarding "safety, road mobility, unfettered access to roads by residents and clear access for service, transportation and emergency vehicles" and to report back addressing the concerns raised;
- b) the request for delegation BE GRANTED for a representative of the "Residents of Silverleaf" to speak at a future meeting of the Planning and Environment Committee when the staff report noted in a) above is brought forward for consideration."

Yeas: (3): M. Cassidy, A. Hopkins, and E. Holder
Nays: (1): S. Turner
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (3 to 1)

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

Motion to receive the communications and delegation request:

"That the communications and the delegation request from the residents of Silverleaf community BE RECEIVED."

Yeas: (4): M. Cassidy, A. Hopkins, S. Turner, and E. Holder
Absent: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 7:57 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 PUBLIC PARTICIPATION MEETING – Remove References to 1989 Official Plan from Zoning By-law Z.-1 (Z-8909)

- Councillor Cassidy: Thank you Mr. Macbeth. I see Mr. Wallace in Committee Room 1 / 2 so I will go to Mr. Wallace.
- Mike Wallace, Executive Director, London Development Institute: Thank you Madam Chair and I appreciate the Committee's opportunity to speak to this particular and I have four points. Just so you know, it's Mike Wallace, just for the record, from the London Development Institute, our office is at 562 Wellington, Suite 203. There are four points I want to make regarding this report with a request at the end. First is the timing of this report. It, my, we are the major appellant of The London Plan, the LDI, and I got, this came out on the agenda last Wednesday afternoon, I don't know, say Noon, both my legal staff and my planning individual group that looks after our appeal are not available; this is mid-summer, it is the week of the long weekend and you bring forward a major piece of policy change to The London Plan to the Zoning By-law during the week. Those people who are spending thousands and thousands of dollars who have been representing us for over the years that The London Plan has been under appeal are just not available this week so the timing of this report is suspect in my view. I know I'm normally in front of you with all kinds of good news about things but today is not one of them. And then there was, Mr. Macbeth talked about the notices before and certainly I have them and they say possible amendment, possible amendment, possible note without any details, which is fine but I am, as Councillor Turner pointed out in the previous discussion, the report on the major transit study is going out for public comment, our group will be commenting on it, I think it is a fantastic piece of opportunity for our organization to be honest and my members as long as you guys are able to put up with the not in my own backyard discussion that will come but the, that is the kind of thing that, you know, we have been working with the City on settlement discussions for months now and we have an opportunity to make things better, to make this happen. The fact is all the maps, all the maps in The London Plan are under appeal, every single, so how do you have policies where none of the maps are actually in force. Now I haven't had my professional staff, the people that, the consultants that we have, look at the actual document, we could be in favour of everything that is in here, I do not know. I don't have that skill set and I rely on those people to tell me but I can say things like on page two and on page three you talk about the Zoning By-law has to conform to the OP. I agree one hundred percent but the OP that is in effect and The London Plan is not in effect at present, parts of it may be but not the whole thing and including the maps so we need time for our Planners, at least a cycle, at least one of the Council meetings or a cycle in September so I can give you proper feedback on what that report says. Another thing that boggles my mind a bit is that we have talked about and we have been involved in this ReThink Zoning, which is a great idea, I have been involved on your side of the fence, on a comprehensive Zoning By-law change to the community I used to live in, it takes time and effort. We're piece meal. At one point we want to talk about a comprehensive review of the Zoning By-law but here we are piece mealing it to Z.-1 and so it kind of, it's inconsistent, let me just put it that way. That we talk about a comprehensive review once The London Plan is in place and we need the Zoning By-law to match. I one hundred percent agree but why are we doing piece meal here? We have been working hard with the City, I would say we have a, based on my experience throughout the province, and the country, we have a very good working relationship here with our organization and the City and the community and I think we are working well on a whole bunch of different topic areas and policy areas and I wouldn't want to see that change. Look, let's be completely frank, a change to the Zoning By-law

is appealable. We do not want to be going down that road when we are in the middle of trying to make things, improve things and make things happen. Get that London Plan in place in a format that we all can live with then we work on the zoning to make sure it matches that agreed upon Official Plan but that is not in place yet. The 89 Plan is still in effect in many parts of the City's Official Plan. The London Plan is coming in but we still have time. So here is my ask, deferral for at least a month so I can have my people at least look at it and give you a proper response instead of in the middle of summer. You can do a couple of things as far as I know, you can receive and file the report, nothing happens to it and then we are bringing it back again another time, you can put it on the Deferred List, I know you have a Deferred List on your agendas in the Committees or just a straight deferral not having it come forward as a by-law introduction on the 25th of August but either the second, the middle of the month in September you have a Council meeting or on the 29th, I think it is, and the end of September, at least give us a chance to have it analysed, to analyse the significant report. Thank you.

- Councillor Cassidy: Thank you Mr. Wallace. I will go to the Committee Rooms to see if there are any members of the public who would like to comment or ask questions about this. I'm looking at my screen. I don't see anyone coming forward to the microphones so I don't believe there are members that the public interested in commenting on this item other than Mr. Wallace, who we have heard from so I will look for a motion from Committee to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 3635 Southbridge Avenue – Draft Plan of Vacant Land Condominium 39CD-20506

- Councillor Cassidy: Thank you Mr. Mottram. I'll look first to see if the applicant is here. That's the applicant in Committee Room 5 and you would like to address the Committee. Go ahead. State your name and you have five minutes.
- Lindsay Clark, Sifton Properties: Thank you very much. I would just like to say that we are in agreement with the recommendation brought forward this afternoon and I am available for any questions that you may have. Thank you.
- Councillor Cassidy: Thank you Ms. Clark. Are there any technical questions for staff or the applicant? I'm seeing none. Is there, are there any members of the public in either of the Committee Rooms here to speak to this? I'm not seeing any movement. Are there any public members looking to speak to this at 3635 Southbridge? Seeing none, I will look for a motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – 3575 Southbridge Avenue – Draft Plan of Vacant Land Condominium 39CD-20507

- Councillor Cassidy: Thank you Mr. Mottram. I see Ms. Clark again at the microphone. Would you like to speak?
- Lindsay Clark, Sifton Properties: Thank you again. I'm just, to restate, I'm Lindsay Clark with Sifton Properties and we are also in agreement with the recommendations brought forward and I am available again for any questions that you may have. Thank you.
- Councillor Cassidy: Thank you. Are there any members of the public in the Committee Rooms to speak to this item, 3575 Southbridge Avenue? I'm not seeing any movement towards the microphones so I will look for a motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.4 PUBLIC PARTICIPATION MEETING – 221 Queens Avenue (TZ-9197)

- Councillor Cassidy: Thank you Mr. de Ceuster and I see Ms. Clark is at the microphone again representing Sifton. If you would like to go ahead.
- Lindsay Clark, Sifton Properties: Thank you. Just again, to restate, that we are in agreement with the recommendations brought forward and I am available for any questions that you may have. Thank you.
- Councillor Cassidy: Thank you. Do you have a technical question Councillor Turner? Did I see your hand go up?
- Councillor Turner: It's kind of twitching but yeah, I have got two technical questions.
- Councillor Cassidy: Ok. Go ahead.
- Councillor Turner: Just a question of how the site winds with the City's parking strategy? That would be for Mr. de Ceuster.
- Councillor Cassidy: Mr. de Ceuster go ahead.
- Isaac de Ceuster, Planner I: Thank you Madam Chair. Through the Chair, out of all of the temporary surface parking lots in Downtown London 221 Queens Avenue is one of the most visually appealing of the ones we have. In addition, it is also located in one of the sub areas that have been identified with a very high utilization rate of eighty-one percent. Although the recommendation is a gradual approach to discontinue temporary zone permissions for surface parking lots it also states that this should happen in areas where utilization rates are low and sub area four is one of the highest areas so staff is recommending you extend the by-law for at least one more time in order to wait for rapid transit and for potential public parking nearby. Thank you.
- Councillor Cassidy: Councillor Turner you have another one?
- Councillor Turner: Yes. Thank you and it's to the representative for the applicant. The question would be, has Sifton or the owner started to contemplate what future uses might be should the temporary parking permissions expire at some point?
- Lindsay Clark, Sifton Properties: Yes. I am not entirely certain on our future plans for this area. I do know that our current demand is necessary as it does service three of our primary commercial buildings downtown located at 171 Queens, 200 Queens and 195 Dufferin so those are currently what we are requiring the surface parking for to support these commercial buildings so I can't state for certain what our future intentions are of this property but I mean at that point down the road we can revisit this in terms of extending this, excuse me, extension of the temporary zoning by-law.
- Councillor Turner: Thank you.
- Councillor Cassidy: Thank you Ms. Clark. Are there any other members of the public that have questions or comments on this item? Looking in the Committee Rooms 1 and 2 and 5 to see if there are public participants who

would like to speak to this application. I am seeing none so I will look for a motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.5 PUBLIC PARTICIPATION MEETING – 965 Upperpoint Avenue 39CD-20508

- Councillor Cassidy: Thank you and I see Ms. Clark again if you would like to go ahead.
- Lindsay Clark, Sifton Properties: Thank you again. I just want to again reiterate that we are in agreement with the recommendations and I am available for any questions that you may have. Thank you.
- Councillor Cassidy: Thank you. So I will look to the Committee Rooms to see if there are any members of the public that are interested in Item 3.5. Any members of the public who would like to speak to 965 Upperpoint Avenue application? I am seeing none so I will look for a motion to close the public participation meeting.

Appendix A

Bill No.(number to be inserted by Clerk's Office)
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 2040
River Road.

WHEREAS Global Waste Disposal London Ltd has applied to rezone an area of land located at 2040 River Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2040 River Road, as shown on the attached map comprising part of Key Map No. A113 from a holding General Industrial (h*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone to an Open Space Special Provision (OS5(_)) Zone and a Light Industrial Special Provision/General Industrial Special Provision (h-47*LI6(_)/GI2(_)) Zone
- 2) Section Number 36.4 of the Open Space Zone (OS5) Zone is amended by adding the following Special Provision:

OS5(_) 2040 River Road

- a) Regulations
 - i) No minimum lot frontage requirement
 - ii) No minimum lot area requirement

- 3) Section Number 40.4 of the Light Industrial (LI6) Zone is amended by adding the following Special Provision:

LI6(_) 2040 River Road

- a) Regulations
 - i) Rear and Interior Side Yard Depth abutting an Open Space (OS5) Zone Variation (Minimum) 0m (0ft)
 - ii) Lands within the Open Space (OS5) Zone Variation may be used in the calculation for landscaped open space.

- 2) Section Number 41.4 of the General Industrial (GI2) Zone is amended by adding the following Special Provision:

GI2(_) 2040 River Road

- a) Additional Permitted Use

- i) Waste Transfer Station and Recycling Depot
 - ii) Definition: "Waste Transfer Station and Recycling Depot" means a type of waste disposal site as defined in the Environmental Protection Act (EPA), for non-hazardous solid wastes and liquids, including transferring, separation, processing and recycling of such wastes
- b) Regulations
- i) Frontage (Minimum) 30m (98.4ft)
 - ii) Open storage shall not be permitted in any required exterior side yard
 - iii) Front Yard Depth for open storage (Minimum) 20m (65.6ft)
 - iv) Rear and Interior Side Yard Depth abutting an Open Space (OS5) Zone Variation (Minimum) 0m (0ft)
 - v) Lands within the Open Space (OS5) Zone Variation may be used in the calculation for landscaped open space.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

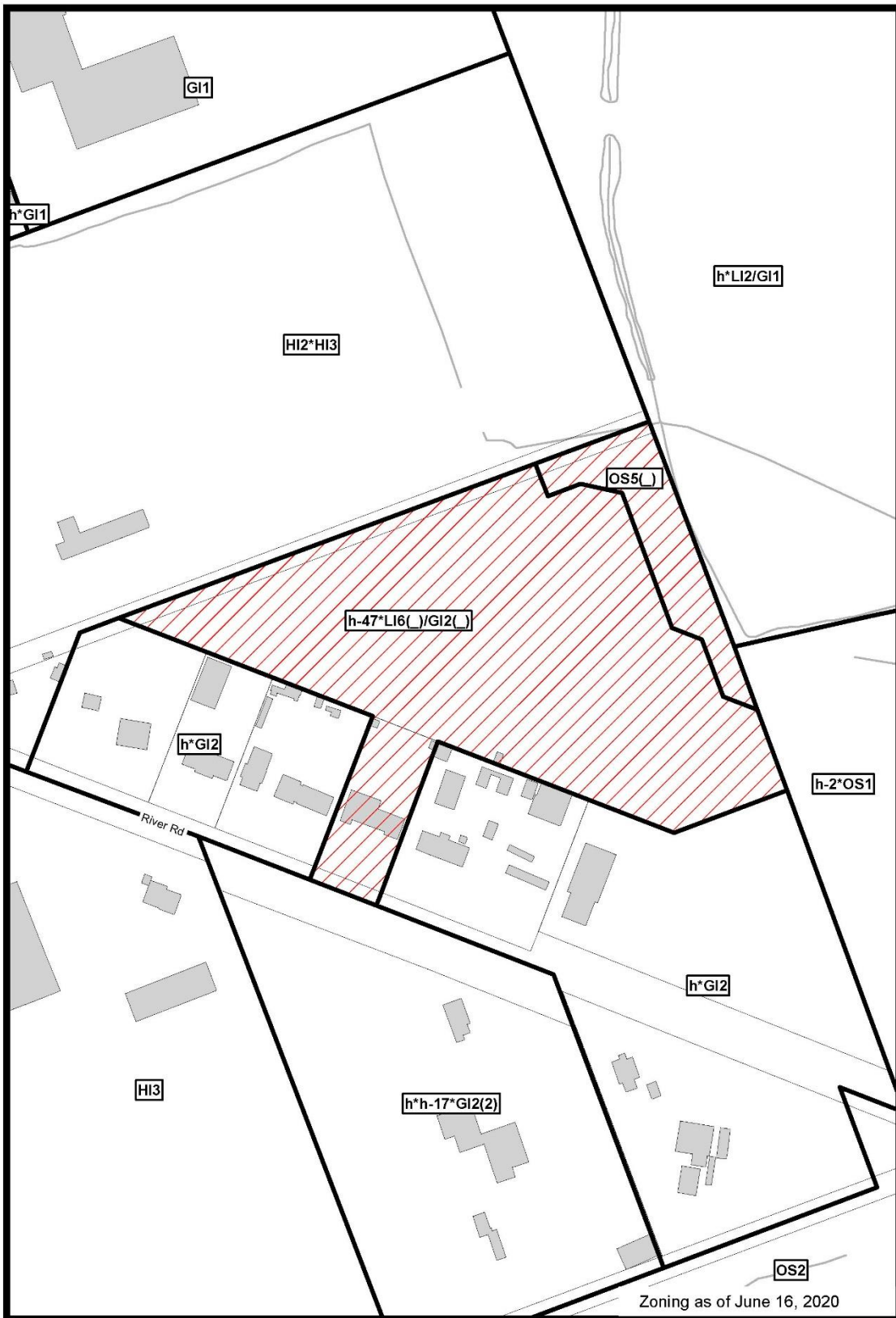
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9133
Planner: SW
Date Prepared: 2020/07/10
Technician: RC
By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



Geodatabase

PUBLIC PARTICIPATION MEETING COMMENTS

3.6 PUBLIC PARTICIPATION MEETING – 2040 River Road (Z-9133)

- Councillor Cassidy: Okay thank you, Ms. Wise. I'll check to see if the applicant or the agent for the applicant is here and if they would like to speak to committee? Come forward and state your name and then you'll have five minutes.
- Victor Da Silva: Hi my name is Victor Da Silva and I just agree with all the recommendations, and if anybody has any questions or concerns feel free to ask.
- Councillor Cassidy: Thank you, Mr. Da Silva. Are there any members of the public here to speak to this...Sorry, I'm just conferring with the Clerk on something. Okay, so I'll go to committee and...I see you there, Councillor Hillier. Right now we'll see if there are technical questions for the applicant or for City staff, and also noting that representatives from the Upper Thames River Conservation Authority are present as well. So if committee or visiting Councillors have technical questions...I'll go to the Mayor first and then I'll go to the ward Councillor.
- Mayor Holder: Thank you, Chair. Perhaps, Ms. Wise, just based on your review, just trying to understand - what materials are being handled or intended to be handled, stored, or transferred to other sites? Could you give us some clarity around that, please?
- Councillor Cassidy: Ms. Wise.
- Sonia Wise, Senior Planner: Thank you. Through you, Madam Chair, the actual definition being requested is for a waste transfer station recycling depot, which is the type of waste disposal site that allows for non-hazardous solid wastes and liquids. There is a general definition for 'waste transfer station' within the City's Zoning By-law, currently, that would allow for the processing of liquid and hazardous waste. So, the distinction is that this is for non-hazardous solid waste and liquids. The specific operator typically deals largely with building and construction debris, so it would be fairly broad in terms of what could be processed on-site.
- Mayor Holder: So if I can, if you don't mind a couple of questions, through the Chair. So I know we've got other handlers of these various materials. So talking about primarily on the construction side – where do those products go? I know we have a pretty significant sorting function in the City, but where is the ultimate site where these products go? Are they in London? Where are they, Ms. Wise?
- Sonia Wise: Through you, Madam Chair – so for the proposed operation of the site, if your question is in regards to that – the unsorted items will be delivered through bins on-site, and then they would be separated into their different composite parts, so wood, metals, plastics, that sort of thing. And then they would be diverted based on the type of classifications. So some would probably go to the landfill; others could be recycled in that situation.
- Mayor Holder: All within the London area, through the Chair?
- Sonia Wise: Through you, Madam Chair, that may be a question that the applicant would be better to answer.

- Councillor Cassidy: Sure. Mr. Da Silva.
- Victor Da Silva: Well, ultimately...I've been in business for thirty years. I still don't see people doing it one hundred percent. I grew up with it as a kid; my dad started the company and, yeah, we're going to separate and sort whatever we can to eliminate stuff going from landfill. A lot of the other competitors do truck a lot of stuff to the States – and that's kind of not my plan. My plan is that all my residual waste will go to the City of London landfill. I obviously support the city we live in, and it creates more jobs there, right? So, ultimately, yeah – mostly construction material. It would be a sorting facility where we could pick whatever possible that is recyclable, and the residual would stay in the London W12A landfill.
- Councillor Cassidy: So, Mr. Da Silva, I think the Mayor's question is about the products that you will be recycling – where will they end up?
- Victor Da Silva: Ultimately, whatever stream they are...well it's pretty hard to tell you that right now. But, ultimately, wood would either be mulched or reused to make mulch, or to make pallets, drywall, shingles. Concrete is obviously crushed again to make recycled gravel products.
- Councillor Cassidy: Mr. Mayor.
- Mayor Holder: Yes, thanks very much. Again, back to Ms. Wise if I could, please. I'm trying to know – is the zoning recommendation that is being considered here consistent with the other recycling and waste operations in the City? Any differences, basically?
- Sonia Wise: Through you, Madam Chair – there's a pretty extensive list of various types of recycling, waste transfer facilities in the City, so there's approximately twelve to fifteen different types which would be specific to the type of material that they process. So it would be different from every site in terms of what their parameters are. There is one other waste transfer station and recycling depot operating in the City that is a unique definition; that is, a refined version of our normal waste transfer station.
- Mayor Holder: Sorry...perhaps, through you, Chair, to staff - perhaps my question wasn't as clear or maybe not even as specific, but all I'm trying to understand is...it's like same for same? So if there's a certain type of waste product that is being recycled/re-handled/re-dealt with by one firm, is it consistent and the same with another firm? I'm trying to understand if the rules are consistent as per type of waste? Is the zoning consistent right across the board for, again, I'll call it like for like? Please.
- Sonia Wise: Through you, Madam Chair – I would say that the process to establish this type of facility would be the same across the board. First up is to establish the zoning in terms of the permission for the land use (whether or not the site would be appropriate). Of course, every site would be slightly different in terms of its own context and parameters. Then there would be the environmental compliance approval with the Ministry that would be required, and then there's also a site plan approval process. So that would be consistently applied throughout the city in terms of the process and, again, each site would be slightly different. But I hope that answers your question.
- Mayor Holder: Well it certainly does in part...perhaps I can go one other way as well because I just want to understand. I mean, if there's one thing I appreciate about this committee it's that they take issues of the environment exceptionally seriously, and I would say that, from my experience, the City's

incorporated a pretty significant environmental bar in terms of all the processes that it looks at, and that's certainly been my sense since I've been on this committee, and there are colleagues that have been on this committee longer than I have been. So what I'm trying to get a sense of is there any change compromise difference in the standards that are being asked of this firm with this application as it is of the current and existing firms that deal with that?

- Michael Tomazincic, Manager, Current Planning: Madam Chair, it's Michael Tomazincic here, if I can chime in?
- Councillor Cassidy: Go ahead.
- Michael Tomazincic: We don't have applications for this type of use very often. In fact, this is the first one that I can remember (although someone might challenge me on that), and so for me to say that we've treated other people consistently or not since this is the first one, I can say that any others that come forward will be treated in the same manner. So there's the rezoning process which we're deciding today, and then there's the site plan and the operations of the facility which come later through the MoE certificate and site plan, and they might have different operational standards which I just would not know about because it comes through a subsequent process, but in terms of how we treat these sites through zoning then I would say yes, we are being consistent.
- Mayor Holder: So then since tonight's focus, Chair, is on the zoning component, and this proposal is a light industrial zoning, is that the same zoning used for other waste disposal sites that exist in the City? Through you to staff, Chair.
- Sonia Wise: Through you, Madam Chair, just as a point of clarity - so the site has, currently, a general industrial zone on it and a portion of the site is light industrial. The recommended zoning is to have the light industrial added to the entire site so that it would be a split zone. That means that the specific use for the waste station would be added to the general industrial zone classification, zone variation, and that is something that would be appropriate in that 'zone family'.
- Mayor Holder: Sure, I appreciate that. So my question was is the proposed light industrial - the broader zoning - has that designation been used on other waste disposal sites currently in existence?
- Sonia Wise: Through you, Madam Chair, yes. So the other operating waste transfer station and recycling depot is within a general industrial zone and that is of the similar...that is the exact same defined use and a similar type of facility.
- Mayor Holder: Thank you, Chair. Thank you, staff. I may come back in with a question or so, but I appreciate that information.
- Councillor Cassidy: Councillor Hillier.
- Councillor Hillier: Thank you very much, and thank you for receiving me today. I'm assuming this is a large business expansion; I'm looking at the site, it looks very nice and I'm all in favor of that, but I have a few concerns. One - that they're staying within the current lists of materials that they have now. When I go on their website, I'm looking at contaminated soils. And now I'm looking at this site and I'm wondering, are they going to be doing more storage on this site? Because if they're going to be stockpiling contaminated soils, we're going to have

an issue with water runoff. I'm curious about this.

- Councillor Cassidy: I believe that's for the applicant.
- Victor Da Silva: Yeah, we do...our trucking company does truck a lot of contaminants. Not a lot, but you know, a little bit over the years, right? All our contaminated soil goes to GFL up in Dorchester there, so ultimately we're close to a facility that does recycle it, so that's really why we do a lot of it.
- Councillor Hillier: Right, so it won't be stored on site then?
- Victor Da Silva: No, no. Nothing liquid or hazardous waste will be stored on site. Kind of my idea is to...instead of having these huge piles that make a mess and create dust and so on, I want to be a lot more efficient. I want to bring it in and bring it out right away. I don't want to have these stockpiles that look like huge mountains, you know - that's the last thing I want to do. I want to be small, efficient and clean, right?
- Councillor Hillier: And that's exactly what I'm concerned about - large piles of this stuff gathering, and then the waste water, because we're a lot closer the river now.
- Victor Da Silva: No I totally understand that. I've seen some of the other facilities and, yeah, they do stockpile big piles and it floods from time to time. Yes, that's totally what I want to avoid because obviously, just business-wise, the more water that gets in those piles the more expensive they are to get rid of in the end, right?
- Councillor Hillier: Yes, thank you.
- Councillor Cassidy: Okay, Councillor Hopkins and then Councillor Turner.
- Councillor Hopkins: Thank you, Madam Chair. We're still on technical questions here, right?
- Councillor Cassidy: Yes, Councillor.
- Councillor Hopkins: Thank you for the reminder. So I do have a couple questions. The first one - maybe this is to the applicant regarding organic waste. How is that dealt with here on this site?
- Councillor Cassidy: Mr. Da Silva, will you be processing organic waste on this site?
- Victor Da Silva: Yeah, ultimately there would be no composting or anything like that on the site. Ultimately, what you might see is maybe some dirt, but it gets sorted out and stuff. But other than that, no, nothing that would be composting or organics.
- Councillor Hopkins: So I understand no organic waste on the site? And the reason I'm asking that question - it relates to odor and smells, and I know dirt can smell too if there's some organic component. So not sure what I heard - again if you could clarify - are we going to be...are you going to be storing organic waste or processing organic waste on this site.
- Victor Da Silva: No, not at all. I do understand your concern for the smell and stuff. Actually, in the application it actually states 'no household waste and stuff like that', right? So, really, the household waste or composting - that's what

would really create smells. I'm sure you guys have seen it around the City, the same cases, right? But, yeah, this is strictly...I'd say ninety five percent construction and demolition materials that will be sorted, you know, to pull wood and steel and drywall and shingles out; and obviously, residual goes to landfill, right?

- Councillor Cassidy: Okay thank you, Mr. Da Silva. Councillor Hopkins, any other questions?
- Councillor Hopkins: Yes, I do. Just following up on my first question there, and maybe this is directed to City staff - with the organic waste portion of this facility, would that be considered through a site plan or would there be recommendations through a site plan that organic waste would not be part of this facility?
- Sonia Wise: Through you, Madam Chair - the defined use that is requested is fairly broad. It just has to be 'non-hazardous' solid waste, so that could include household waste, you know, despite the user not intending that. If the committee wants, there are other definitions that could be used in its place. Specifically, we have a construction and demolition recycling facility that would be more appropriate and is specific to that type of industry. And then there would have to be certain additions for things like contaminated soil that aren't specifically included in that definition that are part of the operation, so there are options if there is an issue with the range of uses and waste permitted on site.
- Councillor Hopkins: Thank you for that. And would that happen through rezoning now, these definitions to be a suggested or incorporated? Or is that part of the site plan process?
- Sonia Wise: Madam Chair, that would have to occur through the zoning, so that would be the 'defined use' specifying what would be permitted on site.
- Councillor Hopkins: Thank you for that. My second technical question is around the H-47 which is the amendment that is being introduced here to the previous recommendation. Could you explain the H-47 holding provision, just for clarification?
- Sonia Wise: Certainly. Through you, Madam Chair - the H47 is a requirement for the applicant to receive an environmental compliance approval from the Ministry. There was a little bit of confusion in terms of the timing. When they received their ECA in February of this year, what exactly was involved in that ECA? And, as it turns out, we learned that it is not for the full use; that would still have to be permitted by Council first. It was simply for the storage of empty bins and vehicles on-site, so it was...in error, we thought that they had achieved their ECA ahead of time, but it turns out they need yet another one. So that's why the H47 is being proposed.
- Councillor Hopkins: Thank you for that clarification. My last question, Madam Chair, is regarding consultation with our Director with the City of London Environmental Services - will that be part of the process moving through the site plan process?
- Councillor Cassidy: Ms. Wise.
- Sonia Wise: Through you, Madam Chair - so during the circulation process, we do reach out to our colleagues in Solid Waste, which is the case here. So the various departments received notice in July as well as in June of this year, so notice was provided and we were engaging the Manager of Solid

Waste later in the process than usual, but he is aware of the application and the future opportunities for involvement in discussion.

- Councillor Cassidy: Councillor Turner.
- Councillor Turner: Thanks, Madam Chair. This has generated a lot of discussion. Couple quick technical questions. I think as I read through this, it appears that the delineation of the OS-5 is based on the fact that - is this correct - that the environmental feature has not been evaluated through an environmental impact study? So the delineation - is that to the greatest extent, then, that any potential buffers or distance separation from the operation and the feature would occur?
- Councillor Cassidy: Ms. Wise.
- Sonia Wise, Senior Planner: Through you Madam Chair we also have the City's Ecologist James MacKay on the call and I might just defer that question to him.
- Councillor Cassidy: The Clerk is going to comment here.
- Barb Westlake-Power, Deputy City Clerk: We have not had Mr. MacKay join the meeting as of yet. We do have an unidentified person waiting in the waiting room so I'm not sure if that may be Mr. MacKay or not. I have reached out to his Manager to find out if that's the case but I haven't heard back so I'm not sure but he's not currently in the meeting.
- Councillor Cassidy: So Mr Feldberg had his hand up briefly there and then he disappeared from, from my screen. Are you there Mr Feldberg?
- Matt Feldberg, Manager Development Services (Subdivisions): Yes Madam Chair. Typically Mr. MacKay does have an unidentified phone but I will connect with him if we could defer your question Councillor Turner for a few moments.
- Councillor Turner: Fair enough. I think what I am, the general gist of the questions that I'm going to ask surround the delineation of the separation between the, the operation and the environmental future. The Upper Thames has recommended an OS4 and an OS5 in this circumstance. I think we applied the OS5 because it incorporates all the same protections that would be included in an OS4 as hazard lands so I can appreciate that the, in the report, it goes on to talk about how the, the patches and, and areas here are Environmental Review and unevaluated lands so I wasn't sure if there is a condition as part of site plan to require an Environmental Impact Study so that the boundaries and delineations and buffers could be appropriately identified. The second concern that I have with that is associated with the buffers tend to be associated with, I guess, land disturbances that might change the water flows and stormwater management, any interruptions of groundwater recharges, PSW's, the size and significance of a significant woodland. I'm wondering to what extent buffering or distancing has been contemplated in terms of any possible seepage of materials that might be processed or handled that could have toxins and Councillor Hillier raised a point about infiltration into the water system, the river or otherwise and how that's, I think, from what I'm reading here, is that it's identified by taking the greatest extent but I'm wondering if an EIS is contemplated or has been performed.
- Councillor Cassidy: So I wonder Ms. Wise if you can answer about the, if the EIS has been contemplated.

- Sonia Wise, Senior Planner: Madam Chair, I might just start this but we do have UTRCA staff that I think would also be able to provide a helpful response. With regards to the EIS requirements it would have been something that we would have asked for during the application review for the zoning and also the, sorry, the disturbance of that site was also within an area of the regulated area of the Upper Thames River Conservation Authority so they would have required a separate permitting process as well. If, if this had gone to site plan without being caught at zoning it's possible that they would have required it there as well but I might just hand it over to one of my colleagues at the UTRCA if that's alright.

- Councillor Cassidy: So we also have Mr MacKay on the line. Do you want me to go to him first Councillor Turner?

- Councillor Turner: I think both would be helpful. I read the UTRCA comments, they seem to support the rezoning but with the, with some specific conditions in there so I think the two of them would be very informative to my questions.

- Councillor Cassidy: So I will go to the Upper Thames River people first because Mr MacKay may not have heard the question and perhaps Mr MacKay can chime in when he hears the gist of the conversation. We may have to repeat the question for him but I'll go to Committee Room 1 and 2 where we have the Upper Thames River Conservation Authority people waiting.

- Stephanie Pratt, Land Use Planner, Upper Thames River Conservation Authority: Through you Madam Chair, in regards to your questions Councillor Turner regarding the OS5 and the setbacks, our minimum requirements for the natural hazard features are fifteen metres setback and from the natural heritage feature we require a minimum thirty metres setback. Because the lands have been cleared in advance of doing any of the appropriate studies that we would typically require through the process we have set those minimum requirements as thirty meters from the natural heritage feature so that isn't the greatest extent of what could be possible but given the fact that the features on the landscape have been altered we are not requiring a study moving forward.

Councillor Turner: So through you Madam Chair. Thank you for that. In our Natural Heritage Guidelines our buffer distances are thirty meters from an identified edge usually through an EIS so where, where the feature is hasn't been clearly delineated through an EIS. Would that not indicate a larger buffer requirement?

- Stephanie Pratt, Land Use Planner, Upper Thames River Conservation Authority: At this point in time we can't justify not doing that because we're not sure what the feature was on the landscape previously before it was cleared so it's hard to determine what that exact buffer would have been prior to that clearing and so that's why we placed the minimum thirty meters on the edge of the feature that we can see present today.

- Councillor Turner: Thank you. For Mr. MacKay I think the question here is that if there's a question of an environmental feature on the land and usage does that not necessitate an EIS and has one been done and has that been reviewed?

- James MacKay, Ecologist: Through you Madam Chair, sorry for the delay there. So in response to your question yes typically that is what is the standard procedures, you are required to do an EIS for that. This has been a complicated situation given that it was, the site was cleared, some years ago so we've been

working with the applicant and through the UTRCA with their Section 28 violation to try to come to a best outcome for both the applicant and for the City and the natural features on the adjacent property and for what potentially was there before. I believe in response to your earlier question about additional setbacks from the OS5 zone, the OS5 zone represents the total setback for the applicant so I believe there's a zero meter setback to the zone line in this particular case. Sonya can speak to that.

- Councillor Turner: Thank you. So my concern rests there. There typically would be an EIS associated with an application of this, this type especially if we're going to create and delineate an OS5 that tends to be a fairly high standard. I think the only question that remains for me, I do have concerns with that, I recognize there's been a fairly extensive involvement between Upper Thames's regulatory agency, staff and with the applicant to, to get to where we are. Fair enough. Are we satisfied that sufficient distancing measures are in place that will protect anything within the OS5, any of the natural features adjacent to or within the property from any of the activities that are being contemplated or could be allowed within the zoning recognizing the ECA will, will provide some parameters to that but that the ECA could be amended or changed or a new one could be applied for in the future.

- Sonia Wise, Senior Planner: Through you Madam Chair, so specifically with relation to the ECA that would have to occur on lands that are already zoned to permit the use so that would be only on the waste transfer portion of the site, that's the main reason that we wanted to go with the OS5 was that it properly delineated the part to be retained and preserved so we think that that strong protection for that restoration area and it will continue long term. The only thing that would change its nature would be another Zoning By-law Amendment application.

- Councillor Turner: I think that through you Madam Chair the final question to that is that it looks like stormwater management is something to be contemplated in the second planning phase that stormwater management as it would be designed could be sufficiently designed to provide run off protection to those features.

- Sonia Wise, Senior Planner: Yes Madam Chair I believe that's a correct statement. Stormwater management would be managed on site for this application and just to note that there would be an additional separate Environmental Compliance Approval for stormwater through the Ministry as well.

- Councillor Turner: Thank you.

- Councillor Cassidy: I see Councillor van Holst has had his hand up. Welcome to this Committee Councillor. We're still on technical questions.

- Councillor van Holst: Thank you Madam Chair and I was just going to ask a question through you to the applicant, perhaps they could just as we hear about natural features perhaps they could just describe the, the natural features that are on the site briefly.

- Councillor Cassidy: That's for you Mr. Da Silva. In the report though Councillor it talks about the natural features to a large degree had been removed which is why the Upper Thames Conservation Authority has, has been so deeply involved in this application but I'll go to Mr. Da Silva to describe what, what natural features are still on the property or perhaps which one, how you are looking to reinstall the natural features that had been removed.

- Mr. Da Silva: Okay, well, Stephanie, I think you can agree that's why we kind of had a lot of time and delays here, kind of why our consultants and assistants weren't agreeing with everybody and so on. I think I've kind of done my part with the buffer, more than what is probably needed, but I do agree with it and, and I'm happy with it and ultimately we still state that there is no natural features on our site. There was an unevaluated vegetation patch which I can state on, on record that, you know, within twenty-five years, when I was a kid about ten years old it was farmland right and yeah little trees and bushes and stuff through on the site. That was our main disagreement, I think, was that there was no natural features on our site and adjacent to our site they do believe that there is and that's why I created the buffer because beside our site there was an unconfined system built there back in 1989 and that's, I believe, the main natural feature that we're trying to protect here. If you can agree with me there Stephanie on that?
- Stephanie Pratt, Land Use Planner, Upper Thames River Conservation Authority: In the aerial imagery when we first received the application we noticed that there was some vegetation present on those lands that was identified in the City's mapping as unevaluated which typically triggers, as we mentioned, the EIS that moves forward so as we were out on site three times in the last, in the last year, we have been able to determine that there is still a watercourse feature present, it runs right adjacent to the property within one meter is the closest proximity and our natural hazard boundary falls within fifteen meters of that. Keeping the property regulated and then in addition on the adjacent lands there is a wetland, unevaluated wetland present and so because the site again was cleared we are unsure of the exact extent of what was previously but we can say there's competently natural heritage and natural hazard feature present within one meter of the subject lands.
- Councillor Cassidy: Councillor van Holst.
- Councillor van Holst: Thank you Madam Chair. If I can perhaps make some comments when technical questions are figured out, I'm, I'm happy with that answer.
- Councillor Cassidy: Thank you very much. I see a blue hand in the air and, oh, it's down now. Ok and I see the Mayor put his real hand up so go ahead Mr. Mayor.
- Mayor Holder: I could have both hands up as you prefer Chair but I have a question if I can Ms. Wise. I was surprised that just very late, as our meeting started, I received, perhaps all of the Committee received, a letter from some Planners, Zelinka Priamo, with respect to questions regarding this particular application and I wonder if Ms. Wise might have some, some comments on that a little better presuming that to be that she's received it and it wasn't that long ago that I received it as well.
- Councillor Cassidy: Who is the letter from Your Worhsip?
- Mayor Holder: Zelinka Priamo Ltd.
- Councillor Cassidy: And when did the letter come in?
- Mayor Holder: I think it was sent in around 4:30 PM today, so just before 4:00 or ust around 4:00, pardon me. Around the time our meeting started Chair.
- Councillor Cassidy: Ms. Wise have you seen this letter?

- Sonia Wise, Senior Planner: Yes Madam Chair I have reviewed it.
- Mayor Holder: I just wonder if you have any comments because I think as we look to, look to make our evaluation as well, I think those are, those are big questions that or issues that they have brought forward and that's why I think you're input would be really helpful to us as a Committee if you would Ms. Wise, please.
- Councillor Cassidy: Do you have any comment on this letter Ms. Wise?
- Sonia Wise, Senior Planner: Madam Chair I believe the letter stated some concerns in terms of the general operation of the site. I believe in the preamble or one of the first paragraphs it did state that it wasn't necessarily a concern of the land use itself on site but there were concerns raised with things like the stormwater management, the operation and the use of the holding provision. We have had the opportunity to review the letter and actually we knew it was coming a little bit ahead of time so it allowed us to do a little bit more review in terms of whether or not a holding provision is required for this site. We determined that it was and that is a recommendation that you have before you now. The stormwater management we are comfortable in terms of its it being addressed through both site plan and through the separate ECA process with the Ministry and in terms of the general review we've based this on the use, the intensity, the form, the compatibility, the environmental impacts, all of the Official Plan and The London Plan criteria for appropriate location and separation of these types of intensive uses and do believe that this is an appropriate use for the site in the context and is taking appropriate measures to ensure compatibility and sympathetic integration.
- Mayor Holder: So Chair, through you and I actually will echo again Councillor Turner, that we spent a fair amount of time on this because I think it is important that we get it right. I would like to be a little more pointed because for the benefit of those who haven't seen this and you indicate that you've saw this perhaps as have some others but you're correct that, that what is said in this note is that the rezoning to allow waste transfer and recycling is not opposed but there was concern and I would like you to comment, if you can, that it be done in a manner that incorporates the environmental protections that the City has insisted upon in other similar waste handling projects to suggest somehow though that there's a difference between the environmental protections required by this application versus the others, is that a is that a fair comment by the by the letter writer?
- Michael Tomazincic, Manager, Current Planning: Madam Chair this is Michael Tomazincic here. It's hard for me to answer that question because there aren't very many specifics provided, there's no addresses provided, there's no addresses of who Mr. Zelinka is representing. I, I noticed there's names of firms but I'm not sure where they're located and I can't comment on the processes that they went through so a little bit more background would have been helpful to answer that question. I, I can't say as, as Ms. Wise indicated we have done some additional research after receiving this letter including some discussions with Mr Stanford and he's happy with the holding provision that's going to be applied to the site. We are confident that through the site plan process and, and through that, the Certificate of Approval process at the site workings operations can address the other matters raised in this letter and that as a uses it's an appropriate location for, for the subject site.
- Mayor Holder: Just again, Chair, just to be clear and I'm not here to challenge, we've got great staff that do tremendous work but I mean the names of the companies that are represented by Zelinka Priamo are right in the very first

line of the letter and they're all companies that we deal with so I mean they manage waste in the City of London so I don't think these are not credible organizations and I think they've expressed some pretty specific things. I just want to set the record straight that we all know who these players are and they're all based here in London and all work in waste recycling that's, I just, I'm not to challenge our staff but just to, just to bring clarity to that point Chair.

- Councillor Cassidy: Okay.
- Mayor Holder. I have no more technical questions at this stage at all and I think our comments can be done in general.
- Councillor Cassidy: Do, are there are there any other technical questions? I'm not seeing any. I'm going to see and I can't remember it's been so long if I asked if there were members of the public that were here, I believe I did, but I'll ask again. Are there any members of the public that would like to comment on this application in those two Committee Rooms? I'm not seeing any members of the public come forward. Mr Da Silva use you spoke to Committee and you had a chance to answer questions so we're passed the technical question phase and we're actually going to close the public participation meeting now if I have a motion to do so.

Community and Protective Services Committee

Report

The 9th Meeting of the Community and Protective Services Committee
August 12, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire

ABSENT: S. Hillier, Mayor E. Holder

ALSO PRESENT: S. Spring, D. Turner, and B. Westlake-Power

Remote attendance: L. Livingstone, M. Butlin, K. Dickins, R. Hayes, G. Kotsifas, D. Popadic, D. Purdy, C. Smith, B. Somers, S. Stafford, T. Wellhauser, R. Wilcox

The meeting was called to order at 4:00 PM; it being noted that the following Members were in remote attendance: Councillors M. Salih and M. van Holst

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Squire

Seconded by: M. van Holst

That items 2.2 to 2.4 BE APPROVED.

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

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

2.2 Contract Award Recommendations for Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London

Moved by: P. Squire

Seconded by: M. van Holst

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, the following actions be taken with respect to the contract award recommendations for SkillsAdvance Ontario (SAO) for employment services for the manufacturing sector in London:

a) the Request for Proposal 20-46 BE AWARDED to Fanshawe College of Applied Arts and Technology for a total funding amount of \$334,141.84 (excluding applicable taxes), for the pilot project contract term of seven (7) months: it being noted that the proposal submitted by the successful proponent meets the City's requirements and is in compliance with the City's Procurement of Goods and Services Policy;

b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London entering into a SkillsAdvance Ontario (SAO) Service Provider Contract with Fanshawe College of Applied Arts and Technology and having a Purchasing Order (PO) relating to the subject matter of this approval;

c) the proposed by-law, as appended to the staff report dated August 12, 2020, BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020, to:

i) authorize and approve the revised template SkillsAdvance Ontario (SAO) Service Provider Contract, as appended to the above-noted by-law, between The Corporation of the City of London and a Service Provider;

ii) delegate to the Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, or their written delegate, the power to insert the details of the Contract, including the name of the Service Provider and dates into the above-noted Contract and execute the above-noted Contract; and,

iii) delegate to the Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, the power to approve and execute any further Amendments to the above-noted Contract if the Amendments are consistent with the requirements in the Contract, and do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London; and,

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project. (2020-S12)

Motion Passed

2.3 Strategic Plan Progress Variance

Moved by: P. Squire

Seconded by: M. van Holst

That, on the recommendation of the City Manager, the Managing Director of Neighbourhood, Children and Fire Services, and the Acting Managing Director, Housing, Social Services and Dearness Home, the staff report dated August 12, 2020, with respect to the Strategic Plan Progress Variance BE RECEIVED. (2020-C08)

Motion Passed

2.4 Capital Repair and Improvement Program - Approval of Loan Agreement

Moved by: P. Squire

Seconded by: M. van Holst

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated August 12, 2020, BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020, to:

a) approve the Capital Repair and Improvement Loan Agreement, as appended to the above-noted by-law, and satisfactory to the City Solicitor, between The Corporation of the City of London and eligible housing providers; and,

b) authorize the Acting Managing Director, Housing, Social Services and Dearness Home or designate, to execute the above-noted Capital Repair and Improvement Loan Agreement. (2020-F11A)

Motion Passed

2.1 Single Source Procurement - Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations

Moved by: M. van Holst
Seconded by: P. Squire

That consideration of the single source procurement of a vehicle exhaust capture system in City of London fire stations BE REFERRED to the next meeting of the Community and Protective Services Committee, to be held September 9, 2020, in order for staff to investigate additional options. (2020-V08)

Yeas: (4): S. Lewis, M. van Holst, M. Salih, and P. Squire
Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: P. Squire
Seconded by: M. van Holst

That the Deferred Matters List for the Community and Protective Services Committee, as at July 31, 2020, BE RECEIVED.

Yeas: (4): S. Lewis, M. van Holst, M. Salih, and P. Squire
Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

6. Confidential

Moved by: P. Squire
Seconded by: M. van Holst

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1. Personal Matters / Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2020 Queen Elizabeth Scholarships.

6.2. Solicitor-Client Privilege / Litigation / Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality with respect to the construction contract and construction of the East Lions Community Centre.

Motion Passed

The Community and Protective Services Committee convened, In Closed Session, from 4:27 PM to 4:41 PM.

7. Adjournment

The meeting adjourned at 4:43 PM.

Corporate Services Committee

Report

13th Meeting of the Corporate Services Committee
August 10, 2020

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

ABSENT: J. Helmer

ALSO PRESENT: J. Taylor, B. Westlake-Power

Remote Attendance: Councillors S. Lewis, E. Pelozza and S. Hillier; L. Livingstone, A.L. Barbon, G. Barrett, M. Goldrup, A. Hagan, B. O'Hagan, D. Popadic, R. Sanders, C. Saunders, K. Scherr, M. Schulthess, B. Warner, J. Wills

The meeting is called to order at 12:04 PM, with Councillor A. Kayabaga in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors J. Morgan and A. Hopkins

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That Consent items 2.1 to 2.4 BE APPROVED.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

2.1 Lorne Avenue Public School Redevelopment Summary

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

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated August 10, 2020 entitled "Lorne Avenue Public School Redevelopment Summary" BE RECEIVED.

Motion Passed

2.2 Strategic Plan Progress Variance

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

That, on the recommendation of the City Manager and the Managing Director of Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated August 10, 2020 on the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

2.3 Declare Surplus and Transfer - Part of Purser Street

Moved by: A. Hopkins

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the following actions be taken with respect to the closed portion of road publicly described as Purser Street, located north of Benjamin Drive, more specifically shown as Part 6 and Part 7, Reference Plan 33R-17289, containing an area of approximately 5,685 square feet (528.2 square metres) together with the reserve being Block 60 on Plan 33M-443:

- a) the above-noted subject property BE DECLARED surplus; and
- b) the subject property BE TRANSFERRED to Drewlo Holdings Inc.

Motion Passed

2.4 Consent for Name Registration - Middlesex London Paramedic Service

Moved by: A. Hopkins

Seconded by: J. Morgan

That, on the recommendation of the City Clerk, the Mayor and the City Clerk BE AUTHORIZED to execute the consent for registration of "Middlesex London Paramedic Service" under the *Business Names Act, R.S.O. 1990, c. B17*, as appended to the staff report dated August 10, 2020.

Motion Passed

3. Scheduled Items

3.1 Not to be heard before 12:05 PM - Public Participation Meeting - Council Procedure By-law

Moved by: A. Hopkins

Seconded by: E. Holder

That, on the recommendation of the City Clerk, the following actions be taken with respect to Council Procedure By-law:

- a) the proposed by-law appended to the staff report dated August 10, 2020 as Appendix "A" being "A by-law to amend By-law A-50, as amended, being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to facilitate Members of Council electronic participation in meetings and to amend the Terms of Reference from the Strategic Priorities and Policy Committee to include "anti-racism, diversity, inclusion and anti-oppression" in the Committee's mandate, BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020; and
- b) subject to the approval of a) above, the proposed by-law appended to the staff report dated August 10, 2020 as Appendix "B" being a by-law to enact a Council Policy entitled "Electronic Participation of Council Members at Council and Standing Committee meetings" BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020;

it being noted that no individuals spoke at the Public Participation Meeting held with respect to this matter.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

Additional votes:

Moved by: A. Hopkins
Seconded by: M. van Holst

Motion to Open the Public Participation Meeting.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

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

Motion to Close the Public Participation Meeting.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

4. Items for Direction

4.1 Representation on the Municipal Service Board for the Provision of Land Ambulance Services

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

That the following actions be taken with respect to the Middlesex-London Service Board for the Provision of Land Ambulance:

a) the County of Middlesex BE REQUESTED to provide for a voting representative of the City of London Council, on the Municipal Service Board for the Provision of Land Ambulance Services, Middlesex-London; and,

b) the City of London Council indicate at its meeting to be held on August 25, 2020, a candidate for the above-noted representative;

it being noted that the Corporate Services Committee received a communication dated July 17, 2020 from C. Burghardt-Jesson, Warden, Middlesex County with respect to the request from the City of London for parity on the MLPS Authority Board.

Yeas: (4): A. Kayabaga, M. van Holst, J. Morgan, and E. Holder
Nays: (1): A. Hopkins
Absent: (1): J. Helmer

Motion Passed (4 to 1)

4.2 Application - Issuance of Proclamation - Terry Fox Run London

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

That based on the application dated July 7, 2020, from Terry Fox Run London, the week of September 13 - 20, 2020 BE PROCLAIMED as Terry Fox Week.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

4.3 Application - Issuance of Proclamation - World Patient Safety Day

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

That based on the application dated July 28, 2020, from Patients for Patient Safety Canada, the day of September 17, 2020 BE PROCLAIMED as World Patient Safety Day.

Yeas: (3): A. Kayabaga, J. Morgan, and A. Hopkins
Nays: (2): M. van Holst, and E. Holder
Absent: (1): J. Helmer

Motion Passed (3 to 2)

4.4 Application - Issuance of Proclamation - Mitochondrial Disease Awareness Week

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

That based on the application dated July 30, 2020, from MitoCanada, the week of September 13 - 19, 2020 BE PROCLAIMED as Mitochondrial Disease Awareness Week.

Yeas: (3): A. Kayabaga, J. Morgan, and A. Hopkins
Nays: (2): M. van Holst, and E. Holder
Absent: (1): J. Helmer

Motion Passed (3 to 2)

5. Deferred Matters/Additional Business

5.1 Corporate Services Committee Deferred Matters List

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

That the Corporate Services Committee Deferred Matters List, as of July 31, 2020 BE RECEIVED.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

6. Confidential (Enclosed for Members only.)

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City.

Yeas: (5): A. Kayabaga, M. van Holst, J. Morgan, A. Hopkins, and E. Holder
Absent: (1): J. Helmer

Motion Passed (5 to 0)

The Corporate Services Committee convenes, In Closed Session, from 1:27 PM to 2:12 PM.

7. Adjournment

The meeting adjourned at 2:14 PM.

Strategic Priorities and Policy Committee Report

15th Meeting of the Strategic Priorities and Policy Committee
August 11, 2020

PRESENT: Councillors M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga

ABSENT: Mayor E. Holder (Chair), J. Helmer, S. Hillier

ALSO PRESENT: M. Schulthess, J. Taylor, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Anderson, A.L. Barbon, G. Barrett, B. Card, K. Dickins, M. Fabro, C. Finn, M. Goldrup, G. Kotsifas, D. Popadic, K. Scherr, E. Skalski, C. Smith, S. Stafford, J. Stanford, B. Warner, R. Wilcox

The meeting is called to order at 4:03 PM, by Acting Mayor J. Morgan; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, M. Cassidy, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Lewis

Seconded by: E. Pelozza

That consent items 2.1 and 2.3 BE APPROVED.

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

Absent: (3): Mayor E. Holder, J. Helmer, and S. Hillier

Motion Passed (12 to 0)

2.1 Municipal Accommodation Tax - Required Annual Report

Moved by: S. Lewis

Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Parks and Recreation, Tourism's London annual report on the expenditure of Municipal Accommodation Tax revenues BE RECEIVED for information.

Motion Passed

2.3 Strategic Plan Progress Variance

Moved by: S. Lewis

Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Development and Compliance Services, the staff report on the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

2.2 Climate Emergency Action Plan Update

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated August 11, 2020 with respect to the City's Climate Emergency Action Plan BE RECEIVED for information.

Yeas: (12): M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, and A. Kayabaga
Absent: (3): Mayor E. Holder, J. Helmer, and S. Hillier

Motion Passed (12 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Request for Third Term Appointment to the Greater London International Airport Authority Board of Directors

Moved by: P. Van Meerbergen
Seconded by: A. Hopkins

That Bill Graham BE APPOINTED for a third and final term to the Greater London International Airport Authority Board of Directors for the term ending July 31, 2023; it being noted that the Strategic Priorities and Policy Committee received a communication dated July 10, 2020 from Michelle T. Faysal, Chair, Board of Directors, Greater London International Airport Authority with respect to this matter.

Yeas: (10): M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, and E. Pelosa
Nays: (2): S. Turner, and A. Kayabaga
Absent: (3): Mayor E. Holder, J. Helmer, and S. Hillier

Motion Passed (10 to 2)

4.2 London Community Grants Program Allocations

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

That the following actions be taken with respect to the London Community Grants Program, related Council Policy and funding allocation:

- a) for the Multi-Year Funding Allocation for the period 2024-2027, the Civic Administration BE DIRECTED to provide for a minimum of 25% (\$500,000) of the total funding available to be allocated to applications whose proposals would support anti-Black racism, anti-Indigenous racism, anti-oppression, diversity, inclusion and equity; it being noted that if no

applications are received that would support these initiatives, the funding may be allocated to those applications that meet the “London Community Grants Program Policy”;

b) the Civic Administration BE DIRECTED to bring forward any necessary amendments to the “London Community Grants Policy” to implement a) above and to provide for applications that support the initiatives listed in a) above, to be eligible under the annual Innovation and Capital Funding Stream allocations; it being noted that such applications would be subject the community panel review process as provided for in the Policy; and,

c) the Civic Administration BE DIRECTED to remove any barriers that racialized and marginalized groups may face applying to the London Community Grants Program.

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

Nays: (1): S. Turner

Absent: (3): Mayor E. Holder, J. Helmer, and S. Hillier

Motion Passed (11 to 1)

5. Deferred Matters/Additional Business

5.1 (ADDED) Confirmation of Appointment to the Middlesex-London Food Policy Council

Moved by: P. Squire

Seconded by: S. Lewis

That Councillor M. van Holst BE APPOINTED to the Middlesex-London Food Policy Council for the term ending November 15, 2022.

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

Absent: (3): Mayor E. Holder, J. Helmer, and S. Hillier

Motion Passed (12 to 0)

6. Adjournment

The meeting adjourned at 5:18 PM.

Bill No. 233
2020

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 25th day of
August, 2020.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Local Planning Appeal Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

Bill No. 234
2020

By-law No. A-50-20_____

A by-law to amend By-law A-50, as amended, being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to facilitate Members of Council electronic participation in meetings and to amend the mandate of the Strategic Priorities and Policy Committee to include “anti-racism, diversity, inclusion and anti-oppression” in the Committee’s mandate.

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 the Municipal Council enacted the Council Procedure By-law (By-law No. A-50) on May 31, 2016 to provide for the rules of order and procedure for the Council of The Corporation of the City of London;

AND WHEREAS on July 21, 2020 the Province of Ontario enacted Bill 197 “An Act to amend various statutes in response to COVID-19 and to enact, amend and repeal various statutes, including amendments to the Municipal Act, 2001 to permit meetings to be held electronically on an ongoing basis outside an emergency declared pursuant to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, Chapter E.9;

AND WHEREAS the Council of The Corporation of the City of London considers the protection of the health and safety of the public to be a paramount concern;

AND WHEREAS The Corporation of the City of London considers it desirable to be able to provide for the electronic participation of Council Members at Council and Standing Committee meetings when it is deemed necessary to do so;

AND WHEREAS the Council of The Corporation of the City of London deems it desirable to make anti-racism a strategic priority;

AND WHEREAS The Corporation of the City of London considers it desirable to demonstrate the Corporation’s commitment to end racism by amending the mandate of the Strategic Priorities and Policy Committee to include “anti-racism, diversity, inclusion and anti-oppression” as a new bullet point under Strategic Initiatives;

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

1. Section 5.0 MEETINGS is hereby amended by adding the following new subsection:

5.12 Meetings – Electronic Participation

A Council or standing committee meeting may include electronic participation of members in accordance with Council Policy “Electronic Participation of Council Members at Council and Standing Committee meetings”.

2. Section 15.0 COUNCIL – IN CLOSED SESSION, is hereby amended by adding the following new subsection:

15.12 Meeting In Closed Session – Electronic Meeting Participation

Any part of a meeting held in closed session shall allow for electronic meeting participation by members in accordance with Council Policy “Electronic Participation of Council Members at Council and Standing Committee meetings”.

3. Part 4 – STANDING COMMITTEES, is hereby amended by adding the following new subsection, to Section 26 – MEETINGS:

26.5 Meetings – Electronic Meeting Participation

All provisions of Sections 5.11 and 15.12 shall apply to Standing Committee Meetings.

4. Schedule “E” – Mandate – Strategic Priorities and Policy Committee, is hereby amended by adding the following matters under “Economic Strategies, Initiatives and Emerging Issues:

- ❖ Anti-racism
- ❖ Diversity
- ❖ Inclusion
- ❖ Anti-oppression

5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

Bill No. 235
2020

By-law No. A.-_____ - _____

A by-law to authorize a Memorandum of Understanding between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the construction of the Dingman Drive bridge; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the construction of the Dingman Drive bridge (the "MoU");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the MoU on behalf of the City;

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

1. The Memorandum of Understanding attached as Schedule "A" to this By-law, being a Memorandum of Understanding between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario represented by the Minister of Transportation (MTO) for the construction of the Dingman Drive bridge is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the MoU authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – August 25, 2020
Second reading – August 25, 2020
Third reading – August 25, 2020

SCHEDULE A MEMORANDUM OF UNDERSTANDING

June 23, 2020

Mr. Doug MacRae, P.Eng.
Director, Roads & Transportation
City of London
300 Dufferin Avenue, PO Box 5035
London ON
N6A 4L9

Dear Mr. MacRae:

RE: Memorandum of Understanding for the Design and Construction of provisions to accommodate future widening of Highway 401/Dingman Drive Underpass Structure, Westminster Township.

This signed Memorandum of Understanding (this "Memorandum") will constitute binding agreement between **Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario** (the "Ministry") and **The City of London** (the "City") on the following:

1. The underpass structure which carries Dingman Drive over Highway 401, is under the jurisdiction and control of the Ministry (the "Dingman Drive Underpass").
2. The Ministry is currently conducting a detail design and environmental assessment for the replacement of the existing Dingman Drive Underpass structure. The existing structure has two 3.20-m lanes and 1.68-m shoulders. The new structure will provide two 3.75-m lanes with 3.0-m shoulders.
3. The City's planning for the future includes the need to widen the bridge in the future to an ultimate cross-section of four lanes (two lanes in each direction) with multi-use paths on each side of the bridge. The time horizon for the widening of the bridge is not known at this time and it is anticipated to be beyond the 20-year long-range planning horizon. The City has requested the Ministry to design and construct a wider foundation at the median pier ("Requested Works") to be included in the Ministry's new Dingman Drive Underpass structure replacement project. The purpose of the wider foundation is to take advantage of the upcoming structure replacement and accommodate future widening of the bridge to the ultimate cross-section. The City has agreed to pay the costs of the Requested Works to the Ministry pursuant to the terms of this Memorandum.
4. The detail design will be carried out by the Ministry's selected consulting firm and Ministry staff assigned to the project.
5. Where applicable, the Ministry agrees to undertake the following on behalf of the City, at the City's expense and cost:
 - A. Detail design and environmental assessment of Requested Works;
 - B. The construction and contract administration of the Requested Works;
 - C. Utility relocation due to the addition of the Requested Works (if any);
 - D. Property acquisition due to the Requested Works (if any);

6. The City agrees to compensate the Ministry for the following:
 - A. All of the detail design, environmental assessment, construction, and contract administration actual costs directly relating to the Requested Works; and
 - B. All of the utility relocation and property acquisition actual costs directly relating to the Requested Works. Cost-sharing for utility relocations shall be according to Ministry cost-sharing provisions.
7. For clarity, the cost of the Requested Works is estimated in the amount of \$300,000 plus HST based on parametric estimating and does not include utility relocation and property acquisition costs. The Ministry agrees to provide a detailed estimate within three months. The City acknowledges and agrees that the said sum is an estimate only and that payment shall be made by the City to the Ministry for all costs incurred by the Ministry associated with the Requested Works.
8. The final decision of the structure type, span arrangements, girder depth etc. will be the sole discretion of the Ministry.
9. The Ministry agrees to provide the City with a copy of the final engineering design and environmental assessment report.
10. The City warrants that it has taken all necessary steps, done all acts, passed any necessary by-laws and obtained all approvals within its power legally required to give it the authority to enter into this Memorandum.
11. This Memorandum of Understanding is conditional upon the parties entering into a cost-sharing agreement which will be provided to the City upon the completion of the detail design and environmental assessment phase.
12. This Memorandum of Understanding may be amended upon the mutual written agreement of the parties.
13. The address of the City under this Memorandum for service, unless otherwise advised, is:

City of London
300 Dufferin Avenue, PO Box 5035
London ON N6A 4L9

Attention: Mr. Doug MacRae, P.Eng.
Director, Roads & Transportation
City of London
Telephone: (519) 661-2489 ext.4936

14. The address of the Ministry under this Memorandum for service, unless otherwise advised, is:

Ministry of Transportation
West Region
659 Exeter Road
London, ON, N6E 1L3

Attention: Neil Zohorsky, P. Eng.
Regional Director
West Region
Telephone: (519) 873-4335
Fax: (519) 873-4600

If the above meets with the City's approval, please have four (4) copies of this Memorandum of Understanding signed and dated and send three original copies to this office as soon as possible. Additionally, due to COVID-19 restrictions, please email an electronically signed PDF to Neil.Zohorsky@ontario.ca with a copy to Christine.Costa@ontario.ca and Natalia.Bartos@ontario.ca. This signed Memorandum of Understanding will constitute a binding agreement by both parties with respect to the contents of this Memorandum.

Yours truly,

Neil Zohorsky
Digitally signed by Neil Zohorsky
DN: cn=Neil Zohorsky, o=Ministry of
Transportation, ou=West Region,
email=neil.zohorsky@ontario.ca, c=CA
Date: 2020.06.23 21:23:42 -04'00'

Neil Zohorsky, P. Eng. Regional
Director
West Region

Signed and Sealed this _____ day of _____, 20____

THE CORPORATION OF THE CITY OF LONDON c.s.

Authorized Signature

Date

I/We have authority to bind the City

Bill No. 236
2020

By-law No. A.- _____ - _____

A by-law to authorise and approve the template Contract to be used in all SkillsAdvance Ontario (SAO) Service Provider agreements for the purposes of delivering the SAO project.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The template SkillsAdvance Ontario (SAO) Service Provider Contract (“Contract”), substantially in the form attached as Schedule 1 to this by-law, between the Corporation of the City of London and a Service Provider, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home, the Acting Managing Director, Housing, Social Services and Dearness Home, or their written delegate, are severally delegated the power to:
 - (a) insert the details of the Contract, including the name of the Service Provider, and dates, into the Contract approved in Section 1 above; and
 - (b) execute the Contract approved in Section 1 and modified by subsection 2(a), above.
3. The Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, are severally delegated the power to approve and execute any further Amendments to the Contract if the Amendments are consistent with the requirements in the Contract approved in Section 1, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.
4. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – August 25, 2020
Second reading – August 25, 2020
Third reading – August 25, 2020

SCHEDULE 1

**TEMPLATE CONTRACT
FOR
SKILLSADVANCE ONTARIO SERVICE PROVIDER**

THIS AGREEMENT with effect as of the (INSERT CONTRACT START DATE),

BETWEEN:

(hereinafter referred to as the "Service Provider")

AND

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

WHEREAS the City is the delivery agent for the geographic area of the City of London under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, (Appendix A);

AND WHEREAS sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

AND WHEREAS section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

AND WHEREAS the City is interested in securing an organization that will administer services dealing with employment assistance for SKILLSADVANCE Ontario (SAO) Participants:

- (a) Employment Support Services – Employer and Client;
- (b) Curriculum Development Services; and
- (c) Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills");

known collectively as the "SKILLSADVANCE Ontario (SAO) Employment Assistance Services" and, for these purposes, issued the request for proposal numbered 20-46 ("Request for Proposal");

AND WHEREAS in response to the City's Request for Proposal, the Service Provider submitted the proposal dated July 14th, 2020, to provide the services listed in **Appendix "A"** of this Agreement;

AND WHEREAS the Service Provider is a duly incorporated company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

1.0 DEFINITIONS:

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **“Advisory Committee”** means City of London selected members that will help inform the overall project outcomes, help to identify the regional manufacturing sectors to focus on and participate in the curriculum development and Service Provider relationships
- (b) **“City Representative”** means the person delegated the authority to represent the City.
- (c) **“Employment Assistance Services”** means the administration and provision of one or more of the following components:
 - (i) **Employment Support Services – Employer and Client**
 - Sector-Focused Recruitment (Including Orientation and Service Planning) including Participant-focused supports prior, during and post training
 - Sector-Focused Employment Services (Including Job Matching and Development) including employer relationship activities and employer-focused supports (on-site supports prior, during and post training)
 - Sector-Focused Retention and Advancement Services and Ongoing Case Management
 - (ii) **Curriculum Development Services;** and
 - (iii) **Curriculum Delivery of Sector-Focused Essential (“Soft Skills”) and Technical Training (“Hard Skills”)**
- (d) **“Employment Support Services Provider”** means the Service Provider who will provide Employment Support Services to both the Employer and Participant.
- (e) **“Participant(s)” or Client(s)** means a person in receipt of financial and/or employment support delivered by the City.
- (f) **Curriculum Delivery Provider** means the Service Provider that will coordinate, facilitate and ensure the delivery of the essential (soft/ work-hardening skills) and technical training for three (3) initial cohorts with the expectation of on-going delivery of four cohorts annually.
- (g) **“Curriculum Development Services Provider”** means the Service Provider who will develop the curriculum framework and required curriculum modules.
- (h) **“SAO Employer”** means a corporation that hires a Participant to perform specific duties and job function.
- (i) **“Service Provider”** means the Service Provider who will provide the specific Components of the SAO Program: Employment Support Service – Employer and Client, Curriculum Development Services and Curriculum Delivery Services.
- (j) **“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario).
- (k) **“Product”** means any good, service, or idea that can be offered to a market to satisfy a want or need
- (l) **“Funds”** means the money the City provides to the Service Provider pursuant to the Agreement.
- (m) **“Project”** means the undertaking described in **Appendix “A”** and **“C”**.
- (n) **“Budget”** means the budget attached to the Agreement as **Appendix “B”** and will follow terms detailed in **Appendix “D”**.

2.0 TERM:

2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 this Agreement shall commence on the **26th day of August 2020**, and shall expire, without the necessity of notice, on the **31st day of March, 2021**, (the "Term of the Agreement").

2.2 Termination

- a. The City reserves the right, at its absolute sole discretion, to terminate this contract with thirty (30) days written notice, without cause and without penalty.
- b. The City reserves the right, at its absolute sole discretion, to cancel the awarded contract with seven (7) days written notice, with cause and without penalty.

3.0 OBLIGATIONS OF THE CITY:

3.1 Payment for Employment Assistance Services

Subject to section 3.2, the City shall pay the Service Provider for the provision of services under this Agreement as set out in **Appendix "B"**. The City shall pay a total funding amount not exceeding **(Insert Total Funding Amount)** before HST for services in three (3) lump sum payments. However, in the event that the City disputes service provision outcomes, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

- 3.2 The City, in its sole discretion, may withhold payment, and may also require the Service Provider to repay to the City some or all of the funding for the Employment Assistance Services based upon the City's assessment of the current year's final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Appendix "D"**.

3.3 Roles and Responsibilities

The City of London as Project Manager will:

- a. Lead Service Providers (such as Service Providers, training providers, SAO employers and community stakeholders and Advisory Committee members) to carry out Project components deliverables;
- b. Establish an Advisory Committee consisting of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;
- c. Ensure Service Providers and Advisory Committee:
 - Advise on sector requirements, including identifying job vacancies to be filled;
 - Develop relevant sector-focused employment services and skills training curriculum;
 - Maintain the ongoing relevance of the workforce development activities; and
 - Deliver sector-focused employment services and skills training;
- d. Develop and manage clear and transparent business arrangements and practices with delivery Service Providers, including developing:
 - i. Clear performance expectations for Service Providers;
 - ii. Consistent and transparent methods for distributing operating Funds and financial supports to Service Providers;
 - iii. Practices for the sharing of Participant data between Service Providers and the City and the Ministry. Participant data sharing practices must comply with applicable privacy legislation;

- iv. Policies regarding service delivery and coordination, such as referral, intake and assessment processes and procedures;
 - v. Processes to collect and report data from all Service Providers in order to accurately complete reporting requirements as required;
 - vi. Written policies on the reimbursement payment process to all Service Providers:
- e. Participate actively in the reporting, monitoring and evaluation of the Project;
 - f. Ensure that objectives, milestones and outcomes are being met;
 - g. Keep a record of progress and accomplishments to-date and maintain accurate financial records;
 - h. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;
 - i. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and
 - j. Input and actively manage information in EOIS-CaMS as required under its Agreement.

4.0 OBLIGATIONS OF THE SERVICE PROVIDER:

4.1 Subject to section 4.2, the Service Provider shall provide Employment Assistance Services in accordance with this Agreement, and the Outcomes as set out in **Appendix “C”** (“Outcomes”).

4.2 The requirements of the Employment Services as set out in the Agreement may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

4.3 Return of Funds to City

If the Service Provider uses the Funds for purposes other than the provision of Employment Assistance Services as required under this Agreement, the City may demand the payment of Funds equal to those already used by the Service Provider.

4.4 Obligations of the Service Provider

The Service Provider shall:

1. (a) provide the services listed in **Appendix “A”**, ensure Participants meet the Eligibility and Suitability requirements of **Appendix “F”** and fulfil the requirements:
 - (i) **Employment Support Services – Employer and Client**
 - Sector-Focused Recruitment (Including Orientation and Service Planning) including Participant-focused supports prior, during and post training
 - Sector-Focused Employment Services (Including Job Matching and Development) including employer relationship activities and employer-focused supports (on-site supports prior, during and post training)
 - Sector-Focused Retention and Advancement Services and Ongoing Case Management
 - (ii) **Curriculum Development Services;** and
 - (iii) **Curriculum Delivery of Sector-Focused Essential (“Soft Skills”) and Technical Training (“Hard Skills”)**

- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the program under this Agreement;
- (d) provide the services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Employment Assistance Services and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Labour, Training and Skills Development, or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a bi-monthly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Appendix "D"**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Employment Assistance Services it provides under this Agreement, and acknowledge the City's and Ministry of Labour, Training and Skills Development involvement in the Employment Assistance Services;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, and its regulations, and all applicable municipal by-laws.

4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- (a) Co-operate and work with City staff to evaluate the Service Providers approved project component(s);
- (b) Maintain any and all licenses, permits and approvals required to deliver the project component(s) in accordance with the requirements of this AGREEMENT and outlined in the Service Providers submission;
- (c) Maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training and all other areas identified through this AGREEMENT that relate to individual employee and as relevant to the project component submission(s);
- (d) Not request payment of any charge or fee from Participants who are participating in the approved program;
- (e) Submit reports on Participant participation and outcomes in a form or format as specified by the City of London;
- (f) Assign a program lead representative of the Service Provider(s) to liaise with City staff;

- (g) Comply with all instructions of the City relating to the City's compliance requirements and obligations under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA");
- The Service Provider acknowledges that the Province (SAO Funder) is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("FIPPA") and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act. The Service Provider acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA
- (h) Acknowledge that the Service Provider have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability;
- (i) Treat personal information in accordance with applicable privacy legislation, and the Service Provider's own privacy policy;
- (j) Maintain appropriate administrative, physical, and technical safeguards for the protection, security and confidentiality of personal information;
- (k) Immediately notify City staff of any accident, incident, violation or contravention of the *Occupational Health and Safety Act*, R.S.O. 1990, *Employment Standards Act*, 2000, S.O. 2000, *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 and *Freedom of Information and Protection of Privacy Act*, R.S.O., 1990 c. F.31;
- (l) Submit regular reports to City staff, including financial and progress reports. These reports will be used to assess the program's effectiveness and ensure service agreement compliance and ongoing accountability. Service Providers will not request payment of any charge or fee from SAO Participants;
- (m) Submit Participant screening and outcome reports throughout their participation (and in some cases post participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider(s);
- (n) Attend City of London meetings as requested and will be actively involved with community coordinating activities; and
- (o) Ensure that Participants requiring French language services are referred to a designated Service Provider for the appropriate support in employment search, training and other vocational training and support activities.

4.6 Performance Measures

The City's Purchase of Service Supports agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for each component: Employment Support Services – Employer and Client, Curriculum Development Services; and Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills") are outlined in the document in **Appendix "C"**.

Periodic, quarterly and annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- Achievement of the program outcomes
- Participant satisfaction and demand
- Budgetary considerations
- SAO program changes
- Fundamental changes to the local labour market or SAO Employer need and
- Administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- The ongoing ability to make adjustments to programs when needed
- The focus of contracting remains the provision of quality services to achieve outcomes
- Purchase of Service Supports respond to changes in Participants needs and labour market demands, and
- Purchase of Service Supports enhances Participants' ability to obtain and maintain meaningful employment.

4.7 Facilities and Facility Leases

a. Facilities

The Service Provider will:

- i. Have the ability to deliver the Project in a facility that is readily accessible to all persons, including persons with disabilities; and
- ii. Where services are not fully accessible to persons with a physical disability, have a plan to accommodate these persons by serving them in an accessible location and/or through partnership with another organization.

b. Facility Leases

If relocation or revision of facility arrangements is required, the Service Provider will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

4.8 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Employment Assistance Services provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

4.9 Inspection / Review

One or both The City and the Ministry of Labour, Training and Skills Development, or persons authorized by the City or Ministry, are entitled, at all reasonable times, to inspect or otherwise review the Employment Assistance Services performed under this Agreement and the premises where they are being performed, including satellite locations.

4.10 Compliance Audit

The Service Provider shall allow the City and the Ministry of Labour, Training and Skills Development, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the information contained on the Service Provider's computerized case management system. At the City's request, the Service Provider shall provide the City with information from the computerized case management tool in an electronic format and/or a printed format.

4.11 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Appendix "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

4.12 Notwithstanding paragraph 4.11 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.13 Personal Information

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Appendix “E”** attached hereto and forming part of this Agreement.

- Approved Forms – Collection of Personal Information

When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.14 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Employment Assistance Services provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.15 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.16 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Employment Assistance Services forming the subject of the Agreement.

4.17 Conflict of Interest

The Service Provider shall ensure that the Employment Assistance Services are carried out without a conflict of interest by any person associated with the Employment Assistance Services in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

4.18 Acquisition and Disposal of Goods.

If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and

- (b) comply with The Broader Public Sector Accountability Act, 2010 (**BPSAA**), including any procurement directive issued thereunder, to the extent applicable.

If the Service Provider acquires goods, services, or both with the Funds, it will:

- (c) do so through a process that promotes the best value for money; and
- (d) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

Disposal. The Service Provider will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in **Appendix "B"** at the time of purchase.

4.19 **Ownership of Products and Licencing.**

The City will own the Products.

- (a) **Service Provider's Grant of Licence.** The Service Provider grants the City and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products for any purpose except commercial gain. Without limitation, the City may update, revise, copy, translate or distribute the Products to its Stakeholders.
- (b) **Representation and Warranty.** The Service Provider represents and warrants that the grant of licences pursuant to section 4.18 will not infringe or induce the infringement of any third party intellectual property rights.
- (c) **Acceptance of Terms of Licence.** If at any time, the Service Provider is granted a licence for other Products pursuant to an agreement with the Province and another organization to carry out a project with the Province, or a successor Government of Ontario program, the Service Provider acknowledges and agrees:
 - I. that the licence for the other Products is solely applicable for the purpose of the Service Provider carrying out the Project or a subsequent project with the City, or a successor Government of Ontario program;
 - II. the license expires on the day that the Service Provider does not hold a valid agreement with the City to carry out a project with the City, or a successor Government of Ontario program; and
 - III. to immediately cease using, modifying, reproducing or distributing the other Products upon the expiry of the licence.

5.0 **REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:**

5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
- (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
- (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
- (e) the Service Provider's facilities are suitable for providing Employment Assistance Services under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Employment Assistance Services.

6.0 COMPLIANCE WITH LAWS:

- 6.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

7.0 INDEMNITY AND INSURANCE:

7.1 Indemnification

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of Funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act (Canada)* or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

7.2 Insurance

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

7.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

7.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Employment Assistance Service and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

7.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered.

8.0 **DEFAULT AND TERMINATION:**

8.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

- (b) The Service Provider's operations, or its organizational structure, changes such that it no longer meets one or more of the SkillsAdvance Ontario eligibility requirements of the program under which the City provides the Funds;
- (c) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (d) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

8.2 Consequences of Events of Default and Corrective Action.

If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- a. initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Service Provider with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the City determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Service Assistance Provider;
- g. demand the repayment of an amount equal to any Funds the Service Assistance Provider used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the City provided to the Service Provider; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the City upon giving Notice to the Service Provider.

9.0 **NOTICE:**

9.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

9.2 Notice to the City shall be addressed to:

The City Clerk

The Corporation of the City of London

300 Dufferin Avenue, Box 5035

London, ON N6A 4L9

9.3 Notice to the Service Provider shall be addressed to:

[Redacted]

9.4 All notices so sent shall be deemed to have been received by the Service Provider on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

9.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

10.0 GENERAL:

10.1 Appendixes Forming Part of Agreement

(a) The parties understand and agree that the following Appendixes "A", "B", "C", "D", "E", and "F", are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:

- (i) Appendix "A" – List of Employment Assistance Services to be Provided;
- (ii) Appendix "B" – Employment Assistance Services Pricing and Payment Details;
- (iii) Appendix "C" – Outcomes Schedule
- (iv) Appendix "D" – Accounting and Reporting Requirements;
- (v) Appendix "E" – Municipal Freedom of Information and Protection of Privacy Act Provisions;
- (vi) Appendix "F" – Employer and Participant Eligibility and Suitability

(b) Where there are any conflicts between provisions in the published City of London RFP 20-46 (RFP), the Proponent's Submission to that RFP and the body of this Agreement and the provisions in the Appendixes attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the RFP, or the Proponent's Submission to the RFP, or the Appendixes imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in **Appendix "A"** and a provision in **Appendix "C"**, the provision in **Appendix "A"** shall govern, except where the provision in **Appendix "C"** imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the RFP, the Proponent's Submission to that RFP, body of the Agreement and a provision in an Appendix or a provision in one of the above or Appendix and a provision in another Appendix are inconsistent or incompatible and cannot be reconciled.

10.2 Further Acts

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

10.3 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

10.4 Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

10.5 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

10.6 Amendments

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

10.7 Assignment

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

10.8 Enurement

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

10.9 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.10 Joint and Several Obligations

The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.

10.11 Execution

The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

10.12 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

10.13 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

10.14 Survival

The provisions relating to liability, indemnity, **Appendix "D"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

[insert NAME OF SERVICE PROVIDER]

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.

APPENDIX “A”

List of SkillsAdvance Ontario Employment Services to be Provided As Detailed in City of London RFP 20-46.

Service Provider Deliverables

Component A: Employment Support Services – Employer and Client

The Service Provider will be responsible for the delivery and coordination of employer and client services including SAO project recruitment, assessment, orientation, pre-employment services, facilitation, job preparedness services and ongoing coaching and supports to SAO Participants and employers. In addition the Service Provider will also provide direct on-site problem solving supports and training opportunities to the SAO employers. The detailed description of deliverables are listed below:

Staffing

The supports in Employment Supports Services are intensive and will require significant staffing dedicated to the project. The Service Provider will provide at least three (3) dedicated fulltime staff solely for the purposes of delivering services for Component A: Employment Support Services – Employer and Client specifically.

i. Sector-Focused Recruitment (Including Orientation and Service Planning)

Recruitment Activities

- a. Lead the recruitment of potential eligible and suitable individuals for participation in SAO opportunities as detailed in **Appendix “F”** and in collaboration with the City, the Advisory Committee and stakeholders;
- b. Create and utilize a City approved case management profile;
- c. Work together with the City, other Service Providers and SAO project employers to screen Individuals based on:
 1. Eligibility criteria developed for SAO Project
 2. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;
 3. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and
 4. Potential fit with workplace culture as determined by the City and as advised by the Advisory Committee and SAO employers;

Orientation Activities

- a. Conduct interview(s) to assess Individual's motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);
- b. Ensure Individuals are made aware of SAO and sector-specific requirements at the employer's job site, if possible, such as:
 1. The requirement to participate in service components based on their needs, including information on time commitments and sector's employment requirements; and
 2. Requirements and conditions of advancement opportunities in the sector, if already employed.
- c. Assess essential skills and job readiness, based on SAO employer input and training requirements, and support evaluation of learning outcomes (pre- and post-training and intervention);
- d. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up on SAO activities and obtain their consent; and
- e. Advise Individuals well in advance of additional screening activities used for employment in certain sectors.

Service Planning Activities

- a. The Service Plan is developed jointly with the Participant and identifies goals related to SAO participation, all Project components and subcomponents the Participant will take part in, any participation supports or referral services the Participant may require to achieve his or her goals. The Service Plan is updated regularly, as the Participant moves through different project components and subcomponents to achieve employment and career or advancement goals;
- b. If the Participant is a social assistance Participant, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;
- c. If the Participant is a social assistance Participant, but does not provide consent to contact the social assistance case manager or administrator, advise the Participant that access to Participant financial supports and job placement stipend under SAO will not be made available;
- d. The Participant's case is managed throughout the Participant's involvement in employment and training services; and
- e. Post-employment follow-up is conducted.

Participant-Focused Supports (Case Management and Access to SAO)

For the Individual who is eligible:

- a. Ensure a case management profile is created and completed in a City of London approved format for the Individual who wishes to proceed with the determination of suitability.
- b. For the Individual who is eligible but not suitable for SAO: Ensure that the Individual is referred to or provided with information on employment and training programs and services.
- c. For the Individual who is eligible and suitable and wishes to proceed with SAO: Ensure a service plan is created for Participants indicating registration in SAO. Participation in SAO is separate and distinct from other programs and interventions.

Employability, Essential Skills and Job Readiness Assessment Requirements

The Service Provider will develop or revise an Employability, Essential Skills and Job Readiness Assessment tool to be approved by the City of London and used to screen Participants. The Service Provider will identify which assessment tool(s) will be used as part of their Proposal submission. The assessment tool will ensure the following:

- a. The assessment tool determines Participant's strengths and areas for improvement;
- b. The assessment tool measures Participants' progress and their skill level pre- and post-training;
- c. The same assessment tool is used for both the pre- and post- training assessments; and
- d. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the City of London in an approved format.

ii. Sector-Focused Employment Services Requirements (Including Job Matching and Development)

The objective of this subcomponent is to provide Participants and employers with employment services including job search assistance, job matching and development, job shadowing, eight (8) week SAO employment with intensive supports, job coaching, screening support, onboarding and workforce retention support.

Participants

Under this subcomponent, the Service Provider will ensure Participants will be provided with:

- a. Job search assistance services, job coaching and support during the job search process;
- b. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;

- c. Job shadowing opportunities that will provide Participants with an understanding of how skills are applied in the workplace by observing existing employees at the workplace perform their jobs. This subcomponent will:
 - 1. Help Participants validate their work interests and skills and identify required workplace accommodation and training needs; and
 - 2. Be of a short-duration, as determined by the Participants and the SAO employer.
- d. Employment opportunities that will support Participants in bridging into sustainable employment through:
 - 1. Paid full-time employment
 - 2. Paid shorter-term experiential learning opportunities for Participants to practice and demonstrate skills learned in a workplace, replicating the work tasks associated with the job, as well as the opportunity to gauge whether the job is a good fit with their employment interests and goals;
 - 3. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
 - 4. Mentorship activities (for example, working with employers to identify and support mentors in the workplace, offering mentorship workshops and other activities as determined by the Advisory Committee).
- e. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
 - 1. Transferable employability skills required to support their long- term resilience in the labour market; and
 - 2. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
 - 3. Communication skills such as how to communicate professionally in the workplace, or how to effectively self-manage stress in the workplace;
 - 4. Work hardening or opportunities to acclimatize to sector specific hours or work and physical requirements.
 - 5. Sector-focused job attainment skills that are identified by Advisory Committee;
 - 6. Career readiness or soft skills, such as preparing a résumé and cover letter, completing a job application, and succeeding in a job interview

The Service Provider will work with the Participant and the SAO employer on establishing an employment agreement that details a plan and necessary supports required to achieve employment goals. The agreement will include specifics of intensive supports provided during the initial 8 weeks of employment as well as the ongoing supports provided after the eight (8) week period. Consistent with other Employment programs, exceptions may apply for Participants with disabilities.

The Service Provider will ensure wages paid to the Participants during SAO employment meet all requirements under the *Employment Standards Act, 2000*. The Service Provider will keep records to ensure this requirement is met and provide report to the City Program Manager as requested.

In consultation with the City, Participants may attempt employment with more than one employer, depending on the vacancies identified by the Service Providers and Advisory Committee.

The Service Provider will conduct at least one site visit prior to any SAO Employment opportunities with each SAO employer to confirm the suitability and safety of the workplace. The Service Provider will keep records of site visits and outcomes and provide them to the City program manager upon request.

Should a Participant accept an offer of employment with a non SAO project employer prior to completion of the eight (8) weeks of intensive SAO employment supports, the Participant is not required to participate in the following:

- a. Job coaching that prepares Participants for SAO employment opportunities before or after the SAO employment opportunity is completed and coaching in the form of regular monitoring of progress and ongoing support.

The Service Provider will ensure that employment goals stated in the SAO Employment agreements are met by both the Participant and the SAO employer and offer the following services as required:

- Guidance and direction on the employer's expectations and workplace standards;
- One-on-one, on-site training and support, including orientation to workplace health and safety as required;
- Identifying, preventing and resolving issues as they arise during employment;
- Working with the Participant and the employer to identify and make use of internal and external training as well as career development opportunities that align with the Participant's employment and career goals; and
- Building the Participant's work capacity and support on-the-job activities through monitoring activities such as site visits.

Screening Activities

Once the Participant has been matched with job shadowing or job placement opportunities, the Service Provider will coordinate the following screening activities where the employer advises it is necessary and the Participant has provided written consent to same:

- a. Testing for manual dexterity or strength;
- b. Drug screening; and
- c. Criminal background checks:

1. The employer reviews the criminal background/police records check to determine if it raises any relevant concerns about employment in the sector. If the record may present a barrier in the hiring process, but arguably does not raise any relevant concerns, the Service Provider may advocate on behalf of the Participant (for example, demonstrating how they meet employers' identified needs);
2. If the record raises relevant concerns about employment in the sector, the Participant may not move forward with that particular job shadow, job trial, or job placement;
3. If the barrier is only with a particular employer, the Participant could potentially be matched to another employer in the sector;
4. If the barrier would apply across the identified employment sector, additional service planning by the Service Provider and the Participant will be required to identify more appropriate employment goals.

Employer Relationship Activities

Under this subcomponent, the Service Provider will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

- a. Screening services that support SAO employers in determining their workforce needs, screening and identifying Participants who are suitable matches based on their relevant skills, education and interests for any identified vacancies or advancement opportunities;
- b. Coaching services where the Service Provider acts as a liaison between the Participant and the employer, working with both sides to identify and resolve issues, as well as provides employers with assistance in evaluating and monitoring the Participant's job performance and progress; and
- c. Onboarding and workforce retention support, such as recruitment support, onboarding new hires, and developing retention strategies that will help employers keep talented workers within their businesses.
- d. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;
- e. Reduce turnover and associated recruitment and training costs;
- f. Demonstrate commitment to workforce development, including advancement of Participant; and
- g. Form effective and dependable workforce development partnerships with Service Providers.
- h. Conduct outreach activities with SAO employers to:
 1. Build trust across sector or industry employers and understanding of their alignment of interest; and

2. Raise awareness of potential benefits of SAO and how it aligns with employers' business interests;
3. Conduct outreach with other community Service Providers to build awareness of SAO and to identify potential opportunities to develop connections that link Individuals to employment and training opportunities under SAO.
 - i. Develop and validate occupational and skills needs amongst SAO employers, which includes:
 1. Mapping and inventorying in-demand occupations, required competencies and credentials and technical and essential skills requirements; and
 2. Identifying specific and projected vacancies or advancement opportunities across SAO employers;
 - j. help the City identify knowledge, experience and other resources, such as cash or in-kind contributions by SAO employers that can be leveraged to achieve shared goals and outcomes;

iii. Sector-Focused Retention and Advancement Services Activities

The objective of this subcomponent is to provide post SAO employment services to both Participants and employers for one (1) year following the start of employment. The Service Provider will ensure that Participants are provided with sector-focused post-employment services that support Participants in retaining skills, succeeding, and advancing in employment in the identified sector. Post-employment services include ongoing individual case management, mitigation of risks to post-placement success and referrals to wraparound supports as required.

The Service Provider will:

- a. Develop a follow-up plan with Participants upon conclusion of their eight (8) week intensive supports in the SAO employment, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;
- b. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and
- c. Sector-focused re-employment assistance, for example,
 1. If a Participant is unable to retain employment with the employer, work with the Participant to identify more appropriate employment opportunities and address any barriers to retention; and
 2. If a Participant is no longer interested in remaining in the sector, provide assistance to identify more appropriate employment opportunities outside of the sector, or refer the Participant to other Employment Services.

Participant Documentation Requirements:

The Service Provider will ensure that records for Participants include:

- a. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection and the consent to the City and Province's indirect collection of personal information;
- b. A statement on file that:
 1. The Participant's photo identification has been reviewed; or
 2. Two (2) pieces of government-issued identification have been reviewed (for example, social insurance number card, birth certificate), if the Participant does not have photo identification available; and
 3. Proof of eligibility to work in Ontario has been reviewed (for example, permanent resident card, social insurance card);
 4. Assessments, service referrals and evidence of progress;
 5. A clear and achievable service plan for employment and or training;
 - I. Rationale to support SAO participation, including suitability and employability information;
 - II. Clear explanations of how service is expected to improve employability;
 - III. Details of financial supports, such as:
 - Reason for the supports;
 - Amount of supports;
 - Confirmation of income level; and
 - Authorized signature for supports.

Employer Document Requirements

The Service Provider will ensure that its records relating to an employer contain:

- a. Proof of employer's eligibility;
- b. Documentation of at least one (1) site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
- c. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- d. A completed SkillsAdvance Ontario Employer Registration form;

- e. Employer profile information, including size, sector and the Participant's occupational profile;
- f. Information that describes the capacity of the employer and the workplace to provide relevant training;
- g. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
- h. An assessment of the employer's ability to fulfill placement commitments and to continue to provide employment to the Participant after the training period is completed which may include:
 - 1. Evidence of employer's request for workplace or initial placement supports;
 - 2. Information on job placement duration(s); and
 - 3. Evidence of Service Provider approval and payment of supports based on the job placement.

Organizational Capacity

Service Provider will:

- meet and continue to meet quality and customer service standards;
- have strong employer partnerships and relationships;
- have experience and expertise to provide services to target groups identified in the AGREEMENT;
- have established processes for ensuring staff skills and labour market knowledge remain current;
- have the ability to assist with and improve the effectiveness of job searches and provide current job search supports to Participants;
- have the capacity to provide intensive supports to SAO Participants especially in the initial eight (8) weeks of SAO employment;
- have the capacity to assist with job retention and ongoing supports and monitoring for one (1) year thereafter for SAO Participants;
- where appropriate, organizations must provide confirmation that all the necessary licenses, permits and approvals are in place for them to carry out their mandate, and to deliver the program legally;
- they employ sufficient number of program staff that are qualified to deliver required services;
- they have the administrative capacity/systems to manage the reporting and monitoring requirements associated with the programs, and;

- they provide the full range of Employment readiness, intensive supports and Retention in addition to job developer functions related to maintaining valued Employer relations.

Component B: Curriculum Development Services

The Service Provider will be responsible for the development (or revision) of food manufacturing and general manufacturing sector-specific curriculum. The Service Provider will tailor sector specific curriculum framework to address both hard and soft skills components to match the needs of participating employers in the region(s).

The Service Provider will have familiarity with the SAO objectives, have established key working relationships in the region(s), and will develop the curriculum in the initial phase which can be readily adapted and revised for the second and third phases (expansion across the Oxford and Elgin regions) in Year Two (2) and Year Three (3).

Curriculum Development Activities

Develop food services and general manufacturing curriculum framework and delivery approaches that reflect knowledge of the sector’s workforce development requirements through:

- a. Customizing an employment focused training curriculum framework and delivery approaches to meet the needs of SAO employers through direct consultation to ensure their training needs for the purposes of customization with the Service Provider(s) and to ensure developed training and delivery approaches continue to meet SAO employers’ needs on an ongoing basis;
- b. Refocusing Curriculum Delivery services to meet employability skill requirements (for example, sector-focused soft skills needs);
- c. Developing new training curriculum or revising existing curriculum to meet essential (“soft”) and technical (“hard”) skills needs; and
- d. Endorsing sector-focused employment and training services and curriculum by SAO employers and Advisory Committee;

Curriculum Development and/ or Revision Requirements

Where the Service Provider will develop or update a training curriculum, or deliver training by itself, the Service Provider will keep the following documentation:

1. Name and description of the curriculum;
2. Date curriculum will be delivered to the Service Provider;
3. Credential to be obtained (for example, a certificate);
4. Proof of SAO employer endorsement; and
5. Reports on Project and Participant progress

Curriculum Development Requirements:

If an existing curriculum requires revisions or if a new curriculum is to be developed, at a minimum, the curriculum development agreement(s) will include:

1. Name and contact information of the curriculum developer;
2. Name and description of the curriculum;
3. Date curriculum will be delivered to the Service Provider;
4. Credential to be obtained (for example, a certificate);
5. Proof of SAO employer endorsement; and
6. A requirement for the curriculum developer to supply the Service Provider with any reports on Project and Participant progress required by the Service Provider to meet its reporting, monitoring and evaluation requirements in the Agreement.

Component C: Curriculum Delivery Services

The Service Provider will coordinate, facilitate, adapt and ensure the delivery of the essential (soft/work) and technical training for four (4) cohorts annually. The Service Provider will need to be flexible in their delivery of the curriculum to meet the needs of individual learning styles of each cohort. It is expected the curriculum will require revisions, adaptations and changes between cohorts as the curriculum is adjusted based on employer, Participant and SAO Advisory Committee feedback. The Service Provider will be expected to work closely with SAO Employers and the Service Delivery agent to ensure successful training outcomes for each cohort are achieved.

The Service Provider will ensure Participants are provided with:

- a. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified by the Advisory Committee, Employers and the City;
- b. Training that provides experiential learning, integrates adult learning principles and adapt learning environment to best prepare Individuals for manufacturing setting'
- c. Any required workplace safety training (including certification) required;
- d. Training opportunities that are short in duration (no longer than six (6) months to accelerate entry to employment and generation of income);
- e. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the Service Providers and Advisory Committee to support resilience in employment.

Sector-Focused Pre-Employment Services (“Soft Skills Training”) Requirements

The Service Provider will ensure that Participants are provided with the following skills using curriculum developed or updated based on sector employers’ needs as identified by the Advisory Committee:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:**
 - a. Transferable employability skills required to support their long- term resilience in the labour market; and
 - b. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
 - c. Communication skills such as how to communicate professionally in the workplace, or how to effectively self-manage stress in the workplace;
 - d. Work hardening or opportunities to acclimatize to sector specific hours or work and physical requirements.
 - e. Sector-focused job attainment skills that are identified by Advisory Committee;
 - f. Career readiness or soft skills, such as preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;

- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:**
 - a. Career counselling and career planning; (Individualized supports will be provided by the Employment Supports Services Provider);
 - b. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours;
 - c. Sessions on worker rights, including employee duties and employer obligations under the Employment Standards Act, 2000, S.O. 2000, c. 41 and the Occupational Health and Safety Act, 1990 c. O.1.

Training Delivery Documentation Requirements

Where the Service Provider will work with Service Providers to develop or update the curriculum or deliver training, the Service Provider will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

At a minimum training delivery agreement(s) will include:

1. Name and contact information of the training provider;
2. Name and description of the training;

3. Duration;
4. Credential to be obtained (for example, a certificate);
5. Number of Participants to be trained;
6. Cost per Participant;
7. Training provider refund policies;
8. Requirement that the training provider give the Service Provider any reports on Project and Participant progress required for the Service Provider to meet its reporting requirements to the Province; and
9. Proof of training delivery in Ontario.

Organizational Capacity

Service Provider will:

- meet and continue to meet, industry standards
- have strong employer partnerships and relationships
- have the expertise to offer the skill training program to Participants
- have experience and expertise to provide services to target groups identified in the submission
- have established processes for ensuring staff skills and labour market knowledge remain current
 - have the ability to assist with and improve the effectiveness of job searches and provide current job search supports to Participants during the training and workshops
 - where appropriate, have provided confirmation that all the necessary licenses, permits and approvals are in place for them to carry out their mandate, and to deliver the program legally
 - employ sufficient number of program staff that are qualified to deliver required services, and
 - have the administrative capacity/systems to manage the reporting and monitoring requirements associated with the programs

APPENDIX “B”

Employment Assistance Services Pricing and Payment Details

Use of Funds and Project. The Service Provider will:

- a. not exceed the total funding amount of **(INSERT TOTAL FUNDING AMOUNT)** before HST.
- b. carry out the Project in accordance with the terms and conditions of the Agreement;
- c. use the Funds only for the purpose of carrying out the Project;
- d. spend the Funds only in accordance with the City approved SAO Service Provider Budget; and
- e. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

Lump Sum Payment Schedule - (payments based on a percentage of the Total Cost listed above minus a 5% holdback payable upon successful completion of all Employment Services requirements)

1. Sept 15th, 2020 (50%)
2. January 15th, 2021 (35%)
3. April 15th, 2021 (10%)

APPENDIX “C”

Outcomes Schedule

Component A: Employment Support Services – Employer and Client

Deliverables:

The Employment Support Services – Employer and Client Support will to facilitate and provide 60 or more participants per annum with:

- a. A range of essential and technical skills opportunities that address the diverse needs of Participants and regional workforce;
- b. Program options or service path that acknowledges previous experience with employment agencies, recent labour market attachment or familiarity with job search tools, local labour market and job search strategies;
- c. High quality, responsive and innovative services and supports aimed at increasing employability;
- d. Essential employment services that are not currently provided nor funded by
- e. other ministries or departments;
- f. Participant-centred approaches to assessments and referrals;
- g. Opportunities, supports and services to obtain sustainable employment;
- h. Post program and job retention supports to maintain their employment to attain high job retention rate for Participants exiting the SAO program.

Outcomes:

The expected outcomes of Employment Support Services include the following:

- a. Employer centric support to ensure positive and successful SAO experience;
- b. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at program exit;
- c. At least 75% of Employers view SAO Participants as a valued resource to meet workforce demands and continue to engage with SAO project;
- d. 85% Employers find value in SAO business supports related to HR and training;
- e. 100% Employers are uniquely engaged including training development, coaching of staff – supervisors, HR personnel, work-site coaches;
- f. 85% of Participant engagement, program completion and satisfaction;
- g. Increased employability of Participant;
- h. 85% of Participants successfully transition to:

- i. Sustainable employment in manufacturing sectors including opportunities for advancement within the sector;
- ii. Additional training that leads to advancement in the sector
- iii. Education / Literacy supports where required;
- iv. Other employment programs, social supports or community programs.

Milestones- Key performance indicators

ACTIVITIES	ACTIVITY START DATES
Deliver sector-focused recruitment activities (including orientation and service planning). 15 Participants per cohort	Cohort 1: September 1, 2020
	Cohort 2: October 1, 2020
	Cohort 3: December 1, 2020
Support Clients in attending workshops and training components. The Employment Staff are present to support Participants and problem solve with whatever issues may arise.	Cohort 1: October 5, 2020
	Cohort 2: November 16, 2020
	Cohort 3: January 4, 2021
Deliver job matching and eight (8) week intensive activities. Fifteen (15) Participants each cohort.	Cohort 1: November 9, 2020
	Cohort 2: December 15, 2020
	Cohort 3: February 2, 2021

2020 to MARCH 2021 INTAKE

Participant (Jobseekers) Intake Target	43
Participant (Jobseekers) Placement Target	37
Participant (Jobseekers) Retention Target	31
Participant (Incumbent Workers) Intake Target	2
Participant (Incumbent Workers) Placement Target	2
Participant (Incumbent Workers) Retention Target	2

Component B: Curriculum Development Services

Deliverables:

The City's SAO curriculum will provide Participants with a unique approach to preparing individuals for the workplace. An approach grounded in sector-specific technical skills and knowledge while balanced with essential/ soft skills to successfully retain employment. It will:

- a. Provide specific training requested by employers;
- b. Help people gradually acclimatize to shift work and manufacturing environments;
- c. Provide learning opportunities from work-life challenges;
- d. Provide opportunities to shift behavior / attitudes;
- e. Provide a safe environment in which to fail and then learn from mistakes;

Outcomes:

- a. The curriculum has a local approach, utilizing local community expertise to address specific issues or concerns within a local context and responding to industry specific employer needs;
- b. Sector-specific training co-designed with employers and evidence that curriculum changes reflect feedback from employers, Participants, Advisory Committee and the City;
- c. Customized curriculum which contains both hard skills (specific to industry- 40%) and Essential / soft skills (skills required by employer to be successful on the job- 60%);
- d. Curriculum that evolves based on learnings from cohorts 1 and 2;
- e. Curriculum that is easily adaptable to other manufacturing sectors and regions and utilized by all cohorts and additional Phases of the SAO project;

Milestones- Key performance indicators

ACTIVITIES	COMPLETION DATE
Develop or revise sector-focused curriculum	Cohort 1: September 18, 2020
	Cohort 2: November 6, 2020
	Cohort 3: December 18, 2020
Revise Curriculum to a general manufacturing focus	Cohort 2: November 20, 2020

Component C: Curriculum Delivery of Sector-Focused Essential (“Soft Skills”) and Technical Training (“Hard Skills”):

Deliverables:

The goal of Essential and Technical Training is directly linked to sector-specific employment. Delivery methodology should utilize adult learning techniques to ensure successful engagement and completion of all learning components. The training should prepare Participants to improve their employability skills through sector-specific training combined with soft skills training as identified in consultation with the SAO employers.

Outcomes:

- Flexible training that utilizes adult learning principles to achieve project goals
- The program takes a local approach utilizing local community expertise to address specific issues or concerns within a local labour market context and responds to industry specific employer needs;
- Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- With the intensive supports, 85% of Participants are expected to complete the in class training and begin employment.

Milestones- Key performance indicators

ACTIVITIES	ACTIVITY START DATES
<p>Deliver sector-focused pre- employment services (“soft skills training”) 15 Participants each cohort.</p>	<p>Cohort 1: October 5, 2020</p> <p>Cohort 2: November 16, 2020</p> <p>Cohort 3: January 4, 2021</p>
<p>Deliver sector-focused essential and technical skills training (“hard skills training”) 15 Participants each cohort.</p>	<p>Cohort 1: October 5, 2020</p> <p>Cohort 2: November 16, 2020</p> <p>Cohort 3: January 4, 2021</p>

APPENDIX "D"

Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Employment Assistance Services, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Funds for the Employment Assistance Services in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the Funds for Employment Assistance Services, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Employment Assistance Services and to inspect any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the Funds for Employment Assistance Services.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City an annual report (or such lesser time period as the City in its sole discretion determines) on its use of the Funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter which shall include the number of individuals assisted.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

APPENDIX “E”

Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Appendix:

- (a) “City Records” means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
 - (i) provided by the City to the Service Provider in relation to this Agreement;
 - (ii) collected from clients by the Service Provider in relation to this Agreement; or
 - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
- (b) “Service Provider Information” means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
- (c) “General Records” means recorded information that is not Personal Information as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, s.2(1).
- (d) “Personal Information” (as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) the individual’s name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA),

Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Health Information Protection Act (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.

2. Designate an experienced official who will be responsible for ensuring the Service Provider's compliance with its privacy policy and the privacy protection provisions of the Agreement
 - (a) Make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement;
 - (b) Implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to deliver the Project;
3. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.

For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

4. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
 - (d) on behalf of the City, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the City for this Project and retain the signed forms as mandated by the City for this Project for duration of the contract and make it available to the City, upon request;
5. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.
6. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
 - (a) with the consent of the individual; or

- (b) for law enforcement purposes and in accordance with this Agreement and the *Municipal Freedom of Information and Protection of Privacy Act*,
7. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
- (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
 - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
 - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
 - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
 - (e) to another law enforcement agency in Canada;
 - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
 - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
 - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
8. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
9. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, the City may disclose:
- (a) any part of or all Service Provider Information; or
 - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
- (a) it will provide the City without delay, detailed information in the event of a personal privacy or confidential breach or security incident at all times and adhere to all directions provided to the Service Provided by the City, regulations and provincial laws;
 - (b) the security and integrity of all personal information and records in its possession are complied with;
 - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.

APPENDIX “F”

EMPLOYER AND PARTICIPANT ELIGIBILITY AND SUITABILITY

EMPLOYER

The Service Provider will ensure that employers meet the eligibility and suitability requirements set out below:

a. Employer Eligibility:

The Service Provider will ensure that employers:

- i. Have identified job vacancies or advancement opportunities in Ontario consistent with the workforce development needs to be addressed by the partnership;
- ii. Are registered and licensed to operate in Ontario;
- iii. Comply with all applicable legislation, including federal and provincial human rights legislation, regulations, and any other relevant standards, as well as the *Occupational Health and Safety Act, R.S.O. 1990, Employment Standards Act, 2000, S.O. 2000*, and *Freedom of Information and Protection of Privacy Act, R.S.O., 1990*;
- iv. Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage, as well as adequate third party general liability insurance as advised by its insurance broker;
- v. Provide job placements in Ontario;
- vi. Place the Participant on their payroll and provide the same employment terms, conditions, and benefits as for their regular employees during job placements;
- vii. Disclose any other government sources of funding associated with employing the Participants;
- viii. Do not hire Participants to displace existing staff or replace staff who are on lay-off;
- ix. Do not receive government Funds from any other source for the same training and job placement services provided to the Participant; and
- x. Are not EO employment and training services providers.

b. Employer Suitability:

The Service Provider will ensure that employers:

- i. Demonstrate identified vacancies or advancement opportunities that have the potential to be permanent with long-term sustainability;
- ii. Offer support for training completion through:
 - 1. Flexible work arrangements and experiential development opportunities, such as job shadows or job placements;
 - 2. Providing adequate supervision and on-the-job training;
 - 3. Collaboration with Service Providers and Advisory Committee during the term of the Agreement in identifying specific essential, technical, and employability skills requirements associated with vacancies and advancement opportunities; and
 - 4. Providing advice on changes required to sector-focused employment services, training curriculum or occupational training.

PARTICIPANT

The suitability assessment will take place before a person is invited to participate in the SAO program. A pre-assessment can form part of this suitability assessment. The Curriculum Design Services and the Employment Support Services would need to work collaboratively to administer this assessment.

A pre-assessment to training can be included; its purpose should be clearly outlined. A pre-assessment can be included as a form of evaluation and a means of gauging progression.

a. Participant Eligibility

The Service Provider will ensure that Participants meet the eligibility requirements set out below:

- i. Individuals who are unemployed, precariously employed, or employed with low household income (for the purpose of this Project, Individuals who are working less than an average of 20 hours per week are considered to be unemployed and low household income is based on Low Income Cut-Off); Individuals who are on a SAO employer’s payroll but are facing barriers to job retention or advancement as identified by the Service Providers and Advisory Committee;

- ii. Individuals who are not participating in full-time training, education, or any other government training intervention that offers funding support for similar training or training-related costs (Note: Participants may access SAO financial supports in combination with supports from other government programs, provided they do not overlap or duplicate one another);
- iii. Residents of Ontario and legally entitled to work in Canada (i.e. citizens, permanent residents, or protected persons) and consistent with direction on other EO programs, Individuals who are not permanent residents or citizens (for example, 900-series Social Insurance Number holders) are not eligible, unless they meet the exceptions indicated in the [Province's advisory on eligibility](#).
- iv. 18 years of age or older; and
- v. Individuals who are not employed in senior management or executive positions, or have controlling interest in the business.

b. Participant Suitability

The Service Provider will ensure that suitable Participants demonstrate the following factors:

- i. Having interest in pursuing a career in the identified sector; or for Individuals who are Incumbent Workers, having interest in advancement and demonstrate potential for success in SAO;
- ii. Poor employment history, for example, long-term unemployment, insufficient working hours (under-employment), or interruptions in work history;
- iii. Low household income, employment in a low-wage job, or dependence on non-employment income sources, such as social assistance or employment insurance benefits;
- iv. The ability to meet additional sector, workplace-specific requirements or occupational requirements as advised by the Service Providers and Advisory Committee, such as manual dexterity or strength; and
- v. The ability to meet additional partnership or community-specific criteria, for example, to support the employment and advancement of equity-seeking groups, as applicable.

Bill No. 237
2020

By-law No. A.-_____ - ____

A by-law to approve the Capital Repair and Improvement Loan Agreement between the City of London and eligible applicants; to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Capital Repair and Improvement Loan Agreement.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Capital Repair and Improvement Loan Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between The Corporation of the City of London and eligible housing providers, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate is delegated the authority to execute the Capital Repair & Improvement Loan Agreement approved in section 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – August 25, 2020
Second reading – August 25, 2020
Third reading – August 25, 2020

CAPITAL REPAIR & IMPROVEMENT

LOAN AGREEMENT

THIS AGREEMENT made effective as of the [DATE]

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

("Lender")

-and-

[NAME OF BORROWER]

("Borrower")

RECITALS:

WHEREAS the Borrower is an Eligible Housing Provider (as defined below);

AND WHEREAS the Borrower is the registered owner of the residential accommodation know municipally as Address (the "Housing Project")

AND WHEREAS the Lender has agreed to provide to the Borrower an interest-free loan, up to \$ (the "Loan") for the purposes of financing Borrower's Capital Works at the Housing Project as more particularly set out in Schedule "A" attached hereto (the "Work"), in accordance with the terms and conditions specified in this agreement;

NOW THEREFORE the Lender and the Borrower agree with each other as follows:

1. Definitions and Interpretation

1.1. In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- (a) "Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future laws, statutes, by-laws, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

- (b) “**Business Day**” means a day, excluding Saturday, Sunday and any other day which is a legal holiday or a day on which banking institutions are closed in the Province of Ontario;
- (c) “**Capital Works**” means the capital repairs and/or improvement to be carried out by or on behalf of Borrower to the Housing Project and as more particularly described in Schedule "A" of this Agreement;
- (d) “**Capital Reserve**” means a reserve fund which shall be determined by the Borrower annually in conjunction with the Lender, accumulated annually by the Borrower and, during the three years following the first allocation of funds on account of the Works or until the completion of the Works (whichever is sooner), maintained by the Lender in trust for the Borrower for the purpose of future repairs and replacements of the capital components of the Housing Project;
- (e) “**Contaminant**” includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, hazardous waste, hazardous material, hazardous substance, toxic substance or contaminant including any of the foregoing as defined in any Environmental Law;
- (f) “**Date of Commitment**” means the date of a Loan Agreement that has been signed by both parties;
- (g) “**Environmental Activity**” means any past, present or future 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;
- (h) “**Environmental Laws**” means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;
- (i) “**Eligible Housing Provider**” means a housing provider that:
 - i Owns and operates an Eligible Housing Project;
 - ii Is a non-profit corporation or a non-profit housing cooperative corporation; and
 - iii Meets such other criteria as the Service Manager may require.
- (j) “**Funding Conditions**” has the meaning ascribed thereto at Section 2.3, below;
- (k) “**GAAP**” means generally accepted accounting principles in effect from time to time in Canada applied in a consistent manner from period to period;
- (l) “**HSA**” means the *Housing Services Act, 2011*, as amended from time to time or under any successor legislation of similar import, and to the extent applicable, includes the former *Social Housing Reform Act, 2000*;
- (m) “**Minister**” means the *Minister of Municipal Affairs and Housing for Ontario*;
- (n) “**Obligations**” means all obligations of Borrower to Lender under or in connection with this Agreement and the Other Security, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by

Borrower to Lender in any currency or remaining unpaid by Borrower to Lender in any currency under or in connection with this Agreement or the Other Security, whether arising from dealings between Lender and Borrower or from any other dealings or proceedings by which Lender may be or become in any manner whatever a creditor of Borrower under or in connection with this Agreement, and wherever incurred, and whether incurred by Borrower alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses;

- (o) **“Operating Agreement”** means the agreement entered into between Borrower and Canada Mortgage and Housing Corporation in respect of the operation of the Housing Project, the administration of which Operating Agreement has been delegated to Lender, in its capacity as Service Manager (as defined in the HSA);
- (p) **“Permitted Encumbrances”** means any of the following encumbrances: (a) liens for taxes or assessments or other governmental charges not yet due and payable, (b) pledges or deposits of money securing statutory obligations under worker's compensation, employment insurance, health insurance, social security or public liability laws or similar legislation; (c) zoning restrictions, easements, licenses, or other restrictions on the use of any real property or other minor irregularities in title (including leasehold title) thereto, so long as the same are complied with and do not materially impair the use, value, or marketability of the Property; (d) presently existing or hereinafter created liens in favour of Lender; (e) any lien or encumbrance the validity of which is being contested by Borrower in good faith and in respect of which within 90 days of such lien or encumbrance having been asserted or registered, there shall have been deposited with Lender cash in an amount sufficient to satisfy the same, or Lender shall otherwise be satisfied that its interests are not prejudiced thereby; (f) liens, charges or encumbrances registered or to be registered or created against title to the Property and listed in Schedule "E" attached hereto; and (g) such further encumbrances as may be permitted with the prior written consent of Lender, which consent is not to be unreasonably withheld;
- (q) **“Person”** includes an individual, a partnership, joint venture, trust, company, corporation, association, organization, government or any department or agency thereof, and any other incorporated or unincorporated entity;
- (r) **“Project Costs”** means at any time the aggregate of all costs incurred or to be incurred by Borrower with respect to the Capital Works to the Housing Project, net of HST recovery;
- (s) **“Property”** means the real property on which the Housing Project is situated, as more particularly described in Schedule "B" of this Agreement;
- (t) **“Work”** means all construction and repair work and all technical, architectural, consulting, engineering, legal and administrative services and the materials that are supplied to carry out these services, which are necessary for or incidental to carrying out the Capital Works.

1.2. Unless otherwise provided, all dollar amounts are in Canadian currency and accounting terms are to be interpreted in accordance with GAAP.

2. Loan

2.1. *Establishment and Amount of Loan.* Lender hereby establishes in favour of Borrower a non-revolving zero-interest loan (the “Loan”) in the maximum principal amount of \$ [REDACTED] (the "Loan Limit"), by way of loan

advances (“Advance”). Each Advance by Lender to Borrower on account of the Loan will be provided to the Lender in accordance to Schedule “C”.

2.2. *Availability.* Borrower may borrow any amount up to the Loan Limit through established schedule as per Schedule “C”, or providing written notice to Lender, in each case thirty (30) days prior to the date of a requested Advance, which notice shall include the amount of any requested Advance, the required date of such Advance and revised Schedule “C”.

2.3. *Lender's Conditions.* Provided that Borrower is not in default under this Agreement, Borrower may borrow against the Loan in accordance with a draw schedule agreed to by Lender as per Schedule “C”, which reflects project milestones and anticipated cash flow needs respecting the Work. Each Advance is conditional upon Borrower providing satisfactory responses to any concerns raised by Lender upon its review of documents such as proposed project specifications, proposed tender documents and bid processes, proposed contract awards, and proposed certificates of payment. Borrower shall comply with the procedures and requirements respecting the Work as are set forth in Schedule "F". From time to time, Lender may require Borrower to provide documentary evidence to Lender's satisfaction to substantiate that the Work is being carried out in accordance with the project milestones. Notwithstanding anything else herein contained, the availability and quantum of Advances shall be subject to the following Funding Conditions:

- (a) During the three years following the first allocation of funds on account of the Works or until the completion of the Works (whichever is sooner), Project Costs shall be paid first from the Capital Reserve, and Capital Reserve shall not be reduced below the amount of \$[TBD], which shall be maintained for emergency and unexpected repairs.
- (b) Any capital repairs or other form of capital expenditure in addition to the Works shall be approved by the Lender for so long as any portion of the Loan remains outstanding, whether or not the cost thereof would be paid from Capital Reserve. The Borrower shall submit to the Lender a schedule of estimated capital expenditure requirements annually with its estimate of subsidy requirement.

2.4. *Repayment.* The Loan is repayable commencing three years following the first allocation of funds on account of the Works or the completion of the Works (whichever is sooner).

- (a) Borrower shall pay, in consecutive monthly installments an amount equal to the Monthly Payment as established in Schedule “D”. For the purposes of this Agreement, the “Monthly Payment” means the monthly payment of the Loan, amortized over a [number of year] period. Monthly Payments shall be payable monthly on the first day of each month;
- (b) All repayments of the loan shall be payable in lawful money of Canada at Lender's office address as set out herein, or such other address as Lender may from time to time designate in writing; and
- (c) Despite anything otherwise provided in this Agreement, if Lender ceases to be responsible as Service Manager under the HSA, for the administration and funding of the Housing Project, the balance outstanding of the Loan shall be immediately due and payable.

2.5. *Treatment of Loan on Financial Statements.* Borrower's treatment of the Loan on its financial statements may, subject to Applicable Laws, shall be in a form acceptable to Lender and in accordance with GAAP.

2.6. *Payment of Costs and Expenses.* Borrower shall pay to Lender on demand by Lender, all costs and expenses of Lender and its agents from time to time incurred in connection with the defense, establishment, protection or enforcement of any of the rights or remedies of Lender under this Agreement or any of the Security, including, without limitation, all of the fees and disbursements of counsel to Lender incurred in connection therewith, all of which form part of the Obligations.

3. Final Reconciliation

3.1. *Final Reconciliation.* Within ninety (90) days of the earlier of: (i) date of completion of the Work; and (ii) such date as Lender may determine, in its sole discretion (the "Final Reconciliation Date"), Borrower shall provide Lender with a detailed reconciliation statement (the "Final Reconciliation Statement") of all costs expended in respect of the Work up to and including the Final Reconciliation Date. For the purposes of this Section 3.5, "completion" shall mean completion as determined under subsection 2(3) of the *Construction Act* (Ontario). The Final Reconciliation Statement shall also include a reconciliation of HST recoverable by Borrower. Borrower shall return to Lender all funds advanced on account of the Loan, which, as of the Final Reconciliation Date, have not been used for the purposes of Capital Works, and any HST recoverable by Borrower, within thirty (30) days of Lender's written approval of the Final Reconciliation Statement. If Borrower is unable to submit the Final Reconciliation Statement by The Final Reconciliation Date, it shall submit a draft statement based on available information and submit the Final Reconciliation Statement as soon as possible thereafter.

4. Purpose of Loan

4.1. The purpose of The Loan is to finance the agreed upon Capital Works to the Housing Project, and Borrower agrees not to use any portion of the Loan for any other purpose.

5. Conditions Precedent

5.1. The availability of the Loan and all Advances hereunder are conditional upon:

- (a) The receipt by Lender of a duly executed copy of this Agreement;
- (b) The receipt by Lender of the Security, in such form as Lender may require, duly executed, delivered, and where applicable, registered to perfect and maintain the security created thereby and such certificates, authorizations, resolutions and legal opinions as Lender may reasonably require;
- (c) The receipt by Lender of such financial, corporate and other records or documents relating to Borrower as Lender may reasonably require;
- (d) There being no Event of Default by Borrower hereunder or Security;
- (e) All covenants, representations and warranties of Borrower hereunder or under the Security being complied with and being true in all material respects;
- (f) Borrower having good and marketable title to the Property, free of all mortgages, charges, liens and encumbrances other than Permitted Encumbrances;
- (g) The Permitted Encumbrances being in good standing;
- (h) There being no default by Borrower under the First Mortgage or any other security granted by Borrower to the holder of the First Mortgage (the "First Mortgagee");

- (i) The receipt of the consent of the Minister to the provisions of this Loan Agreement and the transactions contemplated hereunder, if required under the HSA; and
- (j) Borrower obtaining approval and authorization from Lender, or an authorized delegate of Lender, before incurring capital expenditures respecting the Work and prior to paying any invoices therefore.

6. Security Interest

As security for the repayment and performance of the Obligations, Borrower shall, on or before the first Advance, provide Lender with executed and registrable security documents in the forms attached hereto as Schedule "G" (the "Security"), completed in accordance with this Agreement.

6.1. Lender acknowledges and agrees that notwithstanding that the Security provides that the principal secured thereunder is payable on demand, Lender shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail.

6.2. Lender and Borrower agree that the Security shall rank immediately behind the First Mortgage. Lender agrees to postpone its Security in favour of the First Mortgage. The terms and provisions of the First Mortgage shall not be amended or renewed without the prior written consent of Lender, not to be unreasonably withheld.

6.4 All relevant Security, including this Agreement, may be registered against title to the Property.

6.5. Borrower acknowledges and agrees that Lender may make a claim or demand payment under the Security, in accordance with the provisions of this Agreement, notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other Applicable Laws with similar effect and, to the maximum extent permitted by Applicable Laws, any limitations periods set forth in the *Limitations Act 2002* (Ontario) or Applicable Laws are excluded. For greater certainty, Borrower acknowledges that this Agreement constitutes a "business agreement" as defined under Section 22 of the *Limitations Act 2002* (Ontario).

6.6. Concurrently with the provision of the Security, Borrower shall provide or cause to be provided to Lender:

- (a) Such corporate authorizations, resolutions and certificates as Lender may reasonably require in respect of this Agreement and the Security; and
- (b) Such opinions of Borrower's solicitors, in form and content satisfactory to Lender acting reasonably as to title, registrations, priority of Security and zoning matters, and as to the due authorization, execution, delivery and enforceability of this Agreement and the Security.

7. Representations and Warranties of Borrower

7.1. The Borrower represents and warrants to the Lender as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:

- (a) The Borrower is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.
- (b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Borrower and have been duly authorized by proper corporate proceedings.
- (c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Borrower in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Borrower or the title to the Housing Project.
- (d) No representation or warranty by the Borrower in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Lender pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.
- (e) The Borrower is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.
- (f) It has good and marketable title to all of its properties and assets, including the Property, free and clear of any mortgages, liens, claims, loans or encumbrances, other than: (i) those created hereunder; and (ii) the Permitted Encumbrances;
- (g) It is in compliance in all material respects with the First Mortgage and all other security granted by Borrower to the holder of the First Mortgage;
- (h) It is in compliance in all material respects with all of the Permitted Encumbrances;
- (i) It is in compliance in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;
- (j) It possesses all licenses, patents, trademarks, service marks and copyrights, free from material restrictions, that are necessary for the ownership, maintenance and operation of its assets and businesses and it is not in violation of any rights of third parties with respect to any of the foregoing;
- (k) No event has occurred 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 agreement given in connection herewith; and
- (l) It has filed all material tax returns required to be filed by it, paid or made provision for payment of all taxes and claims ranking in priority to Lender's security (including interest and penalties) which are due and payable, and provided adequate reserves for payment of any tax, the payment of which is being contested.

8. Covenants of Borrower

8.1. Borrower hereby covenants and agrees with Lender that it shall, during the currency of this Agreement, and while the Loan is outstanding, provide Lender with:

- (a) Annual audited financial statements for Borrower, within one hundred and fifty (150) days of each fiscal year end; and
- (b) Such other financial and operating statements and reports as and when Lender may reasonably require.

8.2. Borrower hereby covenants and agrees with Lender that it shall, during the currency of this Agreement, and while the Loan is outstanding:

- (a) Pay all sums of money due and owing by it and perform all of its obligations under this Agreement as and when the same become due;
- (b) Pay all sums of money due and owing by it and perform all of its obligations under the First Mortgage as and when the same become due;
- (c) The Borrower shall use its best efforts to seek out and engage individuals to sit on its board of directors from relevant professional backgrounds such as financial and technical fields and Lender's staff.
- (d) Promptly provide Lender with written notice 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, any Security or any other agreement given in connection herewith;
- (e) Not alter, supersede or cancel its articles of incorporation or letters patent without the prior written consent of Lender;
- (f) Not, without the prior written consent of Lender, and, where applicable under the HSA, the Minister, transfer, lease or otherwise dispose of or offer, list, advertise or hold out for transfer, lease or other disposal, the Housing Project or any part of it, including any chattels in it. Borrower may, without the consent of Lender or the Minister: (i) enter into an occupancy agreement or offer, list, advertise or hold out for occupancy an individual unit in the Housing Project for a term not exceeding one year; and (ii) in the ordinary course of operating the Housing Project, dispose of or offer, list, advertise or hold out for disposal, chattels in the Housing Project;
- (g) Save and except for the First Mortgage, not, without the prior written consent of Lender, and, where applicable under the HSA, the Minister, mortgage, replace an existing mortgage or otherwise encumber the Housing Project, or extend the term of or otherwise amend any existing or approved mortgage or other encumbrance of the Housing Project, unless it does so in compliance with such rules as may be prescribed under the HSA;
- (h) Maintain and preserve in full force and effect its corporate existence and all rights, licenses, leases, qualifications, privileges, franchises and other authority adequate for the conduct of its business;
- (i) 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;

- (j) Maintain, preserve and protect all of its property and assets in good order and working repair and condition (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all required and recommended repairs, renewals and replacements thereto;
- (k) File all material tax returns which are to be filed by it from time to time, pay or make provision for payment of all taxes and claims ranking in priority to Lender's Security (including interest and penalties), and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- (l) Maintain, preserve and protect all of its rights to enjoy and use patents, copyrights, trademarks, trade names, service marks, licenses, leases, and franchises;
- (m) Comply in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;
- (n) Comply in all material respects with all Permitted Encumbrances;
- (o) Not, without the prior written consent of Lender, amend, replace or renew the First Mortgage;
- (p) Not, without the prior written consent of Lender, 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;
- (q) Not, without the prior written consent of Lender, 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;
- (r) Not, without the prior written consent of Lender, merge, amalgamate or otherwise enter into any other form of business combination with any other Person;
- (s) Promptly provide Lender with written notice of any non-compliance by Borrower with any Environmental Laws or any Release of a Contaminant from the Property into the natural environment, and indemnify and save Lender harmless from and against any liability, loss or damage as a result of an Environmental Activity or any non-compliance with any Environmental Laws;
- (t) Permit Lender or its representatives, from time to time, to visit and inspect Borrower's premises, properties and assets and examine and obtain copies of Borrower's records or other information and discuss Borrower's affairs with the auditors, counsel and other professional advisors of Borrower;
- (u) Prepare and submit annually a capital plan as part of Borrower's reporting requirements, which plan shall be subject to the approval of Lender, acting reasonably;
- (v) Obtain approval and authorization from Lender, or an authorized delegate of Lender, before incurring capital expenditures respecting: (i) the Work; or (ii) any other capital repairs or capital projects undertaken by Borrower, whether or not to be paid for from Borrower's own funds, and prior to paying any invoices therefor;

- (w) Permit inspection of the Housing Project by Lender at Lender's discretion with reasonable notice being given to Borrower from Lender; and
- (x) Ensure that the Housing Project shall continue to, and shall at all times during the term of the Loan, participate in a social housing program in a manner acceptable to Lender.

8.3. The Borrower shall indemnify and hold harmless the Lender from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Work, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Lender. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this agreement.

8.4. The obligation to indemnify will require the Borrower to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

9. Insurance and Indemnity

9.1. Throughout the term of this Agreement, the Borrower shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the Lender as an additional insured with respect to the Borrower's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

9.2. The Borrower shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the Lender with a minimum of thirty days' notice in advance of cancellation of such insurance.

9.3. The Lender reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

9.4. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

10. Right of Prepayment

10.1. It is the intention of the parties that the Loan shall be closed until the Maturity Date. The Borrower may prepay the Loan in full or in part prior to the Maturity Date with Lender's prior written consent.

11. Events of Default

11.1. Upon the occurrence of any of the following events of default (individually an "Event of Default"):

- (a) Any representation or warranty made by the Borrower herein or in any instrument submitted pursuant hereto proves to be false in any material respect or the Housing Provider breaches one or more of the covenants and/or other term set out in this Agreement;
- (b) The Borrower becomes insolvent or bankrupt or subject to the provisions of the Winding-Up Act and Restructuring Act, R.S.C. 1985, c. W-11, as amended or the Bankruptcy and Insolvency Act, R.S.C. 1985, C. B-3, as amended, or goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent.
- (c) The Borrower abandons the Housing Project or ceases or threatens to cease to manage and operate the Housing Project as it is presently managed and operated, or threatens to commit any act of bankruptcy.
- (d) Any execution or any other process of any court becomes enforceable against the Housing Project or if a distress or analogous process is levied on the Housing Project, and the execution, sequestration, extent, distress or process, remains unsatisfied for a period as would permit the Housing Project or a part of it to be sold.
- (e) Steps are taken or proceedings are commenced by any person to dissolve, wind up or terminate the existence of the Housing Provider or to liquidate its assets.
- (f) Any trustee, receiver, receiver and manager or similar person is appointed with respect to the Housing Project.
- (g) The Housing Project is seized under execution or attachment.
- (h) The Lender, in good faith believes that the ability of the Borrower to pay any of its obligations to the Service Manager or to perform any of the covenants contained in the Agreement is impaired or in jeopardy.
- (i) Failure to provide data/reports as set out in this Agreement in accordance with the timelines and in the format as requested by the Lender.

The Lender shall be under no further obligation to make any Advances and Lender may give notice to Borrower (a) declaring Lender's obligation to make Advances to be terminated, in which case they shall terminate immediately, and/or (b) declaring the outstanding amount of the Obligations to be due and payable, in which case the Obligations shall be immediately due and payable without presentment, demand, protest or any further notice of any kind, all of which are expressly waived by Borrower.

No express or implied waiver by the Lender of any default hereunder will in any way be construed to be a waiver of any future or subsequent default. A waiver by the Lender of its right to exercise one remedy in respect of an Event of Default will not operate as a waiver by the Lender of its right to exercise another remedy in respect of that Event of Default. The Borrower hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify any of the Lender's rights or remedies, hereunder or under any documents made in connection herewith.

12. Force Majeure

12.1. Subject to Section 12.2 **Force Majeure** means any event that is beyond the reasonable control of a Party; and makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances. Force Majeure includes:

- (a) Infectious diseases, war, riots and civil disorder;

- (b) Storm, flood, earthquake and other severely adverse weather conditions;
- (c) Lawful act by a public authority; and
- (d) Strikes, lockouts or other labour actions

12.2. Force Majeure shall not include:

- (a) Any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) Any event that a diligent Party could reasonably have been expected to:
 - i. Take into account at the time of the execution of the Agreement; and
 - ii. Avoid or overcome in the carrying out of its obligations under the Agreement.

12.3. The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement. The Parties shall fulfil their obligations under this Agreement as soon as reasonably possible after a Force Majeure event has ended or been resolved.

13. Miscellaneous Provisions

13.1. *Survival of Representations and Warranties.* The representations and warranties contained herein or made pursuant to this Agreement and all other Security shall survive until the termination of this Agreement.

13.2. *Notices.* All notices, statements, demands, requests or other instruments which may be or are required to be given under this Agreement shall be in writing and shall be delivered in person or sent by facsimile or prepaid registered mail addressed to the applicable party as follows:

If to Lender:

The City of London Attention: Manager, Housing Services
355 Wellington St. Suite 248 2nd Floor
London, ON N6A 3N7

If to Borrower:

[Borrower's address]
Attn: President and/or Board Chair

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any

notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

13.3. *Review.* Lender may conduct periodic reviews of the affairs of Borrower, as and when determined by Lender, for the purpose of evaluating the financial condition of Borrower. Borrower shall make available to Lender such financial statement and other information and documentation as Lender may reasonably require and shall do all things reasonably necessary to facilitate such review.

13.4. *Audit.* Lender shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to this Agreement, including third party records pertinent thereto. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to Lender and/or any of its duly authorized representatives, appointees or delegates, to be inspected and/or audited, at all reasonable times both during the term of this Agreement and subsequent to expiration and termination. Borrower shall execute and deliver within ten (10) Business Days of receipt from Lender, any direction and/or authorization to a third party authorizing such third party to provide to Lender, and/or any of its duly authorized representatives, appointees or delegates, all information and records with respect to this Agreement that is requested by Lender. Borrower agrees that Lender shall be entitled to make copies of any or all of the said books and records as Lender reasonably requests or requires from time to time. Borrower shall fully co-operate with Lender and/or any of its duly authorized representatives, appointees or delegates in respect of any inspections, audits, reviews and requests made by Lender under Section 13.4 and Section 13.5. The rights and obligations of the parties under Section 13.4 and Section 13.5 shall survive the termination or expiration of this Agreement.

13.5. *Records.* Except as specifically otherwise provided in this Agreement, Borrower agrees to prepare and maintain its financial records in accordance with GAAP. Borrower agrees to retain and preserve all of its books and records relating to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be.

13.6. *Schedules.* The Schedules attached hereto are incorporated into this Agreement by reference.

13.7. *Entire Agreement.* This Agreement and all Schedules and other attachments hereto, Security and any other written agreement delivered pursuant to or referred to in this Agreement constitute the entire agreement among the parties with respect to the subject matter set forth herein or therein and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof or thereof.

13.8. *Joint and Several.* Where more than one Person is liable as Borrower for any obligation under this Agreement, the liability of each such Person for such obligation is joint and several with each other such Person.

13.9. *Non-Merger.* The provisions of this Agreement shall not merge with any other security provided to Lender, but shall continue in full force for the benefit of the parties hereto.

13.10. *Amendments.* This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

13.11. *Waivers.* No failure or delay on the part of Lender in exercising any right or power hereunder or under any security document shall operate as a waiver thereof.

13.12. *Relationship of Parties.* Each of the parties expressly disclaims any intention to create a partnership or joint venture. Nothing herein shall be construed so as to make Lender a partner or joint venture of Borrower or to render Borrower the agent or other authorized representative of Lender for any purpose. Lender is acting hereunder only in its capacity as a lender and shall have the same rights, responsibilities and obligations as any other lender. Except as otherwise expressly provided in this Agreement, or in any agreement entered into by Borrower and Lender pursuant to this Agreement, neither Borrower nor Lender shall have any authority to act for or to assume any obligations or responsibility on behalf of the other. Borrower shall not at any time expressly or by any course of conduct hold itself out as a partner, joint venturer or agent of Lender.

13.13. *Governing Law.* This Agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

13.14. *Assignment.* Borrower shall not assign or transfer or permit the assignment or transfer of any of its rights or obligations under this Agreement without the prior written consent of Lender. Lender may assign all or part of its rights and obligations under this Agreement to any Person. Lender may disclose to potential or actual assignees confidential information regarding Borrower (including any such information provided by Borrower to Lender) and shall not be liable for any such disclosure.

13.15. *Severability.* Any portion or provision of the Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof in such jurisdiction or, to the extent permitted by law, rendering that or any other portion or provision of the Agreement invalid, illegal or unenforceable in any other jurisdiction.

13.16. *Binding Effect.* This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

13.17. *Time of Essence.* Time shall be of the essence in all provisions of this Agreement.

13.18. *Counterparts and Facsimile.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Transmission of executed copies of this Agreement, whether or not in counterpart, by facsimile or other form of electronic transmission shall be deemed to have the same effect as delivery of an originally executed copy to the party receiving the facsimile transmission.

13.19. *Freedom of Information.* Borrower acknowledges and agrees that the commercial and financial information in this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON AS
REPRESENTED BY THE MANAGING DIRECTOR,
HOUSING, SOCIAL SERVICES AND DEARNESS
HOME

Kevin Dickins
Acting Managing Director
Housing, Social Services and Dearness Home

Housing Provider

Authorized Signing Officer

Name and Title (Please Print)

Authorized Signing Officer

Name and Title (Please Print)

I/We have the authority to bind the Corporation

SCHEDULE "A"
CAPITAL WORKS

Eligible Housing Provider Name:

Housing Project Address:

Description of Capital Works:

SCHEDULE "B"

LEGAL DESCRIPTION OF PROPERTY

*

SCHEDULE "C"
DRAW SCHEDULE

Date of Loan Advance	Loan Advance Amount
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Total	

SCHEDULE "D"
LOAN REPAYMENT SCHEDULE

Total Loan Amount	\$[Amount]
Interest Rate	Zero-Interest
Payment Frequency	Monthly
Amortization Remaining	[Number of Months]
Payment Amount	[Total Loan Amount/Number of Months]
Start Date	Click here to enter a date.
Maturity Date	Click here to enter a date.

SCHEDULE "E"
PERMITTED ENCUMBRANCES

Inst Reg No	Date	Inst Type	Party From	Party To

SCHEDULE "F"

PROCEDURES RESPECTING PERFORMANCE OF THE WORK

Borrower agrees to maintain compliance with the following procedures respecting the carrying out of the Work at the Housing Project:

1. Borrower shall follow procurement procedures as set by Housing Provider's procurement policy and/or City of London's Housing division Notification (HDN) 2008-134 as amended from time to time. All quotes/bids received and evaluated shall be based on the same scope of work and component materials.
2. Borrower declares there is no conflict of interest with any of the contractors selected for the completion of the Works.
3. Borrower shall obtain Lender's prior written consent before it retains any professionals or contractors, before it enters into any contracts for the Work, and prior to approving any change orders with respect to the Work. Borrower shall designate a party to act as the contact with Lender for the purposes of this Agreement. Lender undertakes to provide either its written approval or comments within ten (10) days of Lender's receipt of the document requiring its approval.
4. Lender shall be given notice of and will be entitled to attend at the construction site and to attend all site meetings and other construction related events concerning the Housing Project, in order to monitor the progress of the Work. Any inspection by Lender shall not in any way relieve any consultant and/or contractor of their obligations and responsibilities under their respective contracts. It is specifically acknowledged and agreed that any such attendances or inspections by Lender, whether at the construction site or elsewhere, are for the sole purposes of monitoring the progress of the Work and the approval of Advances, and no such attendances or inspections shall result in, or cause Lender to assume any obligations or liabilities in connection with the Work or to be liable to or have any obligations to any consultant, contractor, sub-contractor or service or materials provider.
5. Lender shall be entitled to receive and/or examine, upon request, the following:
 - (a) field review and inspection reports;
 - (b) approved shop drawings;
 - (c) test reports and required certificates of acceptance;
 - (d) invoices respecting the Work; and
 - (e) any other relevant documentation as requested by Lender in connection with the Work.

In this respect Borrower agrees to take whatever steps are necessary to cause third parties to provide any relevant documentation that Lender requests in connection with the Work.

6. Lender will not be responsible for and will not have control or charge of the Work, including, but not limited to, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Housing Project, in accordance with the applicable construction safety legislation, other regulations or general construction practice. Further, Lender, its employees, agents or assigns will not be responsible for or have control or charge over the acts or omissions of any contractor, subcontractor, consultant or their respective agents, employees or

other person performing any of the Work. Under no circumstances shall Lender, its employees, agents or assigns, assume nor shall it be deemed to have assumed, liability in respect of the Work, its sufficiency or completeness.

7. Borrower shall comply with the provisions of the *Construction Act*, R.S.O., 1990, c.C.30, as amended or replaced from time to time, including without limitation, the requirement to retain any holdbacks required to be retained pursuant to the *Construction Act*. Borrower shall comply with all applicable federal, provincial, municipal or local laws, statutes, regulations and by-laws.
8. Borrower shall disclose the Loan as a separate item on its audited financial statements and shall detail the amount of disbursements and nature of the expenditures concerning the Loan.

SCHEDULE "G"

**CHARGE/MORTGAGE SCHEDULE
ADDITIONAL PROVISIONS**

1. For the purposes of this Charge:
 - (a) "Charged Premises" means the lands and premises legally described in Schedule "B";
 - (b) "Chargor" means [Name of Borrower];
 - (c) "Chargee" means The Corporation of the City of London;
 - (d) "CMHC" means Canada Mortgage and Housing Corporation;
 - (e) "First Mortgage" means the CMHC insured first mortgage obtained by the Chargor registered against title to the Project;
 - (f) "Loan Agreement" means the loan agreement between the Chargor and the Chargee dated the [Date of Loan Agreement];
 - (i) "Other Security" means the General Security Agreement and the Assignment Agreement being given by the Chargor to the Chargee simultaneously with this Charge;
 - (g) "Permitted Encumbrances" has the meaning ascribed to it in the Loan Agreement;
 - (h) "Lender" means the Chargee, The Corporation of the City of London.

2. Any conflict between the terms and conditions of this Schedule to the Mortgage and the Standard Charge Terms of the Mortgage shall be settled in favour of the terms and conditions of this Schedule to the Mortgage

3. The Chargor has at the request of the Chargee agreed to give this Charge as a continuing collateral security for payment and satisfaction to the Chargee, of all advances to and, debts, obligations, covenants, duties and liabilities of the Chargor, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, due or to become due, now existing or hereafter incurred or arising, or remaining unpaid by the Chargor to the Chargee, incurred by or arising from the Loan Agreement, or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising and whether the Chargor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such advances, debts, obligations, covenants, duties and liabilities being hereinafter called the "Liabilities") but it being agreed that this Charge at any one time will not secure that portion of the aggregate principal component of the liabilities outstanding at such time which exceeds the sum of [LOAN AMOUNT] DOLLARS (the "Loan Amount").

4. The Chargor covenants with the Chargee that if the Chargee makes any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith

payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to it under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.

5. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, such approval to be subject to the provisions contained in the Loan Agreement, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
6. Subject to the renewals, replacements and consolidations permitted in Section 14 below, the Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
7. The Chargor shall obtain and maintain throughout the term of the Charge, all such insurance coverage as it is required to obtain and maintain pursuant to the provisions of the Contribution Agreement.
8. Environment:
 - (a) The Chargor, at its sole cost and expense, shall comply, with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Chargor shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements if necessary to deal with such contaminants and keep the Charged Premises *free* and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Chargor fails to do so, after notice to the Chargor and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at its sole option may declare the Charge to be in default.
 - (b) The Chargor shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.
9. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Charged Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing, the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or its agents to be in possession, management or control of the said lands and buildings.
10. This Charge shall become enforceable by the Chargee if any one or more of the following events has occurred and is continuing (in each case and "Event of Default"):
 - (a) The non-payment when due of principal, interest, fees or other amounts payable hereunder;
 - (b) The Chargor commits an act of default, or is otherwise in breach of its obligations under the Agreements or any of the Other Security;

- (c) If any representation or warranty made or deemed to have been made in this Charge, the Loan Agreement or any of the Other Security is materially false or inaccurate or if the Chargor shall be in breach of any material covenant or other provision contained in the Loan Agreement;
 - (d) If proceedings for the bankruptcy, receivership, dissolution, liquidation, winding-up, reorganization or readjustment of debt of the Chargor is commenced, or if an application is brought with respect to the Chargor pursuant to the provisions of the *Companies' Creditors Arrangement Act*;
 - (e) If the Chargor is insolvent, or is adjudged or declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or petitions or applies to any tribunal for the appointment of a receiver or trustee for it or any substantial part of its property, or commences any proceedings relating to it under any reorganization, arrangement, readjustment of debt, dissolution, liquidation or other similar proceeding, or by any act or failure to act indicate its consent to, approval of, or at the essence in, any such proceedings for it or any substantial part of its property, or suffers the appointment of any *receiver* or trustee;
 - (f) If an encumbrancer takes possession of any property of the Chargor, or if a distress or execution or similar process is levied or enforced against any of the properties of the Chargor; or
 - (g) The breach at any time in any material respect of the provisions of any applicable law affecting the Charged Premises.
11. If the Chargor has committed an Event of Default, the principal balance then outstanding on account of the Loan Amount, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.
12. If the Chargor has committed an Event of Default, then, in addition to the rights under Section 13 hereof and Standard Charge Terms filed as, the Chargee shall have the following rights, powers and remedies in addition to any other rights, powers and remedies which may otherwise be available in law:
- (a) To enter upon and possess all or any part of the Charged Premises;
 - (b) To preserve and maintain the Charged Premises and make such replacements thereof and additions thereto as it shall deem advisable;
 - (c) To exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Chargor's name or in its own name and to advance its own money to the Chargor at such rates of interest as it may deem reasonable;
 - (d) To commence any action or proceeding against the Chargor which the Chargee might determine to be necessary in the circumstances;
 - (e) To cease making any further advances under the Loan Agreement secured by this Charge; and/or
 - (f) To appoint in writing a receiver or receiver/manager (the "Receiver") of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:

- (i) To take possession of the Charged Premises and to collect the housing charges and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;
- (ii) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection or the said Charged Premises;
- (iii) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same; and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained shall be accountable for or charged with any moneys until actually received;
- (iv) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (v) To borrow money to carry on the operations of the Chargor at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as detailed therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;
- (vi) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (vii) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

- (viii) The net profits of the operations of the Chargor at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:
- (1) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;
 - (2) Secondly, in payment of all costs, charges and expenses payable hereunder;
 - (3) Thirdly, in payment to the Chargee of the Loan Amount owing hereunder;
 - (4) Fourthly in payment of to the Chargee of any other monies remaining unpaid hereunder; and
 - (5) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.
- (ix) During any period wherein the Chargee or any receiver or receiver and manager appointed by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform, or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor nor in any other way supervise or interfere with the conduct of the Chargor's operations of the Charged Premises;
- (x) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and default and for his remuneration;
- (xi) Save as to claims for an accounting contained in this paragraph, the Chargor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud;
- (xii) The Chargee may, at any time and from time to time, terminate any Receiver by notice in writing to the Chargor and to the Receiver;
- (xiii) The statutory declaration of an employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with

the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;

(xiv) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

- 13. The Charge is hereby postponed to the First Mortgage and shall be continued to be postponed to any renewal or replacement or consolidation of the First Mortgage, with or without an increased rate of interest, provided the aggregate principal sums of such mortgages are not increased.
- 14. Section 4 of the Standard Charge Terms filed as No. is amended by adding thereto, in the last line, following the words "from the Crown" the words "and further save and except the Permitted Encumbrances".
- 15. In the event of any conflict or inconsistency between the terms of the Loan Agreement and the terms of this Charge, the provisions of the Loan Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

25

IN WITNESS WHEREOF this Charge has been executed on behalf of the Chargor by its authorized officers.

[BORROWER]

)
)
) Per:
) Name:
) Title:
)
) Per:
) Name:
) Title:

I/We have authority to bind the Corporation.

Bill No. 238
2020

By-law No. CPOL.-_____

A by-law to enact a Council Policy entitled
“Electronic Participation of Council Members at
Council and Standing Committee meetings.”

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a Council Policy entitled “Electronic Participation of Council Members at Council and Standing Committee meetings” to set out the parameters for the electronic participation of Council Members at Council and Standing Committee meetings, for both open and closed sessions as provided for in the *Municipal Act, 2001*;

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

1. The policy entitled “Electronic Participation of Council Members at Council and Standing Committee meetings”, attached hereto as Schedule “A” is hereby adopted.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on August 25, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020



London
CANADA

Policy Name: Electronic Participation of Council Members at Council and Standing Committee meetings

Legislative History: n/a

Last Review Date: August 10, 2020

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the parameters for the electronic participation of Council Members at Council and Standing Committee meetings, for both open and closed session. The Council Procedure By-law sets out the parameters for the electronic participation of Elected Officials at Council and Standing Committee meetings during a period of a declared state of emergency.

2. Definitions – in accordance with the Council Procedure By-law

2.1 Electronic Participation – shall mean the participation of a Council member remotely, via electronic means including telephone, who shall have the same rights and responsibilities as if the Member was in physical attendance.

2.2 Closed Session – shall mean any portion of a Council or Standing Committee meeting that is not open to the public, and held in accordance with Section 239 of the Municipal Act 2001.

2.3 Member – shall mean a member of the Council.

2.4 Meeting – shall mean a regular, special or other meeting of the Council or standing committee and shall include meetings in closed session.

3. Applicability

3.1 This policy applies to Council Members.

4. The Policy

4.1 Members may be permitted to participate in Council and Standing Committee by electronic participation, when they are unable to attend the meeting in person.

- a) A member requiring to participate electronically shall be required to provide the City Clerk with a minimum of 24 hours' notice of their intention.
- b) The meeting Chair shall not be permitted to participate electronically.
- c) The permitted participation in meetings electronically shall include closed session for Council and Standing Committees.
- d) Meeting record(s) shall reflect which members attended electronically and which members attended physically.

4.2 The administration of electronic participation shall be at the discretion of the City Clerk, recognizing that technology and requirements will vary from time-to-time. This shall include the means by which Members shall vote.

Bill No. 239
2020

By-law No. S.-_____ - _____

A by-law to repeal By-law No. S.-6068-166 entitled, "A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Eagletrace Drive)".

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

1. By-law No. S.-6068-166 entitled, "A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Eagletrace Drive)" passed by Municipal Council on July 21, 2020 is hereby repealed.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

Bill No. 240
2020

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Eagletrace Drive)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Eagletrace Drive, namely:

“All of Blocks 114 and 115 on Registered Plan 33M-593 in the City of London.”

2. This by-law comes into force and effect on the day it is passed.

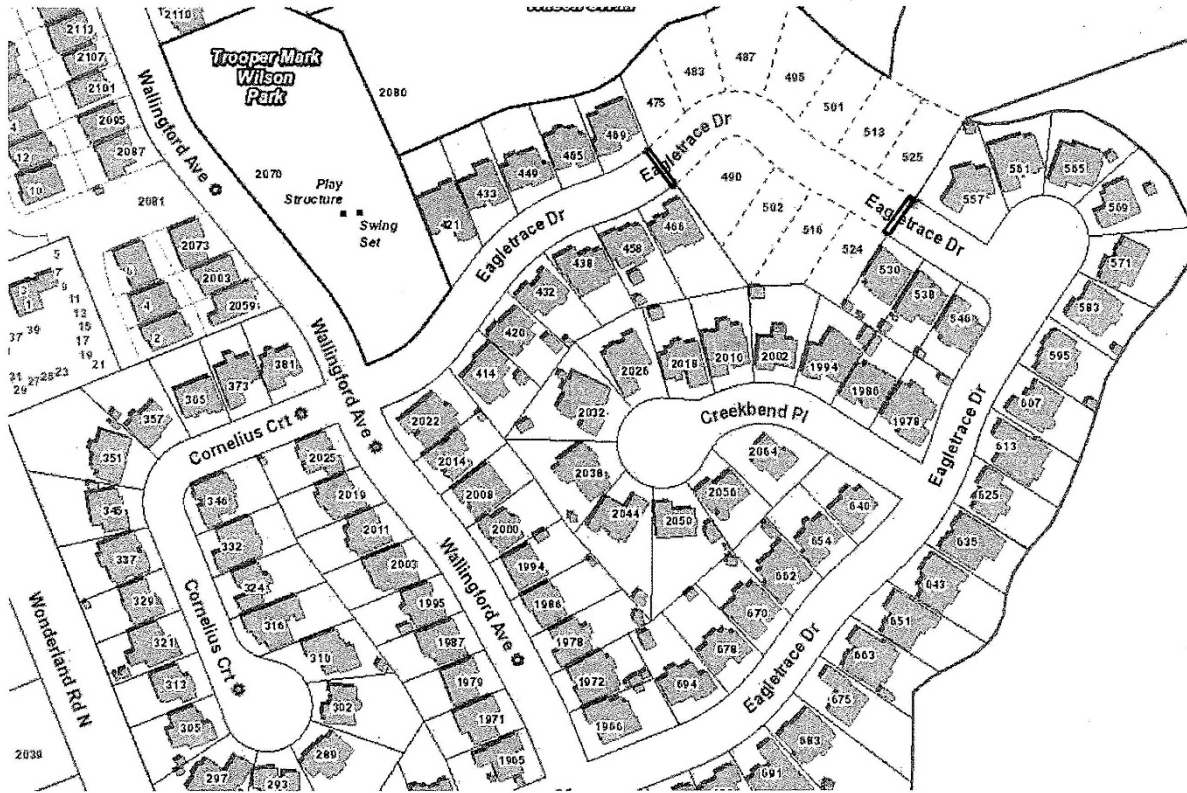
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 241
2020

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to King Street west of Maitland Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to King Street, west of Maitland Street, namely:

“Part of Lot 17 South of King Street, on Registered Plan 178(E), in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20676.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 242
2020

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Longwoods Road, west of Colonel Talbot Road; and as widening to Colonel Talbot Road, south of Longwoods Road)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Longwoods Road, west of Colonel Talbot Road, namely:

“Part of Lot 70, Concession West of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 6 on Reference Plan 33R-20226”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Colonel Talbot Road, south of Longwoods Road, namely:

“Part of Lots 2, 3, 4 and 5, South of the Side Road and West of the North Branch of the Talbot Road on Registered Plan 443(C), in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 5 on Reference Plan 33R-20226”

2. This by-law comes into force and effect on the day it is passed.

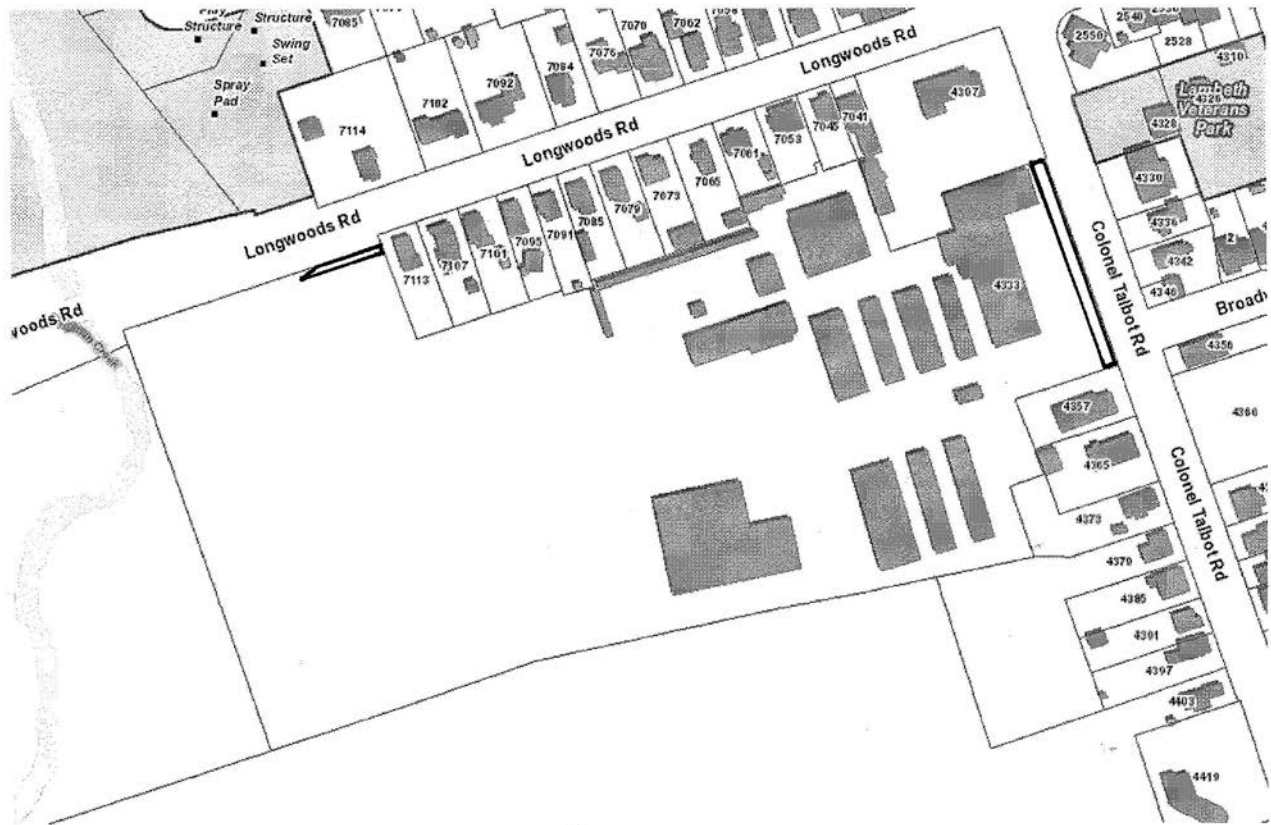
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 243
2020

By-law No. W.-5656(__)-____

A by-law to amend by-law No. W.-5656-14 entitled, "A by-law to authorize Dundas Place – Thames Valley Parkway Active Transportation Connection (Project TS1748)"

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No.W.-5656-14 passed on December 10, 2019, to authorize an increase in the net amount of monies to be debentured for the "A by-law to authorize Dundas Place – Thames Valley Parkway Active Transportation Connection (Project TS1748)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$1,013,197.00 from \$54,804.00 to \$1,068,001.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

Bill No. 244
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 536 and 542 Windermere Road.

WHEREAS 2492222 Ontario Inc. has applied to remove the holding provision from the zoning for the lands located at 536 and 542 Windermere Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 536 and 542 Windermere Road, as shown on the attached map comprising part of Key Map No. 102, to remove the holding provision so that the zoning of the lands as a Residential **TO** Residential R5 Special Provision (R5-5(3)) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

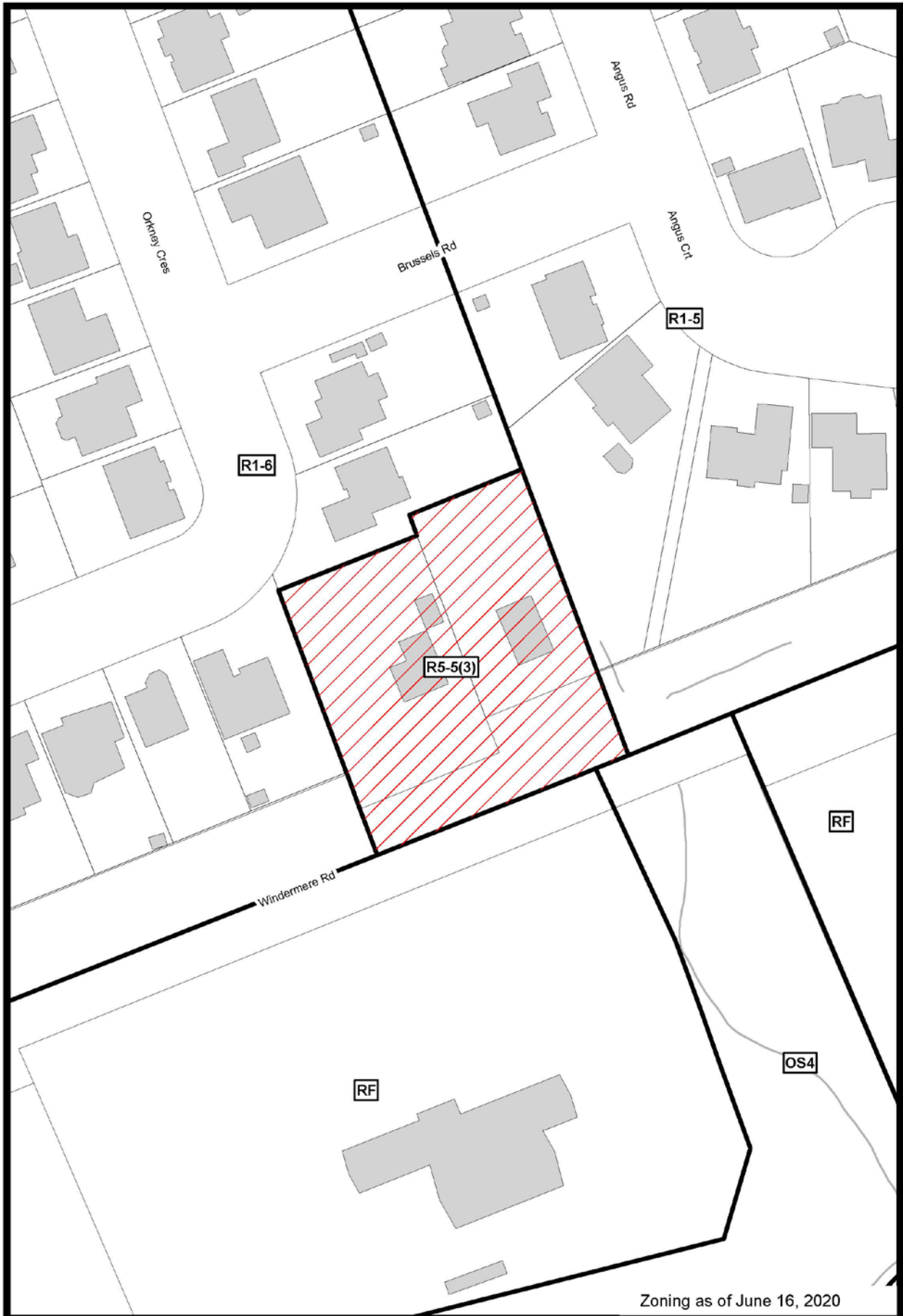
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

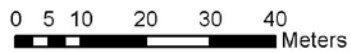
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9219
Planner: SM
Date Prepared: 2020/06/25
Technician: RC
By-Law No: Z.-1-

SUBJECT SITE 

1:1,000



Geodatabase

Bill No. 245
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1339-1347 Commissioners Road West.

WHEREAS Milan Starcevic has applied to remove the holding provision from the zoning for the lands located at 1339-1347 Commissioners Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1339-1347 Commissioners Road West, as shown on the the attached map comprising part of Key Map No. 106, to remove the h holding provision so that the zoning of the lands as a Residential R8 Bonus (R8-4*B-63) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor


Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: H-9179
Planner: AR
Date Prepared: 2020/02/07
Technician: RC
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 246
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at located at 3030 Singleton Avenue.

WHEREAS Schlegel Villages Inc. has applied to remove the holding provision from the zoning for the lands located at 3030 Singleton Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to a portion of the lands located at 3030 Singleton Avenue, as shown on the attached map comprising part of Key Map No. 111, to remove the holding provision so that the zoning of the lands as a Residential (R5-4/R6-5/R7.D100.H30) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

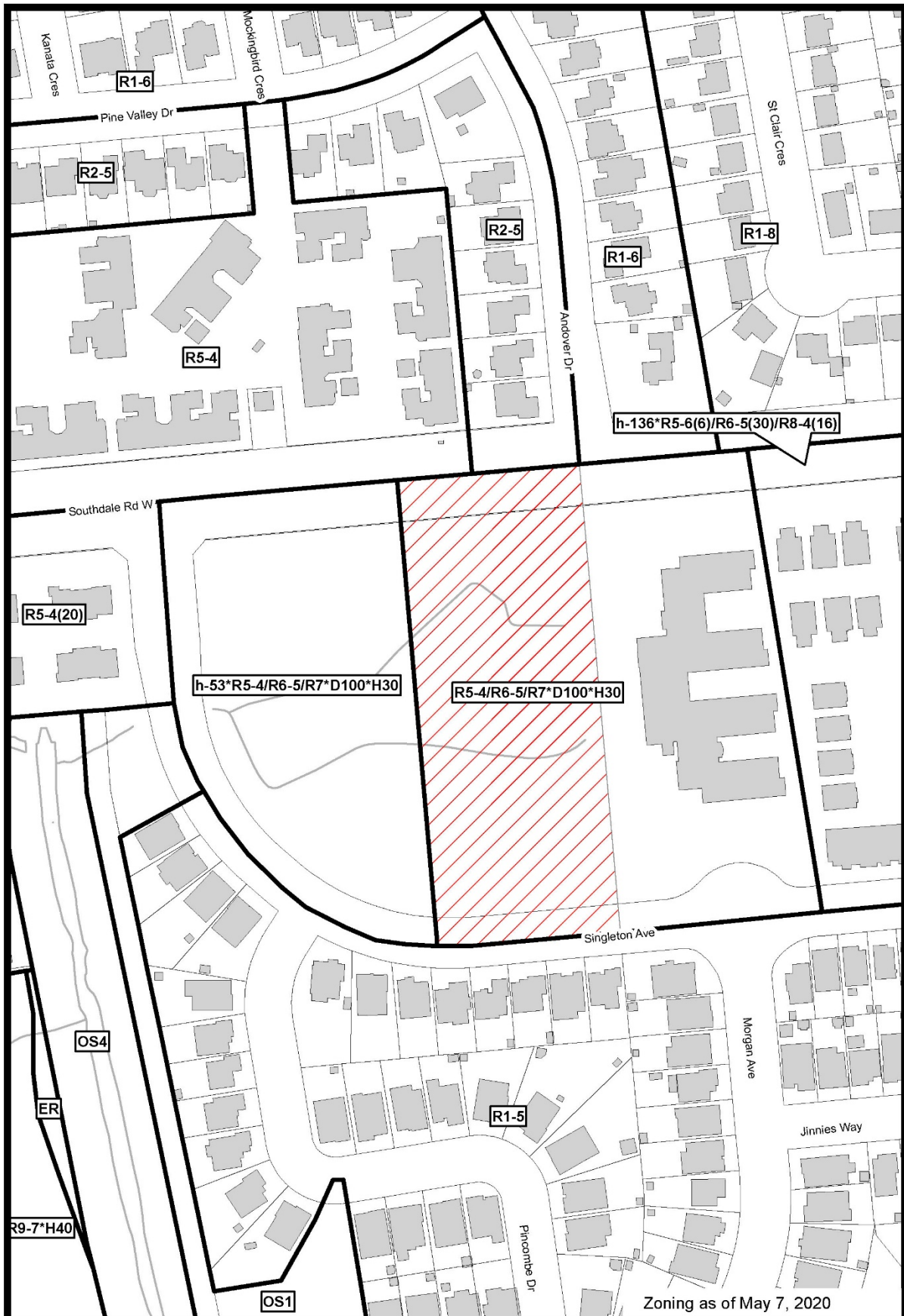
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

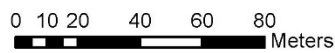
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9212
 Planner: SM
 Date Prepared: 2020/07/21
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,006



Geodatabase

Bill No. 247
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1160 Wharncliffe Road S.

WHEREAS Goldfield Ltd. has applied to remove the holding provisions from the zoning for the lands located at 1160 Wharncliffe Road South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 1160 Wharncliffe Road South, as shown on the attached map, to remove the "h, h-100, h-104 and h-155" holding provision so that the zoning of the lands as Residential R4 Special Provision (R4-4(2)) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

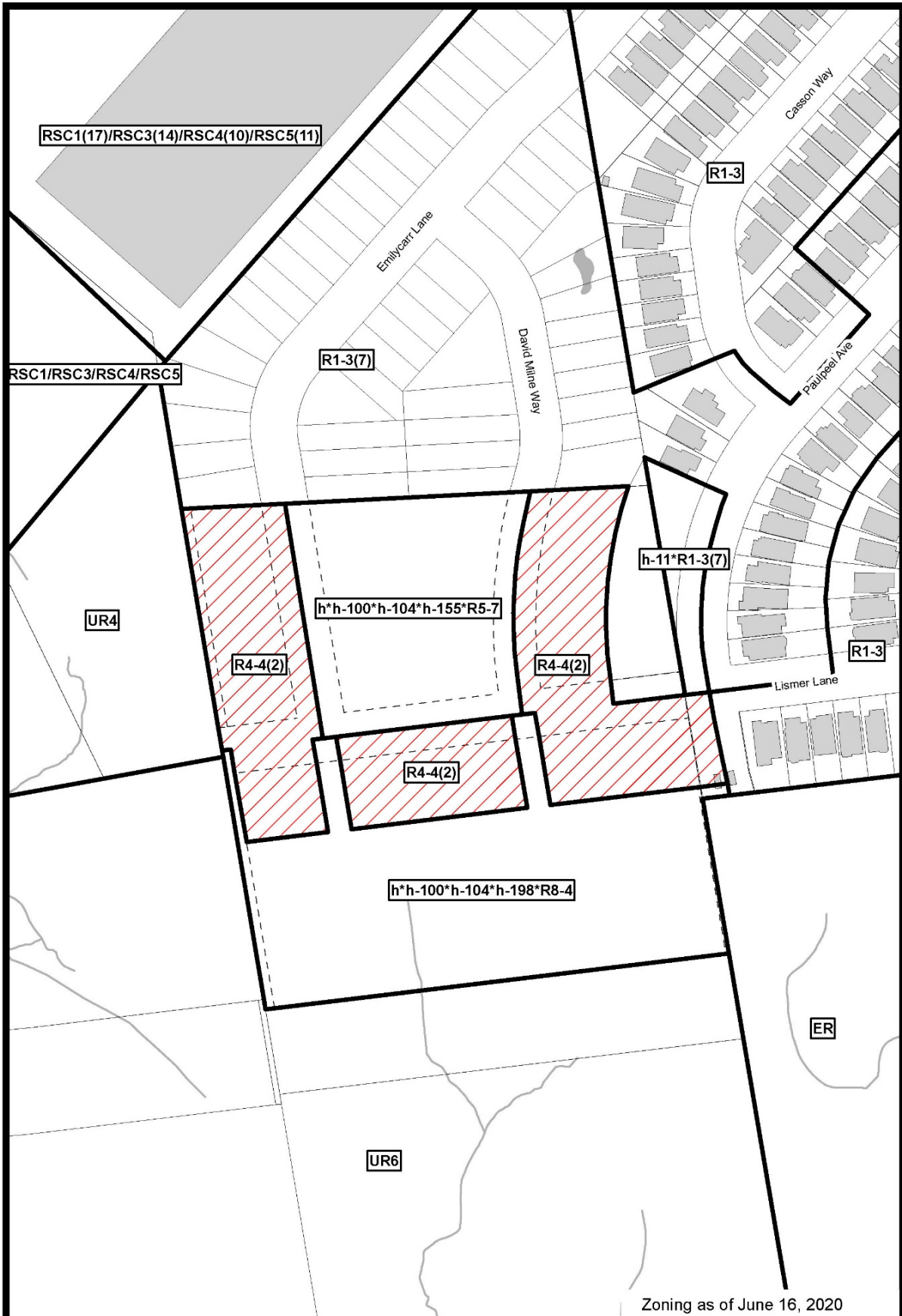
PASSED in Open Council on August 25, 2020.



Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-9217 Planner: MC Date Prepared: 2020/07/16 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters</p> 
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Geodatabase

Bill No. 248
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 6990 Clayton Walk.

WHEREAS 2219008 Ontario Limited (York Developments) has applied to remove the holding provisions from the zoning for the lands located at 6990 Clayton Walk, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 6990 Clayton Walk, as shown on the attached map, to remove the "h, h-100 and h-198" holding provision so that the zoning of the lands as Residential R6 Special Provision (R6-5(44)) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

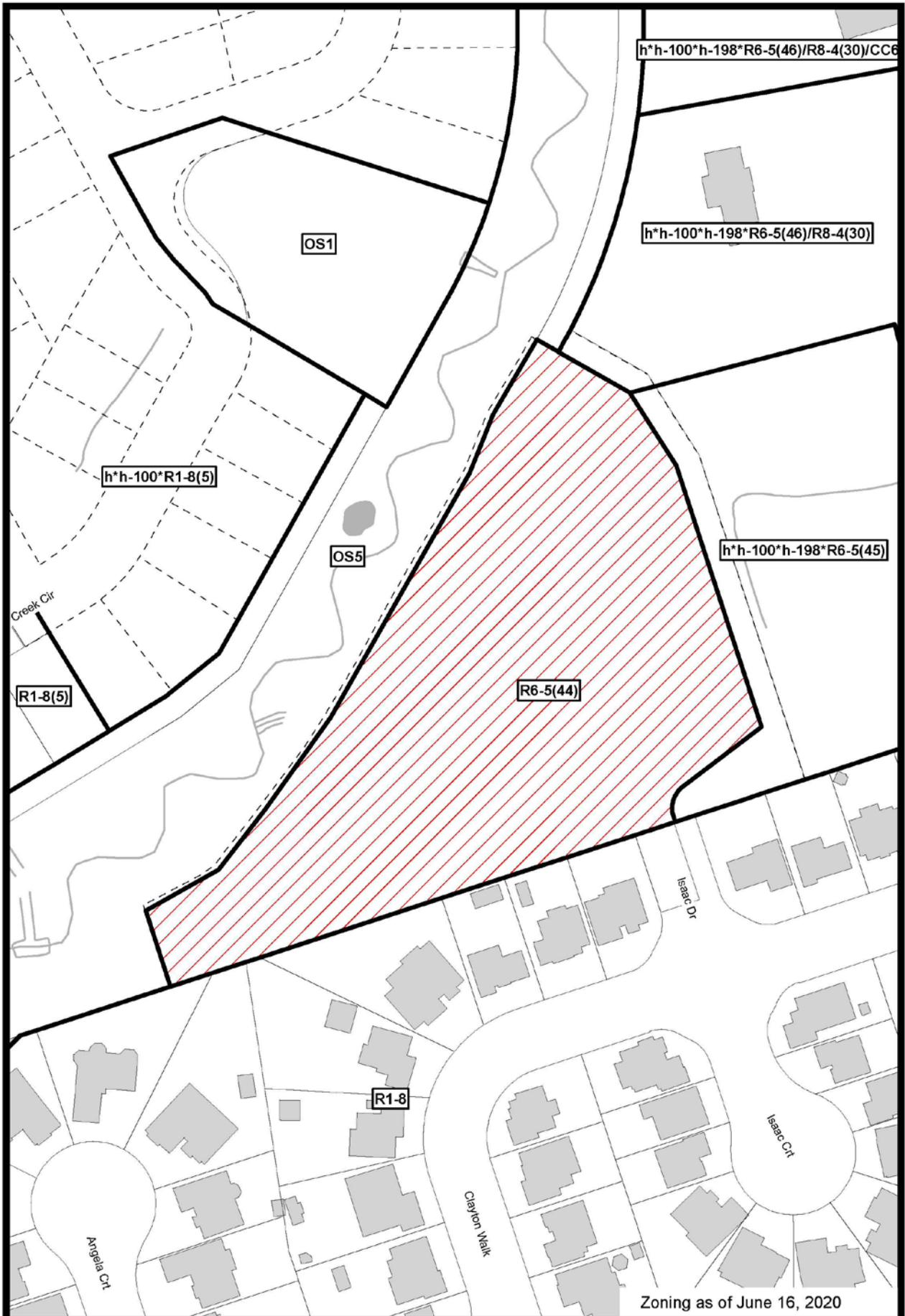
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-8756
 Planner: RC
 Date Prepared: 2020/07/15
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40
 Meters



Bill No. 249
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 221 Queens Avenue.

WHEREAS Sifton Properties Limited has applied to extend the Temporary Use (T-69) Zone as it applies to lands located at 221 Queens Avenue for a period not to exceed three (3) years;

AND WHEREAS the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-172590 approved the Temporary Use for 221 Queens Avenue for a period not exceeding three (3) years beginning June 26, 2017.

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Section Number 50.2 of the Temporary Use (T) Zone is amended by adding the following subsection for the property known municipally as 221 Queens Avenue:

T-69

This Temporary Use is hereby extended for an additional three (3) years beginning August 25, 2020.

2. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
Second Reading – August 25, 2020
Third Reading – August 25, 2020

Bill No. 250
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 2040 River Road.

WHEREAS Global Waste Disposal London Ltd has applied to rezone an area of land located at 2040 River Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2040 River Road, as shown on the attached map comprising part of Key Map No. A113 from a holding General Industrial (h*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone to an Open Space Special Provision (OS5(__)) Zone and a Light Industrial Special Provision/General Industrial Special Provision (h-47*LI6(__)/GI2(__)) Zone

2. Section Number 36.4 of the Open Space Zone (OS5) Zone is amended by adding the following Special Provision:

- OS5(__) 2040 River Road
- a) Regulations
 - i) No minimum lot frontage requirement
 - ii) No minimum lot area requirement

3. Section Number 40.4 of the Light Industrial (LI6) Zone is amended by adding the following Special Provision:

- LI6(__) 2040 River Road
- a) Regulations
 - i) Rear and Interior Side Yard 0m (0ft) Depth abutting an Open Space (OS5) Zone Variation (Minimum)
 - ii) Lands within the Open Space (OS5) Zone Variation may be used in the calculation for landscaped open space.

4. Section Number 41.4 of the General Industrial (GI2) Zone is amended by adding the following Special Provision:

- GI2(__) 2040 River Road
- a) Additional Permitted Use
 - i) Waste Transfer Station and Recycling Depot
 - ii) Definition: "Waste Transfer Station and Recycling Depot" means a type of waste disposal site as defined in the Environmental Protection Act (EPA), for non-hazardous solid wastes and liquids, including transferring, separation, processing and recycling of such wastes

- b) Regulations
 - i) Frontage (Minimum) 30m (98.4ft)
 - ii) Open storage shall not be permitted in any required exterior side yard
 - iii) Front Yard Depth for open storage (Minimum) 20m (65.6ft)
 - iv) Rear and Interior Side Yard abutting an Open Space (OS5) Zone Variation (Minimum) 0m (0ft) Depth
 - v) Lands within the Open Space (OS5) Zone Variation may be used in the calculation for landscaped open space.

5. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

6. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

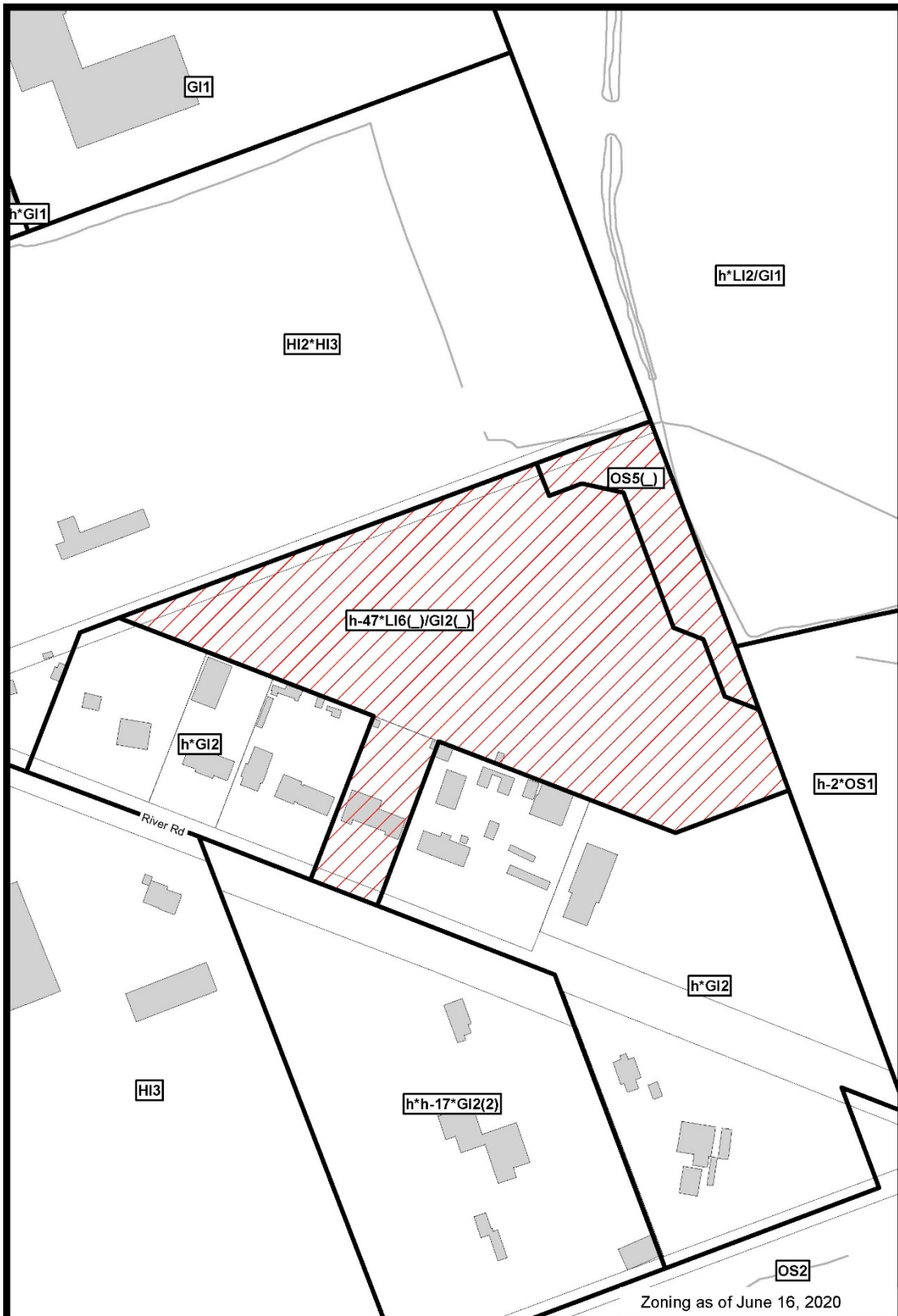
PASSED in Open Council on August 25, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 25, 2020
 Second Reading – August 25, 2020
 Third Reading – August 25, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: Z-9133
Planner: SW
Date Prepared: 2020/07/10
Technician: RC
By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



Geodatabase