



# Council Agenda

The 8th Meeting of City Council

May 25, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

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Pages

**1. Disclosures of Pecuniary Interest**

**2. Recognitions**

- 2.1. 4:00 PM - His Worship the Mayor will recognize, in absentia, the recipient of the 2021 Tim Hickman Health and Safety Scholarship: Skylar Synesael

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

**4. Council, In Closed Session**

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/8/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/8/CSC)

- 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. (6.3/8/CSC)

4.4. 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. (6.4/8/CSC)

4.5. 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. (6.5/8/CSC)

4.6. 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, the security of the property of the municipality or local board. (6.6/8/CSC)

4.7. Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation, with respect to litigation currently before the Superior Court of Justice, Court file No. 1181/20 affecting the municipality in relation to the Wilton Grove Road Sanitary Sewer Project. (6.1/7/CWC)

4.8. Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the Wilton Grove Road Sanitary Sewer Project. (6.2/7/CWC)

4.9. Litigation / Solicitor-Client Privileged Advice / Confidential Information Supplied to the Corporation in Confidence

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the City's right-of-way abutting 840 Highbury Avenue. (6.3/7/CWC)

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

5.1. 7th Meeting held on May 4, 2021 9

**6. Communications and Petitions**

6.1. 2631 Hyde Park Road and 1521 Sunningdale Road West – (O-9190)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 11 (3.2) of the 8th Report of the Planning and Environment Committee)

1. P. W. Vandebosch, Cram and Associates 71

2. J. Pratt, Thames Valley District School Board 73

6.2. Property Standards By-law

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 5 (2.4) of the 8th Report of the Community and Protective Services Committee)

1. M. Atalla, R. Hawkes, L. Kleinert, M. Niazi, A. White, and LifeSpin 75

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

**8. Reports**

8.1. 8th Report of the Planning and Environment Committee 85

1. Disclosures of Pecuniary Interest

2. (2.2) 1620 Noah Bend (Block 95, Plan 33M-733) - (P-9338)

3. (2.3) 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 & 3) - (P-9304) (Relates to Bill No. 251)

4. (2.4) 3964 Mia Avenue (33M-765, Block 2) - (P-9305) (Relates to Bill No. 252)

5. (2.5) 146 and 184 Exeter Road – Middleton Subdivision - Phase 3 - Removal of Holding Provisions - (H-9294) (Relates to Bill No. 259)

6. (2.6) 1639–1685 Brayford Avenue – Removal of Holding Provision - (H-9336) (Relates to Bill No. 260)

7. (2.7) 2258–2334 Wickerson Road – Removal of Holding Provision - (H-9337) (Relates to Bill No. 261)

8. (2.8) 1284 and 1388 Sunningdale Road West - Kent Subdivision - Phase 3 - Special Provisions - (39T-04510-3C)
  9. (2.1) London Plan Appeals Update – Results of April 15, 2021 Local Planning Appeal Tribunal (LPAT) Decision
  10. (3.1) 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street (TZ-9316) (Relates to Bill No. 262)
  11. (3.2) 2631 Hyde Park Road and 1521 Sunningdale Road West – (O-9190) (Relates to Bill No's. 253 and 254)
  12. (3.3) 3557 Colonel Talbot Road (SPA20-063)
  13. (4.1) Councillor M. van Holst - Meadowlilly ESA
  14. (5.1) 3rd Report of the Trees and Forests Advisory Committee
- 8.2. 8th Report of the Community and Protective Services Committee 109
1. Disclosures of Pecuniary Interest
  2. (2.1) 4th Report of the Accessibility Advisory Committee
  3. (2.2) 2nd Report of the Community Safety and Crime Prevention Advisory Committee
  4. (2.3) Health Canada Consultation - Personal Production of Cannabis for Medical Purposes
  5. (2.4) Property Standards By-law (Relates to Bill No's. 248, 249, and 250)
  6. (2.5) Property Standards Related Demolition (Relates to Bill No. 246)
  7. (2.6) Housing Stability for All Plan 2020 Update and Priorities for 2021
  8. (2.7) 2020 Ontario Works Participant and Service Delivery Profile
  9. (2.8) Integrated Subsidized Transit Program: Phase 1 Funding Agreement (Relates to Bill No. 247)
  10. (2.9) London Fire Department Emergency Repairs
  11. (4.1) Cosmetic Lawn Care
  12. (4.2) Securing Spaces to Offer Support Services
  13. (5.1) Deferred Matters List
- 8.3. 8th Report of the Corporate Services Committee 122
1. Disclosures of Pecuniary Interest
  2. (2.1) Integrity Commissioner Agreement (Relates to Bill No. 244)
  3. (2.5) 2020 Annual Report on Development Charges Reserve

Funds

4. (2.7) Employee Absenteeism 2020
  5. (2.2) 2021 Council Compensation Review Task Force
  6. (2.3) Court Security and Prisoner Transportation Program Transfer Payment Agreement (Relates to Bill No. 245)
  7. (2.4) City of London Strategic Advocacy Framework
  8. (2.6) Elected Officials and Appointed Citizen Members 2021 Remuneration
  9. (4.1) How to Strengthen Accountability for Municipal Council Members
  10. (4.2) Creation of an Architectural Heritage Reserve Fund - Councillor M. van Holst
  11. (4.3) 1st Report of the County/City Liaison Committee
  12. (5.1) Application - Issuance of Proclamation - June is Deafblind Awareness Month
- 8.4. 7th Report of the Civic Works Committee 129
1. Disclosures of Pecuniary Interest
  2. (2.1) 4th Report of the Transportation Advisory Committee
  3. (2.3) Sarnia Road/Phillip Aziz Avenue and Western Road Intersection Environmental Assessment
  4. (2.4) Appointment of Consulting Engineers for Construction Administration Services - 2021 Infrastructure Renewal Program Sackville Street and 2021 Infrastructure Renewal Program Watson Street
  5. (2.5) RFP21-30 - Supply and Delivery of Hydraulic Drum Brush Chippers
  6. (2.7) Supply and Delivery of Intersection Detection Systems
  7. (2.8) RFT21-07 - Innovation Park Assumption Works: Tender Award
  8. (2.2) Contract Award - Dingman Creek Pumping Station Construction Tender T21-19
  9. (2.6) Supply and Install 2022 to 2028 Infill Tree - RFT20-80 - Irregular Result
  10. (4.1) 3rd Report of the Cycling Advisory Committee
  11. (5.1) Deferred Matters List
- 8.5. 9th Report of the Strategic Priorities and Policy Committee 149
1. Disclosures of Pecuniary Interest

2. (2.1) Comprehensive Report on Core Area Initiatives
3. (2.2) 2025 Development Charge Study Initiation Report
4. (2.3) Area Rating Policy Review
5. (3.1) 2022 Growth Management Implementation Strategy (GMIS) Update
6. (4.1) London Community Recovery Network – Community Led Ideas –Business Cases
7. (4.2) Request for a Shareholder's Meeting - Housing Development Corporation, London
8. (4.3) Request for a Shareholder's Meeting - London Hydro Inc.
9. (4.4) Request for a Shareholder's Meeting - London & Middlesex Community Housing
10. (4.5) 2nd Report of the Governance Working Group

**9. Added Reports**

- 9.1. 8th 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. 243 By-law No. A.- _____ - _____<br><br>A by-law to confirm the proceedings of the Council Meeting held on the 25th day of May, 2021. (City Clerk)   | 158 |
| 13.2. | Bill No. 244 By-law No. A.- _____ - _____<br><br>A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”. (2.1/8/CSC) | 159 |
| 13.3. | Bill No. 245 By-law No. A.- _____ - _____<br><br>A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/8/CSC)  | 174 |

13.4.	Bill No. 246 By-law No. A.- _____ - _____  A by-law to approve demolition of abandoned building with municipal address of 508 Riverside Drive under the Property Standards provisions of the Building Code Act. (2.5/8/CPSC)	202
13.5.	Bill No. 247 By-law No. A.- _____ - _____  A by-law to approve a new Funding Agreement between The Corporation of the City of London and the London Transit Commission, authorize the Mayor and City Clerk to execute the Agreement and the Deputy City Manager, Neighbourhood and Community-Wide Services, or designate, to approve and amend the Schedules of the Agreement, delegate authority under the new Agreement, and repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239, and By-law No. A.-7494-20. (2.8/8/CPSC)	204
13.6.	Bill No. 248 By-law No. A.-6653(____)-____  A by-law to amend By-law A.-6653-121 being “A by-law to establish the positions of Hearings Officer”. (2.4b/8/CPSC)	222
13.7.	Bill No. 249 By-law No. A-54-21 _____  A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law. (2.4c/8/CPSC)	223
13.8.	Bill No. 250 By-law No. CP- _____  A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16 being “A by-law prescribing standards for the maintenance and occupancy of property.” (2.4a/8/CPSC)	228
13.9.	Bill No. 251 By-law No. C.P.- _____ - _____  A by-law to exempt from Part-Lot Control, lands located at 335 Kennington Way and 3959 Mia Avenue, legally described as Block 1 in Registered Plan 33M-765, RP 33R-20777 Parts 2 & 3. (2.3/8/PEC)	245
13.10.	Bill No. 252 By-law No. C.P.- _____ - _____  A by-law to exempt from Part-Lot Control, lands located at 3964 Mia Avenue, legally described as Block 2 in Registered Plan 33M-765. (2.4/8/PEC)	246
13.11.	Bill No. 253 By-law No. C.P.-1284(____)-____  A by-law to amend the Official Plan for the City of London, 1989 relating to 2631 Hyde Park Road and 1521 Sunningdale Road West. (3.2a/8/PEC)	247
13.12.	Bill No. 254 By-law No. C.P.-1512(____)-____  A by-law to amend The London Plan for the City of London, 2016 relating to 2631 Hyde Park Road and 1521 Sunningdale Road West. (3.2b/8/PEC)	251
13.13.	Bill No. 255 By-law No. S.- _____ - _____	255

	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Pond Mills Road, east of Ailsa Place) (Chief Surveyor – for road widening purposes, registered as ER1360310, pursuant to SPA20-047 and in accordance with Z.-1)	
13.14.	Bill No. 256 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 White Oak Road, north of Exeter Road) (Chief Surveyor – for road widening purposes, registered as ER1346762, pursuant to B.036/19 and in accordance with Z.-1)	257
13.15.	Bill No. 257 By-law No. W.- _____ - _____  A by-law to authorize the New Major Open Space (Project PK204319). (2.2/7/PEC)	259
13.16.	Bill No. 258 By-law No. W.- _____ - _____  A by-law to authorize the Lambeth Growth Area Greenway PCP Sewershed (Project ES2494) (2.2/7/PEC)	260
13.17.	Bill No. 259 By-law No. Z.-1-21 _____  A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 146 and 184 Exeter Road. (2.5/8/PEC)	261
13.18.	Bill No. 260 By-law No. Z.-1-21 _____  A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714. (2.6/8/PEC)	263
13.19.	Bill No. 261 By-law No. Z.-1-21 _____  A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714. (2.7/8/PEC)	265
13.20.	Bill No. 262 By-law No. Z.-1-21 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street. (3.1/8/PEC)	267

#### 14. Adjournment





## Council Minutes

The 7th Meeting of City Council  
May 4, 2021, 4:00 PM

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

Also Present: C. Saunders and K. Van Lammeren  
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, C. Cooper, K. Dickins, G. Kotsifas, J.P. McGonigle, K. Scherr, M. Schulthess, C. Smith, B. Warner and B. Westlake-Power.  
The meeting was called to order at 4:03 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest with Item 7 (5.1) of the 8th Report of the Strategic Priorities and Policy Report, having to do with an update on City services during COVID-19, by indicating that he is an employee of the Middlesex-London Health Unit.

Councillor S. Turner also discloses a pecuniary interest in Item 5 (2.6) of the 7th Report of the Community and Protective Services Committee and related Bill No. 191, having to do with the amendments to the Open-Air Burning By-law F-7, by indicating that his employer, the Middlesex-London Health Unit have some involvement in the enforcement of the by-law.

### 2. Recognitions

None.

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

Motion made by: M. van Holst  
Seconded by: E. Pelozza

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. 176, being a by-law to confirm the proceedings of the Council Meeting held on the 4th day of May, which will be considered, prior to Stage 14 – Adjournment; and
- b) Stage 9 – Added Reports –Item 9.1 – 7th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, 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): M. Salih

**Motion Passed (14 to 0)**

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

### 5.1 6th Meeting held on April 13, 2021

Motion made by: P. Van Meerbergen

Seconded by: S. Lehman

That the Minutes of the 6th Meeting held on April 13, 2021, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, 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): M. Salih

**Motion Passed (14 to 0)**

## 6. Communications and Petitions

Motion made by: A. Hopkins

Seconded by: S. Hillier

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

6.1 Update - City of London 2020-2021 Winter Response Program for Unsheltered Individuals (Refer to the Community and Protective Services Committee Stage for Consideration with Item 7(2.3) of the 7th Report of the Community and Protective Services Committee);

1. J. Baskey
2. A. Oakey
3. Councillors M. van Holst and S. Lewis
4. E. Blaney

6.2 Homeless Prevention Funding Received in 2021-21 and COVID-19 Response (Refer to the Community and Protective Services Committee Stage for Consideration with Item 8 (2.5) of the 7th Report of the Community and Protective Services Committee);

1. A Badillo, ACORN London

6.3 Animal By-law PH-3 (Refer to the Community and Protective Services Committee Stage for Consideration with Item 12 (4.1) of the 7th Report of the Community and Protective Services Committee);

1. L. Poynter, Paws United Dog Rescue
2. P. Armstrong
3. D. Harris
4. C. Hueston
5. S. Leckie, Animal Outreach Cat Rescue

6.4 Kilally South, East Basin Environmentally Significant Area - 1918 to 2304 and 2005 to 2331 Killally Road (OZ-9275) (Refer to the Planning and Environment Committee Stage for Consideration with Item 8 (3.3) of the 6th Report of the Planning and Environment Committee)

1. L. Kirkness

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, 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): M. Salih

**Motion Passed (14 to 0)**

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

None.

**8. Reports**

8.1 7th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 7th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 5 (2.6) and 7 (2.3).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, 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): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 3rd Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the 3rd Report of the Accessibility Advisory Committee, from its meeting held on March 25, 2021, BE RECEIVED.

**Motion Passed**

3. (2.2) 3rd Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the 3rd Report of the Animal Welfare Advisory Committee, from its meeting held on April 1, 2021, BE RECEIVED.

**Motion Passed**

4. (2.4) Coordinated Informed Response (CIR) Spring Update

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the staff report dated April 20, 2021 with respect to the Coordinated Informed Response (CIR) Spring Update, BE RECEIVED. (2021-S12)

**Motion Passed**

6. (2.7) Fire Safety Grant Transfer Payment Agreement (Relates to Bill No. 180)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the proposed by-law, as appended to the staff report dated April 20, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021, to:

- a) authorize and approve the Fire Safety Grant Transfer Payment Agreement, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshall and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to approve and execute any further amendments to the above-noted Agreement, if the amendments are substantially in the form of the above-noted Agreement; and,
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2021-F11)

**Motion Passed**

8. (2.5) Homeless Prevention Funding Received in 2020-21 and COVID-19 Response

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the staff-report dated April 20, 2021 with respect to the Homeless Prevention Funding Received in 2021-2021 and COVID-19 Response, BE RECEIVED. (2021-S08/F11)

**Motion Passed**

9. (2.8) Security Video Cameras on Private Residential Property

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated April 20, 2021 with respect to Security Video

Cameras on Private Residential Property, BE RECEIVED; it being noted that a verbal delegation from D. Johnstone, with respect to this matter, was received. (2021-P00)

**Motion Passed**

10. (3.1) Swimming Pool Fence By-law - Proposed Amendments  
(Relates to Bill No. 206)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the revised ~~attached~~ proposed by-law, BE INTRODUCED at the Municipal Council meeting held on May 4, 2021 to amend By-law No. PS-5, being "A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences";

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

it being further noted that the communication from B. Robertson, Pool and Hot Tub Council of Canada, as appended to the Added Agenda, was received with respect to this matter. (2021-C01)

**Motion Passed**

11. (3.2) Administrative Monetary Penalties - Application to Municipal By-laws (Relates to Bill No's. 181, 183, 192, 194, 195, 196, 197, 198, 199, 207, 208, 209, 210, 211, 212, and 218)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated April 20, 2021, related to the Administrative Monetary Penalties System:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law A-54, as amended, for the purpose of applying the Administrative Monetary Penalties System By-law to various municipal by-laws;

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-12, referred to as the Pit Bull Dog Licensing By-law, to add a new section in Part 6;

c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-3, referred to as the Animal Control By-law, to add a new section in Part 15;

d) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-4, referred to as the Dog Licensing and Control By-law, to add a new section in Part 9;

e) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be

held on May 4, 2021 to amend By-law PH-7, referred to as the Dog Off-Leash Areas By-law, to add a new section in Section 7;

f) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PS-6, referred to as the Fence By-law, to add a new section in Part 17;

g) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PS-5, referred to as the Swimming Pool Fence By-law, to add a new section in Part 7;

h) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law B-1, referred to as the Naming of Highways and Numbering of Buildings and Lots By-law, to add a new section in Part 7;

i) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-18, referred to as the Public Nuisance By-law, to add a new section in Part 7;

j) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PW-12, referred to as the Sound By-law, to add a new section in Part 7;

k) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PR-2, referred to as the Parks and Recreation By-law, to add a new section in Part 7;

l) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law S.-5868-183, referred to as the Sign By-law, to add a new section in Section in 3.12;

m) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law L.-130-71, referred to as the Vehicle for Hire By-law, to add a new section in Part 18;

n) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PW-2, referred to as the Abandoned Refrigerator, Freezer and Containers By-law, to add a new section in Part 3;

o) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law WM-12, referred to as the Municipal Waste & Resource Materials Collection By-law, to add a new section in Part 12; and,

p) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law S-1, referred to as the Streets By-law, to add a new section in Part 9;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2021-C01)

**Motion Passed**

12. (4.1) Animal By-law PH-3

Motion made by: J. Helmer

That the communication, dated April 1, 2021, from Councillor M. Cassidy, with respect to By-law PH-3, being "A by-law to provide for the regulation, restriction and prohibition of the keeping of animals in the City of London", BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee related to revisions or updates that could be made to the by-law; it being noted that a communication from K. and K. Beattie, as appended to the Added Agenda, with respect to this matter, was received. (2021-P14)

**Motion Passed**

13. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at April 12, 2021, BE RECEIVED.

**Motion Passed**

At 4:10 PM, Councillor M. Salih enters the meeting.

5. (2.6) Amendments to the Open-Air Burning By-law F-7 (Relates to Bill No. 191)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to the staff report dated April 20, 2021 related to Amendments to the Open Air Burning By-law F7:

- a) the above-noted staff report, BE RECEIVED; and,
- b) the proposed by-law, as appended to the above-noted staff report, being "A by-law to provide for the regulation of open air burning in the City of London and to repeal By-law F-7", BE INTRODUCED at the Municipal Council Meeting to be held on May 4, 2021. (2021-P01)

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. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

7. (2.3) Update - City of London 2020-2021 Winter Response Program for Unsheltered Individuals

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Deerness Home, the following actions be taken with respect to the staff report dated April 20, 2021 related to an Update on the City of London 2020-2021 Winter Response Program for Unsheltered Individuals:

- a) the above-noted staff report BE ENDORSED and BE APPROVED;
- b) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary in relation to the above-report; and,
- c) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, as soon as possible, on additional actions that could be taken after the end of June, building on what we have learned from the temporary winter response, to support people who are experiencing homelessness; it being noted that the following communications, as appended to the Added Agenda, were received with respect to this matter:
- A. Luis;
  - C. Scott;
  - I. MacLean;
  - C. Davis;
  - A. Oakey; and,
  - E. Blaney. (2021-S14)

At 4:35 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 4:36 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: M. van Holst  
 Seconded by: S. Lewis

That Item 7 (2.3) of the 7th Report of the Community and Protective Services Committee BE AMENDED by adding the following new part c), and by renumbering the remaining parts of the Item accordingly:

- c) for those warming centres that are to remain open in 2021, the Civic Administration BE DIRECTED to make the necessary arrangements to, where permission is granted, regularly sweep for needles in the area within 100 metres of the warming centre and when requested to do so, to undertake a sweep for needles within 300 metres of the warming centre; and to report back to a future meeting of the Community and Protective Services Committee on the implementation of similar actions for future warming and cooling centres; and,"

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

That Item 7 (2.3), as amended, BE APPROVED, excluding the reference to the property located at 525 Hamilton Road location, as follows:

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 April 20, 2021 related to an Update on the City of London 2020-2021 Winter Response Program for Unsheltered Individuals:



- a) the above-noted staff report BE ENDORSED and BE APPROVED;
- b) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary in relation to the above-report;
- c) for those warming centres that are to remain open in 2021, the Civic Administration BE DIRECTED to make the necessary arrangements to, where permission is granted, regularly sweep for needles in the area within 100 metres of the warming centre and when requested to do so, to undertake a sweep for needles within 300 metres of the warming centre; and to report back to a future meeting of the Community and Protective Services Committee on the implementation of similar actions for future warming and cooling centres; and,
- d) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, as soon as possible, on additional actions that could be taken after the end of June, building on what we have learned from the temporary winter response, to support people who are experiencing homelessness;
- it being noted that the following communications, as appended to the Added Agenda, were received with respect to this matter;

- A. Luis;
- C. Scott;
- I. MacLean;
- C. Davis
- A. Oakey; and,
- E. Blaney (2021-S14)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

The motion to approve the endorsement and approval of the staff report as it pertains to matters related to 525 Hamilton Road is put.

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

Nays: (1): M. van Holst

**Motion Passed (14 to 1)**

Item 7 (2.3), as amended, reads as follows:

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 April 20, 2021 related to an Update on the City of London 2020-2021 Winter Response Program for Unsheltered Individuals:

- a) the above-noted staff report BE ENDORSED and BE APPROVED;
  - b) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary in relation to the above-report;
  - c) for those warming centres that are to remain open in 2021, the Civic Administration BE DIRECTED to make the necessary arrangements to, where permission is granted, regularly sweep for needles in the area within 100 metres of the warming centre and when requested to do so, to undertake a sweep for needles within 300 metres of the warming centre; and to report back to a future meeting of the Community and Protective Services Committee on the implementation of similar actions for future warming and cooling centres; and,
  - d) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, as soon as possible, on additional actions that could be taken after the end of June, building on what we have learned from the temporary winter response, to support people who are experiencing homelessness;
- it being noted that the following communications, as appended to the Added Agenda, were received with respect to this matter;
- A. Luis;
  - C. Scott;
  - I. MacLean;
  - C. Davis
  - A. Oakey; and,
  - E. Blaney (2021-S14)

8.2 7th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 7th Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Integrity Commissioner Agreement

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local

boards:

- a) the staff report, dated April 19, 2021, entitled “Integrity Commissioner Agreement” BE RECEIVED; and,
- b) the City Clerk BE DIRECTED to bring forward to the May 10, 2021 Corporate Services Committee meeting, a draft Agreement between The Corporation of the City of London and Gregory F. Stewart for the provision of services as The Corporation of the City of London’s and local boards Integrity Commissioner for the term ending as determined by the Municipal Council; it being noted that the draft Agreement will include additional provisions which speak to anticipated timelines for responding to complaints and enquiries in accordance with the Code of Conduct for Members of Council.

**Motion Passed**

- 3. (2.4) Declare Surplus - Portion of City-Owned Property – 2846 and 2870 Tokala Trail

Motion made by: M. Cassidy

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, being part of an undedicated road allowance fronting on 2846 Tokala Trail, closed and designated as Parts 4, 6, 8, 9, and 20, Plan 33R-17911, 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, in accordance with the City’s Sale and Other Disposition of Land Policy.

**Motion Passed**

- 4. (2.5) Report of the Federation of Canadian Municipalities Board of Directors -Virtual Meeting - March 9-12, 2021

Motion made by: M. Cassidy

That the communication from Councillor J. Morgan regarding the Federation of Canadian Municipalities (FCM) update on board activities from the virtual meeting held on March 9-12, 2021 BE RECEIVED for information.

**Motion Passed**

- 5. (2.2) Year 2021 Tax Policy (Relates to Bill No's. 177 and 178)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to property taxation for 2021:

- a) the proposed by-law appended to the staff report dated April 19, 2021 as Appendix “A” being a by-law to set tax ratios in the

various property classes, in accordance with Sub-sections 308(4) and 308.1(4) of the Municipal Act, 2001 BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021; it being noted that the 2021 Municipal Tax Ratio By-Law has been prepared reflecting no change to tax ratios;

b) the proposed by-law appended to the staff report dated April 19, 2021 as Appendix “B” being a by-law to set municipal tax rates for the various property classes, in accordance with Sections 307 and 312 of the Municipal Act, 2001 BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021; and,

c) the Civic Administration BE DIRECTED to take no action in 2021 with respect to the adoption of a small business property subclass, to undertake the necessary policy and financial impact analysis including local consultation following release of the regulation by the Province, and to report back to the Corporate Services Committee with recommendations regarding the potential adoption of a small business subclass for the 2022 taxation year and subsequent taxation years.

**Motion Passed**

6. (2.3) Year 2021 Education Tax Rates (Relates to Bill No. 179)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated April 19, 2021 as Appendix “A”, being a by-law to levy education tax rates for 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021.

**Motion Passed**

7. (4.1) Application – Issuance of Proclamation – World Migratory Bird Day

Motion made by: M. Cassidy

That based on the application dated March 30, 2021 from London’s Bird Friendly City Team, May 8, 2021 BE PROCLAIMED World Migratory Bird Day.

**Motion Passed**

8. (4.2) Advisory Committees

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the current Advisory Committee appointments:

a) the current term for the City of London Advisory Committee appointments BE EXTENDED, until December 31, 2021;

b) additional appointments BE MADE for the identified Advisory Committees, whose voting membership is well below that number identified in each of the respective Terms of Reference;

c) the following BE APPOINTED as Voting Member at Large for the term ending December 31, 2021:

i) Accessibility Advisory Committee (Requires up to 4 Members of which a minimum of 1 must have a disability)

Bonnie Quesnel  
Dianne Haggerty  
Jill Teeple  
Katya Pereyaslavskaya

ii) Cycling Advisory Committee (Requires up to 4 Members at Large)

Marieke Mur  
Trevor Wade  
Irina Chulkova  
Dan Doroshenko

iii) Diversity, Inclusion and Anti-Oppression Advisory Committee (Requires up to 7 Members at Large)

Melissa Alder  
Hetham Hani Jamel Abu Kakry  
Nour Al-Farawi  
Wajdi Khouri  
Krista Arnold  
Citlally Maceil  
Beverley Madigan

iv) Trees and Forests Advisory Committee (Requires up to 7 Members at Large)

Samjhana Thapa  
G. Paul Nicholson.

**Motion Passed**

9. (5.1) Corporate Services Committee Deferred Matters List

Motion made by: M. Cassidy

That the Corporate Services Committee Deferred Matters List as of April 12, 2021, BE RECEIVED.

**Motion Passed**

10. (5.2) Application – Issuance of Proclamation – Apraxia Awareness Day

Motion made by: M. Cassidy

That based on the application dated April 14, 2021 from Apraxia Kids, May 14, 2021 BE PROCLAIMED Apraxia Awareness Day.

**Motion Passed**

11. (5.3) Board of Directors – Federation of Canadian Municipalities

Motion made by: M. Cassidy

That the following actions be taken with respect to the communication dated April 15, 2020 from Councillor J. Morgan regarding standing for re-election to the Federation of Canadian Municipalities' Board of Directors and his associated expenses:

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the prestige required to carry the municipal message to the federal government;

WHEREAS an election of FCM's Board of Directors will be held this year;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Josh Morgan to stand for election on FCM's Board of Directors for the 2021/2022 term;

BE IT FURTHER RESOLVED that Councillor J. Morgan be reimbursed by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking re-election to the Board of Directors, in an amount of up to \$500, upon submission of eligible receipts; and

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Josh Morgan attending FCM's Board of Directors meetings, the FCM Annual Conference and AGM and the Trade Show, during the 2021/2022 term.

**Motion Passed**

8.3 6th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 6th Report of the Civic Works Committee BE APPROVED, excluding Item 11 (2.5).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 3rd Report of the Transportation Advisory Committee

Motion made by: E. Pelosa

That the 3rd Report of the Transportation Advisory Committee held on March 23, 2021 BE RECEIVED.

**Motion Passed**

3. (2.2) Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program: Regent Street and Maitland Street Valve Chamber and Instrumentation

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated April 20, 2021, related to the appointment of consulting services for the construction administration of the 2021 Infrastructure Renewal Program Regent Street and Maitland Street Valve Chamber and Instrumentation project:

- a) Dillon Consulting Limited, BE AUTHORIZED to carry out the resident inspection and contract administration for the Regent Street and Maitland Street Valve Chamber and Instrumentation project in accordance with the estimate, on file, at an upset amount of \$349,499.76, including 10% contingency, excluding HST, in accordance with Section 15.2 (g) 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 above-noted staff report;
- 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; 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. (2021-A05)

**Motion Passed**

4. (2.4) Amendments to the Traffic and Parking By-law (Relates to Bill No's. 202, 203, and 204)

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated April 20, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2021-T07/T08)

**Motion Passed**

5. (2.6) 2021 New Traffic and Pedestrian Signals and Pedestrian Crossovers (Relates to Bill No. 205)

Motion made by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated April 20, 2021, related to the planned 2021 signal and pedestrian crossover installations:

- a) the installation of the following traffic signals BE APPROVED:
  - i. Edgevalley Road at Highbury Avenue North;
  - ii. Gainsborough Road at Coronation Drive (west intersection);
  - iii. Huron Street at Vesta Road;
  - iv. North Routledge Park at Hyde Park Road; and,
  - v. Sunningdale Road East at North Wenige Drive;
- b) the installation of the following pedestrian signals BE APPROVED:
  - i. Commissioners Road West at West Springbank Park Entrance; and,
  - ii. Springbank Drive at Quinella Drive; and,
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021, to amend By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London", as it relates to the above-noted installations. (2021-T07/T08)

**Motion Passed**

6. (2.7) Greenway Wastewater Treatment Plant UV Disinfection - Equipment Single Source

Motion made by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated April 20, 2021, related to upgrades to the UV disinfection system at Greenway Wastewater Treatment Plant:

- a) the contract for purchase of a UV disinfection system BE AWARDED to Trojan Technologies as a single source procurement for a total value of \$1,154,700.00 plus HST in accordance with Sections 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) AECOM BE APPOINTED Consulting Engineers in the amount of \$206,639.40, including 10% contingency, excluding HST, in accordance with 15.1 (b) and 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report", as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;



- e) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; 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. (2021-A05)

**Motion Passed**

7. (2.8) Victoria Street Pumping Station Class Environmental Assessment - Notice of Completion

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated April 20, 2021, related to the Victoria Street Pumping Station Municipal Class Environmental Assessment:

- a) the preferred alternative, identified through the Class EA process, as the replacement of the Victoria Street Pumping Station BE ACCEPTED, in accordance with the Schedule 'B' Municipal Class Environmental Assessment process requirements;
- b) the Notice of Completion BE FILED with the Municipal Clerk; and
- c) the Project file for the Victoria Street Pumping Station Class Environmental Assessment BE PLACED on public record for a 30-day review period. (2021-E03/E05)

**Motion Passed**

8. (2.9) Supply and Delivery of Traffic Paint SS21-17

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated April 20, 2021, related to the supply and delivery of traffic paint:

- a) approval hereby BE GIVEN to enter a three-year (3) contract for the supply and delivery of traffic paint with Ennis Paint Canada ULC at the quoted price of \$123,562.00 per year, excluding HST; it being noted that the pricing was provided through participation in the Elgin/Middlesex/Oxford Purchasing Co-Operative (EMOP) and made in accordance with Section 14.4 g) Single Sourcing of the Procurement of Goods and Services Policy which states, "It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body";
- b) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract;
- c) approval hereby BE CONDITIONAL upon the Corporation negotiating prices, terms and conditions with Ennis Paint Canada ULC to the satisfaction of the Manager of Purchasing and Supply and the Managing Director, Environmental and Engineering Services and City Engineer; and,

d) approval hereby BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2021-T06)

**Motion Passed**

9. (2.10) Contract Award: Tender RFT21-23 - 2021 Infrastructure Renewal Program and Mornington Stormwater Management Pond Expansion

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated April 20, 2021, related to the award of contracts for the Mornington Stormwater Management Pond Expansion Project:

a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of, \$4,347,747.11, excluding HST, for the Mornington Stormwater Management Pond Expansion Infrastructure Renewal Project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Limited was the lowest of six bids received and meets the City's specifications and requirements in all areas;

b) the engineering fees for Stantec Consulting BE INCREASED to account for the additional contract administration days for the required oversight for the said project in accordance with the estimates, on file, by an upset amount of \$124,423.20, excluding HST, from \$633,183.39 to a total of \$757,606.59, in accordance with Section 15.2 (g) of the 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 above-noted staff report;

d) the Civic Administration BE AUTHORIZED to undertake all 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 RFT21-23); and,

f) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E05)

**Motion Passed**

10. (2.3) Sewage Overflows and Bypasses Into the Thames River

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated April 20, 2021, with respect to Sewage Overflows and Bypasses Into the Thames River, BE RECEIVED for information; it being noted that a presentation from S. Mathers, Director, Water and Wastewater, A. Rammeloo, Division Manager, Sewer Engineering, and K. Oudekerk, Division Manager,

Wastewater Treatment Operations, with respect to this matter, was received. (2021-E05)

**Motion Passed**

12. (3.1) Street Renaming Portion of Blackwater Road (Plans 33M-764 and 33M-787) File MN-9313 (Relates to Bill No. 213)

Motion made by: E. Pelosa

That, on the recommendation of the Director, Development Services, the proposed by-law, as appended to the staff report dated April 20, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021, to approve the renaming of a portion of "Blackwater Road" from "Sunningdale Road East", northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 shall hereinafter be called and known as Appletree Gate, and the name of the said street is hereby changed accordingly; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2021-T00)

**Motion Passed**

13. (3.2) Amendments to Consolidated Fees and Charges By-law (Relates to Bill No. 182)

Motion made by: E. Pelosa

That, on the recommendation of the City Clerk, on the advice of the Director, Environment, Fleet and Solid Waste, the proposed by-law, as appended to the staff report dated April 20, 2021, being "A by-law to amend By-law A-56 being "A by-law to provide for Various Fees and Charges" by adding fees related to the London Hefty® EnergyBag® Pilot Project and the Bike Lockers Pilot Project", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2021-P01)

**Motion Passed**

14. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List, as at April 12, 2021, BE RECEIVED.

**Motion Passed**

11. (2.5) Update on Resource Recovery Strategy Including Mixed Waste Processing

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the staff report dated April

20, 2021, related to the update on Resource Recovery Strategy including Mixed Waste Processing:

- a) the above-noted staff report BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to take no further action on the Unsolicited Proposal dealing with mixed waste processing; and
- c) the Civic Administration BE DIRECTED to develop details and a background business engagement document to initiate a two-step public procurement process (Request for Qualifications followed by a Request for Proposals) for a resource recovery facility or facilities (including mixed waste processing, mechanical-biological treatment and waste conversion technologies), pilot project or commercial scale, and report back to Civic Works Committee by December 2021 with details on how the process will occur; it being noted that Civic Administration already have direction to examine the potential for small scale, demonstration facilities for resource recovery facilities as part of the London Waste to Resources Innovation Centre, subject to Municipal Council approval. (2021-E07)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 8.4 6th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 6th Report of the Planning and Environment Committee BE APPROVED, excluding Item 8 (3.3).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 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) 3392 Wonderland Road South - Removal of Holding Provision h-17 (H-9298) (Relates to Bill No. 219)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Wonderland Business Centre Inc. and Old Oak Properties, relating to the property located at 3392 Wonderland Road South, the proposed by-law appended to the staff report dated April 19, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 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 Light Industrial (h-17\*LI1\*LI7) Zone TO a Light Industrial (LI1\*LI7) Zone to remove the h-17 holding provision

**Motion Passed**

3. (2.3) Annual Report on Building Permit Fees

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, the staff report dated April 19, 2021 entitled "Annual Report on Building Permit Fees", with respect to building permit fees collected and costs of administration and enforcement of the Building Code Act and regulations for the year 2020, BE RECEIVED for information.

**Motion Passed**

4. (2.4) Building Division Monthly Report for February 2021

Motion made by: P. Squire

That the Building Division Monthly Report for February 2021 BE RECEIVED for information. (2021-A23)

**Motion Passed**

5. (2.2) Recovery Grant Program (Relates to Bill No's. 186, 187, 188, 189, and 190)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and City Planner, the following actions be taken with respect to the Recovery Grant Program:

a) the ~~attached~~, revised, proposed by-law (Appendix "A") being "A by-law to amend C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas", by adding in its entirety Schedule 3 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

b) the ~~attached~~, revised, proposed by-law (Appendix "B") being "A by-law to amend C.P.-1468-176, as amended, being "A by-law to establish financial incentives for the Old East Village Community Improvement Project Area", by adopting in its entirety Schedule 2 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

c) the ~~attached~~, revised, proposed by-law (Appendix "C") being "A by-law to amend C.P.-1481-176, as amended, being "A by-law to establish financial incentives for the SoHo Community Improvement Project Area", by adopting in its entirety Schedule 2 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

d) the ~~attached~~, revised, proposed by-law (Appendix "D") being "A by-law to amend C.P.-1527-248, as amended, being "A by-law

to establish financial incentives for the Hamilton Road Area Community Improvement Project Area”, by adopting in its entirety Schedule B - The Recovery Grant Program Guidelines”, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

e) the ~~attached~~, revised, proposed by-law (Appendix “E”) being “A by-law to amend C.P.-1539-220, as amended, being “A by-law to establish financial incentives for the Lambeth Area Community Improvement Project Area”, by adopting in its entirety Schedule 2 - The Recovery Grant Program Guidelines”, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

f) the Civic Administration BE DIRECTED to transfer \$6,000 of the \$250,000 program funding to the Old East Village Business Improvement Area (BIA) to fund graffiti removal across multiple properties;

g) the Civic Administration BE DIRECTED to transfer \$5,000 of the \$250,000 program funding to the Hamilton Road Business Improvement Area (BIA) to fund graffiti removal across multiple properties;

h) the Civic Administration BE REQUESTED to accept retroactive applications commencing May 4, 2021 if immediate repairs to damage by vandalism are necessary for securing the premises; it being noted that the revised by-laws noted in a) through e) above, provide for retroactive applications to be submitted;

it being further noted that funding for the program is accommodated within the Economic Development Reserve Fund as approved by Municipal Council at its January 12, 2021 meeting.

**Motion Passed**

6. (3.1) Demolition Request for Dwelling on Heritage Listed Property at 88 Wellington Road

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the property located at 88 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources; it being noted that the two stained glass windows pictured in Appendix B of the staff report dated April 19, 2021 should be salvaged prior to the building’s demolition;

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

**Motion Passed**

7. (3.2) Demolition Request for Dwelling on Heritage Listed Property at 92 Wellington Road

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, that the property located at 92 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources;

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

**Motion Passed**

9. (4.1) 2nd Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 2nd Report of the Trees and Forests Advisory Committee from its meeting held on March 24, 2021:

a) the following actions be taken with respect to the Notice of Planning Application, dated February 10, 2021, from S. Meksula, Senior Planner, related to a Draft Plan of Subdivision Official Plan and Zoning By-law Amendment applications for the properties located at 14 Gideon Drive and 2012 Oxford Street West:

i) the Civic Administration BE REQUESTED to provide the Trees and Forests Advisory Committee (TFAC) with the Tree Preservation Plans for the following properties:

- 1478 Westdel Bourne; and,
- 3095 and 3105 Bostwick Avenue;

ii) the Civic Administration BE REQUESTED to provide TFAC with the Tree Preservation Plans for any Notice of Planning Application that is sent to the Committee;

iii) that Civic Administration BE REQUESTED to clarify with the applicant for the above-noted Notice the status of the woodlot located to the east of the turning circle, as illustrated on the Notice;

iv) the above-noted notice, with respect to this matter, BE RECEIVED;

b) the following actions be taken with respect to the Neighbourhood Street Renewal Program:

i) the item BE DEFERRED to the next Trees and Forests Advisory Committee (TFAC) meeting; and,

ii) D. MacRae, Director, Roads and Transportation, BE INVITED to attend the next TFAC meeting, to provide information regarding the program; and,

c) clauses 1.1, 3.1, 3.3, 5.1 and 5.2 BE RECEIVED for information.

**Motion Passed**

10. (4.2) 3rd Report of the Advisory Committee on the Environment

Motion made by: P. Squire

That, the following actions be taken with respect to the 3rd Report of the Advisory Committee on the Environment from its meeting held on April 7, 2021:

a) the following actions be taken with respect to the National Earth Day Event and the 2040 Film:

i) Asha Hodura, London Chapter of the International Circular Economy Club, BE INVITED to a future meeting of the Advisory

Committee on the Environment to speak to the above-noted film and the activities of the International Circular Economy Club; and,  
ii) the communication, movie poster and discussion questions, as appended to the agenda, BE RECEIVED

b) a representative of the London Environmental Network BE INVITED to a future meeting of the Advisory Committee on the Environment (ACE) to speak to the Green Homes London program; it being noted the ACE held a general discussion with respect to the ACE work plan;

c) a Working Group BE CREATED to review the Notice of Planning Application, dated March 31, 2021, from C. Parker, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to Encouraging the Growing of Food in Urban Areas city wide and report back to the Advisory Committee on the Environment; and,

d) clauses 1.1, 2.1, 3.1 and 3.2 BE RECEIVED for information.

### **Motion Passed**

#### 11. (4.3) 4th Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That, the following actions be taken with respect to the 4th Report of the London Advisory Committee on Heritage from its meeting held on April 14, 2021:

a) a Working Group BE CREATED to review the Notice of Planning Application, dated March 10, 2021, from M. Corby, Senior Planner, with respect to a Notice of Application for Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments related to the property located at 850 Highbury Avenue North, as appended to the Agenda, and the Heritage Impact Assessment, dated January 2021, from Zelinka Priamo Ltd., with respect to the property located at 850 Highbury Avenue North, as appended to the Added Agenda, and report back to the May meeting of the London Advisory Committee on Heritage;

b) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the property located at 88 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources; it being noted that the two stained glass windows pictured in Appendix B of the staff report, dated April 14, 2021, should be salvaged prior to the building's demolition;

c) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the property located at 92 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources;

d) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval and approval for alterations to the heritage designated property located at 16 Cummings Avenue, within the Blackfriars/Petersville Heritage Conservation District, BE APPROVED with the following terms and conditions:



- the existing faux wood shakes on the gables be painted;
- the Heritage Planner be circulated on the Building Permit application to verify consistency with the alterations proposed to the porch; and,
- front yard parking be prohibited and the front yard restored to landscape;

e) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for alterations to the heritage designated property located at 574 Maitland Street, in the East Woodfield Heritage Conservation District, BE APPROVED with the following terms and conditions:

- exterior grilles be added to the double-hung windows to create a simulated divided lite pattern on the exterior of the windows; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed; and,

f) clauses 1.1, 2.1 to 2.3, inclusive, 2.5, 3.1, 3.2, 4.1 and 4.6, BE RECEIVED for information.

### **Motion Passed**

8. (3.3) Kilally South, East Basin Environmentally Significant Area - 1918 to 2304 and 2005 to 2331 Kilally Road (OZ-9275) (Relates to Bill No's. 184 and 220)

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application of the City of London relating to the Kilally South, East Basin Environmentally Significant Area (1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road):

a) the attached, revised, proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend the Official Plan to:

- change Schedule "A" (Land Use) on the subject lands FROM Urban Reserve Community Growth, Multi Family Medium Density Residential and Environmental Review designations, TO an Open Space designation and FROM Low Density Residential TO an Environmental Review designation;
- change Map Schedule B1 (Flood Plain and Environmental Features) TO apply an Environmentally Significant Area delineation to the lands identified as the Kilally South, East Basin Environmentally Significant Area that are designated Open Space as amended above; and,
- change Map Schedule B1 (Flood Plain and Environmental Features) TO add Unevaluated Wetlands and Unevaluated Vegetation Patches that are designated Environmental Review as amended above.

b) the attached, revised, proposed by-law (Appendix "B") BE INTRODUCED at a future meeting of Municipal Council after the London Plan maps are in force and effect following the Local Planning Appeals Tribunal Hearings;

i) change the Place Types on Map 1 - Place Types - FROM Neighbourhoods and Environmental Review TO Green Space, and

FROM Environmental Review TO Neighbourhood to align with the limits of the Kilally South, East Basin Environmentally Significant Area;

ii) change the Place Types on Map1-Place Types- FROM Neighbourhood TO Environmental Review; and  
iii) change Map 5 - Natural Heritage - FROM Potential Environmentally Significant Area, Unevaluated Vegetation Patch TO Environmentally Significant Area; and,  
iv) change Map 5- Natural Heritage TO add Unevaluated Wetlands and Unevaluated Vegetation Patches;

c) the attached, revised, proposed by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO an Open Space (OS5) Zone and FROM an Urban Reserve (UR2) Zone and Urban Reserve (UR3) Zone, TO an Environmental Review (ER) Zone; it being noted that the proposed Official Plan and Zoning By-law amendment for the lands located at 2065 Kilally Road will be returned to the Planning and Environment Committee for consideration no later than July 1, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received communications dated April 15, 2021 and April 16, 2021, from S. Stapleton, Auburn Developments, with respect to these matters;

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 these applications for the following reasons:

- the proposed amendments are consistent with the Provincial Policy Statement 2020 as diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features;
- the proposed amendments conform to the policies of the 1989 Official Plan; and
- the proposed amendments conform to the policies of The London Plan.

Motion made by: S. Lewis

Seconded by: S. Hillier

That Item 8 (3.3), Kilally South, East Basin Environmentally Significant Area, BE REFERRED back to the Civic Administration in order to allow an opportunity for the Civic Administration to meet with adjacent property owners and provide additional information, with respect to this matter.

Pursuant to section 11.6 of the Council Procedure By-law, the motion moved by Councillor S. Lewis and seconded by Councillor S. Hillier is withdrawn at the joint request of the mover and seconder and with the consent of the Council.

Motion made by: P. Squire

The motion to approve the recommendation is put.

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application of the City of London relating to the Kilally South, East Basin Environmentally Significant Area (1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road):

a) the ~~attached~~, revised, proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend the Official Plan to:

- i) change Schedule "A" (Land Use) on the subject lands FROM Urban Reserve Community Growth, Multi Family Medium Density Residential and Environmental Review designations, TO an Open Space designation and FROM Low Density Residential TO an Environmental Review designation;
- ii) change Map Schedule B1 (Flood Plain and Environmental Features) TO apply an Environmentally Significant Area delineation to the lands identified as the Kilally South, East Basin Environmentally Significant Area that are designated Open Space as amended above; and,
- iii) change Map Schedule B1 (Flood Plain and Environmental Features) TO add Unevaluated Wetlands and Unevaluated Vegetation Patches that are designated Environmental Review as amended above.

b) the ~~attached~~, revised, proposed by-law (Appendix "B") BE INTRODUCED at a future meeting of Municipal Council after the London Plan maps are in force and effect following the Local Planning Appeals Tribunal Hearings;

- i) change the Place Types on Map 1 - Place Types - FROM Neighbourhoods and Environmental Review TO Green Space, and FROM Environmental Review TO Neighbourhood to align with the limits of the Kilally South, East Basin Environmentally Significant Area;
- ii) change the Place Types on Map1-Place Types- FROM Neighbourhood TO Environmental Review; and
- iii) change Map 5 - Natural Heritage - FROM Potential Environmentally Significant Area, Unevaluated Vegetation Patch TO Environmentally Significant Area; and,
- iv) change Map 5- Natural Heritage TO add Unevaluated Wetlands and Unevaluated Vegetation Patches;

c) the ~~attached~~, revised, proposed by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO an Open Space (OS5) Zone and FROM an Urban Reserve (UR2) Zone and Urban Reserve (UR3) Zone, TO an Environmental Review (ER) Zone; it being noted that the proposed Official Plan and Zoning By-law amendment for the lands located at 2065 Kilally Road will be returned to the Planning and Environment Committee for consideration no later than July 1, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received communications dated April 15, 2021 and April 16, 2021, from S. Stapleton, Auburn Developments, with respect to these matters;

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 these applications for the following reasons:

- the proposed amendments are consistent with the Provincial Policy Statement 2020 as diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features;
- the proposed amendments conform to the policies of the 1989 Official Plan; and
- the proposed amendments conform to the policies of The London Plan.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 8.5 7th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 7th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed

**Motion Passed**

#### 2. (2.2) 3700 Colonel Talbot Road and 3645 Bostwick Road - W-3 Farms Subdivision - Phase 1 - Special Provisions (39T-17503-1)

Motion made by: P. Squire

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 W-3 Lambeth Farms Inc., for the subdivision of lands bounded by Bostwick Road to the east and Colonel Talbot Road to the west; mid-block between Pack Road and the planned Kilbourne Road extension; it being noted that the subject sites, approximately 53.0 ha (130.9 ac) in size, are generally described as Part of Lots 74 and 75, Concession East of the North Branch of Talbot Road (Westminster):

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and W-3 Lambeth Farms Inc., for the W-3 Farms Subdivision, Phase 1 (39T-17503) appended to the staff report dated April 19, 2021 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 April 26, 2021 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 April 26, 2021 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**

- 3. (2.3) 3493 Colonel Talbot Road (H-9284) (Relates to Bill No. 222)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application by York Developments, relating to the property located at 3493 Colonel Talbot Road, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h\*h-100\*R1-8(5)/R1-8(8)) Zone TO a Residential R1 Special Provision (R1-8(5)/R1-8(8)) Zone to remove the “h and h-100” holding provisions.

**Motion Passed**

- 4. (2.4) 1635 Commissioners Road East and 2624 Jackson Road - Extension of Draft Plan Approval (39T-06507)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application by Drewlo Holdings Inc., relating to the lands located at 1635 Commissioners Road East and 2624 Jackson Road, the Approval Authority BE ADVISED that the Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision SUBJECT TO the conditions appended to the staff report dated April 26, 2021 as Appendix “A” (File No. 39T-06507).

**Motion Passed**

- 5. (2.5) 2015 Shore Road - Removal of Holding Provisions (H-9251) (Relates to Bill No. 223)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 2015 Shore Road, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 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/ Residential R7 Special Provision (h•h-206• R6-5(42)/R7(22)• D115•H30) Zone TO a Residential R6 Special Provision/Residential R7 Special Provision (R6-5(42)/R7(22)•D115•H30) Zone to remove the h and h-206 holding provisions.

**Motion Passed**

6. (2.6) 3924 - 4138 Colonel Talbot Road - Heathwoods Subdivision - Phase 2 -Special Provisions (39T-12503-2)

Motion made by: P. Squire

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 Auburn Developments Inc., for the subdivision of land over situated on the east side of Colonel Talbot Road, north of Lambeth Walk, municipally known as 3924-4128 Colonel Talbot Road:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Inc., for the Heathwoods Subdivision, Phase 2 (39T-12503) appended to the staff report dated April 26, 2021 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 April 26, 2021 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 April 26, 2021 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**

7. (2.1) 420 Fanshawe Park Road East (H-9320) (Relates to Bill No. 221)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application by 2431602 Ontario Limited, relating to the property located at 420 Fanshawe Park Road East, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding Residential R1 Bonus (h-5\*R1-7\*B42) Zone to remove the "h-5" holding provision;

it being noted that the Planning and Environment Committee reviewed and received a communication dated April 12, 2021, from F. Sun, by email. (2021-D09)

**Motion Passed**

8. (3.1) 3rd Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 3rd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on April 15, 2021:

- a) the 3095 Bostwick Road Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for a consideration
- b) the Civic Administration BE REQUESTED to consult with the Environmental and Ecological Planning Advisory Committee (EEPAC) on the location of the proposed pathway from the storm pond to White's Bridge; it being noted that the EEPAC reviewed and received mapping from S. Levin, with respect to this matter;
- c) the Civic Administration BE REQUESTED to report back at a future Planning and Environment Committee meeting with respect to the feasibility of continuing with the homeowner education package as part of Special Provisions or to replace it with a requirement to post descriptive signage describing the adjacent natural feature; it being noted that the Environmental and Ecological Planning Advisory Committee (EEPAC) was asked to undertake research on best practices of other municipalities to assist in determining the best method(s) of advising new residents as to the importance of and the need to protect, the adjacent feature; and,
- d) clauses 1.1, 2.1, 2.2, 4.1 to 4.5, inclusive, BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from S. Levin and reviewed and received aerial maps relating to these matters.

**Motion Passed**

9. (3.2) 526 Oxford Street East (OZ-9303) (Relates to Bill No's. 185 and 224)

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner the following actions be taken with respect to the application by 2773070 Ontario Inc. and The Corporation of the City of London, relating to the property located at 526 Oxford Street East:

- a) the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend the Official Plan for the City of London (1989) to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" to allow the site to develop with a personal service establishment with a maximum floor area of 140m<sup>2</sup>;
- b) the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a

Residential R3/Office Conversion (R3-1/OC5) Zone TO a Residential R3/ Office Conversion Special Provision (R3-1/OC5 (\*) Zone;

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

it being noted that the Planning and Environment Committee reviewed and received the staff presentation with respect to this matter;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 which promotes an appropriate range and mix of uses in a settlement area;
- the recommended use conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate the development of a mix use building in the Urban Corridor Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to, Chapter 10 – Policies for Specific Areas, which allows Council to apply specific policies where the change in land use is site specific and located in an area where Council wishes to maintain the existing land use designation while allowing for a site-specific use: and,
- the recommended Zoning By-law Amendment implements an appropriate use and intensity for the site which is compatible with the surrounding area.

### **Motion Passed**

10. (3.3) 1701-1737 Richmond Street (Z-9291) (Relates to Bill No. 225)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application by Richmond Hyland Centre Inc. c/o Westdell Development Corporation, relating to the property located at 1701-1737 Richmond Street, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(\_)) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone;

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

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



- the recommended amendment is consistent with the Provincial Policy Statement, 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 recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Transit Village Place Type and Key Directions; and,
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Enclosed Regional Commercial Node designation.

**Motion Passed**

8.6 8th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 8th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Items 4 (4.2) and 7 (5.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

Councillor S. Turner discloses a pecuniary interest with item 5.1, having to do with an update on City services during COVID-19, by indicating that he is an employee of the Middlesex-London Health Unit.

**Motion Passed**

2. (2.1) Update – Development of the Climate Emergency Action Plan

Motion made by: J. Morgan

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 with respect to the development of the City's Climate Emergency Action Plan BE RECEIVED for information.

**Motion Passed**

3. (4.1) RBC Place London – COVID-19 Financial Impacts

Motion made by: J. Morgan

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

- a) the staff report on RBC Place London COVID-19 Financial Impacts BE RECEIVED for information; and,
- b) RBC Place London BE REQUESTED to review their 10-year capital plan to re-assess priority needs and to mitigate potential capital budget requests through the 2022 Annual Budget Update process.

**Motion Passed**

5. (4.3) 2020 Year-End Capital Budget Monitoring Report and COVID-19 Financial Impacts

Motion made by: J. Morgan

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2020 Year-End Capital Budget Monitoring Report:

- a) it BE NOTED that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the staff report dated April 27, 2021, in accordance with the Multi-Year Budget Policy adopted by By-law No. CPOL.-45-241;
- b) the following actions be taken with respect to the completed capital projects identified in Appendix “C”, as appended to the above-noted report, which have a total of \$14.4 million of net surplus funding:
  - i) the capital projects included in Appendix “C” BE CLOSED;
  - ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in c) i), above:

Rate Supported

- A) pay-as-you-go funding of \$213 thousand BE TRANSFERRED to capital receipts;
- B) authorized debt financing of \$2.5 million BE RELEASED resulting in a reduction of authorized, but unissued debt;
- C) uncommitted reserve fund drawdowns of \$5.2 million BE RELEASED back into the reserve funds which originally funded the projects;

Non-Rate Supported

- D) authorized debt financing of \$2.7 million BE RELEASED resulting in a reduction of authorized, but unissued debt;
- E) uncommitted reserve fund drawdowns of \$2.8 million BE RELEASED back into the reserve funds which originally funded the projects; and,
- F) other net non-rate supported funding sources of \$883 thousand BE ADJUSTED in order to facilitate project closings.

**Motion Passed**

6. (4.4) Greater London International Airport Authority (GLIAA) Board of Directors

Motion made by: J. Morgan

That the communication dated April 8, 2021 from Michelle T. Faysal, Chair, Board of Directors, Greater London International

Airport Authority (GLIAA) BE RECEIVED and the GLIAA BE AUTHORIZED to leave the aforementioned position vacant while undertaking a review of the size and composition of the board.

**Motion Passed**

4. (4.2) 2020 Year-End Operating Budget Monitoring Report and COVID-19 Financial Impacts

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2020 Year-End Operating Budget Monitoring Report:

a) the 2020 Year-End Operating Budget Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets BE RECEIVED for information. An overview of the net corporate positions are outlined below:

- i) Property Tax Supported Budget surplus of \$22.3 million prior to the recommendations listed in this report and contribution to the Operating Budget Contingency Reserve, noting a balanced budget position after factoring in these items;
- ii) Water Rate Supported Budget surplus of \$5.0 million prior to the contribution to the Water Budget Contingency Reserve;
- iii) Wastewater and Treatment Rate Supported Budget surplus of \$3.9 million prior to the contribution to the Wastewater and Treatment Budget Contingency Reserve;

b) the following contributions to reserves in accordance with Council direction from the Mid-Year Report BE RECEIVED for information, noting the contributions were endorsed as funding sources to offset potential financial impacts of COVID-19 on the City's 2021 Budget:

- i) \$12.3 million to the Operating Budget Contingency Reserve, noting the year-end contribution takes into account the contributions listed in items c) and d);
- ii) \$5.0 million to the Water Budget Contingency Reserve;
- iii) \$3.9 million to the Wastewater and Treatment Budget Contingency Reserve;

c) the Civic Administration BE AUTHORIZED to make the following contributions from the Property Tax Supported Budget surplus:

- i) an additional \$5.0 million to the Economic Development Reserve Fund to support social and economic recovery measures, it being noted the total 2020 contribution for these purposes would be equal to \$10.0 million;
- ii) Fleet Management net operational savings of approximately \$1.5 million from the Property Tax Supported Budget be contributed to the Vehicle and Equipment Replacement Reserve Fund to offset increasing vehicle costs, and to mitigate potential near-term budget increases due to these cost pressures;

d) the following allocations from the Property Tax Supported Budget surplus BE APPROVED with respect to RBC Place London:

- i) a one-time grant to support RBC Place operations for the remainder of 2021 in the amount of \$2.5 million;
- ii) a one-time contribution to the RBC Place Renewal Reserve

Fund to ensure funding for the current RBC Place capital plan in the amount of \$1.0 million;

e) the summary of anticipated COVID-19 impacts on the 2021 Budget BE RECEIVED for information, noting these represent updated forecasts and may vary as the impacts of the pandemic and recovery continues to dynamically evolve; and,

f) the presentation providing an overview of the 2020 Year-End Budget Monitoring and 2021 COVID-19 Impacts (Appendix "C" of the staff report dated April 27, 2021) BE RECEIVED for information;

it being noted that the reported year-end position is subject to completion of the financial statement audit; and,

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 22, 2021 from C. Butler with respect to this matter.

Motion made by: J. Morgan

The motion to approve clause 4.2, excluding part d)i) is put.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: J. Morgan

Motion to approve part d) i) is put:

d) the following allocations from the Property Tax Supported Budget surplus BE APPROVED with respect to RBC Place London:  
i) a one-time grant to support RBC Place operations for the remainder of 2021 in the amount of \$2.5 million;

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

7. (5.1) COVID-19 – City of London Services Update (Spring/Summer 2021)

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the staff report dated April 27, 2021, entitled "Covid-19 – City of London Services Update (Spring/Summer 2021)", BE RECEIVED for information.

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)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

12.1 (ADDED) Councillor M. Cassidy - Proclamation Request - Day of Action Against Anti-Asian Racism

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

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion related to a request for support from Councillor Maureen Cassidy of the application from Stop Asian Hate London, submitted on May 2, 2021, to proclaim May 10, 2021 "Day of Action Against Anti-Asian Racism".

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

At 6:01 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 6:05 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

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

That, notwithstanding Council Policy "Issuance of Proclamations Policy" which requires requests for proclamations to be submitted at least six (6) weeks in advance of the requested issuance dates, that based on the application dated May 2, 2021 from Stop Asian Hate London, May 10, 2021 BE PROCLAIMED "Day of Action Against Anti-Asian Racism" day.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**13. By-laws**

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

That Introduction and First Reading of Bill No's 177 to 225, inclusive, BE APPROVED, excluding Bill No. 191.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

That Second Reading of Bill No's 177 to 225, inclusive, BE APPROVED,  
excluding Bill No. 191.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M.  
Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S.  
Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: E. Pelozo  
Seconded by: P. Van Meerbergen

That Third Reading and Enactment of Bill No's 177 to 225, inclusive, BE  
APPROVED, excluding Bill No. 191.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M.  
Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S.  
Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Lehman  
Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 191, BE APPROVED.

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.  
Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

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

That Second Reading of Bill No. 191, BE APPROVED.

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.  
Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

Motion made by: E. Pelozo  
Seconded by: J. Helmer

That Third Reading and Enactment of Bill No. 191, BE APPROVED.

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.  
Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

#### **4. Council, In Closed Session**

Motion made by: A. Hopkins

Seconded by: E. Pelosa

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/7/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/7/CSC)

##### **4.3 Personal Matters/Identifiable Individual**

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters and advice and recommendations of officers and employees of the Corporation, including communications necessary for that purpose. (6.3/7/CSC)

##### **4.4 Litigation/Solicitor-Client Privileged Advice**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to litigation currently before the Superior Court of Justice, Court files No. 7132/12, 1235/13, 1294/13 and 2438/15 affecting the municipality and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/6/CWC)

#### **Motion Passed**

The Council convenes, In Closed Session at 6:11 PM, with Mayor E. Holder in the Chair and all Members participating.

At 6:38 PM, Council resumes into public session, with Mayor E. Holder in the Chair and all Members participating.

#### **9. Added Reports**

##### **9.1 7th Report of Council in Closed Session**

Motion made by: P. Squire

Seconded by: S. Lewis

##### **1. Canadian Pacific Railway, Encroachment Agreement – West London Dyke Project**

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

Manager of Realty Services, with respect to the property owned by the Canadian Pacific Railway Company (CPR), located north of Oxford Street West at the Thames River, further described as Lots 8 and 9, PL 64(W), in the City of London, County of Middlesex, being part of PIN 08247-0154 (LT), as shown on the location map attached as Appendix “B”, for the purpose of constructing a retaining wall and pathway improvements to accommodate the West London Dyke Project, the Encroachment Agreement, substantially in the form attached as Appendix “A”, submitted by Canadian Pacific Railway Company (the “Grantor”), to grant a portion of the subject property to the City to construct the improvements BE ACCEPTED, for the sum of \$12,000.00, subject to the City holding a Commercial General Liability insurance policy with a limit of not less than Ten Million Dollars (\$10,000,000.00) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof.

2. Offer to Purchase Industrial Land – 1649304 Alberta Ltd. – Innovation Industrial Park, Phase 1

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 industrial land located in Innovation Industrial Park, Phase I, containing an area of approximately 5.47 acres and municipally known as 2415 Innovation Drive, legally described as being Part of Block 3, Plan 33M-544, designated as Part 7, Plan 33R-20553, being all of PIN 0818970293, in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “C”, the following actions be taken:

- a) the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by The Corporation of the City of London (the “Purchaser”) to repurchase 5.47 acres of the subject property from 1649304 Alberta Ltd., for the sum of \$344,862.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and,
- b) the financing for the acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

That Introduction and First Reading of Bill No. 176 and Added Bill No.’s 226 to 242, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

At 6:47 PM, Councillor P. Squire leaves the meeting.

Motion made by: A. Hopkins  
Seconded by: M. Cassidy



That Second Reading of Bill No.'s Bill No. 176 and Added Bill No.'s 226 to 242, inclusive, BE APPROVED.

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

Absent: (1): P. Squire

**Motion Passed (14 to 0)**

At 6:48 PM, Councillor P. Squire enters the meeting.

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Third Reading and Enactment of Bill No.'s Bill No. 176 and Added Bill No.'s 226 to 242, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

Bill No.	By-law
Bill No. 176	By-law No. A.-8095-131 – A by-law to confirm the proceedings of the Council Meeting held on the 4th day of May, 2021. (City Clerk)
Bill No. 177	By-law No. A.-8096-132 – A by-law setting tax ratios for property classes in 2021. (2.2a/7/CSC)
Bill No. 178	By-law No. A.-8097-133 – A by-law levying tax rates for property classes in 2021. (2.2b/7/CSC)
Bill No. 179	By-law No. A.-8098-134 – A by-law levying rates for 2021 for school purposes in the City of London. (2.3/7/CSC)
Bill No. 180	By-law No. A.-8099-135 – A by-law to approve and authorize the Fire Safety Grant Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal (the “Province”) and The Corporation of the City of London (the “Recipient”). (2.7/7/CPSC)
Bill No. 181	By-law No. A-54-21005 – A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London”. (3.2a/7/CPSC)
Bill No. 182	By-law No. A-56-21001 – A by-law to amend By-law No. A-56 being “A by-law to provide for Various Fees and Charges” by adding fees related to the London Hefty® EnergyBag® Pilot Project and the Bike Lockers Pilot Project. (3.2/6/CWC)
Bill No. 183	By-law No. B-1-21006 – A by-law to amend By-law No. B-1 referred to as Naming of Highways and Numbering of Buildings & Lots By-law, to amend Part 7. (3.2h/7/CPSC)
Bill No. 184	By-law No. C.P.-1284(vw)-136 – A by-law to amend the Official Plan for the City of London, 1989 relating 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road. (3.3a/6/PEC)
Bill No. 185	By-law No. C.P.-1284(vx)-137 – A by-law to amend the Official Plan for the City of London, 1989 relating to 526 Oxford Street East. (3.2a/7/PEC)
Bill No. 186	By-law No. C.P.-1467(k)-138 – A by-law to amend C.P.-1467-175, as amended, being “A By-law to establish financial incentives for the Downtown Community Improvement Project Areas” by adding in its entirety, Schedule 3 – The Recovery Grant Program Guidelines. (2.2a/6/PEC)

Bill No. 187	By-law No. C.P.-1468(f)-139 – A by-law to amend C.P.-1468-176, as amended, being “A By-law to establish financial incentives for the Old East Village Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines. (2.2b/6/PEC)
Bill No. 188	By-law No. C.P.-1512(a)-140 – A by-law to amend C.P.- 1481-176, as amended, being “A By-law to establish financial incentives for the SoHo Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines. (2.2c/6/PEC)
Bill No. 189	By-law No. C.P.-1527(a)-141 – A by-law to amend C.P.- 1527-248, as amended, being “A By-law to establish financial incentives for the Hamilton Road Area Community Improvement Project Area” by adding in its entirety, Schedule B – The Recovery Grant Program Guidelines. (2.2d/6/PEC)
Bill No. 190	By-law No. C.P.-1539(a)-142 – A by-law to amend C.P.- 1539-220, as amended, being “A By-law to establish financial incentives for the Lambeth Area Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines. (2.2e/6/PEC)
Bill No. 191	By-law No. F-9 – A by-law to provide for the regulation of open air burning in the City of London and to repeal By-law F-7. (2.6/7/CPSC)
Bill No. 192	By-law No. L.-130(b)-143 – A by-law to amend By-law No. L.-130-71 referred to as Vehicle for Hire By-law, to amend Part 18. (3.2m/7/CPSC)
Bill No. 193	By-law No. L.S.P.-3491-144 – A by-law to enact a Heritage Easement Agreements of the property at 39 Carfrae Street, pursuant to the provision of the Ontario Heritage Act. (Heritage Easement)
Bill No. 194	By-law No. PH-3-21016 – A by-law to amend By-law No. PH-3 referred to as Animal Control By-law, to amend Part 15. (3.2c/7/CPSC)
Bill No. 195	By-law No. PH-4-21029 – A by-law to amend By-law No. PH-4 referred to as Dog Licensing and Control By-law, to amend Part 9. (3.2d/7/CPSC)
Bill No. 196	By-law No. PH-7-21005 – A by-law to amend By-law No. PH-7 referred to as Dog Off-leash Areas By-law, to amend Section 7. (3.2e/7/CPSC)
Bill No. 197	By-law No. PH-12-21004 – A by-law to amend By-law No. PH-12 referred to as Pit Bull Dog Licensing By-law, to amend Part 6. (3.2b/7/CPSC)

Bill No. 198	By-law No. PH-18-21005 – A by-law to amend By-law No. PH-18 referred to as Public Nuisance By-law, to amend Part 7. (3.2i/7/CPSC)
Bill No. 199	By-law No. PR-2-21005 – A by-law to amend By-law No. PR-2 referred to as Parks and Recreation Area By-law, to amend Part 7. (3.2k/7/CPSC)
Bill No. 200	By-law No. PS-113-21064 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London. (2.17/5/CWC)
Bill No. 201	By-law No. PS-113-21065 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London. (2.17/5/CWC)
Bill No. 202	By-law No. PS-113-21066 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London (2.4/6/CWC)
Bill No. 203	By-law No. PS-113-21067 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London (2.4/6/CWC)
Bill No. 204	By-law No. PS-113-21068 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London (2.4/6/CWC)
Bill No. 205	By-law No. PS-113-21069 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London (2.6/6/CWC)
Bill No. 206	By-law No. PS-5-21006 – A by-law to amend By-law PS-5 entitled “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences.” (3.1/7/CPSC)
Bill No. 207	By-law No. PS-5-21007 – A by-law to amend By-law No. PS-5 referred to as Swimming Pool Fence By-law, to amend Part 7. (3.2g/7/CPSC)
Bill No. 208	By-law No. PS-6-21003 – A by-law to amend By-law No. PS-6 referred to as Fence By-law, to amend Part 17. (3.2f/7/CPSC)
Bill No. 209	By-law No. PW-2-21002 – A by-law to amend By-law No. PW-2 referred to as Abandoned Refrigerator, Freezer & Containers By-law, to amend Part 3 (3.2n/7/CPSC)
Bill No. 210	By-law No. PW-12-21005 – A by-law to amend By-law No. PW-12 referred to as Sound By-law, to amend Part 7 (3.2j/7/CPSC)

Bill No. 211	By-law No. S-1-21015 – A by-law to amend By-law No. S-1 referred to as Streets By-law, to amend Part 9. (3.2p/7/CPSC)
Bill No. 212	By-law No. S.-5868(b)-145 – A by-law to amend By-law No. S.-5868-183 referred to as Sign By-law, to amend Section 3.12. (3.2l/7/CPSC)
Bill No. 213	By-law No. S.-6123-146 – A by-law to rename a portion of “Blackwater Road” from “Sunningdale Road East”, northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 to “Appletree Gate”. (3.1/6/CWC)
Bill No. 214	By-law No. S.-6124-147 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as part of Paulpeel Avenue) (Chief Surveyor – plan of subdivision requiring 0.3m reserve on abutting plan, 33M-691, for unobstructed legal access through a subdivision)
Bill No. 215	By-law No. S.-6125-148 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, east of Jennifer Road) (Chief Surveyor – for road widening purposes, registered as ER1354410, pursuant to SPA20-029 and in accordance with Zoning By-law Z.-1)
Bill No. 216	By-law No. W.-5672-149 – A by-law to authorize the Dearness Home Auditorium Expansion (Project No. DH1100) (2.5/6/CPSC)
Bill No. 217	By-law No. W.-5673-150 – A by-law to authorize the Road Networks Improvements (Main) (Project No. TS144621) (2.5d/5/CWC)
Bill No. 218	By-law No. WM-12-21017 – A by-law to amend By-law No. WM-12 referred to as Municipal Waste & Resource Materials Collection By-law, to amend Part 12. (3.2o/7/CPSC)
Bill No. 219	By-law No. Z.-1-212924 – A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3392 Wonderland Road South. (2.1/6/PEC)
Bill No. 220	By-law No. Z.-1-212925 – A by-law to amend By-law No. Z.-1 to rezone 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road. (3.3c/6/PEC)
Bill No. 221	By-law No. Z.-1-212926 – A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 420 Fanshawe Park Road East. (2.1/7/PEC)

Bill No. 222	By-law No. Z.-1-212927 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3493 Colonel Talbot Road. (2.3/7/PEC)
Bill No. 223	By-law No. Z.-1-212928 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2015 Shore Road. (2.5/7/PEC)
Bill No. 224	By-law No. Z.-1-212929 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 526 Oxford Street East. (3.2b/7/PEC)
Bill No. 225	By-law No. Z.-1-212930 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1701-1737 Richmond Street. (3.3/7/PEC)
Bill No. 226	(ADDED) By-law No. A.-8100-151 – A by-law to authorize and approve an Encroachment Agreement between The Corporation of the City of London and Canadian Pacific Railway Company, with respect to the property legally described as Lots 8 and 9, Plan 64(W), in the City of London, County of Middlesex, being part of PIN 08247-0154 (LT), for the West London Dyke Project, and to authorize the Mayor and the City Clerk to execute the Agreement (6.1/7/CSC)
Bill No. 227	(ADDED) By-law No. A.-8101-152 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1649304 Alberta Ltd. for the purchase of industrial land located in Innovation Industrial Park, Phase I, containing an area of approximately 5.47 acres and municipally known as 2415 Innovation Drive, legally described as being Part of Block 3, Plan 33M-544, designated as Part 7, Plan 33R-20553, being all of PIN 0818970293, in the City of London, County of Middlesex, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/7/CSC)
Bill No. 228	(ADDED) By-law No. A.-8102-153 – A by-law to repeal By-law No. A.-7499-37 entitled “A by-law to appoint Barry Card as Managing Director, Corporate Services and City Solicitor” and to appoint Barry Card as Deputy City Manager, Legal Services. (City Clerk)
Bill No. 229	(ADDED) By-law No. A.-8103-154 – A by-law to appoint Kevin Dickins as Deputy City Manager, Social and Health Development. (City Clerk)
Bill No. 230	(ADDED) By-law No. A.-8104-155 – A by-law to appoint George Kotsifas as Deputy City Manager, Planning and Economic Development. (City Clerk)

Bill No. 231	(ADDED) By-law No. A.-8105-156 – A by-law to repeal By-law No. A.-7563-166 entitled “A by-law to appoint Anna Lisa Barbon as the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer of The Corporation of the City of London” and to appoint Anna Lisa Barbon as Deputy City Manager, Finance Supports. (City Clerk)
Bill No. 232	(ADDED) By-law No. A.-8106-157 – A by-law to repeal By-law No. A.-7488-14 entitled “A by-law to appoint Kelly Scherr as Managing Director, Environmental Services and City Engineer” and to appoint Kelly Scherr as Deputy City Manager, Environment and Infrastructure. (City Clerk)
Bill No. 233	(ADDED) By-law No. A.-8107-158 – A by-law to repeal By-law No. A.-7899-285 entitled “A by-law to appoint Cheryl Smith as Managing Director, Neighbourhood, Children and Fire Services” and to appoint Cheryl Smith as Deputy City Manager, Neighbourhood and Community-Wide Services. (City Clerk)
Bill No. 234	(ADDED) By-law No. A.-8108-159 – A by-law to repeal By-law No. A.-7631-514 entitled “A by-law to appoint Scott Stafford as Managing Director, Parks and Recreation”. (City Clerk)
Bill No. 235	(ADDED) By-law No. A.-8109-160 – A by-law to repeal By-law No. A.-6627-82 entitled “A by-law to appoint John M. Fleming as City Planner”. (City Clerk)
Bill No. 236	(ADDED) By-law No. A.-8110-161 – A by-law to delegate to the Deputy City Manager, Social and Health Development or their written designate, to undertake all the administrative, financial and reporting acts, including approval of Registered Early Child Educator Service Provider Exemptions and approval for Serious Incident reporting, with respect to the approval processes under the EarlyON and Family Centre Program under the Child Care and Early Years Act, 2014. (City Clerk)
Bill No. 237	(ADDED) By-law No. A.-8111-162 – A by-law to appoint Shirley Glover, Director, Life Stabilization, as Administrator pursuant to the Ontario Works Act, 1997. (City Clerk)
Bill No. 238	(ADDED) By-law No. A.-8112-163 – A by-law to appoint Barry Card as the City Solicitor. (City Clerk)
Bill No. 239	(ADDED) By-law No. A.-8113-164 – A by-law to appoint Anna Lisa Barbon as the City Treasurer. (City Clerk)

Bill No. 240	(ADDED) By-law No. A.-8114-165 – A by-law to appoint Peter Kokkoros as the Chief Building Official. (City Clerk)
Bill No. 241	(ADDED) By-law No. B.-98-166 – A by-law to appoint the Chief Building Official and Inspectors under the Building Code Act, 1992, S.O. 1992, c.23, as amended for the purposes of enforcement of said Act. (City Clerk)
Bill No. 242	(ADDED) By-law No. A.-8115-167 – A by-law to transfer delegated authority to reflect organizational changes. (City Clerk)

**14. Adjournment**

At 6:49 PM, Councillor S. Lewis leaves the meeting.

Motion made by: P. Squire

Seconded by: S. Turner

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 6:50 PM.

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Ed Holder, Mayor

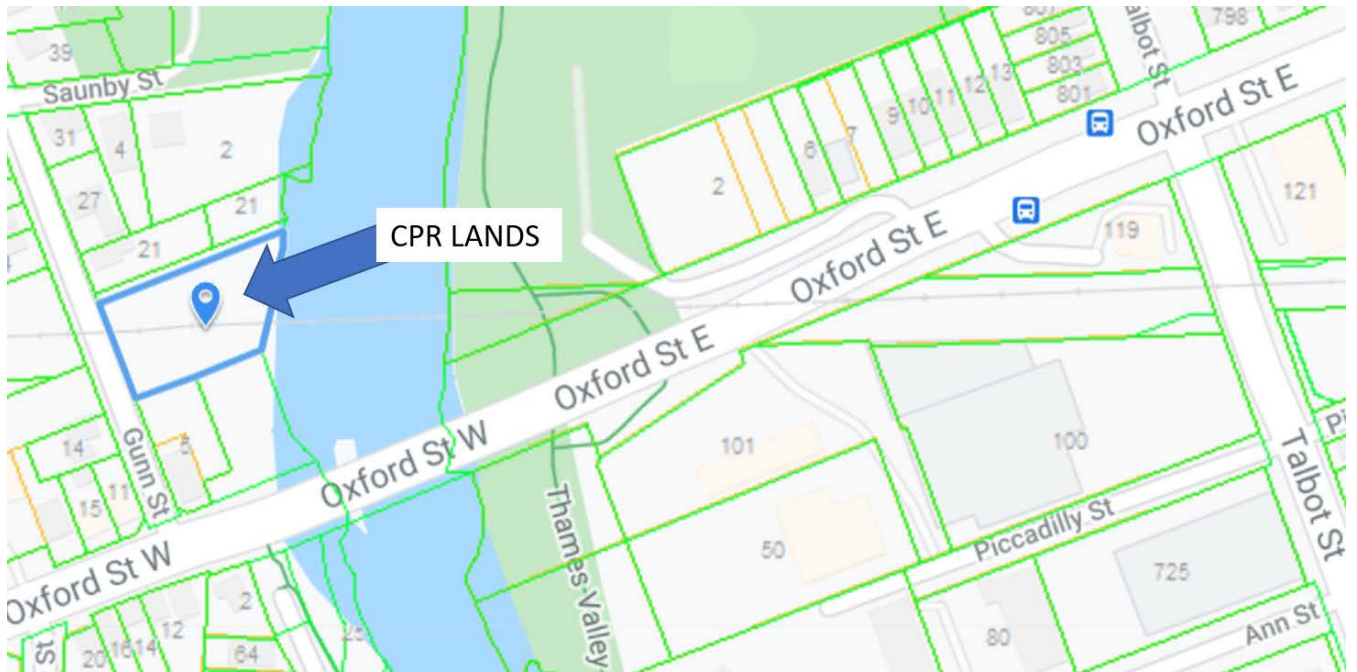
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Catharine Saunders, City Clerk



# Appendix B – Location Map

## Canadian Pacific Railway Lands



## Aerial Location Map



For Illustration Purposes Only – Not to Scale

File: \_\_\_\_\_

**Encroachment Agreement**

**THIS AGREEMENT made this 31 day of March, 2021.**

**BETWEEN:**

**CANADIAN PACIFIC RAILWAY COMPANY**

a body corporate with an office at the  
City of Calgary in the Province of Alberta

(the "Grantor")

**- and -**

**The Corporation of the City of London**

(the "Grantee")

**RECITALS:**

A. The Grantor is the registered owner in fee simple of the following lands:

**As per the attached Schedule "A"**

**(the "CPR Lands")**

**Legal Description: LTS 8 & 9 PL 64(W) LONDON**

B. The Grantee is the registered owner in fee simple of the following lands:

**AS PER ATTACHED SCHEDULE "A"**

**(the "Grantee's Lands").**

**Legal Description: PT LTS 10 & 11 PL 64(W) AS IN YB36007; EXCEPT 782946;  
"DESCRIPTION IN YB36007 MAY NOT BE ACCEPTABLE IN FUTURE" LONDON**

C. A portion of the West London Dyke Project – Phase 7 (the "Encroachment") to be constructed on the Grantor's Lands as shown shaded in red on the plan attached as Schedule "A" (the "Encroachment Area") and made a part hereof.

D. The Grantee has requested that the Grantor consent to the construction of the Encroachment on the Encroachment Area and the parties have agreed to allow the Encroachment to remain on the Encroachment Area on the CPR Lands, subject to the covenants, terms and conditions as set out in this Agreement. This Agreement shall be effective as of March 31, 2021.

## Appendix A Cont'd – Encroachment Agreement

IN CONSIDERATION of a one-time fee in the sum of Twelve Thousand Dollars (\$12,000.00) plus HST paid by the Grantee to the Grantor, and the covenants and terms contained in this Agreement, the parties hereto agree as follows:

1. The Grantor hereby grants to the Grantee a revocable license for the construction, maintenance and continued existence of the Encroachment on the CPR Lands, subject to the Grantee complying with the covenants, terms and conditions of this Agreement.
2. The license granted shall be for as long a period as the Encroachment on the Encroachment Area exists and this license shall automatically terminate as soon as the Encroachment no longer exists or the Grantor provides 90 day notice to the Grantee that the Encroachment Area is required for the Grantor's railway operations. The Grantee hereby, on behalf of itself and its successors and assigns agrees release and discharge the license upon receipt of notice to the Grantee that the Encroachment Area is required for the Grantor's railway operations.
3. The Grantee covenants and agrees that it shall not build any additional structures or improvements on the Encroachment Area. The Grantee shall exercise the rights granted in a careful and skillful manner so as to not interfere with the Grantor's operations or use of the CPR Lands. The Grantee further covenants and agrees that it shall keep the Encroachment maintained in a proper and safe condition during the term of the license. The Grantee shall not permit any builders' liens to be registered against the CPR Lands, and if any are filed the Grantee shall discharge same within 30 days of the date of registration, however this shall not imply consent or agreement on the part of the Grantor to allowing any construction on the Encroachment Area.
4. The Grantor agrees that it, its successors and assigns shall be responsible for all rates, assessments, real property taxes, school taxes or similar taxes which are assessed against the Encroachment Area portion of the CPR Lands due to the Encroachment being on the Encroachment Area.
5. The Grantee agrees that it shall not register any encumbrance against the CPR Lands with respect to this Agreement. This license is not an interest in land which runs with the Land.
6. Indemnification:
  - a) The Grantee shall indemnify and save harmless the Grantor from and against any and all claims, actions, judgments, liabilities and expenses (including legal expenses on a solicitor and client basis) whomsoever made, in respect of loss, damage or destruction of property, or personal injuries, including death arising from or out of any occurrence upon the Encroachment Area; or the use of the Encroachment Area (or any portion) by the Grantee or its employees or agents; or occasioned wholly or in part by an act or omission of the Grantee, its employees, and agents, or by anyone permitted by the Grantee to be upon the Encroachment Area.
  - b) The Grantee hereby releases and discharges the Grantor from and against all losses, costs, injuries including death, expenses, damages, claims and liabilities whatsoever, direct or consequential, incurred or suffered by the Grantor by reason of the entry upon the Encroachment Area by the Grantee or its employees, agents or contractors or by anyone permitted by the Grantee to be upon the Encroachment Area (notwithstanding that permission may have been granted by the Grantor) and any other matter or occurrence whatsoever, including any act, omission or negligence of the Grantor, its

## Appendix A Cont'd – Encroachment Agreement

employees, agents or contractors or arising from or in connection with the use, maintenance or existence of the Encroachment on the Encroachment Area. The parties agree that the covenants and provisions in Section 6 shall survive expiration or termination of this Agreement.

- c) The Grantee shall indemnify and save harmless the Grantor from any fines, penalties or expenses levied or charged against the Grantor or the Grantee by any governmental authority, court or board pursuant to any law, by-law or regulation for the protection of the environment as a result of the business or activities of the Grantee on the Encroachment Area during the term of this Agreement.
7. The Grantee shall, for as long a period as the Encroachment on the Encroachment Area exists, at its cost and expense, take out and keep in full force and effect the following insurance:
- a) Commercial General Liability insurance policy with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall, by its wording or by endorsement include but not be limited to the following:
    - i. include the Grantor, and its associated or affiliated subsidiaries (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Grantee under this Agreement and incidental thereto;
    - ii. include a "cross liability" clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
    - iii. include blanket contractual liability including the insurable liabilities assumed by the Grantee under this Agreement;
    - iv. include broad form products and completed operations;
    - v. provide non-owned auto liability coverage;
    - vi. include contingent employer's liability;
    - vii. include sudden and accidental pollution liability;
    - viii. include tenants legal liability; and
    - ix. shall not exclude operations on or in the vicinity of the railway right of way.
  - b) "All Risks" insurance upon property of every kind and description owned by the Grantee or in its care, custody and control including, without limitation, rolling stock, stock in trade, furniture, fittings, installations, alterations, additions, partitions, fixtures, plate glass, Grantee's Encroachment, other approved improvements, and all parts of the facilities which the Grantee is obligated to keep in repair under this Agreement. All of the foregoing shall be valued on a replacement cost basis.

If requested by Grantor, or by a third party acting on Grantor's behalf, the Grantee is to provide written advice from the Workers' Compensation Board of the Province for which the contract will be executed, evidencing that the Grantee has complied in all respects with the Workers' Compensation Act of that province.

The Grantee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities under this Agreement.

## Appendix A Cont'd – Encroachment Agreement

The Grantee agrees that the insurances it maintains are primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Grantee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section. Grantee shall, prior to the commencement of this Agreement, and upon the insurance renewal date thereafter, furnish to Grantor a copy of the certificate(s) of insurance evidencing the above insurance coverage. Such certificate of insurance shall be sent by email to [cprail@ebix.com](mailto:cprail@ebix.com). Grantor shall have no obligation to examine such certificate(s) or to advise the Grantee if its insurance coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the stipulated coverage set out herein shall in no way whatsoever imply that Grantor has waived its insurance requirements.

The Grantee shall provide Grantor with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident or claim has been discovered. The Grantee is responsible for any deductible and excluded loss under the insurance. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The policies shall be endorsed to provide Grantor with not less than thirty (30) days written notice in advance of cancellation. Such notice shall be sent by email to [cprail@ebix.com](mailto:cprail@ebix.com).

Grantor reserves the right to maintain the insurance coverage in good standing at Grantee's expense and to require Grantee to obtain additional insurance where, in Grantor's reasonable opinion, the circumstances so warrant. If the Grantee fails to maintain the insurances required under this Agreement, Grantor may, at its option, terminate this Agreement without notice.

8. The Grantee covenants that it will not bring, keep or store upon the Encroachment Area any Hazardous Substances (as hereinafter defined).
  - a) "**Hazardous Substances**" for the purposes of this Agreement means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
    - i) radioactive, explosive, poisonous, or toxic substances;
    - ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
    - iii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons or the health of animal life or causes damage to plant life or to property;
    - iv) substances declared to be hazardous, toxic or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction over the Grantor, Grantee or the Encroachment Area.
9. This Agreement shall extend to, be binding upon and enure to the benefit of the successors and assigns of the Grantor and the Grantee respectively.

## Appendix A Cont'd – Encroachment Agreement

10. This Encroachment and throughout the term of this license, shall be subject to the requirements of any governmental authority, including but not limited to the Canadian Transportation Agency, Transport Canada, or any other authority having jurisdiction over the Grantee or its operations. If this Encroachment becomes contrary to any law, regulation, order or other direction of such authority at any time the Encroachment shall immediately terminate.
11. This Encroachment sets forth the entire agreement between the parties and the Grantee agrees that there are no representations or warranties affecting the granting of the Encroachment other than as herein set out.
12. The Grantee shall upon the discontinuance of use of the Encroachment on the Encroachment Area, demolish and remove at its own expense, from the Encroachment Area, the Encroachment within 90 days of such discontinuance. The Grantee shall vacate and leave the Encroachment Area in a neat, clean and level condition, free and clear of all waste material and Hazardous Substances of any kind whatsoever all to the satisfaction of the Grantor and in compliance with all applicable environmental laws, regulations, directives and orders. If requested by the Grantor, the Grantee shall obtain, at the Grantee's sole cost and expense, a report from an independent consultant approved by the Grantor verifying that the Grantee has complied with the provisions of the Section, or if that is not the case, reporting the extent and nature of failure to comply with the provisions of this Section. If the Grantee fails to promptly obtain the report, the Grantor may at its sole option, obtain such report from an independent consultant of its choice, and Grantee will immediately pay to Grantor all costs and expenses incurred with respect to the report. Should the Grantee fail to carry out such work as required to comply with the provisions of this section, the Grantor may carry out such work and the Grantee shall immediately pay to the Grantor all costs and expenses incurred by the Grantor in so doing. The parties agree that the provisions of Section 11 shall survive termination of this Agreement.
13. This Agreement shall be construed in accordance with the laws of the Province of Alberta.
14. The parties hereto have executed this Agreement as of the date first above written.

### CANADIAN PACIFIC RAILWAY COMPANY

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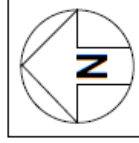
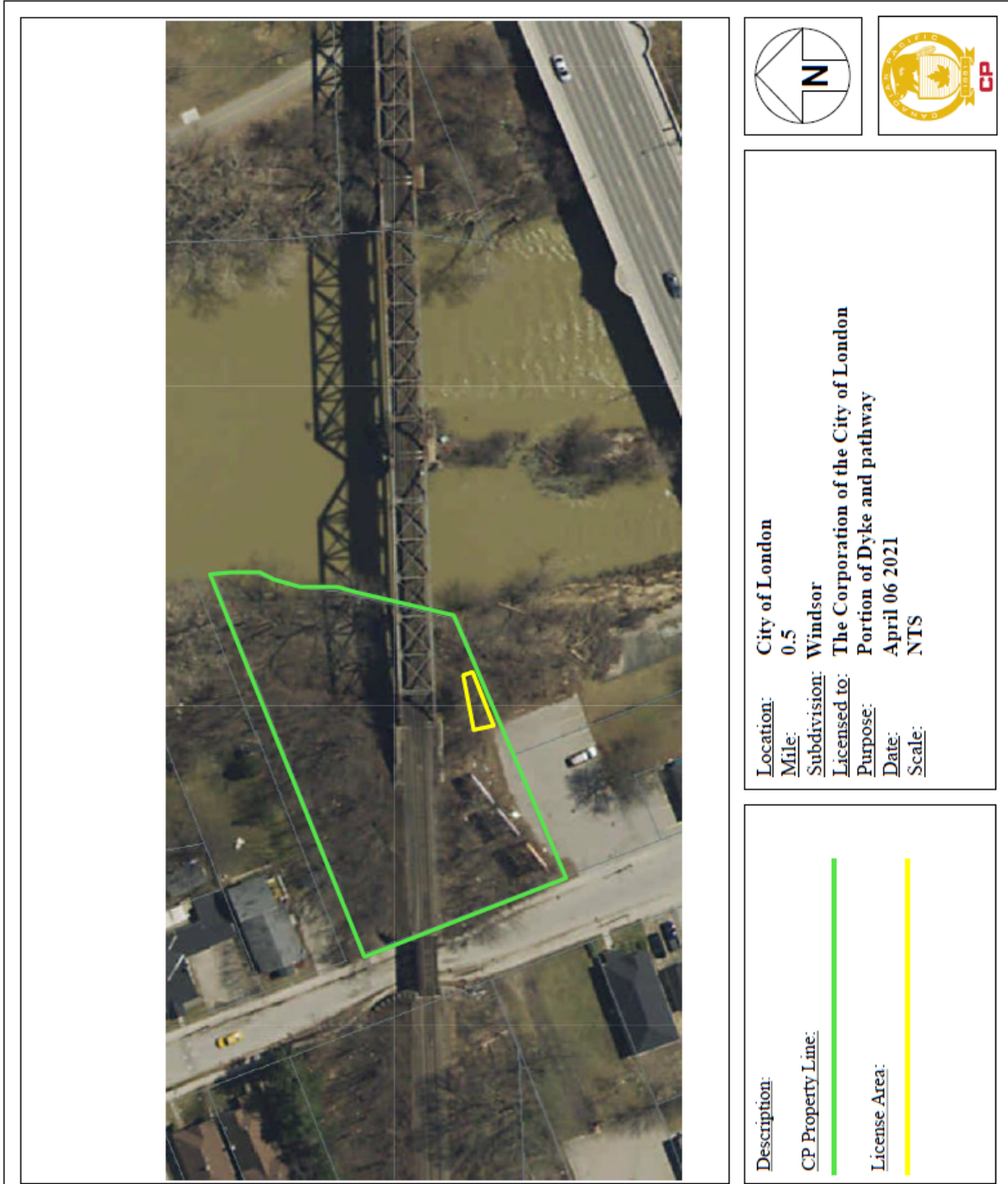
Frank Gulas  
Manager, Real Estate Ontario & Manitoba

### THE CORPORATION OF THE CITY OF LONDON



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Name:  
Title:

**SCHEDULE "A"**



Location: City of London  
Mile: 0.5  
Subdivision: Windsor  
Licensed to: The Corporation of the City of London  
Purpose: Portion of Dyke and pathway  
Date: April 06 2021  
Scale: NTS

Description:  
CP Property Line:   
License Area: 

**Appendix C – Location Map and Aerial**



For illustration purposes



Sketch shown for illustration purposes



## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** 1649304 ALBERTA LTD.

**REAL PROPERTY:**

Address 2415 INNOVATION DRIVE

Location WEST SIDE OF INNOVATION DRIVE

Measurements IRREGULAR, 528.40 ft x 474.38 ft x 268.49 ft x 320.31 ft x 344.51 ft  
(5.47 ACRES)

Legal Description:

Being Part Block 3 in Plan 33M-544, Designated as Part 7 in 33R- 20553 being all of PIN 018970293 located in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property"),

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be Three Hundred and Forty-Four Thousand Eight Hundred and Sixty Two Dollars CDN (\$344,862.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **May 31<sup>st</sup> 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **June 7<sup>th</sup> 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **June 18<sup>th</sup> 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without

## Appendix B – Agreement of Purchase and Sale Cont'd

interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

IN WITNESS WHEREOF The Corporation of the City of London hereto 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 No.

\_\_\_\_\_ of the Council of The Corporation of the City of London passed the  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

**Appendix B – Agreement of Purchase and Sale Cont'd**

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS  
HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER  
SIGNING OFFICERS, as the case may be) this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SIGNED, SEALED AND DELIVERED  
In the Presence of

1649304 ALBERTA LTD.

Per: 

Name: Manfred Schmidt

Title: Principal, 1649304 Alberta Ltd.

Per: 

Name: Norman Rust

Title: Principal, 1649304 Alberta Ltd.

*I/We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: Max P. Cheng Barrister & Solicitor, Notary Public 420 Highway 7 east, suite 201, Richmond Hill, Ontario, L4B 3K2 (905) 707-8808 Fax (905) 707-8809

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530



**SCHEDULE B**

1. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).
2. **FARM LEASE:** If applicable, the Vendor agrees to terminate any existing farm lease for the property on or before the Closing of this transaction.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.

# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#21055  
April 19, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Offer to Purchase Industrial Land, 1649304 Alberta Ltd.  
Innovation Industrial Park, Phase 1  
(Subledger LD190028)  
Capital Project ID1145 - Future Industrial Land Acquisition  
1649304 Alberta Ltd.

**Finance and Corporate Services Report on the Sources of Financing:**

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

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Land Acquisition	36,061,690	35,290,525	356,615	414,550
City Related Expenses	26,591	26,591	0	0
<b>Total Expenditures</b>	<b>\$36,088,281</b>	<b>\$35,317,116</b>	<b>\$356,615</b>	<b>\$414,550</b>

**Sources of Financing**

Capital Levy	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund	9,588,281	8,817,116	356,615	414,550
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	15,200,000	0	0
<b>Total Financing</b>	<b>\$36,088,281</b>	<b>\$35,317,116</b>	<b>\$356,615</b>	<b>\$414,550</b>

**Financial Note:**

Purchase Cost	\$344,862
Add: Legal Fees etc.	2,000
Add: Land Transfer Tax	3,648
Add: HST @13%	45,092
Less: HST Rebate	-38,987
<b>Total Purchase Cost</b>	<b>\$356,615</b>

Jason Davies  
Manager of Financial Planning & Policy

lp

**CRAM & ASSOCIATES**  
*Barristers & Solicitors*

SUITE 514  
200 QUEENS AVENUE  
LONDON, CANADA  
N6A 1J3

Telephone (519) 673-1670  
Fax: (519) 439-5011

John W. Cram, Q.C. (1923 - 1995)  
Ian R. K. Cousins  
Robert T. Furlonger (Retired)  
Paul W. Vandenbosch  
Daniel R. Mailer  
Kevin C. K. Wilbee  
Vicky M. Medeiros

Email: [pbosch@cramassociates.com](mailto:pbosch@cramassociates.com)  
Direct Extension: 229

May 19, 2021

The Corporation of the City of London  
300 Dufferin Street  
London, Ontario  
N6B 1Z2

Attention: Mayor & Members of Council

By email to [PPMClerks@london.ca](mailto:PPMClerks@london.ca)

Dear Mayor & Members of Council:

re: Mount Pleasant Cemetery Lands  
2631 Hyde Park Road - 1521 Sunningdale Road, London

We act on behalf of Mount Pleasant Cemetery (London) Inc., the owner of the above-noted lands. The lands are currently designated as "Open Space" in the 1989 Official Plan and "Green Space" in the London Plan.

Our client has determined that the future use of the property as a cemetery is no longer realistic and has entered into an Agreement of Purchase & Sale to sell the property to Auburn Developments. In an effort to advance the development of the property, our client applied to the City for an Official Plan Amendment to have the lands designated as "Neighbourhood".

The application was considered by the Planning Committee on May 10, 2021. Rather than supporting our client's request, City staff recommended to the committee that the lands be designated as "Urban Reserve-Community Growth" which recommendation was supported by the committee. The committee's decision has resulted in a "down designation" of the property which is contrary to our client's interests.

May 19, 2021

It is our understanding that the staff recommendation was not part of the formal Public Notice in that the Notice did not reference the proposed change of land use to 'Urban Reserve-Community Growth'. Accordingly, the decision appears to have circumvented due process and does not represent good land use planning. We therefore ask that the matter be referred back to the Planning Committee for reconsideration.

Yours very truly,

CRAM & ASSOCIATES

Per:

A handwritten signature in blue ink, appearing to read 'Paul W. Vandenbosch', written over the printed name below.

Paul W. Vandenbosch

PWV:dt



2021 May 19

Mayor Ed Holder  
City of London  
Mayor's Office  
300 Dufferin Avenue  
London, Ontario  
N6B 1Z2

Dear Mayor Holder and Members of Council:

The Thames Valley District School Board (TVDSB) administration team watched with interest the discussion regarding the proposed development at 2631 Hyde Park Road and 1521 Sunningdale Road West (File O-9190) at the Planning and Environmental Meeting on May 10, 2021. Several questions came up about the TVDSB's position that I would like to address.

1. TVDSB received both permission and funding from the Ministry of Education to proceed with the construction of a new elementary school in northwest London (generally in the area north of Fanshawe Park Road West and west of Wonderland Road North) in October of 2020. This school is desperately needed.
2. Available land in this part of London is extremely limited. There are no available school blocks within existing developments in this part of the City. To date, this is the only property that has been offered to us for a school site through the course of our discussions with developers in the area.
3. The school we intend to build will accommodate 802 pupils (Kindergarten-Grade 8) as well as 88 childcare spaces.
4. In general, our schools in northwest London are overcapacity with the most proximal school to this site, Sir Arthur Currie (SAC), operating at over 160% of its intended capacity. The new school will alleviate accommodation pressures at existing schools as well as accommodate enrollment from future growth in this area.
5. SAC was built for 533 students and we are expecting approximately 950 students at this school over the course of the 2021-2022 school year. This number is expected to grow in future years. SAC currently has 12 portable classrooms on site, and this will increase to 17 units next school year given the enrollment growth at the school. In addition, we are in the process of procuring a

portable washroom building in order to continue meeting Ontario Building Code requirements. These temporary measures require a permanent solution.

6. At the May 10th meeting, there were concerns raised about students having to cross Sunningdale Road West in order to attend school. Students in London cross arterial roads every day The TVDSB has plans in place in order to assist with active transportation to our schools.
7. TVDSB is in the process of submitting business cases to the Ministry of Education to construct new schools in west and southwest London as well as to build a permanent addition at Eagle Heights Public School in order to assist with student enrollment pressures. In addition, the board has initiated an attendance area review process to address enrollment challenges across London.

Thank you for your interest in this matter and please do not hesitate to contact us if you require further information.

Yours truly,



Jeff Pratt  
Associate Director  
Organizational Support Services

JP/tl

c: Gary Blazak, Senior Advisor to the Mayor  
Geoff Vogt, Superintendent of Facility Services and Capital Planning

# Report to London City Council

## Property Standards By-Law CP-16

Mera Atalla  
Honours Double Major in Sociology and Criminology

Ryley Hawkes  
Criminology with Minor in Psychology

Lucas Kleinert  
Major in Criminology

Mariam Niazi  
Major in Sociology

Alison White  
Double Major in Psychology  
Honours Specialization in Criminology

*In Association with*  
LIFE\*SPIN

Community Engaged Learning ~ Report to Council  
Submitted May 17, 2021

Dear Members of Council

As part of our Sociology of Deviance course at Western University, we collaborated on a law review project, with LIFE\*SPIN, as part of our Community Engaged Learning. This report is our submission to City Council regarding By-Law CP-16. We thank you for the opportunity to provide London's City Council our recommendations on the Property Standards By-Law.

LIFE\*SPIN is a local organization that serves low-income families in London Ontario and is an advocate for their struggles. Low-income families are one of the marginalized groups in London and their voices are not heard and their rights are not upheld. On February 8<sup>th</sup>, 2021, we launched our housing survey to over 300 of LIFE\*SPIN'S clients inquiring about their housing conditions. The survey was conducted into two parts. One, for those living in low-income housing. The other, for anyone to submit the address and photos of an abandoned property. This report reflects the submissions made in regards to derelict housing – homes that are in violation of property standards. The survey was open for responses for a period of one month and we received an overwhelming number of responses. With the help of our survey many low-income families were able to identify issues with their homes that would enable us to report to you. In one way or another, their living conditions were often in a state of infraction of by-law C-16 and yet changes to the By-Law being proposed, will create no change for these families. After looking at the data presented by London residents, we submit that we concur with LIFE\*SPIN's report to Council, dated March 2, 2021.

Property standards and its related by-laws are an essential part of both municipal and provincial legislation. These aforementioned by-laws regulate property maintenance and occupancy standards, thus ensuring public safety in or around existing buildings and vacant land. Such standards intend to outline the reasonable care and upkeep, as is a responsibility of the respective owner. This is especially important as it relates to tenants, particularly those who are at risk, due to income barriers. Safety risks resulting from various factors, including both ignorance and disregard by many landlords who neglect to maintain suitable living conditions. Thus, those who rent are often required to address these issues either independently or through a property standards complaint. Because of this, it is immensely evident how a lack of enforcement may negatively affect the health and wellbeing of an already at-risk population.

Whilst analyzing various data sets, certain patterns prevailed. These patterns tend to provide a more in-depth understanding towards systemic issues that by-law revisions should consider. The data submitted through the 2021 property survey, was considerably uniform across the city of London, with few substantial inconsistencies. With that being said, citizens identified a higher concentration of vacant buildings throughout both south and south east London, relative to that of the rest of the city. Disenfranchised neighbourhoods often lack the energy and resources to demand improvements. However, the presence of this discernible uniformity suggests the issue of unenforced property standards is immensely prevalent across London, rather than being condensed to individual neighborhoods.

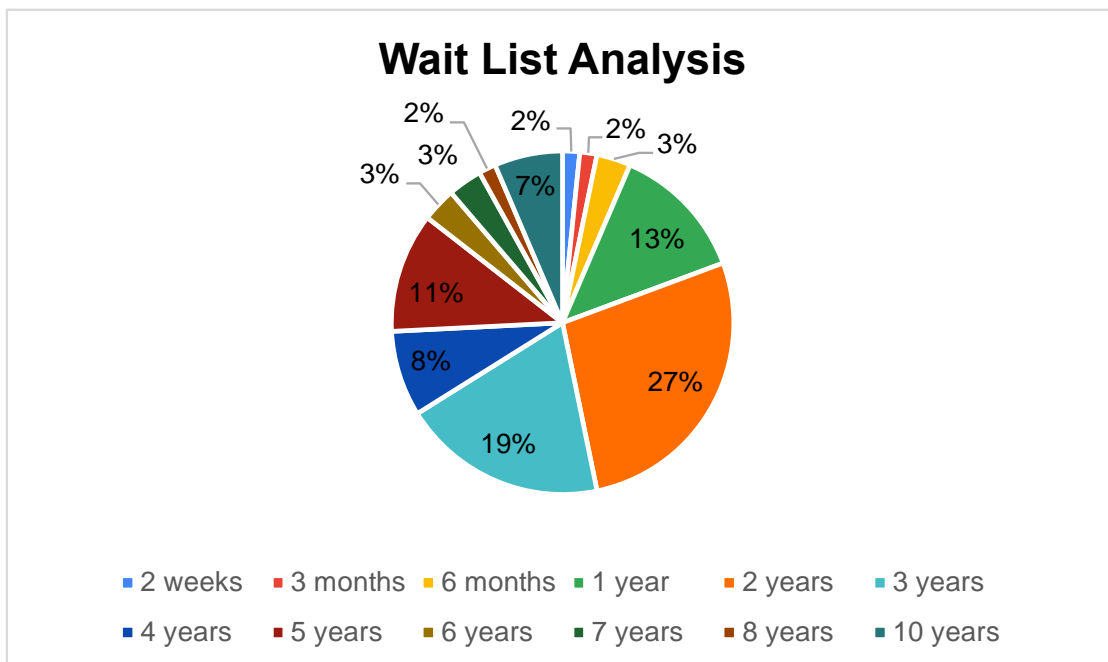
Currently, requests for inspections, made on clearly derelict properties, are met with an automated message: “Please send your Landlord or Property Manager a dated letter or email outlining the repairs that need to be conducted at your rental property and retain a copy for your own records”. Denying an accessible and fair reporting and appeal process for those tenants who are living in substandard conditions, denies tenant rights and discourages community efforts at “making living conditions suitable”. The system for reporting properties in contravention of the Property Standards By-Law needs to be revised.

In particular, many tenants feel they have no choice but to live in substandard conditions, as a result of fear of losing their housing if they report the property owner’s violations. However, if a report is filed by a tenant and a property owner requests an appeal, it would be prudent to send an officer to do a thorough inspection of the property. This would remove some of the burden on the tenant to become the single party responsible for enforcement.

Furthermore, neighbours living next to these properties and surrounding community workers/organizers, social assistance workers, and CAS workers should also be able to submit requests for inspection when they are aware the residents are living in unsafe conditions.

**Who needs property standards to be enforced?**

There are a few points that we want to highlight and emphasize in this report. First and most importantly it is *human dignity*. From the responses we have received so far almost 14% are on the wait list for subsidizing housing. The Property Standards will have no affect if there is not serious enforcement. When we asked in the survey about subsidizing housing almost 14% of respondents were wait listed. However, the wait list seems to have a very common theme. Most the respondents have been on the wait list for 2-3 years, others up to 10 years. 7% of those on the wait list have been on there for 10 years, that is more than those on there for a few weeks or even months. It is clear that their needs are not being met and they have been ignored for a long period of time. Others have it worse, a few of the respondents reported that they were taken off the list without knowing why. Others do not know if they should be on the list, which goes to show the minimal information that is provided to low-income communities to insure they have proper living conditions.



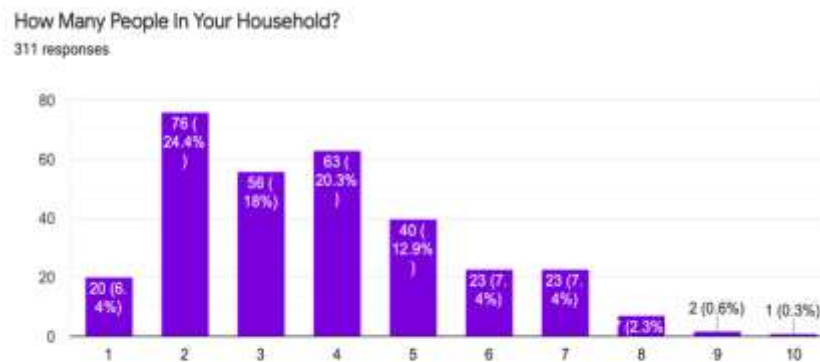
## The Survey

The survey was conducted for a one-month period. We posted the survey on LIFE\*SPIN's social media accounts and the London Free Press published the link to the survey as well. There were 310 surveys completed by self-identified respondents.

- 54 households did not have a working Smoke Detector outside each their bedrooms
- 78 households have leaking/dripping taps, or does their toilet continuously fills
- 59 households have water leaks in their ceilings
- 38 households have broken windows
- 117 households have flooring that is not in good repair
- 102 households have outlets or lighting that does not work
- 91 households have appliances that are broken
- 130 households have other repairs needed. We will provide quotes from the surveys at the end of our submission, describing some of these issues.

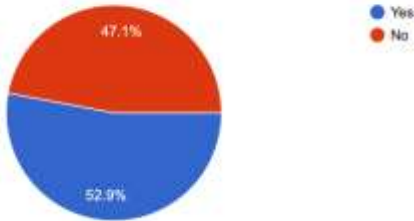
Results of the survey show that more than 80% of the households referenced maintenance issues ((249 of the 310). Furthermore, 55% of the households referenced multiple issues (171 of the 310).

## Screenshots from the survey-

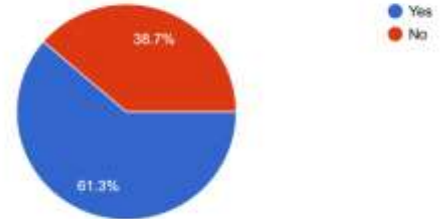


We also identified how many residents lived in each household, and how many bedrooms were available in the home. Almost 10% of the households had more than 2 people sharing a room.

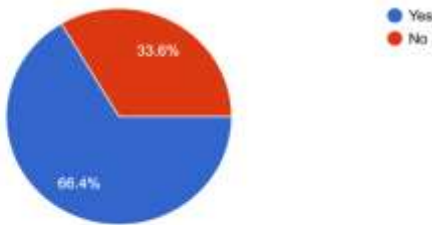
Do you have a working Carbon Monoxide Detector in your home?  
306 responses



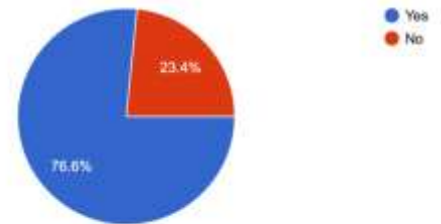
Is your flooring in good repair?  
305 responses



Do all of your outlets and lights work?  
307 responses

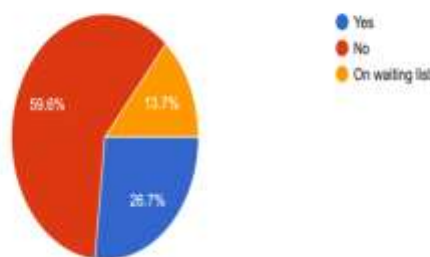


Have you notified your landlord of the repairs needed?  
299 responses



It is important to look at the relationship between household members and the issues they have in their homes. The majority of renters are living in private-market dwellings. Many are missing the basic requirements in every home. Carbon monoxide detectors are a necessity for the safety of these families and to alert them of the unknown. Working outlets, proper flooring and adequate plumbing are also things that are a need not a want. The landlords of these derelict homes are in clear violation of by-law C-16 and they are placing these families' lives in danger by ignoring their proper needs and rights.

Do you live in subsidized housing?  
307 responses



It is also important to note that almost 77% of respondents have notified their landlords of any issues that need to be fixed and yet they have not been repaired. It is not about licensed repair needs, like electrical and plumbing, Basic repairs to flooring can also prevent serious injuries. A few reported being injured by broken tiles and are afraid for their children. Unsafe conditions also include mold, infestations, walls and windows that are leaking or missing screens. These all go against any human right and many safety requirements. People are afraid that their bathrooms or ceilings might fall on them due to water leakage. Any repairs that were done, were done improperly and half hearted. Landlords are now hiding behind the pandemic and are using it as an excuse to ignore any repairs that are required of them. However, tradespeople are still working across the city, so this is not a valid excuse for any repairs needed.

*A few of our respondents sent pictures of their homes showing us the conditions they are living in.*



According to the proposed changes to by-law C-16 the landlord will be fined if they do not meet the standards. However, as noted above and from the survey many of the landlords seem to ignore their tenants' requests and the by-law enforcement office is not conducting actual inspections. Inspections are needed Pre and Post any enforcement orders, to ensure that all of the issues found in home inspections are addressed.

The respondents are living in unfit homes and unfit environments and no actions have been taken to change that. The pandemic has brought on a huge strain to many of the low-income families, requiring them to also stay at home in these unsafe properties. The City needs to consider them important enough to keep them healthy and secure. No one should have to worry about getting cuts on their feet from broken tiles or fear that their ceilings may fall on them.



## Our Asks

**Enforcing the laws** will help close up that inequality gap that many families are living in. We would also like to reiterate LIFE\*SPIN's point from their submission of March 2<sup>nd</sup>, that if the landlord or property owner does not do the repairs, the city needs to take serious actions to do so. If the repairs cannot be done, we ask the city to create different measures to move and protect the tenants into more secure housing.

Second thing we would like to bring up is **social equity and equality**. Low-income tenants do not receive the proper level of attention for their rights. We are requesting that you consider the creation of an Affordable Housing policy that will protect the tenants and create a safe environment for them. There seems to be a lack of acknowledgment that tenants will never receive a copy of an appeal for a Property Standards Order. There needs to be a way for them to receive the proper assistance to participate in a Hearing process, without a charge. These are low-income families who are already living in unfit environments and do not need added pressure on them. While tenants may be able to access the Housing Tribunal, they need to demonstrate that they have had the City confirm that the property does not meet the property standards.

The system for reporting violations and getting action on the violations does not currently work at all. The proposed by-law revisions do not implement a process of changing the conditions they are living in.



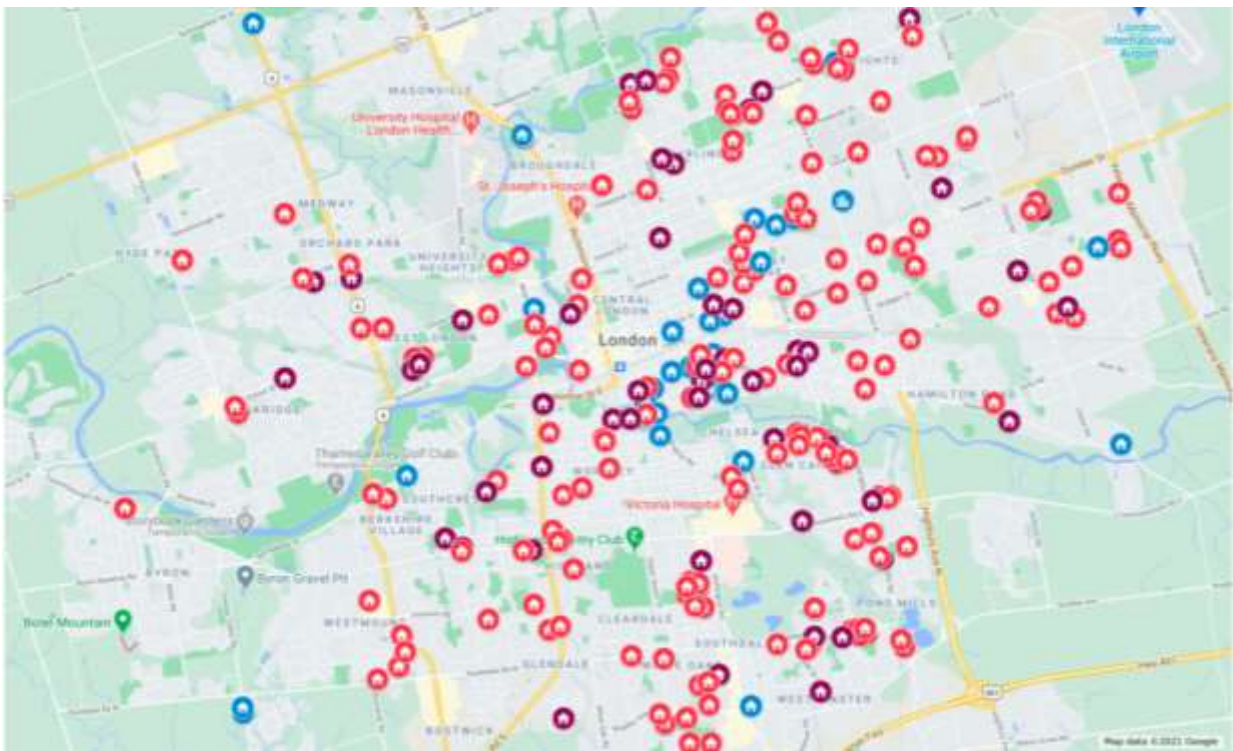
**Rebuilding Trust** with our community can start with inspections of properties already identified as potentially not meeting the existing or proposed By-Law CP-16. To that end, we are providing a starting point. We are requesting that these properties be inspected for their conformity to our community standards.

## Where is vacant and derelict housing in London?

We created a mapping tools where citizens of London could post addresses that they felt needed to be inspected by the City of London By-Law Enforcement. The map covers properties identified for a one-month period.

The mapping allowed Londoners to identify vacant and derelict houses located here in London Ontario. Our group has added over 300 addresses, of which over 250 are homes in need of inspections and repairs. The blue icons represent vacant properties not secured according to vacant property standards. The red icons indicate properties that Londoners felt were in need of property standards inspections. The burgundy icons represent properties where the violations to property standards and requests for repairs were confirmed as reported to their landlords.

This shows the extent of the problem and the dire need for action and change. We are requesting that the City begin to enforce these by-laws and have regular check-ups on the derelict houses. We respectfully ask that the council takes serious strategies to be put in place, so people are held accountable, and tenants begin to feel safe once again.



**This map indicates properties that citizens have identified for potential bylaw infractions. We are requesting that the city inspect these properties.**

The results of the mapping were posted as of March 2, 2021 and can be viewed at [https://www.google.com/maps/d/u/2/edit?hl=en&mid=1G5friNkco\\_AIYSds-ra9AclNyu0ahT\\_1&ll=42.97665083706703%2C-81.26252975000001&z=11](https://www.google.com/maps/d/u/2/edit?hl=en&mid=1G5friNkco_AIYSds-ra9AclNyu0ahT_1&ll=42.97665083706703%2C-81.26252975000001&z=11)

## Quotes from the survey

“if you turn the oven and tv on at the same time, the circuit in the whole apartment blows”

“The cupboards in the kitchen are broken, the bathroom is full of black mold, there is garbage in the back of the apartment all the time, the apartment is always cold, the ceiling in the one bedroom collapsed, the bathroom ceiling leaks”

“Holes in my walls, all of the railings fell off of the wall, doors missing, floor needs to be fixed”

“Cracks in walls, ceiling damaged, light fixture hanging from ceiling”

“Bathroom -water leaks through to living room through the ceiling”

“Screens on front and back doors, kitchen sink backs up regularly and pipe underneath sometimes leaks/falls off”

“foundation broken, due to a tree falling through the window and it’s constantly leaking. Mold everywhere. No hot water working.”

“One room isn't insulated properly, useless in the winter time. Too cold to sleep in.”

“Bathroom is ukered - need tub surround redone and fully brought up to code. It’s linoleum over top of some mold infested crap. Kitchen counter and all taps in the house leak and need replacement”

“Leak in second bedroom has been there since I've been here and they were aware of it then, 15 years ago, it's been documented on my yearly inspections, it's been looked at by our maintenance guy last year and still not fixed. Covid is now blamed for inside work, but the leak is from outside! Hole can be plugged yet 15 years! And nothing”

“Flooring parka is falling apart. Tiles are broken and I sliced my foot open. I have covered them in tape now to protect my kid’s feet. Ceiling in bathroom leaks when it storms.”

“Bedroom window broken, living room carpet is old and my kids get sick often. Back door is loose from the hinges and has been months like that. The rental office doesn't do anything about it. A lot of repairs need to be done. I been living here since 2004.”

“I have been waiting for a fridge for a week. The ceilings leak in three different parts of the home, my windows don't open upstairs and the balcony is unsafe”

“Have had a hole in the ceiling in my kitchen for about 2 years now and has been patched up once, but happened again, about a year ago now, and they still haven't come to fix it. I'm afraid the bathroom is going to come through the kitchen ceiling eventually, with all the water damage there is.”

“Bathroom paint peeling BAD and mould, cupboard doors in kitchen are broken and off”

“Missing bathroom door, some of the door don't close properly, both front and side door are not sealed properly and front door isn't installed properly, all windows are not sealed properly, flooring in the kitchen and bathroom on the main floor are loose and broken, towel racks are missing, towel rack in the main bathroom fell off the wall because it will put on with doubled-sided tape, the kitchenette sink taps don't work right-water comes out slow, the place wasn't clean or painted and we were forced to take it as is, the hot water tank isn't hooked up right and goes against the fire code: it's plugged into a extension cord, one of the plugs in the furnace room has to be plugged into another plug to work, the floors were full of cockroaches bodies because they just sprayed and now they are coming back again, and a lot of rats outside. I have brought all this to my landlord's attention through email and phone call and haven't heard from them about any maintenance work being done, nor any spraying being done. My parents and I are paying too much rent for all these problem. All they worried about is getting the rent from the tenants and they don't do any plowing in the winter”

“Foundation is slowly falling apart, can move walls, paint chipping or peeling, was told to get my own contractor”

“Kitchen wall and ceiling is cracked open, swollen and running water from multiple bulges and leaks. Hallway wall in stairwell is the same”

“Doors need fixing, outlets need to be covered. Need a smoke detected put in. I did need bathroom door fixed but a neighbour did it for me. Need a new fridge and stove. They are from the 70s and barely hanging on and oven does not close all the way so food doesn't cook properly. My apartment is freezing and I cannot afford the extra heat needed to keep up warm, so me and my 3-year-old son live on the couch with blankets and barely ever move from under them.”

“Major bug issues, filth and minimal upkeep in common areas, stairwells usually have urine”

“Holes in walls, broken doors, gigantic hole and mold in closet, gigantic hole in son's closet”

“Need electric heating baseboards replaced; only 2 are working, plumbing and electrical needs updating”

“I have a lot that I have put in requests and housing hasn't done the work (for over 6 years). I have a cracking foundation that is making my rental unstable, to the point where the walls are separating from the floor. I have floors separating from the wall and bending so that it's like walking up a hill. I have a broken fan in my bathroom. I have my bathroom tub that has been personally scrubbed, but the black mold keeps coming back from behind the tiles on the wall. I have two broken cupboards. My floors aren't safe, to the point where you see the wood panels they laid down and there are nails. A lot of electrical problems as well. Plus, we have mice.”

# Planning and Environment Committee

## Report

8th Meeting of the Planning and Environment Committee  
May 10, 2021

PRESENT: Councillors P. Squire (Chair), S. Lewis, S. Lehman, A. Hopkins, S. Hillier, Mayor E. Holder

ALSO PRESENT: H. Lysynski and M. Ribera

Remote Attendance: Deputy Mayor J. Morgan and Councillor M. van Holst; I. Abushehada, J. Adema, A. Anderson, G. Barrett, M. Corby, P. Di Losa, M. Fabro, M. Feldberg, P. Kokkoros, G. Kotsifas, H. McNeely, T. Macbeth, C. Maton, L. Marshall, L. McNiven, S. Meksula, L. Mottram, B. Page, M. Pease, C. Saunders, B. Somers, M. Tomazincic, M. Vivian and P. Yeoman

The meeting is called to order at 4:00 PM, with Councillor P. Squire in the Chair, Councillor S. Lewis present and all other Members participating by remote attendance

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Lehman

Seconded by: S. Lewis

That Items 2.2 to 2.8, inclusive, BE APPROVED.

Yeas: (5): P. Squire, S. Lewis, S. Lehman, A. Hopkins, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.2 1620 Noah Bend (Block 95, Plan 33M-733) - (P-9338)

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 95, Plan 33M-733 from Part-Lot Control:

a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at a future Council meeting, to exempt Block 95, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(4)) which permits street townhouse dwellings;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 95, Plan 33M-733 as noted in clause a) above:

- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
- ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
- iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
- iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
- v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) the applicant shall provide a draft transfer of the easements to be registered on title;
- xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question; and,
- xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1620 Noah Bend to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D05)

**Motion Passed**

2.3 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 & 3) - (P-9304)

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

That, on the recommendation of the Director, Development Services, based on the application by Prosperity Homes, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the

Municipal Council meeting to be held on May 25, 2021 to exempt Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c.P. 13*, for a period not exceeding three (3) years. (2021-D05)

**Motion Passed**

2.4 3964 Mia Avenue (33M-765, Block 2) - (P-9305)

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

That, on the recommendation of the Director, Development Services, based on the application by Prosperity Homes, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to exempt Block 2, Plan 33M-765 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c.P. 13*, for a period not exceeding three (3) years. (2021-D05)

**Motion Passed**

2.5 146 and 184 Exeter Road – Middleton Subdivision - Phase 3 - Removal of Holding Provisions - (H-9294)

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

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 146 and 184 Exeter Road, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h•h-100•R1-4(29)) Zone and a Holding Residential R1 Special Provision (h•h-100•R1-13(7)) Zone TO a Residential R1 Special Provision (R1-4(29)) Zone and a Residential R1 Special Provision (R1-13(7)) Zone to remove the h and h-100 holding provisions. (2021-D09)

**Motion Passed**

2.6 1639–1685 Brayford Avenue – Removal of Holding Provision - (H-9336)

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

That, on the recommendation of the Director, Development Services, based on the application by Jefferson Homes Ltd., relating to lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the h-37 holding provision. (2021-D09)

**Motion Passed**

2.7 2258–2334 Wickerson Road – Removal of Holding Provision - (H-9337)

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

That, on the recommendation of the Director, Development Services, based on the application by Kape Developments Ltd., relating to lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h-37•R1-3(7)) Zone TO a Residential R1 Special Provision (R1-3(7)) Zone, and FROM Holding Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the h-37 holding provision. (2021-D09)

**Motion Passed**

2.8 1284 and 1388 Sunningdale Road West - Kent Subdivision - Phase 3 - Special Provisions - (39T-04510-3C)

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

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 Foxhollow North Kent Development Inc., for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Development Inc., for the Foxhollow North Kent Subdivision, Phase 3C (39T-04510-3C) appended to the staff report dated May 10, 2021 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 May 10, 2021 as Appendix "B";
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2021-D12)

**Motion Passed**

2.1 London Plan Appeals Update – Results of April 15, 2021 Local Planning Appeal Tribunal (LPAT) Decision

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



That, on the recommendation of the Director, City Planning and City Planner, the staff report dated May 10, 2021 entitled "London Plan Appeals Update - Results of April 15, 2021 Local Planning Appeal Tribunal (LPAT) Decision", with respect to an update on the status of London Plan Appeals, BE RECEIVED for information. (2021-L01)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

### **3. Scheduled Items**

#### **3.1 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street (TZ-9316)**

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, with respect to the application of Farhi Holdings Corporation relating to the properties located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-70) Zone for a period not exceeding three (3) years;

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

- a communication dated May 3, 2021 from M. Smith, by e-mail;
- a communication dated May 4, 2021 from K. Langdon, by e-mail;
- a communication dated May 4, 2021 from G. Anastasiadis, by e-mail;

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 extension to the Temporary Use (T-70) Zone is consistent with the Provincial Policy Statement, 2020;
- the recommended extension to the Temporary Use (T-70) Zone conforms to the in-force policies of the 1989 Official Plan, including but not limited to, the Temporary Use By-law policies;
- the recommended extension to the Temporary Use (T-70) Zone conforms to the in-force policies of The London Plan, including but not limited to, the Temporary Use Provisions;
- the recommended extension to the Temporary Use (T-70) Zone does not compromise the ability to achieve the long-term goals of Our Move Forward: London's Downtown Plan;
- the recommended extension to the Temporary Use (T-70) Zone is appropriate to help maintain an adequate supply of parking to service businesses in the Downtown and on Richmond Row pending the gradual transition away from the use of surface commercial parking lots as transit ridership increases and as alternative parking spaces are provided; and,

- the parking lots have existed for periods ranging from 15-28 years and have achieved a measure of compatibility with the surrounding land uses. (2021-D09)

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

Nays: (1): A. Hopkins

**Motion Passed (5 to 1)**

Additional Votes:

Moved by: E. Holder

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

### 3.2 2631 Hyde Park Road and 1521 Sunningdale Road West – (O-9190)

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Auburn Developments Inc., relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West:

- a) the proposed by-law appended to the staff report dated May 10, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO an Urban Reserve Community Growth and Environmental Review designation;
- b) the proposed by-law appended to the staff report dated May 10, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend The London Plan to change the Place Type of the subject lands FROM a Green Space place type TO a Future Community Growth place type and Environmental Review place type; it being noted that the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;
- c) the request to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO a Low Density Residential designation BE REFUSED for the following reasons:

- i) the proposed amendment is not consistent with the Provincial Policy Statement 2020 as it does not ensure an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- ii) the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- iii) the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Key Directions and Secondary Plan Policies;
- iv) the requested amendment is premature. The site needs to be considered through a larger planning review process (a secondary plan) to determine its integration within a larger future neighbourhood, the applicable vision and character for the new neighbourhood, what an appropriate land use pattern is for the area, and other technical requirements;
- v) the subject site is at a key location within the broader planning context and its designation and potential future development without consideration of the surrounding lands is not “big-picture” or long term thinking and if designated in isolation of these lands, it could result in future land use, servicing, and road network issues;
- vi) the subject site has not been reviewed for urban land uses which would have taken into account servicing demands/road networks and schooling/public service facility requirements for the subject site within the larger context of the Fox Hollow Community Plan;
- vii) the proposed amendment in isolation of the surrounding lands could result in an inefficient development and land use pattern and create issues with the future expansion of the settlement area as the current amendment may ultimately conflict with the vision and goals of the future Secondary Plan in the area; and,
- viii) the lands were originally designated and zoned for the sole purpose of a cemetery use;

d) the request to amend the Official Plan to change the designation of the subject lands FROM a Green Space place type TO a Neighbourhood place type BE REFUSED for the following reasons:

- i) the proposed amendment is not consistent with the Provincial Policy Statement 2020 as it does not ensure an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- ii) the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- iii) the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Key Directions and Secondary Plan Policies;

- iv) the requested amendment is premature. The site needs to be considered through a larger planning review process (a secondary plan) to determine its integration within a larger future neighbourhood, the applicable vision and character for the new neighbourhood, what an appropriate land use pattern is for the area, and other technical requirements;
- v) the subject site is at a key location within the broader planning context and its designation and potential future development without consideration of the surrounding lands is not “big-picture” or long term thinking and if designated in isolation of these lands, it could result in future land use, servicing, and road network issues;
- vi) the subject site has not been reviewed for urban land uses which would have taken into account servicing demands/road networks and schooling/public service facility requirements for the subject site within the larger context of the Fox Hollow Community Plan;
- vii) the proposed amendment in isolation of the surrounding lands could result in an inefficient development and land use pattern and create issues with the future expansion of the settlement area as the current amendment may ultimately conflict with the vision and goals of the future Secondary Plan in the area; and,
- viii) the lands were originally designated and zoned for the sole purpose of a cemetery use;

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

- a communication dated May 6, 2021, from S. Stapleton, Vice-President, Auburn Developments; and,
- the staff presentation;

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 these applications for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement (PPS) 2020 as it ensures an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Secondary Plan Policies, Future Community Growth and Environmental Review policies;
- the recommended amendment ensures that the subject site is reviewed through a comprehensive review process along with the surrounding lands to ensure the efficient expansion of the settlement area and comprehensive review of land use and servicing needs for the area; and,

- the recommended amendment prevents ad-hoc planning and prevents future compatibility issues with the surrounding lands in regards to land use impacts, servicing constraints and sufficient public service facilities being able to support the proposed development. (2021-D08)

Yeas: (4): P. Squire, S. Lewis, A. Hopkins, and S. Hillier

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

**Motion Passed (4 to 2)**

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: E. Holder

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: E. Holder

Seconded by: S. Hillier

That, notwithstanding the recommendation of the Director, Development Services, the application by Auburn Developments Inc., relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West BE REFERRED back to the Civic Administration to accept an application by Auburn Developments to:

a) amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO an Urban Reserve Community Growth and Environmental Review designation;

b) amend The London Plan to change the Place Type of the subject lands FROM a Green Space place type TO a Future Community Growth place type and Environmental Review place type; it being noted that the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;

c) to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO a Low Density Residential designation; and,

d) to amend the Official Plan to change the designation of the subject lands FROM a Green Space place type TO a Neighbourhood place type;

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

- a communication dated May 6, 2021, from S. Stapleton, Vice-President, Auburn Developments; and,
- the staff presentation;

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. (2021-D08)

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

Nays: (4): P. Squire, S. Lewis, A. Hopkins, and S. Hillier

**Motion Failed (2 to 4)**

### 3.3 3557 Colonel Talbot Road (SPA20-063)

Moved by: A. Hopkins

Seconded by: S. Lehman

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

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

- i) the lack of consultation with the property owners on the west side of the property;
- ii) potential runoff on the west side of the property;
- iii) the impact of the removal of the three mature evergreen trees; and,
- iv) the potential impact of the retaining wall and any potential impact of that on the cedar hedge; and,

b) the Approval Authority BE ADVISED that the Municipal Council does not have any issues with respect to the Site Plan Application, and Council supports the Site Plan Application;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2021-D11)

Yeas: (5): P. Squire, S. Lewis, S. Lehman, A. Hopkins, and S. Hillier

Nays: (1): E. Holder

**Motion Passed (5 to 1)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

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

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

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

##### **4.1 Councillor M. van Holst - Meadowlilly ESA**

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

That, the communication from Councillor M. van Holst with respect to the preserving environmental heritage near the Meadowlilly Environmentally Significant Area BE RECEIVED for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

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

##### **5.1 (ADDED) 3rd Report of the Trees and Forests Advisory Committee**

Moved by: S. Lewis  
Seconded by: S. Hillier

That, the following actions be taken with respect to the 3rd Report of the Trees and Forests Advisory Committee from its meeting held on April 28, 2021:

a) Municipal Council BE ADVISED that the Trees and Forests Advisory Committee recommends that road narrowing be a priority for the Neighbourhood Street Renewal Program projects, to maximize the space for trees and sidewalks within the right of way;

it being noted that a verbal presentation from D. MacRae, Director, Roads and Transportation, with respect to this matter, was received;

b) the following actions be taken with respect to the Veteran Tree Incentive Program:

i) the Civic Administration BE REQUESTED to explore options to target recipients who genuinely need additional financial support in order to maintain their veteran trees;

ii) the Civic Administration BE REQUESTED to consider and compare, during its review of the above-noted program, its cost-efficiency relative to the canopy cover that is expected to be gained; and,

iii) the Civic Administration BE REQUESTED to seek to prioritize low canopy neighbourhoods and non-invasive species for the above-noted program, given that funding is limited and not all of the veteran trees can be maintained;

it being noted that the presentation, as appended to the added agenda, from S. Rowland, Urban Forestry Planner, with respect to this matter, was received;

c) the final 2021 Trees and Forests Advisory Committee Work Plan, BE APPROVED;

d) the following actions be taken with respect to the communication, as appended to the added agenda, from J. Kogelheide with respect to tree care communications:

i) the Civic Administration BE REQUESTED to implement the Trees and Forest Advisory Committee's recommendation with respect to the distribution of promotional materials related to tree care practices including:

- A) proper tree mulching;
- B) watering newly planted trees; and,
- C) not travelling with firewood;

it being noted that the above-noted communication, with respect to this matter, was received; and,

e) clauses 1.1, 2.3, 3.1 and 3.2, inclusive, 5.1 and 5.2, inclusive and 5.5 BE RECEIVED, for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

## **6. Adjournment**

The meeting adjourned at 6:43 PM.



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.1 PUBLIC PARTICIPATION MEETING – 192-196 Central Avenue, 193-197 Central Avenue and 200 Albert Street (TZ-9316)

- Councillor Squire: Staff report on this matter, please. Thank you very much. Any technical questions only, please, Committee? There being none we will go to presentations. Is the applicant making a presentation?
- Good Afternoon Mr. Chair, it's Scott Allen from MHBC Planning.
- Councillor Squire: Good afternoon.
- Scott Allen, MHBC Planning: Yes. I will make a very brief presentation on behalf of the applicant. With me today, I should mention, representing the applicant, Muky Pundaky, and he's available to answer any questions as well. At this time, we'd like to express our support for the findings and recommendation of the Development Services report as presented by Ms. Maton. In particular, we agree with the finding that the proposed extension of the temporary commercial parking permission to these properties would help address local parking demands in the near term and not undermine the long-term redevelopment potential of the lands. This finding also reflects commentary provided in our planning justification report which was submitted in support of this application. With that in mind, Mr. Chair, I'd like to thank the Committee for its consideration and will gladly answer any questions that members may have.
- Councillor Squire: Thank you very much. Any other delegations from the public? I shouldn't say delegations, speakers. Are there any?
- Catharine Saunders, City Clerk: Mr. Chair, we do have some members of the public who wish to speak.
- Councillor Squire: Okay.
- Catharine Saunders, City Clerk: The first would be Mr. Rajani.
- Heenal Rajani: Hello. Good afternoon.
- Councillor Squire: Good afternoon. You will have five minutes to speak sir so you can start right now.
- Heenal Rajani: Thank you very much Mr. Squire. First I am speaking. I am a downtown business owner and I live close to downtown and in the Piccadilly Street area with my family, four children and I understand the need for, for parking in downtown, I understand the need in a specific area and with regard to the Official Plan and the Talbot area and I just think how the by-law extension needs more consideration and I think the Committee members will have seen the representation from members of the public especially their concerns. I think there are more voices out there, more members of the public who maybe not writing letters and are communicating concerns in other ways, other forums and you know and I hear the representations and from staff and I see in this report it says that extending temporary use T-70 zone for additional three years will have no impact on the potential for long-term redevelopment at the site. You know, however, I think, at the same time there has been an extension, extension, extension on these temporary things with three years and three years for some of these sites for over twenty years and I think it's just not really a fair way of saying it's really temporary when we, when we recognize there is a need for development downtown, we recognize that these are underutilized sites and

what's in the report. These measures, you know, while they are outside the downtown parking strategy area, the gradual phasing out of surface commercial parking lots is recommended to avoid parking shortages while the Strategy comes to fruition. The short-term extension would continue to provide parking in the core so that area residents businesses which we absolutely need but this has to be short-term, you know, and I saw last year that, last April, because of Covid, there's conversations around having a new parking structure develop as part of understandably the financial uncertainty those conversations had to be shelved by the City and I think, you know, if we keep giving these three year extensions then that's not really encouraging those kinds of projects that we absolutely need, the development of better alternatives to parking, you know, and that is budgeted for, I know you have, there's a budget there for sustainable city that London is looking at infrastructure to built, maintained and operated to meeting the needs of the community and replacing surface parking with efficient, convenient and cost effective public parking, business person social activities in the downtown and I think you have got to think about that and so I'm I understand your, this Committee's unlikely to go against the recommendations of staff on this matter I just invite you to consider whether a three year extension is appropriate, whether it could be a shorter period of time, even slightly shorter, you know, just send the message that this is not a carte-blanche to keep getting these extensions and not doing anything to develop these sites while integrating parking into those developments and as well with parking as much as there is a need you don't have to consider this because this is not a new policy as such but to think about this Climate Emergency Evaluation tool and to think about what is the climate emergency you know, what's the climate impact of this and is there a better way of doing this and how can we be encouraging more other forms of transportation than cars and I think that has to be considered at the same time as when you are doing anything with parking.

- Councillor Squire: You have one minute remaining.
- Heenal Rajani: Thank you very much. Those are the things I invite the, this Committee to consider. I think there's, there's, I know you are probably unlikely to vote against this but to say could it be less than three years, how can we re-examine more parking matters coming up shortly in the next weeks, months, how can we encourage those difficult parking to be better, transportation. Thank you for your time. Appreciate the opportunity to share this with you today
- Councillor Squire: Thank you very much for coming to speak to us. Very much appreciated. Next speaker.
- Catharine Saunders: Mr. Chair, this would be Ms. McKeating.
- Councillor Squire: Yes.
- Hi there. Can people hear me?
- Councillor Squire: I can certainly hear you.
- Kelley McKeating: Oh dear, maybe I should talk quieter.
- Councillor Squire: No, no, it's okay. I have, you can start now and it will be five minutes.
- Okay. Thanks a lot. I am Kelley McKeating and I'm speaking today on behalf of the London Region branch of the Architectural Conservancy of Ontario and like the prior speaker, I'm also, and we as an organization, are opposed to yet another round of renewal of these temporary parking zoning amendments. I

don't know how many parking spots there are in the downtown and adjacent to downtown area as compared to ten years ago, I can certainly think that in recent months there was a demolition at York and Talbot Streets if I recall correctly which expanded the parking, the surface parking lot availability downtown. There was also a demolition, a number of years ago at 199 Queens Avenue. I think that if there is another zoning amendment allowed here, there is absolutely no motivation for a property owner to ever develop the land or sell the land to somebody who does want to do an appropriate development. The denial of these in similar applications would certainly motivate the owner to either develop or sell and then the land would no longer be underutilized in the words of the Planner. The other thing that a denial of these applications would do is put less pressure on developers to demolish heritage property when they do want to develop, it would be really nice if more vacant land was available to them. I would also question whether these parking spots truly are needed. I work very close to a large parking lot at Piccadilly and St. George Street and pre-pandemic, my observation when I was walking out during the work day is that that parking lot is not close to being completely full and it's only three or four blocks away from these parking lots and that's all I have to say today. Thank you for listening.

- Councillor Squire: Thank you very much. We appreciate you coming to speak to us today. Any other speakers?
- Catharine Saunders, City Clerk: Mr. Chair, the last person on this item is Charlene Jones.
- Councillor Squire: Great.
- Charlene Jones: Hi. Thank you.
- Councillor Squire: Hi. You have five minutes to speak starting right now.
- Ok. Good afternoon. I'm the owner of Artistic Spa, I'm a downtown business and property owner. Thank you for giving me this opportunity to speak today. When I started my business thirty-three years ago, Richmond Row was full of beautiful boutiques, salons and restaurants, all thriving businesses. We didn't have these parking lots, only a pleasant shopping experience. Today it's a very different feel, it doesn't have the same vibe, it's not a good experience anymore, it's no longer thriving with people shopping, we now rely heavily on eight months when the students living in the area come to shop, eat and drink but they are walking or taking cabs, they're not usually driving. I wonder what this area would have been like today had we voted for residential development several years ago. I do know pre-Covid these parking lots were not all full utilized and now with people working from home we certainly won't need all three lots. Downtown needs people, we need people living downtown to support the businesses, especially now with the housing shortage in London, now's the time to encourage and help property owners with new development. I'm not sure what another three years of empty lots would look like for the future of downtown. Currently the lots are attracting drugs, crime and homelessness all which discourages people from wanting to come downtown. We need change, we need to create a whole wonderful shopping experience again. That's all I, that's my input.
- Councillor Squire: Thank you very much. It's very much appreciated. Thanks for speaking to us today. Any other speakers today? No.
- Catharine Saunders, City Clerk: Mr. Chair, we have no members of the public on the list or on the call.

- Councillor Squire: Great. Thank you very much. Could I get a motion to close the public participation meeting?

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – 2631 Hyde Park Road and 1521 Suningdale Road West (O-9190)

- Councillor Squire: Staff report. Just to be clear Mr. Corby, we're trying to be more precise about this stuff, it's on page 304 of the Added Agenda? Am I right?
- Mike Corby, Senior Planner: I don't have the Added Agenda up, sorry, I just have my.
- Councillor Squire: I think that's correct so Committee Members don't expect to see it on your screen. It's in paper form. Am I right? So Councillor Hillier do you have this?
- Councillor Hillier: Yes, I do. It's in the e-mail. Sorry, if you are on escribe, it's in the attachment, it's the last one down, added presentation. If you click on it, it's a very nice presentation you can look at.
- Councillor Squire: Alright. I just wanted to make sure that because I've been a little lax on this in the past, making sure that all Committee Members actually have the presentation and are looking at it as we move ahead. Sorry Mr. Corby. Go ahead now that we are done that. Thank you very much. Technical questions only please. Councillor Hillier. Technical questions please.
- Councillor Hillier: Yes. Thank you. I'm just looking at the isolation of this lot and I'm wondering can the adjacent or sorry the adjacent storm sewers and waste sewers support this?
- Councillor Squire: Staff?
- Matt Feldberg, Manager, Development Services (Subdivisions): Thank you and through the Chair, so there is, through the OPA review, we have looked at it but our Engineering staff are looking for holding provisions to be placed over top of the property as the ultimate capacity for the area has not been addressed through this particular application.
- Councillor Squire: Again, technical questions only. Councillor Morgan. By the way, you are here because this property is within your Ward so I just thought I would give you that introduction.
- Deputy Mayor Morgan: Thanks for the introduction Chair. My technical question is about the presentation, in a section of the presentation, Mr. Corby mentions the possibility of the Urban Growth Boundary review and he said that was scheduled in, I heard 2020 so I'm wondering if he can clarify the date that he intended that would happen and then I have a couple of questions about that process if that's appropriate at this time, Mr. Chair.
- Mike Corby, Senior Planner: Through you Mr. Chair, I will clarify. That is 2022, my apologies, when I was typing it out I knew I was going to say 2020 but I thought I said 2022 so sorry it is then.
- Councillor Squire: Go ahead.
- Deputy Mayor Morgan: Mr. Chair I will ask your advice on this, I have a couple of questions about that part of the process. Would you prefer I wait until after the public participation or do you see that as technical?

- Councillor Squire: I think that's probably technical if you would like to do it now. Thanks for asking. Most, this, Members of this Committee never ask my permission to do anything so it's a really nice change.
- Deputy Mayor Morgan: Well you're welcome for that. I know the basis of the staff recommendation is grounded in the idea that you can do a Secondary Plan on a larger block of land and my understanding is that the lands adjacent to this are considered Tier 1 lands and I would like to confirm that with our staff and I guess I'd also like to understand, you said when the review would happen in 2022 but how long does it actually take if you were to go through this process to get to an application like this with a Secondary Plan. What's the estimated time frame that we would be looking at on that?
- Paul Yeoman, Director, Development Services: Through you Mr. Chair, it's Paul Yeoman. Happy to answer those questions. The first is that the City actually doesn't have defined tiering of lands for lands outside of the Urban Growth Boundary. We did have a review that was done, I believe it was in 2013 which actually did look at some candidate sites outside of the Urban Growth Boundary if Council was interested at the time of taking lands out of the Urban Growth Boundary and bringing others in. Lands to the immediate East of these lands were identified as a candidate opportunity at that time and we know there's a significant demand in the Northwest part of the city. In terms of the broader perspective, the Urban Growth Boundary discussion is likely to take a year or a little bit longer than that more than likely. Secondary planning process is about a year as well, two, if not a little bit more to so again it would be looking at the lands holistically as the piece within the greater whole.
- Deputy Mayor Morgan: I think that's it for my questions at this part. Thank you Mr. Chair.
- Councillor Squire: Thank you very much. Councillor Hopkins.
- Councillor Hopkins: Yes Mr. Chair. I understand we are still on technical questions.
- Councillor Squire: We are.
- Councillor Hopkins: On Councillor Morgan's question about the review of the Urban Growth Boundary, so that's going to take place in 2022. I just want to understand the process. Is there a Terms of Reference that would come to us to open up that review and when would that happen?
- Paul Yeoman, Director, Development Services: Through you Mr. Chair I'm happy to answer that one as well. Yes, there definitely will be a Terms of Reference coming to Council for consideration about whether or not a boundary review is something that Council would like us to pursue. We actually do not have direction on that yet. I should also clarify with my previous comments, the results of an Urban Growth Boundary review would not necessarily indicate that lands in this immediate area would be included or not. I just was saying that there's a previous review that's indicating that the lands to the immediate East were good candidates for the future but that's not necessarily the outcomes that would be resulting from an Urban Growth Boundary review.
- Councillor Squire: Any other technical questions? I have a technical question because I'm confused. My understanding is that this property is currently within the Urban Growth Boundary and the properties, what you are.
- Mayor Holder: You are on mute Chair.

- Councillor Squire: I am? I don't think so. Am I on mute? I don't think I am Mr. Mayor. Can you hear me now? He's not answering so I don't, can other Councillors hear me? Is that better? Can you hear me now? Thank you. Thanks for pointing it out Mr. Mayor. Just from a technical point of view, this property is within the Urban Growth Boundary and you are talking about a boundary review to determine if other properties would come within the Urban Growth Boundary and in fact, within the Urban Growth Boundary and you are talking about a boundary review to determine if other properties would come within the Urban Growth Boundary and, in fact, possibly whether this property might get thrown out of the Urban Growth Boundary. Is that what we are looking at because that wasn't the impression that I had initially.
- Paul Yeoman, Director, Development Services: Through you Mr. Chair what we are recommending is sort of an Urban Reserve Growth designation for the lands or future growth place type as part of The London Plan. The Urban Growth Boundary review is a separate matter. What we are saying with our recommendation is that there's not a sufficient amount of land here associated with a broader neighbourhood so, for example, this isn't a straight-forward matter where there is a clear geographically defined pod for lack of a better term where a neighbourhood would exist. It does continue into broader lands beyond this and needs to be considered comprehensively through that.
- Councillor Squire: I'm not sure that I understand that. Are the other lands that you are talking about possibly being part of this Secondary Plan, are they currently within the Urban Growth Boundary or outside of the Urban Growth Boundary?
- Paul Yeoman, Director, Development Services: Through you Mr. Chair, Mr. Morgan was asking questions about lands that were outside of the Urban Growth Boundary and that was the nature of his question, his line of questions.
- Councillor Squire: But I was talking about my question which was. Okay, I'm going to leave it there. I'm, I'm going to leave it there. I might ask questions later. Any other technical questions? Let's move to public participation then. Do we have the applicant here?
- Good afternoon Mr. Chair, it's Matt Campbell from Zelinka Priamo here. Can you hear me?
- Councillor Squire: I can hear you if you just give me a second. Okay, go ahead.
- Matt Campbell, Zelinka Priamo Ltd.: Thank you Mr. Chair. With me today is also Steve Stapleton. I'm just going to have some brief comments and turn it over to Mr. Stapleton. We're here essentially asking Committee a simple question of whether these lands should be used for Neighbourhood land uses which are predominantly residential in the short term or not. I think the discussion just previous to this was getting to the root of the matter. If we adopt the staff recommendation these lands are essentially sterilized for development for the foreseeable future. We don't know when they would develop. The really important things for Council's consideration here is the lands are within the Urban Growth Boundary, they're available for use. All the technical matters and concerns that staff were discussing, those can all be dealt with and we're in the process of doing with that right now. These lands can be serviced, there is a cost associated with that which Auburn is well acquainted with and they are prepared to do and this is an application that is very much in the public interest and we can confirm that there has been school board interest in putting a new public school on this site and those comments were provided in the IPR process

that we undertook with the City. I will leave my high-level comments there and will invite Mr. Stapleton to speak as well.

- Councillor Squire: Go ahead Mr. Stapleton.
- Steve Stapleton, Auburn Developments: Sorry I had to unmute there. Thank you Mr. Chair for the opportunity. First of all I would like to apologize for our divergent position from staff, it's not our preference to have so many dissenting positions on a file and that's why we require this Committee and Council's guidance to bring this application forward. As the staff have identified this is a small piece of land, approximately forty-seven acres, well over forty percent of the lands are unconstrained from a natural heritage point of view and the lands are serviced through infrastructure that's already built south of Sunningdale Road. The OPA to change the land use to Neighbourhood does not prejudice the City's decisions in the future or the adjacent development of lands outside of the growth boundary nor is it premature. The OPA signals to Neighbourhood, signals a desire to implement the policy growth. That's what the application is for. At the beginning of this we agreed with staff that we would bring forward the OPA in advance of the Plan of Subdivision to get the principle of development established. The opportunities associated with this obviously outweigh any perceived negatives that can be addressed through subsequent processes. We've provided the justification and we believe that the subsequent Plan of Subdivision process can deal with any of those additional issues that the City highlights on connectivity, additional parkland linkages and things of that nature and we've already initiated that process and have the pre-consultation comments and believe strongly that we can deal with all these issues. There's no need to delay this OPA for, in my words, down designate the lands to a community growth position. The Board decision in 1999 identified the area for community growth and then the subsequent Foxhollow Community Plan because of the landowner being a cemetery user, identified it for cemetery purposes. We've provided the justification for the change, the hydrog report highlights the high water table that makes it not conducive for burial plots and hence the sale of the property to Auburn. We do believe the issues on connectivity and we have provided that to staff; however, it's not in the report ahead to you. We just don't believe that this land should be sterilized for a number of years. I take issue with the two year estimate from Mr. Yeoman quite frankly. If that was the case I don't think we'd be here with a negative report because it will take two years to get a subdivision approved. We therefore request that this Committee and Council weigh the public benefit that is in front of you with regard to public schools and parks and the ability to add supply to the housing market that is obviously constrained it is significant the increase in prices and the process itself limits the availability in a timely way. We put this in front of you, we ask for your support of our OPA to Neighbourhood because it is the beginning of the process, it's not the end of the process, there's a number of issues that we can address through subsequent processes, a subdivision that will deal with most of, if not all of the issues that were raised by staff in their presentation on road patterns. I must highlight that the road patterns to the South and the collector roads have been built to Sunningdale Road so those connections to the North will be initiated through that. There really is no unknowns with regard to the development of this property and we would look for your support in advancing to the next stage. Thank you.
- Councillor Squire: Thank you. Any other presentations? Public presentations?
- Catharine Saunders, City Clerk: Mr. Chair, we have Richard Cracknell joining us.
- Councillor Squire: Mr. Cracknell?



- Richard Cracknell: Good afternoon and thank you. I have a prepared statement I would like to make.
- Councillor Squire: You have five minutes and you can start now.
- Richard Cracknell: I should be about three. To start I would like to acknowledge the assistance and guidance that has been provided to me by your Senior Planner Mike Corby. He's done an outstanding job. After reviewing the report from the Deputy City Manager of Planning and Economic Development, I agree with all of the recommendations that are contained within it. Although I'm not an Engineer it's apparent to me that submitted documents that allowing this planning application would not be the most effective and efficient use to taxpayer resources as stated in the report. I've noted that even in the applicant's documents there are costs that have been identified, unfortunately, the party responsible for the payment is not. As I have stated previously before in communications, the land was not included in the Urban Growth Plan, I should say was included in the Urban Growth Plan as a greenspace cemetery. It was never considered a potential source of residential lots when the Foxwood Development was being considered. As a result, no infrastructure planning was considered for the land. I would like to add further comment though about my concerns with respect to providing safe access to public education for elementary students if the proposed development is allowed. Thames Valley School Board has a policy of not providing transportation to elementary students who live within a 1.6 geographical kilometers of their home school. It is my understanding and I checked today on the web and the assigned school for the students would be Arthur Currie Public School, the geographically closest public school. I would also like to point out that most residential units proposed would fall within the 1.6 kilometer circumference of the school. A school that has nine portables and as I understand is at capacity now. My main concern though is with those elementary students that would live within the 1.6 kilometers of the school and would have to walk across Sunningdale Road West, a major city artery. I think that for safety reasons bussing would be required for those students which would be an added cost to the property tax payers of London. To conclude, if this proposal is allowed, there is a choice to be made either we have an increase in property taxes to provide safe access to public education via bussing or students are put at risk by having to cross a major artery which at the present time is eighty kilometers per hour and there's no crossing point. I'd also like to say that I feel some of the development costs associated are being transferred to the taxpayer. Unfortunately those costs are unknown and they are not disclosed. To move forward with unknown costs in my mind is irresponsible of Council and I'd like to thank you for your time.
- Councillor Squire: Thank you very much sir for coming and speaking to us today. Other speakers?
- Catharine Saunders, City Clerk: Mr. Chair, Stephen Romano.
- Councillor Squire: Mr. Romano? Go ahead.
- Stephen Romano: Sorry I'm just attending this meeting to hear the other participants. I don't have anything to say at this time.
- Councillor Squire: Alright. Thank you very much. Anyone else?
- Catharine Saunders: Mr. Chair, Laura Regnier.
- Councillor Squire: Mrs. Regnier? Hello? Mrs. Regnier?

- Laura Regnier: Hi. Sorry about that. We have nothing further to say at this time. Everything that has been submitted I think we've made all our comments and we support the Planning and Environment Committee recommendation.
- Councillor Squire: Alright. It's not the Committee recommendation yet it's staff's recommendations. You are saying you support the staff recommendation?
- Laura Regnier: Yes. The staff recommendation.
- Councillor Squire: Thank you. Anybody else?
- Catharine Saunders, City Clerk: Mr. Chair we have no other members of the public in attendance.
- Councillor Squire: Alright. Thank you very much. I just need a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – 3557 Colonel Talbot Road (SPA20-063)

- Councillor Squire: I will go to staff for a presentation. Thank you very much. Questions? Technical questions? Mayor Holder.
- Mayor Holder: I'm not sure this is a technical question but I recall the concerns expressed by residents in the area and have there been subsequent discussions with staff and residents since that time?
- Councillor Squire: Go ahead staff.
- Melanie Vivian, Site Development Planner: Through you Mr. Chair we received some comments from those members of the public that were involved with the rezoning process. The only comments that came forth that have pertained to the site plan application were the privacy and loss of trees. There were questions regarding the proposed decks but I will note that the decks along the Northern property boundary do comply with the Zoning By-law so essentially we have no control on reducing that.
- Mayor Holder: Sorry Chair my and I appreciate the answer, thank you. My question was I wanted perhaps a bit more specifics were there any of the residents that corresponded to you were they supportive of this application since our last meeting as a result of these changes. Please
- Councillor Squire: Go ahead staff.
- Mike Pease, Manager, Development Planning: I can advise that there hasn't been any outward support in that sense if that's the question at hand. Through you Mr. Chair.
- Councillor Squire: Thank you.
- Mayor Holder: That was the question. Thank you Chair.
- Councillor Squire: Any other technical questions? If there aren't we'll go to the public. Does the applicant wish to present?
- Good evening Mr. Chair. Matt Campbell here from Zelinka Priamo. I would just like to say a couple of words if that's appropriate at this time.
- Councillor Squire: Sure.
- Matt Campbell, Zelinka Priamo Ltd: Great. Thanks very much. I don't have a whole lot to add to staff's presentation but I will add this to the previous comment. There's been ongoing discussions with the neighbours. The zoning application for this, you will recall Council approved the zoning application to permit the development. That was subsequently appealed to LPAT. The developer was in consultation with the appellants, which were the neighbours, and they came to a resolution in order for the neighbours to withdraw the LPAT appeal which I understand largely dealt with landscaping and as part of that settlement process, the developer has incorporated a number of landscaping features into the site design which are largely reflected on the site plan that you have in front of you today. I can advise that we are doing everything we can to add more landscaping and really solidify the vegetative buffer there. Again, not a whole lot

more to add to staff's comments and looking forward to the public comments on this one.

- Councillor Squire: Thank you. Any other public presentations? One more.
- Catharine Saunders, City Clerk: Yes Mr. Chair. Heidi Smith.
- Councillor Squire: Ms. Smith? Hello? Ms. Smith?
- Heidi Smith: Sorry about that. I was just trying to find my unmute button.
- Councillor Squire: Listen we all have that challenge in these times. You have five minutes and you can start now.
- Heidi Smith: Okay. I have my husband Darren with me. We actually live on the, live in the property bordering the West side of this site and I understand from what Matt was saying and just some neighbourhood discussions that lots of consultation was happening with the neighbours along the North side of the property but we actually haven't had any conversation with the developers. We're very happy to see that the cedar hedge is staying, that was our primary concern, it does provide some, a lot of privacy and screening and we enjoy the wildlife in it but our other concern at the time that we came to the meeting last Fall was about the run-off along our side of the property and I guess looking at the plans and I have a hard time seeing it, I will be very honest I tried to put magnifiers on but it is really hard to see from the printed paper but the discussion sounds like there is a retaining wall and stormwater management has been incorporated. It just is a little unknown to us, it's not very tangible for us to picture what that's going to look like, that cedar hedge sits right on the property line between our property and the development site and there are three mature evergreen trees less than a meter from the property line which are proposed to be taken out to facilitate, I guess, the retaining wall going in and our concern is how close that is and the impact of that on that cedar hedge. It's great that it's going to stay, it provides great screening and privacy but is it going to survive the construction and the retaining wall and since we have no fence going up there and no enhanced landscaping or trees being put along there because the roadway comes so close to that cedar hedge that there would be no way to rectify that after the fact and then we are without recourse so that is our concern.
- Councillor Squire: Alright. Thank you very much. I'll try to get you an answer to that concern. We have about three minutes left for your husband. Does he want to speak?
- Darren Smith: No, I'm good.
- Councillor Squire: Good. Alright, any other public?
- Catharine Saunders, City Clerk: Mr. Chair there are no other members of the public.
- Councillor Squire: Thank you very much. Then I'll look for a motion to close the public participation meeting.

# Community and Protective Services Committee

## Report

8th Meeting of the Community and Protective Services Committee  
May 11, 2021

PRESENT: Councillors J. Helmer (Chair), S. Lewis, M. Salih, A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: J. Bunn and M. Ribera

Remote Attendance: Councillor M. van Holst; A. Anderson, G. Belch, K. Dickins, S. Glover, L. Hamer, R. Hayes, O. Katolyk, G. Kotsifas, P. Kokkoros, A. Macpherson, K. Pawelec, D. Purdy, M. Schulthess, E. Skalski, C. Smith

The meeting was called to order at 4:02 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. Salih, A. Kayabaga and S. Hillier

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Lewis

Seconded by: E. Holder

That Items 2.1 to 2.9 BE APPROVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

#### 2.1 4th Report of the Accessibility Advisory Committee

Moved by: S. Lewis

Seconded by: E. Holder

That the following actions be taken with respect to the 4th Report of the Accessibility Advisory Committee, from its meeting held on April 22, 2021:

a) the Municipal Council BE ADVISED that the Accessibility Advisory Committee (ACCAC) continues to support its previous recommendation, from its meeting held on January 28, 2021, with respect to the installation of sidewalks in the City of London; it being noted that the recommendation read as follows:

“That the following actions be taken with respect to the Memo dated January 20, 2021, from the Director, Roads and Transportation, related to the 2021 Neighbourhood Street Reconstruction Projects - Complete Streets Sidewalk Assessments:

i) the Civic Administration BE ADVISED that the Accessibility Advisory Committee (ACCAC) supports the inclusion of sidewalks on both sides of the streets listed within the above-noted Memo except in circumstances that warrant sidewalks on only one side of the street; and,  
ii) the Civic Administration BE ADVISED that the only instances that call for zero sidewalks on a street should be situations where the circumstances are insurmountable for the installation of sidewalks and, in those cases, the ACCAC should be consulted”;

it being noted that the ACCAC reviewed the Municipal Council resolution letter, from its meeting held on March 23, 2021, with respect to New Sidewalks in 2021 Infrastructure Reconstruction Projects; and,

b) clauses 1.1, 2.1, 3.1, 3.2, 3.4 and 4.1 BE RECEIVED.

**Motion Passed**

2.2 2nd Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: S. Lewis

Seconded by: E. Holder

That the 2nd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on April 22, 2021, BE RECEIVED.

**Motion Passed**

2.3 Health Canada Consultation - Personal Production of Cannabis for Medical Purposes

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated May 11, 2021, related to Health Canada Consultation for Personal Production of Cannabis for Medical Purposes:

a) the above-noted staff report BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to continue to consult with the Federal Government to identify challenges relating to public safety, nuisance control and Building Code compliance associated with the personal production of cannabis for medical purposes. (2021-P09)

**Motion Passed**

2.4 Property Standards By-law

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated May 11, 2021, related to the Property Standards By-law:

a) the proposed by-law, as appended to the above-noted staff report, and the attached Schedule 'A' to the by-law, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16, being "A by-law prescribing standards for the maintenance and occupancy of property";

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend By-law A.-6653-121 being "A by-law to establish the positions of Hearings Officer";

- c) the revised attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law; and,
- d) the above-noted staff report BE RECEIVED. (2021-P01)

**Motion Passed**

## 2.5 Property Standards Related Demolition

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated May 11, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021, to approve the demolition of an abandoned building at municipal address of 508 Riverside Drive, City of London, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act. (2021-P01/P10D)

**Motion Passed**

## 2.6 Housing Stability for All Plan 2020 Update and Priorities for 2021

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

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 May 11, 2021, related to the Housing Stability for All Plan 2020 Update and Priorities for 2021:

- a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2020 Update and Priorities for 2021 to the Ontario Ministry of Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA);
- b) the Civic Administration BE DIRECTED to circulate this report to stakeholders, agencies, and community groups including, but not limited to, Middlesex County, London Housing Advisory Committee, and the London Homeless Coalition; and,
- c) the Civic Administration BE DIRECTED to circulate this report to the Strategic Priorities and Policy Committee to form part of the Housing Development Corporation, London’s (HDC’s) 2020 annual report to the Shareholder. (2021-S11)

**Motion Passed**

2.7 2020 Ontario Works Participant and Service Delivery Profile

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Acting Manager Director, Housing, Social Services and Deerness Home, the staff report dated May 11, 2021, with respect to the 2020 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2021-S04)

**Motion Passed**

2.8 Integrated Subsidized Transit Program: Phase 1 Funding Agreement

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated May 11, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021, to:

a) authorize and approve a new Funding Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the London Transit Commission for the purpose of providing subsidized transit for:

- i) individuals who are visually impaired;
- ii) children 12 years of age and under;
- iii) youth 13-17 years of age; and,
- iv) individuals 65 years of age and over;

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

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or their designate to approve and amend the Schedules of the above-noted Agreement; and,

d) repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239 and By-law A.-7494-20. (2021-T03/F11)

**Motion Passed**

2.9 London Fire Department Emergency Repairs

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated May 11, 2021, with respect to London Fire Department Emergency Repairs, BE RECEIVED. (2021-V01)

**Motion Passed**

**3. Scheduled Items**

None.



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

##### **4.1 Cosmetic Lawn Care - J. Morton**

That the following actions be taken with respect to Cosmetic Lawn Care in the City of London:

- a) the delegation request from J. Morton with respect to Cosmetic Lawn Care BE APPROVED to be heard at this meeting;
- b) the communication from J. Morton, as appended to the Agenda, the communication, dated May 6, 2021, from T. DiGiovanni, Landscape Ontario, as appended to the Added Agenda, and the verbal delegation from J. Morton, with respect to Cosmetic Lawn Care, BE RECEIVED. (2021-E05)

Voting Record:

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

Motion to approve the delegation request from J. Morton with respect to Cosmetic Lawn Care to be heard at this meeting.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

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

Motion to approve part b) of the clause.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

##### **4.2 Councillor M. van Holst - Securing Spaces to Offer Support Services**

Moved by: S. Lewis  
Seconded by: S. Hillier

That the communication from Councillor M. van Holst, as appended to the Agenda, with respect to Securing Spaces to Offer Support Services, BE RECEIVED. (2021-S04)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

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

##### **5.1 Deferred Matters List**

Moved by: S. Lewis  
Seconded by: S. Hillier

That the Deferred Matters List for the Community and Protective Services Committee, as at May 3, 2021, BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**6. Adjournment**

The meeting adjourned at 4:42 PM.

**Schedule "A"**  
**Appointments of Hearings Officers to the Property Standards Committee**

The following individuals who have been appointed as Hearings Officers pursuant to By-law A.-6653-121 serve on the Property Standards Committee:

1. Don Bryant
2. Sue Carlyle
3. Dan Ross
4. Christene Scrimgeour
5. Andrew Wright

## Appendix 'C'

Bill No. \_\_\_\_\_  
2021

By-law No. A-54-\_\_\_\_\_

A by-law to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to provide for an amended Penalty Schedule "A-6" for the Property Standards By-law.

**WHEREAS** section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

**AND WHEREAS** the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

**AND WHEREAS** the Municipal Council on June 25, 2019 passed By-law No. A-54, being "A by-law to implement an Administrative Monetary Penalty System in London;"

**AND WHEREAS** the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to Schedule "A-6" for the Property Standards By-law,

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

1. That Schedule "A-6" of By-law No. A-54 be deleted and replaced with the attached Schedule "A-6".
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on \_\_\_\_\_, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – \_\_\_\_\_, 2021  
Second Reading – \_\_\_\_\_, 2021  
Third Reading – \_\_\_\_\_, 2021

## Schedule “A-6”

### Penalty Schedule for Property Standards

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
1	Fail to repair in an acceptable manner	2.2	\$400.00
2	Fail to maintain heritage attributes	2.7 (b)	\$400.00
3	Fail to properly secure openings	2.8.2 (a)	\$400.00
4	Fail to use proper boarding	2.8.2 (b)	\$400.00
5	Fail to properly treat boarding	2.8.2 (c)	\$400.00
6	Fail to prevent moisture penetration	2.8.3	\$400.00
7	Fail to implement maintenance plan	2.8.4	\$400.00
8	Fail to maintain exterior property - debris	3.1.1 (a)	\$400.00
9	Fail to maintain exterior property - pests	3.1.2 (b)	\$400.00
10	Fail to maintain exterior property - weeds	3.1.2 (c )	\$400.00
11	Fail to maintain exterior property – unreasonable overgrowth	3.1.2 (d)	\$400.00
12	Fail to maintain exterior property – growth causing unsafe conditions	3.1.2 (e)	\$400.00
13	Fail to maintain exterior property – unused vehicles	3.1.2 (f)	\$400.00
14	Fail to maintain exterior property – accumulation of materials	3.1.2 (g)	\$400.00
15	Fail to maintain exterior property – dilapidated structures/uncovered cavities	3.1.2 (h)	\$400.00
16	Fail to provide for uniform exterior surface	3.1.3 (a)	\$400.00
17	Fail to provide markings on exterior surface	3.1.3 (b)	\$400.00
18	Fail to prevent unstable soil conditions	3.1.4	\$400.00
19	Fail to maintain lighting	3.1.5	\$400.00
20	Fail to maintain conditions of development and redevelopment	3.1.6	\$400.00
21	Fail to maintain exterior furniture	3.1.7	\$400.00
22	Fail to maintain accessory buildings	3.2.1	\$400.00
23	Fail to maintain fences	3.3.1	\$400.00
24	Fail to maintain retaining walls	3.4.1	\$400.00
25	Fail to comply with municipal refuse collection	3.5.1	\$400.00
26	Fail to comply with refuse collection	3.5.2 (a)	\$400.00
27	Fail to make readily accessible refuse storage	3.5.2 (b)	\$400.00
28	Fail to maintain refuse storage facilities	3.5.2 ( c)	\$400.00
29	Cause obstruction by refuse	3.5.2 (d)	\$400.00
30	Fail to properly operate refuse compactor	3.5.2 (e)	\$400.00
31	Fail to maintain outside storage of refuse in litter free condition	3.5.3 (a)	\$400.00
32	Fail to maintain outside storage of refuse facility	3.5.3 (b)	\$400.00
33	Fail to screen outside refuse storage facility	3.5.3 ( c)	\$400.00
34	Fail to properly screen outside refuse storage facility from grade	3.5.3 (d)	\$400.00

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
35	Fail to properly screen outside refuge storage facility with visual barrier	3.5.3 (e)	\$400.00
36	Fail to maintain outside refuge storage facility an odour controlled condition	3.5.3 (f)	\$400.00
37	Fail to provide for adequate inside refuge storage	3.5.4	\$400.00
38	Fail to maintain refuse chute system	3.5.5	\$400.00
39	Fail to frequently remove temporary refuge storage	3.5.6 (a)	\$400.00
40	Fail to store refuge temporarily in unsafe manner	3.5.6 (b)	\$400.00
41	Fail to cover temporary refuge storage	3.5.6 9 (c)	\$400.00
42	Fail to provide for capable structural system	4.1.1	\$400.00
43	Fail to provide for structural condition engineers report	4.1.2	\$400.00
44	Fail to maintain wall foundations	4.2.2 (a)	\$400.00
45	Fail to install sub soil drains	4.2.2 (b)	\$400.00
46	Fail to maintain sills or other supports	4.2.2 (c)	\$400.00
47	Fail to maintain grouting or waterproofing	4.2.2 (d)	\$400.00
48	Fail to restore wall to original appearance	4.2.2 (e)	\$400.00
49	Fail to preserve materials resistant to weathering or wear	4.2.2 (f)	\$400.00
50	Fail to restore or replace foundations walls floors and roof slabs	4.2.2 (g)	\$400.00
51	Fail to restore or replace cladding finishes and trims	4.2.2 (h)	\$400.00
52	Fail to repair settlement detrimental to the building	4.2.2 (i)	\$400.00
53	Fail to remove or replace unsecured materials	4.2.2 (j)	\$400.00
54	Fail to provide apertures to perform their intended function	4.3.1	\$400.00
55	Fail to maintain all doors, windows, skylights and shutters	4.3.2	\$400.00
56	Fail to maintain a required opening with a screen or other durable material	4.3.4	\$400.00
57	Fail to secure doors and windows from within unit	4.3.5	\$400.00
58	Fail to provide for screens on windows	4.3.6	\$400.00
59	Fail to provide for screens on windows in an acceptable manner	4.3.7	\$400.00
60	Fail to maintain roof and related roof structures	4.4.1	\$400.00
61	Fail to maintain chimneys and associated roof structures	4.4.2	\$400.00
62	Fail to maintain floors, stairs, porches, verandas, decks and balconies	4.5.1	\$400.00
63	Fail to provide and maintain guard	4.5.3	\$400.00
64	Fail to provide for required guard on stairs	4.5.4	\$400.00
65	Fail to provide for guard serving unfinished space	4.5.5	\$400.00
66	Fail to provide for guard with proper openings	4.5.6	\$400.00
67	Fail to provide for guard which does not facilitate climbing	4.5.7	\$400.00
68	Fail to provide and maintain handrail	4.5.8.2	\$400.00
69	Fail to provide for central handrail	4.5.8.3	\$400.00
70	Fail to provide for proper stairs within the interior of a residential dwelling unit	4.5.9.1	\$400.00
71	Fail to provide for proper residential stairs not within dwelling unit	4.5.9.2	\$400.00
72	Fail to provide for proper non-residential stairs	4.5.9.3	\$400.00
73	Fail to provide for proper service room stairs	4.5.9.4	\$400.00
74	Fail to maintain exterior surfaces	4.6.1	\$400.00
75	Fail to remove stains or defacement from exterior surfaces	4.6.2	\$400.00

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
76	Fail to provide for temporary barricading with compatible finishes	4.6.3	\$400.00
77	Fail to maintain interior cladding and finishes of walls, ceilings and elevator cages	4.7.1	\$400.00
78	Fail to maintain interior cladding and finishes from stains and other defacement	4.7.2	\$400.00
79	Fail to only use habitable space for human habitation	4.8.1	\$400.00
80	Fail to provide for proper interior cladding and finishes of walls, ceilings and floors for human habitation	4.8.2 (a)	\$400.00
81	Fail to provide for proper doors and windows for human habitation	4.8.2 (b)	\$400.00
82	Fail to provide for proper heating system for human habitation	4.8.2 (c )	\$400.00
83	Fail to provide for proper plumbing and drainage systems for human habitation	4.8.2 (d)	\$400.00
84	Fail to provide for proper electrical systems for human habitation	4.8.2 (e)	\$400.00
85	Fail to provide for a minimum floor area for human habitation	4.8.2 (f)	\$400.00
86	Fail to provide for a minimum headroom for human habitation	4.8.2 (g)	\$400.00
87	Fail to disconnect service providing light, heat, refrigeration, water or cooking facilities	4.8.3	\$400.00
88	Fail to provide toilet or urinal in room intended for sleeping or preparing, consuming or storing food	4.8.4	\$400.00
89	Fail to provide for minimum headroom in areas normally to be used as a means of egress	4.8.5 (a)	\$400.00
90	Fail to provide for a minimum headroom in areas normally to be used as a means of egress where entire area is not considered in computing the floor area	4.8.5 (b)	\$400.00
91	Fail to provide for minimum headroom for service rooms and service spaces	4.8.5 (c)	\$400.00
92	Fail to provide for minimum headroom over stairs and landings	4.8.5 (d)	\$400.00
93	Fail to provide for a minimum headroom where door frame is located under structural beam	4.8.5 (e)	\$400.00
94	Fail to provide for and maintain ventilation in habitable room	4.8.6 (a)	\$400.00
95	Fail to provide for natural ventilation with minimum free flow	4.8.6 (c)	\$400.00
96	Fail to provide for natural ventilation and exterior walls or through skylights	4.8.6 (d)	\$400.00
97	Fail to provide for mechanical ventilation with proper air exchange	4.8.6 (e)	\$400.00
98	Fail to provide for natural ventilation in every washroom	4.8.6 (f)	\$400.00
99	Fail to provide for mechanical ventilation in every washroom as an alternative to natural ventilation	4.8.6 (g)	\$400.00
100	Fail to provide for a natural ventilation in every enclosed attic or roof space	4.8.6 (h)	\$400.00
101	Fail to provide for required roof, eave or gable end ventilation	4.8.6 (i)	\$400.00
102	Fail to provide ventilation in crawlspace or non-habitable basement space	4.8.6 (j)	\$400.00
103	Fail to adequately ventilate accessory rooms and residential buildings with multiple dwelling units	4.8.6 (k)	\$400.00
104	Fail to exceed maximum occupancy of habitable floor space	4.8.7	\$400.00

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
105	Fail to provide for proper windows in living room, dining rooms and bedrooms to provide for natural light	4.8.8	\$400.00
106	Fail to equip and maintain dwelling unit with sink provided with portable hot and cold water	4.8.9 (a)	\$400.00
107	Fail to provide utility outlets suitable for refrigerator and cooking stove	4.8.9 (b)	\$400.00
108	Fail to provide for splash back and countertop around kitchen sink	4.8.9 (c)	\$400.00
109	Fail to maintain kitchen appliances and fixtures when equipped	4.8.9 (d)	\$400.00
110	Fail to provide for a least one enclosed sanitary facility	4.8.10	\$400.00
111	Fail to provide for minimum floor area within dwelling unit	4.8.11 (a)	\$400.00
112	Fail to provide for minimum floor area for sleeping accommodation	4.8.11 (b)	\$400.00
113	Fail to provide for minimum floor area for dining space	4.8.11 ( c)	\$400.00
114	Fail to provide for minimum floor area for combined dining space	4.8.11 (d)	\$400.00
115	Fail to provide for minimum floor area of kitchen area	4.8.11 (e)	\$400.00
116	Fail to provide for a minimum floor area of kitchen area for multiple occupants	4.8.11 (f)	\$400.00
117	Fail to provide for minimum floor area of bedrooms	4.8.11 (g)	\$400.00
118	Fail to provide for minimum floor area of bedrooms	4.8.11 (h)	\$400.00
119	Fail to provide for minimum floor area of bedrooms	4.8.11 (i)	\$400.00
120	Fail to provide for an enclosed space to accommodate for water closet bathtub or shower stall	4.8.11 (j)	\$400.00
121	Fail to maintain multiunit security devices where equipped	4.8.12	\$400.00
122	Fail to provide for sanitary and kitchen facilities based on tenant occupancy	4.9.1	\$400.00
123	Fail to provide for a required floor area	4.9.2	\$400.00
124	Fail to equip with cooking facilities	4.9.3	\$400.00
125	Fail to be equipped with sanitary facilities	4.9.4	\$400.00
126	Fail to keep all buildings free of pests	4.10.1	\$400.00
127	Fail to maintain elevating devices	5.1.1	\$400.00
128	Fail to maintain heating ventilating and mechanical systems	5.2.1	\$400.00
129	Fail to maintain minimum temperatures	5.2.2	\$400.00
130	Used portable heating as primary source of heat	5.2.3	\$400.00
131	Fail to provide for multi-unit duct type smoke detector	5.2.4	\$400.00
132	Fail to maintain plumbing and drainage free from leaks and freezing	5.3.1 (a)	\$400.00
133	Fail to supply portable hot and cold water based on occupancy served	5.3.1 (b)	\$400.00
134	Fail to provide for hot water at appropriate temperature	5.3.1 ( c)	\$400.00
135	Fail to maintain provided washing machines and plumbing fixtures	5.3.2	\$400.00
136	Fail to maintain air conditioners as to prevent condensation drainage	5.3.3	\$400.00
137	Fail to maintain septic systems	5.3.4	\$400.00
138	Fail to properly decommission septic systems	5.3.5	\$400.00
139	Fail to provide for electrical outlets	5.4.1	\$400.00



<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
140	Fail to provide for electrical wall switches in required rooms	5.4.2	\$400.00
141	Fail to conform to Ontario Electrical Code	5.4.4	\$400.00
142	Fail to provide for and maintain lighting outlet in required rooms	5.4.5	\$400.00
143	Fail to provide for and maintain access lighting	5.4.6	\$400.00
144	Fail to maintain central station electrical connections as required	5.4.7	\$400.00
145	Fail to maintain recreational amenity spaces and equipment	5.5.1	\$400.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

# Corporate Services Committee

## Report

8th Meeting of the Corporate Services Committee  
May 10, 2021

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

ALSO PRESENT: M. Ribera, B. Westlake-Power

Remote Attendance: Councillors S. Lewis, S. Lehman and S. Hillier; L. Livingstone, A. Barbon, G. Barrett, G. Bridge, M. Butlin, B. Card, I. Collins, K. Dickins, L. Hamer, D. MacRae, P. McKague, K. Murray, C. Saunders, K. Scherr, M. Schulthess, C. Smith, S. Tatavarti, A. Thompson, B. Warner.

The meeting is called to order at 12:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors M. van Holst, E. Pelozza and A. Kayabaga.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

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

That items 2.1, 2.5 and 2.7 BE APPROVED.

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

**Motion Passed (6 to 0)**

#### 2.1 Integrity Commissioner Agreement

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

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

- a) the staff report, dated May 10, 2021, entitled "Integrity Commissioner Agreement" BE RECEIVED; and,
- b) the proposed by-law as appended to the staff report dated May 10, 2021 as Appendix "A" being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021.

**Motion Passed**

2.5 2020 Annual Report on Development Charges Reserve Funds

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

a) the 2020 Annual Report on Development Charges Reserve Funds BE RECEIVED for information in accordance with section 43 (1) of the *Development Charges Act, 1997*, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2020 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the *Development Charges Act, 1997*.

**Motion Passed**

2.7 Employee Absenteeism 2020

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

That, on the recommendation of the Director of People Services, and concurrence of the City Manager, the staff report dated May 10, 2021 regarding Employee Absenteeism 2020 BE RECEIVED for information.

**Motion Passed**

2.2 2021 Council Compensation Review Task Force

Moved by: J. Morgan  
Seconded by: E. Peloza

That the following actions be taken with respect to the 2021 Council Compensation Review Task Force:

a) the City Clerk BE DIRECTED to commence the 2021 Council Compensation Review Task Force review based on the Terms of Reference as appended to the staff report as Appendix "A"; and,

b) the City Clerk BE DIRECTED to invite the members of the 2016 Council Compensation Review Task Force to undertake the 2021 update based on the Terms of Reference noted in a) above.

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

**Motion Passed (6 to 0)**

2.3 Court Security and Prisoner Transportation Program Transfer Payment Agreement

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

That, on the recommendation of the Deputy City Manager, Finance Supports the proposed by-law as appended to the staff report dated May

10, 2021 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on May 25, 2021 to:

- a) approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program (“Agreement”) attached as Schedule “1” to the staff report;
- b) authorize the Mayor and the City Clerk to execute the Agreement;
- c) authorize the Deputy City Manager, Finance Supports to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
- d) authorize the Mayor and the City Clerk to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports; and,
- e) authorize the Deputy City Manager, Finance Supports (or designate) to execute any reports required by the province under the Agreement.

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

**Motion Passed (6 to 0)**

#### 2.4 City of London Strategic Advocacy Framework

Moved by: M. van Holst  
Seconded by: J. Morgan

That, on the recommendation of the Director, Strategic Communications and Government Relations, the City of London Strategic Advocacy Framework BE RECEIVED for information.

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

**Motion Passed (6 to 0)**

#### 2.6 Elected Officials and Appointed Citizen Members 2021 Remuneration

Moved by: E. Pelozza  
Seconded by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated May 10, 2021, BE RECEIVED for information; it being noted that the communication from Councillors Cassidy, Kayabaga and Helmer was received.

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: M. Cassidy  
Seconded 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 2021; it being noted that the Corporate Services Committee received a communication dated May 7, 2021 from Councillors Helmer, Cassidy and Kayabaga with respect to this matter.

Yeas: (2): M. Cassidy, and A. Kayabaga

Nays: (4): M. van Holst, J. Morgan, E. Pelozza, and E. Holder

**Motion Failed (2 to 4)**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 How to Strengthen Accountability for Municipal Council Members

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

That the communication dated April 27, 2021 from Steve Clark Minister of Municipal Affairs and Housing, with respect to strengthening accountability for municipal council members BE RECEIVED, and that Councillor J. Morgan BE APPOINTED to participate in the consultation outlined in the communication.

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

**Motion Passed (6 to 0)**

4.2 Creation of an Architectural Heritage Reserve Fund - Councillor M. van Holst

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

That the communication dated May 2, 2021 from Councillor M. van Holst with respect to Architectural Heritage Reserve Fund and the means to establish an appropriate opening balance, BE RECEIVED.

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

**Motion Passed (6 to 0)**

4.3 1st Report of the County/City Liaison Committee

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

That the following actions be taken with respect to the 1st Report of the County/City Liaison Committee from its meeting held on April 8, 2021:

a) the following actions be taken with respect to Paramedic Services:

i) the verbal update provided by B. Rayburn and N. Roberts with respect to services being carried out by Middlesex London Paramedic Services, BE RECEIVED; and,

ii) the Mayor and the Warden BE REQUESTED to send a letter to the Premier, Minister of Health and Solicitor General indicating the willingness of the County of Middlesex and City of London to continue to work with the Province to assist with the COVID-19 Mobile Vaccine Program through the use of the Middlesex London Paramedicine Program;

it being noted that the letter noted in b) above is to be copied to the local MPPs and the Middlesex London Health Unit;

b) the following actions be taken with respect to Housing Services:

i) the verbal update provided by K. Dickins with respect to Housing Services, BE RECEIVED; and,

ii) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Housing and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy;

c) the following actions be taken with respect to Children Services:

i) the verbal update provided by C. Smith with respect to Children Services, BE RECEIVED; and,

ii) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Children Services and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy; and,

d) clauses 3.1 and 4.4 BE RECEIVED for information.

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

**Motion Passed (6 to 0)**

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

5.1 (ADDED) Application - Issuance of Proclamation - June is Deafblind Awareness Month

Moved by: M. van Holst

Seconded by: A. Kayabaga

That based on the application dated May 6, 2021 from Sensity Deafblind and Sensory Support Network of Canada, the month of June, 2021 BE PROCLAIMED June is Deafblind Awareness Month.

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

**Motion Passed (6 to 0)**

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

Moved by: E. Pelosa  
Seconded by: E. Holder

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

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

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

**6.2 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.

**6.3 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.

**6.4 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 (ADDED) 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.

**6.6 (ADDED) 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 or local board.

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

**Motion Passed (6 to 0)**

The Corporate Services Committee convenes, In Closed Session, from 1:14 PM to 1:55 PM.

**7. Adjournment**

Moved by: M. van Holst  
Seconded by: J. Morgan

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 1:57 PM.



# Civic Works Committee

## Report

The 7th Meeting of the Civic Works Committee  
May 11, 2021

PRESENT: Councillors E. Pelozo (Chair), J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, Mayor E. Holder

ALSO PRESENT: A. Pascual and M. Ribera

Remote Attendance: Councillors S. Hillier and S. Lewis; G. Belch, J. Bruin, J. Dann, D. MacRae, S. Mathers, C. McIntosh, B. Nourse, K. Oudekerk, J. Parsons, J. Raycroft, K. Scherr, G. Smith, J. Stanford, S. Tatavarti, and B. Westlake-Power.

The meeting was called to order at 12:13 PM with Councillor E. Pelozo in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. Cassidy, J. Helmer, S. Turner and P. Van Meerbergen.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: E. Holder

Seconded by: M. Cassidy

That Items 2.1, 2.3, 2.4, 2.5, 2.7, and 2.8, inclusive, BE APPROVED.

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

#### 2.1 4th Report of the Transportation Advisory Committee

Moved by: E. Holder

Seconded by: M. Cassidy

That the following actions be taken with respect to the 4th Report of the Transportation Advisory Committee, from its meeting held on April 27, 2021:

a) the attached Autonomous and Electric Vehicles Sub-Committee Report, dated March 22, 2021, from M. Rice, BE FORWARDED to the Civic Works Committee and to the Connected and Automated Vehicle (CAV) Strategy Project Team for review; and,

b) clauses 1.1, and 2.1 to 2.6, BE RECEIVED.

**Motion Passed**

2.3 Sarnia Road/Phillip Aziz Avenue and Western Road Intersection  
Environmental Assessment

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the extension of a Consulting Engineering Assignment for the Western Road and Sarnia Road / Philip Aziz Avenue Environmental Assessment:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the Environmental Assessment Study for the Western Road and Sarnia Road / Philip Aziz Avenue area in the amount of \$309,980, excluding HST, in accordance with Section 15.2 (g) 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 above-noted staff report;
- 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, including rail agreements, if required, to give effect to these recommendations. (2021-E20)

**Motion Passed**

2.4 Appointment of Consulting Engineers for Construction Administration Services - 2021 Infrastructure Renewal Program Sackville Street and 2021 Infrastructure Renewal Program Watson Street

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the appointment of consulting services for the construction administration of the 2021 Infrastructure Renewal Program Sackville Street project and Watson Street project:

- a) IBI Group BE AUTHORIZED to carry out the resident inspection and contract administration for the Sackville Street project in accordance with the estimate, on file, at an upset amount of \$229,284.00, including 10% contingency, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the Watson Street project in accordance with the estimate, on file, at an upset amount of \$262,661.30, including 10% contingency, 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 above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects;

- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; 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. (2021-E01)

**Motion Passed**

2.5 RFP21-30 - Supply and Delivery of Hydraulic Drum Brush Chippers

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to RFP 21-30, supply and delivery of hydraulic drum brush chippers:

- a) the submission from Vermeer Canada Inc., 10 Indell Lane, Brampton, Ontario L6T 3Y3, for the supply and delivery of one (1) 18" Hydraulic Brush Chipper and three (3) 15" Hydraulic Brush Chippers at a total purchase price of \$382,045.80, excluding HST, BE ACCEPTED in accordance with Section 12.2 (b) of the Procurement of Goods and Services;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases;
- c) the approval given, herein, 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 in accordance with Section 12.2 (b) of the Procurement of Goods and Services Policy; and,
- d) the funding for this purchase BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report. (2021-V03)

**Motion Passed**

2.7 Supply and Delivery of Intersection Detection Systems

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the supply and delivery of intersection detection systems:

- a) Black & McDonald Limited BE AWARDED the contract to supply and deliver intersection detection systems in the amount of \$573,896.20, excluding HST, in accordance with Section 12.2 (a) 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 above-noted staff report;
- 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 with the Contractor 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. (2021-T08)

**Motion Passed**

2.8 RFT21-07 - Innovation Park Assumption Works: Tender Award

Moved by: E. Holder

Seconded by: M. Cassidy

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 staff report dated May 11, 2021, related to the award of contract for the Innovation Park Assumption Works project:

- a) the bid submitted by Cassidy Construction London Ltd., at its tendered price of \$3,237,130.99, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Cassidy Construction London Ltd. was the lowest of seven (7) bids received;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT21-07); 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. (2021-D21)

**Motion Passed**

2.2 Contract Award - Dingman Creek Pumping Station Construction Tender T21-19

Moved by: J. Helmer

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the award of contract for the construction of the Dingman Creek Pumping Station facility:

- a) the bid submitted by Hayman Construction Inc. at its tendered price of \$21,632,010.00, excluding HST, for the Dingman Creek Pumping Station Construction project (RFT21-19), BE ACCEPTED, it being noted that the bid submitted by Hayman Construction Inc. was the lowest of four bids received and meets the City's specifications and requirements in all areas;
- b) Stantec Consulting Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the Dingman Creek Pumping Station Construction project in accordance with the estimate, on file, at an upset amount of \$749,029.38, including 10% contingency, 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 above-noted staff report, noting the required wastewater capital budget transfers and adjustments;
- 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; 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. (2021-E03)

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

## 2.6 Supply and Install 2022 to 2028 Infill Tree - RFT20-80 - Irregular Result

Moved by: M. Cassidy

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the supply and install of 2022 to 2028 infill trees:

- a) the irregular bid submitted by Kamarah Tree Farms at its tendered price of \$3,233,920.00, excluding HST, BE ACCEPTED in accordance with Section 8.10 (a) and (b), Section 13.2 (b), and Section 19.3 (b)(i) and (b)(ii) of the Procurement of Goods and Services Policy;
- b) the approval given, herein, BE CONDITIONAL upon the Corporation negotiating prices, terms and conditions with Kamarah Tree Farms to the satisfaction of the Manager of Purchasing and Supply and the Deputy City Manager, Environment and Infrastructure;
- c) 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 program (RFT20-80), and subject to future budget approval;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2021-E04)

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

## 3. Scheduled Items

None.

#### 4. Items for Direction

##### 4.1 3rd Report of the Cycling Advisory Committee

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on April 21, 2021:

- a) the following actions be taken with respect to the Public Meeting Notice, dated March 10, 2021, from S. Wise, Senior Planner, related to an Official Plan Amendment for the Masonville Secondary Plan:
  - i) a Sub-Committee BE ESTABLISHED to review the above-noted Masonville Draft Secondary Plan and report back at a future meeting of the Cycling Advisory Committee (CAC);
  - ii) the Civic Administration BE REQUESTED to attend the above-noted future CAC meeting to discuss the Sub-Committee Report to be brought forward; and,
  - iii) the Civic Administration BE REQUESTED to provide maps of the cycling routes in the area under the Masonville Draft Secondary Plan and how they connect with existing cycling infrastructure and integrates with the Cycling Master Plan;
- b) the following actions be taken with respect to a City of London PumpTrack:
  - i) the Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the creation of a pumptrack facility; and,
  - ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received; and,
- c) clauses 1.1, and 3.1 to 3.5, BE RECEIVED.

**Motion Passed**

Voting Record:

Moved by: M. Cassidy

Seconded by: S. Turner

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on April 21, 2021:

- a) the following actions be taken with respect to the Public Meeting Notice, dated March 10, 2021, from S. Wise, Senior Planner, related to an Official Plan Amendment for the Masonville Secondary Plan:
  - i) a Sub-Committee BE ESTABLISHED to review the above-noted Masonville Draft Secondary Plan and report back at a future meeting of the Cycling Advisory Committee (CAC);
  - ii) the Civic Administration BE REQUESTED to attend the above-noted future CAC meeting to discuss the Sub-Committee Report to be brought forward; and,
  - iii) the Civic Administration BE REQUESTED to provide maps of the cycling routes in the area under the Masonville Draft Secondary Plan and how they connect with existing cycling infrastructure and integrates with the Cycling Master Plan;

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

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

- b) the following actions be taken with respect to a City of London PumpTrack:
- i) the Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the creation of a pumptrack facility; and,
  - ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received;

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, S. Turner, and E. Holder

Nays: (1): P. Van Meerbergen

**Motion Passed (5 to 1)**

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

- c) clauses 1.1, and 3.1 to 3.5, BE RECEIVED.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

**5. Deferred Matters/Additional Business**

**5.1 Deferred Matters List**

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

That the Civic Works Committee Deferred Matters List as at May 3, 2021, BE RECEIVED.

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Recuse: (1): E. Holder

**Motion Passed (5 to 0)**

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

Moved by: S. Turner  
Seconded by: P. Van Meerbergen

That the Civic Works Committee convene, In Closed Session, for the purpose of considering the following:

**6.1 Litigation / Solicitor-Client Privileged Advice**

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the

purpose of providing instructions and directions to officers and employees of the Corporation, with respect to litigation currently before the Superior Court of Justice, Court file No. 1181/20 affecting the municipality in relation to the Wilton Grove Road Sanitary Sewer Project.

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

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the Wilton Grove Road Sanitary Sewer Project.

**6.3 Litigation / Solicitor-Client Privileged Advice / Confidential Information Supplied to the Corporation in Confidence**

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the City's right-of-way abutting 840 Highbury Avenue.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

The Civic Works Committee convenes, in Closed Session, from 1:12 PM to 1:52 PM.

**7. Adjournment**

The meeting adjourned at 1:56 PM.



## **Autonomous and Electric Vehicles Report - Transportation Advisory Committee**

### **Summary**

Governments across the world have taken steps to reduce greenhouse gas emissions. How will this be done? Primarily, by phasing out fossil fuelled vehicles. While Electric Vehicles (EV) are already in the city of London, they are small in number. This will change as North American retools their automobile and truck assembly plants this decade.

In the natural evolution of these vehicles, it is predicted that we will also see the introduction of Autonomous Vehicles (AV). The attached report hopes to illustrate how they will be constructed and delve into the issues which the City of London will have to come to grips with in the near term as well as providing some recommendations for the CAV Working Group to consider as they prepare their report to Civic Work Committee later this year.

### **Proposed Motion for TAC Meeting #4**

That the Civic Works Committee receive and refer the attached report to the Connected and Autonomous Vehicles (CAV) Work Group for inclusion in their ongoing review and report to Council in 2021.

# Autonomous and Electric Vehicles Report - Transportation Advisory Committee

March 22, 2021

In this report Autonomous Vehicles will be abbreviated to AV, Electrical Vehicles will be EV, Connected Vehicles will be CV.

## GENERAL INFORMATION

There have been many reports written that AV will be on the road in twenty years. That is a possibility, the more likely scenario will be a gradual phasing in of EV then AV from fossil fuel vehicles. Electrical vehicles are already in the city, they are small in number. They will grow in number after the renovation of the Detroit area assembly plants. Two major economic powers, United States and European Union, want to reduce greenhouse gas emissions by 2030. How will this be done? This will be done by phasing out fossil fuelled vehicles and introducing electric vehicles. In this report there will be more about the assembly plant. The report will give you some idea of how they will be constructed.

The London Free Press ran a series of articles on the future cars dated Dec.12, 2019. The car of the future will be powered by four small motors, this will free up storage space in the chassis for lead acid and lithium ion batteries. The heart of the car will be its information centre, also known as the dashboard, the vehicles will be purpose built around their electrical architecture. The vehicle will have embedded sensors, cameras and other electronics, the information centre will automatically give you a route that will give you a faster commute home. The information centre could and probably will be used to remind you of appointments and other daily activities.

Cybersecurity will be extremely important for everyone who uses a vehicle, cell phone, tablet as these devices can now be connected to your vehicle. QNX an operating system by Blackberry is going to be used in Hyundai vehicles that feature advanced driving and autonomous vehicle platforms. Hyundai is using the QNX system right now, they are being advertised on television since late 2019 and early 2020.

## HISTORY

Now for a little history about EV/AV. A Scot's man, Robert Anderson develops the first crude electric car about 1832. In 1859 rechargeable batteries were invented. During the 1870's the manufacture of electric cars became practical. In 1887 in Des Moines, Iowa a patent for electric car was issued. The electric car was in a parade in Des Moines, Iowa in 1888; the car appeared in the 1893's World Fair. In the 1920's there were articles about a "Phantom Car" or AV Testing continued on this car. In the 1980's promising results from came from testing at Carneige Mellon University's NAVLAB. The technology caught on, many people thought that the results were science fiction, with many reference to the television series "The Jetsons". Different companies worked on technologies whose main theme was to drive down a municipal road, interact with other vehicles, citizens, infrastructure and natural elements. In 2014 a professor at New York University wrote a book called "ReProgramming Mobility, The Digital Transformation in the USA". He envision a do nothing or delayed approach to AV. He envisioned four scenarios: Growth, Collapse, Constraint, Transformation for more information go to [HTTP://reprogrammingmobility](http://reprogrammingmobility).

## WHAT OTHERS ARE DOING: A WORLD VIEW

Japanese automakers are teaming up to develop technologies and infrastructure strategy for AV. This is done out of fear that European and American automakers are taking the lead and establishing “global standards”. Another Asian country Singapore has an ongoing project called “Future Urban Mobility”. This project has been active since 2010 and has completed several sub projects. Germany plans to upgrade the Autobahn for AV use and allow vehicle to employ infrastructure communication. The Province of Ontario has created an ecosystem for success that featured the following:

- Population
- Local weather patterns
- Terrain
- Types of dominant road networks (examples Gravel Roads, Paved, Etc)

## HOW IT WORKS

When on the road self-driving vehicles rely heavily on capturing the “live” built environment around them. The eyes of the system are 3D laser scanners that are constantly scanning everything around them to a millimetre accuracy. The acquired data is run through different algorithms, the vehicle’s algorithms looks at the acquired data and tries to make sense of what is going on around the vehicle. The algorithms help the vehicle make sense and the vehicle follows the rules of the road. Every second the vehicle is on the road it collects a tremendous amount of data, anything the vehicle can see generates data and that data is stored in real time.

## WHAT HAPPENS TO THE DATA?

The data is available to automakers now, it can be used by who may be using the data to test AV with or without government permission. The AV will have an enhanced system that will be able to read and respond to our needs. The type of personal data that could be used by the automakers includes: Voice patterns, names, home address, place of employment, schools, etc. Some of the data will be useful for traffic management. The Federal and Provincial government must clearly define what is sensitive data and what data can the municipality use.

Here is an example of how it could be done. Uber and the city of Boston plan use the data which will manage growth, reduce pollution and reduce congestion. The data captured by 3D scanners on buildings, highways, rivers etc. could easily study changes over a period of one day, one month, one year or more.

## DEFINITIONS BY TRANSPORT CANADA 2019

**AUTOMATED VEHICLE:** -uses a combination of controllers and on board computers along with sophisticated software which allows the vehicle to control at least some driving functions, instead of humans. Examples: steering, braking and acceleration, checking and monitoring the driving environment.

**CONNECTED VEHICLE:** -depends on the features installed a connected vehicle may be able to communicate with:

- its occupants such as through their mobile devices

- with other vehicles and road users
- with surrounding transportation infrastructure such as roadways and traffic lights
- internet based applications and entities

The province of Quebec has defined autonomous vehicles: to a vehicle equipped with an automated driving system that can operate a vehicle at driving level 3, 4, 5 as defined by SAE International Standard 3016. Further research at the Society of Automotive Engineers website needs to be undertaken so that the city can determine the level it is at. In addition, further research will assist London in identifying its future infrastructure needs. The Province of Quebec defines AV this way “can be operated without human monitoring or intervention. They may, also, be called driverless vehicles or intelligent vehicles.

ELECTRIC VEHICLES: -a vehicle that is partially or entirely powered by electricity

#### WHAT IS HAPPENING NOW?

All AV/CV are now at SAE level 2. These vehicles feature adaptive cruise control, park assist and automatic emergency braking. AV/CV vehicles use radar, Lidar( light detection) and possibly thermal imaging. These technologies enable real time positioning through GPS. The technologies use complex machine learning algorithms to process and respond to their surrounding environment, traffic and obstacles. CV technology often appears in tandem with AV technologies.

Vehicle to vehicle communication technology is available in Canada. The vehicle to vehicle communication enables two way data that provides information to the driver. The Vehicle to Vehicle (V to V) technology enables the vehicle to communicate with other vehicles and road infrastructure. This technology can improve situational awareness through the use of Dedicated Short Range Communication (DSRC).

This is what London can do. We must ask ourselves many questions about AV. The city needs to ask the province about the results of tests done in Stratford, ON. These tests have implications for safety, road infrastructure, mobility and land use planning. The city needs to know if there are any updates to the regulations and the city needs clearly defined regulations.

The city needs to start collecting data about anything related to AV/CV/EV. This means the city needs to ask questions, create working groups, hold workshops and educate the public. Here are some examples. How do the new technologies compliment public transit? How does the adoption of these technologies support the first and last kilometre of travel for urban transit users? Data and research will be needed to determine the life span of bridges and road infrastructure. This can be done by using sensors in bridge structures, along with working with Western University Faculty of Engineering Science. Perhaps there is a project at Western that could benefit both parties.

More questions to consider. How does the data from AV/CV change the design infrastructure and use of mobility services? AV/CV will disrupt human drivers, another huge impact will come in the employees who repair, service and use the AV/CV. They will need to upgrade their skills, retrain for another type of job. Who and how will this be done? Will it be in house or will the local college and university do the training. The city will need to redefine the skill set required for many jobs involving AV/CV.

QNX Platform made by Blackberry asked the City of Ottawa to assist them, they asked Ottawa to help construct a site with specified features. These features were a traffic light, roundabout, an on ramp, railway crossing, stop sign, yield sign and parking area. The site was, also, equipped with the latest communication technology. The site was designed as a miniature city. Blackberry was able to do more advanced testing in a lower risk environment. Other companies were able to test wireless networking technologies, advanced sensor car to car technology and car to infrastructure communication, and they were able to test a first responder scenario. These are examples of the use of 5G wireless technology.

The tests revealed that AV do not respond well as human drivers in extreme weather. There will be more information about extreme weather testing later in this report. Future plans include more testing in extreme weather conditions. The installation of 5G antennas to facilitate various 5G testing. AV will depend on the advances in technology. They will be incremental additions to today's technology.

#### WHAT CITIES CAN DO

It is possible that cities might have a dedicated lane for manually operated vehicle. The challenge will be how quickly will the consumer purchase AV/EV/CV. What will be the mix of privately owned, public transit mix? Future vehicle fleets will be EV so that cities can become greener. AV and EV along with bike paths, motor scooters and improved public transit needs to happen, this needs to be an integrated approach.

The challenges that need to be addressed are the accuracy of GPS map how up to date are they, teaching Artificial Intelligence how to function in extreme weather, ethical and legal challenges in a collision that might cause an injury are who is responsible: the driver, the manufacturer or the software developer. AV have to learn under extreme weather conditions. Rain makes it more difficult for the sensors to "see" their surroundings. The city might be required to find better or upgrade road markings. Snow covers the road markings. AV use Radar and Lidar to drive on the roadway, in extreme weather events cities may have to plow sooner, use more road salt, and other means to uncover road markings.

#### SNOW and AUTONOMOUS VEHICLES

In 2017 Finland conducted a test to see if a car could successfully navigate a snow covered road. They used two vehicles, Car A had three forwarding looking lasers, a mix of cameras, antennas, sensors, GPS and detailed positioning information to navigate its route. Car A reached a speed of forty kilometres per hour. A second car was built for urban driving. Car B had in addition to the technology in Car A two forward looking LIDARS sensors and one rear looking LIDAR. Car A was tested near Munio, in northwest Finland. The car was tested on an intelligent road the road was specifically built to be compatible with intelligent transportation systems. The road had 5G connectivity and relayed road conditions such as friction data and precise positioning. However Car A was not equipped with the ability to communicate with digital infrastructure. No information about the test was available on the internet.

Just recently, data was released by the University of Waterloo and the University of Toronto. The Canadian Adverse Driving Condition data set. The data set is based on actual scans of icy snow covered roads. It acts as a virtual training course for computer algorithms that allow AV to drive themselves. They wanted to see the worst driving conditions possible. The universities used a Lincoln MKZ hybrid that had a full suite of sensors, eight on board cameras, a LIDAR (Light detection and ranging) scanner, and GPS. The car had a recording mode that captured images at the rate of ten images per second.

During the two year study the vehicle drove over 1,000 kilometres of which 33 kilometres were in snowy harsh conditions.

The Universities teamed up with Scale AI a San Francisco, USA based Artificial Intelligence infrastructure company to label the data. Scale used a combination of computer and human imaging recognition. The company tagged more than 178,000 instances of passing vehicles. They,also, tagged more than 83,000 instances of humans and many other objects. This data was necessary as no one had any idea how AV would perform in a Canadian winter. The team did a statistical analysis, process validation and placed the data into a format that can be looked at. In the future both universities want to create technologies that can locate and track objects in adverse weather.

#### AV CV EV PROJECTS 2017-2020

- Scarborough, ON. Rouge Hill automated shuttle trial for six to twelve months starting fall 2020. The shuttle will take residents to GO station from under serviced area by public transit.
- Hamilton, ON. A connected and autonomous vehicle test bed will start in spring 2020. The test bed will be on five main streets in a two kilometre stretch of residential, commercial and eight industrial developments. The purpose of the project is to explore emerging autonomous technologies to consider future integration into traffic systems.
- Candiac, QC. Navya Shuttle Pilot was a fifteen passenger autonomous electric vehicle, it was done over a two kilometre route in a light industrial area of the city from Oct. 2018 –Oct. 2019. Its purpose was to improve transportation service in an area that was under serviced by public transit, its secondary purpose was to inform and help future planning. No information about the test results are available on the internet.
- Stratford, ON. AVIN TECHNOLOGY DEMONSTRATION ZONE (AVIN) It started in 2017 and is ongoing.
- Toronto, ON. UBER Self Driving Lab. The project started in 2017 and is ongoing. The purpose was to improve automatic mapping to make the roads safer.
- Ottawa, ON. L5 Project The project started in 2019 and is ongoing. It has a sixteen kilometre test track with a five point two kilometre high speed test loop. The purpose of the project is to test cybersecurity, adverse weather conditions and interoperability of systems.
- Alberta The project is called ELA Pilot Project in Beaumont, AB. and started in 2019. It is a twelve passenger autonomous electric vehicle on various routes for short periods of time. It is a project of Pacific Western Transportation CO. its purpose is to allow the public to experience AV. A secondary purpose was to position the company the regional transportation industry as a technology leader and promote research.
- Montreal, QC. The project was a two year study using a twelve person shuttle between Olympic Stadium and Metro (subway) along with other stops along the way. The project had a dedicated route, the project lasted from Aug.2018 to Aug.2019, within several months they added a second shuttle. There is information about this electric bus project on the internet.

## AV/CV/EV PROPULSION SYSTEM

There are several types:

- BEV or Battery Electric vehicle. They are vehicles that run on batteries and plug into an external source of electricity. These vehicles use regenerative braking to charge the battery. Regenerative braking was used by electrified railways between 1900 to 1970. It turns heat from braking into electricity to recharge the batteries.
- PHEV or Plug in Hybrid Electric Vehicles. They are hybrid vehicles that are internal combustion engines and plug into an external source of electricity.
- HFCV or Hydrogen Fuel Cell Vehicles. These vehicle derive their energy by converting chemical energy into electrical energy. These vehicles can refuel in five minutes and release no harmful tailpipe emissions. First responders will need to be very careful when responding to a vehicle involved in an accident. Hydrogen when enclosed in a cylinder can explode and burn if the cylinder is damaged. There is only a hand full of public hydrogen filling stations. These vehicles have a range of 500 kilometres.

### RECHARGING BATTERIES

BEV takes about fourteen hours at home or eight hours at work to recharge. PHEV needs one to four hours to recharge. There are two types of charging stations: Standard and Fast.

Standard supplies 240 volts to the vehicle being charged. In Ontario the cost can be a flat rate of \$4.00 regardless of the length of charge or at an hourly rate per minute based on the amount of time the vehicle is plugged in.

Fast charging stations supplies 400 volts to the vehicle being charged. Fast rate charging station charges \$17.00 per hour and is billed by the minute. The bill is based on the total time at the station.

ONLY one vehicle at a time can be charged at a fast rate charging station, the other vehicle will charge at the standard rate. At Fast Rate Charging the manufacturers have designed the batteries to be charged up to 80 to 83 of a full charge before switching over to standard charging to complete the recharging.

AV,EV,CV will most likely be powered by a rare earth metal type of battery. Although North America has an abundance of rare earths the ore is shipped to China for processing. There are several companies planning on extracting the earths from mineral sands in the southeastern US and the tailings from Alberta oil sands. Rare earths are used in magnets that are used in electric motors. As society is moving towards a low carbon emission vehicle rare earths will become more valuable.

Battery materials will be made out of Lithium, Graphite and nickel, and rare metals. The price of these materials will increase. Lithium is expected to increase by 965%, Graphite 383%, Nickel 108% by the year 2050. The batteries will become the target of thieves. Cobalt is also used in EV, the EV battery is moving to nickel to increase the range an EV can drive before recharging. Eventually these new batteries will not be able to hold a recharge and will need to be replaced. The European Union and China now have regulations that require battery manufacturers to finance the cost of collecting and recycling these new types of batteries. Ontario is moving in this direction.

## EV and PARKING.

An owner in Toronto wanted to install a parking pad on his property as he planned to purchase an EV. The City of Toronto said NO, the homeowner appealed to TLAB. TLAB agreed with the owner. The city of Toronto again said NO and banned the installation of parking pads. The city cited the following. The pads create an environmental concern, they increase the amount of storm water runoff, and increase the amount of sewage that flows into the lake. In addition the city cited lack of clarity in provincial regulation surrounding parking. In 2017 Toronto Hydro was supposed to install parking pads in select locations around the city of Toronto.

Toronto Hydro did not install the pads, they had been granted permission by TLAB. TLAB said the parking pads were allowed because they meet the following criteria: minor in nature, desirable appropriate use of the site and in keeping with the general intent and purpose of the zoning bylaw and the city's official plan. It is possible that once approved and built by Toronto Hydro the City of Toronto does not have a way to enforce what type of vehicle parks on the pad.

## THE LATEST NEWS CONCERNING AV/EV

GM announced a major renovation to Detroit area assembly plant. The plant will produce an electric pickup truck in late 2021. The pickup will be a battery operated Hummer pickup. The plans call for the plant to produce multiple electric pickups and sport utility vehicles, they will have different prices on the vehicles. At the same time GM introduced "Origin" a passenger like vehicle.

The "Origin" has been plagued with technical challenges and uncertainty around regulations about self driving vehicles. The article was not clear when GM would receive permission to use the "Origin". National Highway Traffic Safety Administration require vehicle to have mirrors and other safety devices attached to vehicles. However this has changed. A company in Mountain View, CA. called NURO has received permission to use a low speed autonomous vehicle. There will be no humans in the vehicle.

National Highway Traffic Safety Administration (US) do not require safety devices on vehicles that do less than forty kilometres per hour, NURO received temporary permission from NHTSA. The company can control the vehicles remotely if needed. The company will make safety reports in real time. The company will be reaching out to the communities where the vehicle will operate. Along with this the company will be meeting with NHTSA on a regular basis. The company has plans to use less than 100 vehicles but has permission to use 2,500 vehicles. The vehicles will be equipped with cameras, lasers, radar sensors and will travel in regular traffic.

Concerns were raised about the electrical grid being able to handle the number of EV recharging. London Hydro was asked to develop a peer to peer charging network to remove barriers to rapid adoption of EV. EV PLUG the name of the project is designed to convert chargers into block chain nodes, enabling public and private owners to share charging stations. Another part of the project is to provide consumers with more information on charging behaviour and give electrical providers the capacity to manage electrical loads.

Recent television advertisement by Ford signals their intent to assemble electric vehicles. The recent awarding of a contract to CAMI to assemble electric vehicles strongly suggest that some of these vehicles will be on London's roads in the near future. The CAMI vehicles will most likely be produced for a very large parcel delivery company.



## AN EASY PROJECT

Should you go to Toronto in the near future you may encounter this sign “10 Minutes to Eglinton”. These signs appeared on certain streets in Toronto and indicated how long it would take to get to a subway stop. The signs were generally accurate and some people wanted to know what these signs were all about. See the accompanying photo these signs have devices that capture the signal a cellphone sends out so that the cellphone can uplink and downlink. When the cellphone is put in search mode, it is trying to find the nearest cellphone tower. This will, also, occur when you turn the ignition to the on position, most cars late model are equipped with WiFi or Blue Tooth.

When two devices are in sequence along a route, a reading can be matched up and estimate the travel time. When your Bluetooth or WiFi is in search mode a signal is transmitted, the signal is encrypted and stored. MAC ID stores the information until a match is found at a downstream location. Once the system finds a match, the information is deleted. A record is generated on the time stamp and segment travel time. Signs are updated every minute.

MAC ID is not traceable to any individual device there are no data base linking device. Even when the system is looking for a match the data is encrypted. The system cannot be used to identify a specific user’s speed or travel time. This system is a common approach to detecting general traffic conditions by road authorities. More information about this system can be found on the City of Toronto’s web site.

## FUEL TAX REVENUES

As consumers switch to EV how are municipalities going to deal with the loss of revenue? The gas tax is used to fund infrastructure, sport facilities and broadband connectivity in Ontario. Two cents per litre from the gas tax fund goes into public transit. Vehicle efficiency has caused the demand for fuels to go in a downward trend The more EV are sold the trend will continue to a point that municipalities will need to find a new way to generate funds to offset the decline in funding from senior levels of government.

Infrastructure needs to be replaced, repaired and renewed during its life span. Another question to be asked is how to ensure EV pays their fair share of taxes and not get a free ride. The Residential and Civil Construction Alliance of Ontario suggest as downtown cordon pricing and congestion parking taxes. A similar idea is being tried in London England. These ideas will be politically challenging. The article from the Toronto Star published on Feb.22, 2020 has another idea.

Their idea is to charge a small user fee on all drivers. The fee MUST go to infrastructure building and maintenance. The State of Oregon is trying a user fee system called OReGo. The system charges 1.8 cents per mile. It is hoped that this fee will replace all state fuel taxes. The project has only 1,600 vehicles enrolled at the moment.

Another user pay as you drive mileage system is the IFTA. The next time you are out and about look for an eighteen wheeler with a sticker that says IFTA on the tractor. IFTA stands for International Fuel Tax Agreement. It was set up for truckers that cross the international border, it measure the mileage, route and fuel purchase details. The information is reported quarterly, IFTA uses this information to calculate the fuel taxes owing in each state or province. A user fee system such as IFTA could be set and use the amount of kilometres you drive inside and outside the province to determine how much you should pay in user fees. The user fees MUST go to infrastructure building and repair fund.

## RECOMMENDATIONS AND POLICY CHANGES

In ten to fifteen years the city will need to replace the present traffic signals with “Smart” traffic signals. This will allow the city to manage traffic flow more efficiently. “Smart” traffic signals will receive a significant amount of data that will need to be sorted or stored. “Smart” traffic signals will probably include photo radar, vehicle plate readers and other Software Designed Networks (SDN). Thus the city will need a Chief Technology Officer and Chief Privacy and Data Officer.

If council decides not to have a Chief Technology Officer, they should establish a working group consisting of a civil engineer, mechanical engineer, electrical engineer and anyone they feel is appropriate to the group. The purpose of the group is to review all new technology as it pertains to civic operations. The following questions need to be addressed:

- What will be the new regulation pertaining to data be?
- How will the data be stored?
- Will the data be stored in cloud computing?
- Will it be in a secure physical structure?
- Who will determine how the data is segregated into public or private?
- If the data is public, will the city be able to turn the data into a profitable venture?

(Note: The data that referred to in this paragraph is from vehicles to “smart” traffic lights.)

The city will need to reach out to Western University School of Engineering to get the latest updates on sensors in bridge infrastructure. The city will need to determine if there are any projects that could be sent to Western to be evaluated. These projects could be designed to improve the overall transportation system. Any project sent to Western should be mutually beneficial and should be designed to give students real life projects. A project such as what is the best paint for road markings that can be picked up by sensors or cameras during rainstorms and good weather.

The city needs to determine what type of future engineering students they will need. What will be the future trends? How can Western and Fanshawe teach and train the engineering student of the future? What is happening at the GM research facilities in Canada, how can London partner with this test facility? What are the latest research and applications being done in software and can they be used and applied by the city?

The city will need to get a copy of the Canadian Adverse Driving Data Set. This is available online at U of T or Waterloo. The data set needs to be examined, studied and how can it be applied in London. The question to be determined is how will the data set affect the city’s snow removal budget. Will the city still follow provincial guidelines or will the city put new guidelines in place, in addition what will be the cost to the taxpayer?

There are a number of ongoing and complete projects involving AV/CV/EV completed, can any data be shared with the city. The data needs to be studied, evaluated and can the information be used in London. Will there be any new projects emanating from the completed projects that London could be involved with? There are several projects underway involving regional transportation between London and surrounding communities. What type of data is going to be generated by these projects, can the projects be sustainable. If these projects are sustainable, will the vehicle be AV/CV/EV?

Charging stations will be necessary for electrical vehicles, in parts of the city where there are single dwellings an Electrical Safety Permit will be required. The charging station should be at the side of the house. Here are some challenges: in Heritage conservation districts will a Heritage Alteration Permit be required in addition to the ESA permit. If the homeowner in a HCD cannot install a charging station beside the residence, where will the owner be allowed to put the charging station? Another question what type of materials will be consistent with the character of the HCD, will the look of the charging station be modern or will it be something else. The heritage planner and heritage groups must be consulted to help determine the answers to these questions.

Townhouses, apartment buildings public spaces and public buildings will pose unique challenges for the city. Council first must determine what level EV's are at, and when that is established what will be the minimum number of charging stations required. The advice of a civil engineer, mechanical engineer and ESA should be used to set policy and determine regulations. ALL future construction MUST include detailed plans for the minimum number of charging stations with the provision of increasing the number of charging stations. This should be done with the cooperation of the developer before any permits are issued. Before any charging stations are installed the following questions must be answered:

- Does the building code need to be changed?
- Who does the inspection the city or ESA (Electrical Safety Authority)?

These questions can best be answered by examining the charging site at TD Call Centre on York Street and further enquiries may need to be done to get answers, insight or problems that may have arisen.

As the City of London is the largest shareholder in London Hydro what is the status of the Peer to Peer charging project. The data from this project or any other project should be reviewed by the Chief Data and Privacy Officer or Working Group. They will be able to determine whether the data conforms to provincial and federal laws and regulations, and can advise on council on any options.

IN terms of legal challenges:

- what is the acceptable risk to society, government and the legal system if a city owned AV/CV/EV is involved in an accident? Who is responsible? Is it the vehicle manufacturer, the company that designed and built the software, or somebody else?
- "Smart" traffic lights may possibly have software designed networks how do we integrate them into our car dominated urban planning in the future. Will the SDN be of use to law enforcement, can they be used to determine if the offence is serious or minor? If the offence is serious in nature how does law enforcement respond to the offence?

Earlier in this report we referred to an ongoing trial in Mountain View, CA. Council should monitor the progress of the project and expect periodic reports from staff.

Ontario is finalizing regulations concerning Lithium ion and other rare earth batteries. Council's policy should alignment with province. Lithium ion batteries will need to be replaced, when they are taken to a salvage operation photo id should be produced and strictly enforced for individuals. There needs to be a system in place to trace the ownership of all Lithium ion and rare earth batteries. These batteries could, also, be used to power alternative sources of energy as an example solar power farms.

Parking pads should not be allowed, someone will suggest this for charging stations. The LPAT will want to approve them citing the reasons earlier in this report. The city MUST say no because they cause more runoff during rainstorm and snow melt. In addition provincial regulations are poorly written and need to be clearly defined and understood by the city and general public.

Under the heading An Easy Project here is something the city can do. Should council decide this a worthwhile project, the project can be an easy way for council to introduce the concept of a CV. The public will feel like they are part of the process to integrate AV/CV/EV in the city. Where can this project be used? Many motorists are frustrated by delays at construction on major arterial roads this would be an excellent place to encourage motorists to seek alternate routes. The signs could be used on major arterial roads to indicate how long it takes to get from point A to Point B.

The trend for sharing fuel tax is trending down. What can council do? It can contact Residential and Civil Alliance of Ontario to get their suggestions. Council can contact the state of Oregon and ask questions about the challenges of OReGO. Council can enquire how IFTA works and the funds can be shared with the city. The CITY needs to articulate clearly that the province and federal government need to do something about fuel taxes in the future or else EV will get a free ride.

Some more final thoughts: the city will face many challenges in regards to AV/CV/EV information and data must be collected now and failure to do so will lead to chaos and a failure of leadership. Tough decisions will have to be made if carefully thought out and well explained to the public, the public will accept them.

# Strategic Priorities and Policy Committee

## Report

9th Meeting of the Strategic Priorities and Policy Committee  
May 18, 2021

**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:** C. Saunders, K. VanLammeren

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, K. Dickins, K. Edwards, L. Hamer, O. Katolyk, G. Kotsifas, D. O'Brien, J. Raycroft, K. Scherr, M. Schulthess, J. Senese, C. Smith, A. Thompson, B. Westlake-Power, R. Wilcox, J. Yanchula, P. Yeoman.

The meeting is called to order at 4:03 PM; it being noted that the following Members were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga and S. Hillier.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

#### 2.1 Comprehensive Report on Core Area Initiatives

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

- a) the staff report dated May 18, 2021 entitled "Comprehensive Report on Core Area Initiatives" BE RECEIVED;
- b) the changes to target dates for action items under the Core Area Action Plan described in the above-noted report and summarized in Appendix B: Core Area Action Plan Implementation Status Update, May 2021 BE APPROVED and used as the new basis for future progress reporting;
- c) the Civic Administration BE DIRECTED to revise the Core Area Action Plan Item #9 (Install kindness meters to directly support Core Area social service agencies) from a City-administered program to a program that provides access for community groups to meters that have been removed from active use; it being noted that Civic Administration continue to explore digital options for a City kindness meter program;
- d) the Civic Administration BE DIRECTED to report back to a Strategic Priorities and Policy Committee meeting to be held in the 2nd Quarter of 2022 on the status of the geographic distribution of parking demand, parking revenue and any recommended modifications or alternatives to the Core Area Action Plan #11; it being noted that future structure parking opportunities will also be explored;
- e) the Core Area Ambassador Pilot Program BE APPROVED as described in the above-noted report;

- f) the Dundas Place Animation and Activation 2021 plan BE RECEIVED;
- g) Project Clean Slate BE APPROVED as a pilot in 2021 and that the reallocation of \$37,500 in one-time funding resulting from COVID-19 impacts on other Core Area Action Plan efforts BE APPROVED to fund it;
- h) the Civic Administration BE AUTHORIZED to reallocate the remaining \$100,000 in one-time funding that cannot be spent in 2021 due to COVID-19 impacts to other emergent opportunities aligned with the Core Area Action Plan in 2021;
- i) the Civic Administration BE DIRECTED to work with Business Improvement Areas and other stakeholders to develop a comprehensive engagement strategy to work with other levels of government to ensure supports are in place for mental health and addictions, homelessness and housing, business supports and law enforcement; it being noted government relations work is already underway on many of these issues;
- j) the Civic Administration BE DIRECTED to develop an “Eyes on the Street” program for City operations and engage with other agencies and organizations that routinely work in the Core about integrating such a program into their operations; and,
- k) the Civic Administration BE DIRECTED to develop a performance measurement plan to assess the outcomes and impacts of various Core Area initiatives and report back to Committee and Council at year-end with an update on the information contained in the report.

**Motion Passed**

Voting Record

Moved by: J. Morgan  
 Seconded by: P. Van Meerbergen

That part d) be amended to read as follows:

- d) the Civic Administration BE DIRECTED to report back to a Strategic Priorities and Policy Committee meeting to be held in the 2nd Quarter of 2022 on the status of the geographic distribution of parking demand, parking revenue and any recommended modifications or alternatives to the Core Area Action Plan #11; it being noted that future structure parking opportunities will also be explored;

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

Motion to approve part e), as follows:

- e) the Core Area Ambassador Pilot Program BE APPROVED as described in the above-noted 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, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

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

Motion to approve part h) as follows:

h) the Civic Administration BE AUTHORIZED to reallocate the remaining \$100,000 in one-time funding that cannot be spent in 2021 due to COVID-19 impacts to other emergent opportunities aligned with the Core Area Action Plan in 2021;

Yeas: (10): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and A. Kayabaga

Nays: (5): S. Lewis, P. Squire, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Passed (10 to 5)**

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

Motion to approve the staff recommendation, excluding parts d), e) and h)

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

a) the staff report dated May 18, 2021 entitled "Comprehensive Report on Core Area Initiatives" BE RECEIVED;

b) the changes to target dates for action items under the Core Area Action Plan described in the above-note report and summarized in Appendix B: Core Area Action Plan Implementation Status Update, May 2021 BE APPROVED and used as the new basis for future progress reporting;

c) the Civic Administration BE DIRECTED to revise the Core Area Action Plan Item #9 (Install kindness meters to directly support Core Area social service agencies) from a City-administered program to a program that provides access for community groups to meters that have been removed from active use; it being noted that Civic Administration continue to explore digital options for a City kindness meter program;

f) the Dundas Place Animation and Activation 2021 plan BE RECEIVED;

g) Project Clean Slate BE APPROVED as a pilot in 2021 and that the reallocation of \$37,500 in one-time funding resulting from COVID-19 impacts on other Core Area Action Plan efforts BE APPROVED to fund it;

i) the Civic Administration BE DIRECTED to work with Business Improvement Areas and other stakeholders to develop a comprehensive engagement strategy to work with other levels of government to ensure supports are in place for mental health and addictions, homelessness and housing, business supports and law enforcement; it being noted government relations work is already underway on many of these issues;

j) the Civic Administration BE DIRECTED to develop an "Eyes on the Street" program for City operations and engage with other agencies and organizations that routinely work in the Core about integrating such a program into their operations; and,

k) the Civic Administration BE DIRECTED to develop a performance measurement plan to assess the outcomes and impacts of various Core

Area initiatives and report back to Committee and Council at year-end with an update on the information contained in the report.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

## 2.2 2025 Development Charge Study Initiation Report

Moved by: E. Pelozo

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2025 Development Charge Study:

- a) the draft Committee / Council Timetable as appended as Appendix "A" to the staff report dated May 18, 2021 BE ENDORSED;
- b) the following policy matters BE ENDORSED for review as part of the 2025 Development Charge Study:
  - i) consideration for area-specific development charges (i.e. area rating);
  - ii) Additional services for potential development charge recovery:
    - A. Housing Services
    - B. Emergency Preparedness
    - C. Water Supply
  - iii) Service standards and future capital needs for Parkland Development;
  - iv) Growth / non-growth methodologies for development charge recoverable services;
  - v) Local service policies that establish cost responsibilities related to construction and engineered growth infrastructure;
  - vi) Municipal Servicing & Financing Agreements Council Policy;
  - vii) Development Charge planning horizon for 'soft' services;
  - viii) Development Charge rate model technical adjustments;

it being noted that the policy items above will be subject to consultation with the Development Charge External Stakeholder Committee prior to recommendations being advanced to Council.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

## 2.3 Area Rating Policy Review

Moved by: J. Helmer

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to area rating to inform the upcoming 2025 Development Charges Background Study:

- a) the staff report dated May 18, 2020 and memo from Hemson Consulting on area rating BE RECEIVED for information; and,
- b) the Civic Administration BE DIRECTED to proceed with an area



rating policy review that focuses on the Development Charge services for Wastewater, Stormwater and Water Distribution.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

### **3. Scheduled Items**

#### **3.1 Public Participation Meeting - Not to be heard before 4:00 PM - 2022 Growth Management Implementation Strategy (GMIS) Update**

Moved by: J. Helmer

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2022 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated May 18, 2022 as Appendix "B"; it being noted that:

- i) Sunningdale SWM 8 will be rescheduled from 2022 to 2023;
- ii) Kilally Water Phase 2 will be rescheduled from 2022 to 2023;
- iii) Pincombe SWM P4 - West will be rescheduled from 2022 to 2026;
- iv) North Lambeth SWM P2 – North will be rescheduled from 2025 to 2023;

v) North Lambeth SWM P2 – South will be rescheduled from 2023 to 2025; and

vi) project design work for Kilally Road – Webster to Clarke will commence in 2021;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

it being noted that the Strategic Priorities and Policy Committee received a communication dated May 16, 2021 from R. Biddle with respect to this matter;

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

Mike Wallace, Executive Director, London Development Institute (LDI) - expressing support for the report, and recommendations and indicating a need for a three-year supply of building lots in order to respond to housing needs.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Additional Votes:

Moved by: E. Pelozo

Seconded by: S. Turner

Motion to open the public participation meeting.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

Motion to close the public participation meeting.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

##### **4.1 London Community Recovery Network – Community Led Ideas – Business Cases**

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

That the following actions be taken with respect to the London Community Recover Network, Community-Led Ideas:

- a) the staff report dated May 18, 2021, entitled “London Community Recovery Network – Community Led Ideas – Business Cases” BE RECEIVED; and,
- b) the following Business Cases BE APPROVED:
  - i. Business Case #1: City Wide ‘Support Local’ Promotional Campaign in the amount of \$760,000, Tourism London community lead;
  - ii. Business Case #2: Circular Economy Work and Training Platforms in the amount of \$249,000, Goodwill Industries community lead;
  - iii. Business Case #3: The Good Foods Project in the amount of \$9,800, Reimagine Institute for Community Sustainability community lead;
  - iv. Business Case #4: Investment in Ventures with Innovative Solutions in the amount of \$180,000, TechAlliance community lead;
  - v. Business Case #5: Pandemic Recovery Resources and Training to Enhance Employment for Londoners in the amount of \$135,000, Employment Sector Council community lead.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

##### **4.2 Request for a Shareholder's Meeting - Housing Development Corporation, London**

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

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

- a) the 2020 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,
- b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 21, 2021 from S. Giustizia, President & CEO, Housing Development Corporation, London with respect to this matter.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 4.3 Request for a Shareholder's Meeting - London Hydro Inc.

Moved by: P. Van Meerbergen

Seconded by: S. Lehman

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for London Hydro Inc.:

- a) the 2020 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,
- b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 28, 2021, from G. Valente, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 4.4 Request for a Shareholder's Meeting - London & Middlesex Community Housing

Moved by: M. van Holst  
Seconded by: A. Hopkins

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing:

- a) the 2020 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,
- b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for the London & Middlesex Community Housing and to invite the Chair of the Board and the Executive Director of the London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 26, 2021, from A. Mackenzie, Interim CEO, London & Middlesex Community Housing, with respect to this matter.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 4.5 2nd Report of the Governance Working Group

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

That the following actions be taken with respect to the 2nd Report of the Governance Working Committee from its meeting held on May 2, 2021:

- a) the following actions be taken with respect to Standing Committee and Council Meetings and Councillor Members' Expense Accounts and supports:
    - i) the Civic Administration BE DIRECTED to circulate a questionnaire to current Members of Council seeking their input on the following matters:
      - A. the potential scheduling of Standing Committee and Council Meetings during day-time hours and other recommendations that they may have with respect to the scheduling and the holding of Meetings; and,
      - B. enhanced or alternative supports for Councillors, including, but not limited to budgetary and staffing and support; and,
    - ii) the Civic Administration BE DIRECTED report back to the Governance Working Group on how comparable municipalities schedule Standing Committee and Council Meetings and budgetary and staffing supports provided to Councillors;
- it being noted that the Governance Working Group (GWG) received the Council Resolution dated April 14, 2021 and the communication dated April 13, 2021 from William H. Brock with respect to this matter;
- b) clauses 1.1 and 3.2 BE RECEIVED for information.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 6:17 PM.

Bill No. 243  
2021

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 25<sup>th</sup> day of May,  
2021.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Local Planning Appeal Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

Bill No. 244  
2021

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

A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”.

WHEREAS section 10(2)(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws regarding the accountability and transparency of the municipality and its operations and of its local boards and their operations;

AND WHEREAS a Code of Conduct for Members of Council was adopted by by-law and The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol was adopted by resolution of The Corporation of the City of London;

AND WHEREAS section 223.3 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, and the City of London Code of Conduct for Members of Council and The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol establish responsibilities, powers and duties of an Integrity Commissioner;

AND WHEREAS Council of The Corporation of the City of London deems it expedient to appoint an Integrity Commissioner in accordance with the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

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

1. That Gregory F. Stewart be hereby appointed as the Integrity Commissioner for the City of London and deemed to be an officer for the purposes of the *Municipal Act, 2001* S.O. 2001, c.25, as amended.
2. The Agreement attached hereto as Schedule “A” of this by-law is hereby authorized and approved.
3. The Mayor and the Clerk be hereby authorized to execute the Agreement authorized and approved in clause 2 above.
4. By-law No. A.-7842-121, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”, passed by Municipal Council on April 23, 2019 is hereby repealed.
5. This by-law comes into force and effect on June 1, 2021.

PASSED in Open Session on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – May 25, 2021  
Second reading – May 25, 2021  
Third reading – May 25, 2021

**SCHEDULE "A"**

**AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

**GREGORY F. STEWART**

(hereinafter referred to as "Stewart" and or the "Integrity Commissioner")

OF THE SECOND PART

WHEREAS section 223.3 of the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Municipal Council and who is responsible for performing in an independent manner the functions assigned by Municipal Council in accordance with the legislation and the Municipal Council approved "The Corporation of the City of London Integrity Commissioner Terms of Reference" attached hereto as Schedule 1;

WHEREAS the City wishes to retain Stewart as its Integrity Commissioner under the authority of the *Municipal Act, 2001* to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this Agreement;

NOW THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Term - The term of this Agreement is for the period commencing June 1, 2021 (the "commencement date") and ending on May 31, 2023.
2. Services - The City hereby retains and appoints Stewart as Integrity Commissioner in accordance with the *Municipal Act, 2001* and Stewart accepts such appointment and agrees to perform the functions of Integrity Commissioner in accordance with this Agreement and the "The Corporation of the City of London Integrity Commissioner Terms of Reference" attached hereto as Schedule 1 and in accordance with "The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol" attached hereto as Schedule 2. The Integrity Commissioner also agrees to perform the functions set out in the "Code of Conduct for Members of Council", the "Code of Conduct for Local Boards" and "The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol" and the City of London's "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" and as requested by the Council or Members of Council at all times in accordance with this Agreement and the *Municipal Act, 2001*.
3. Functions - As Integrity Commissioner, Stewart shall perform the functions and have the powers provided for in the Act, including but not limited to the following:
  - (1) *Advisory*: Upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of Conduct for Members of Council and City's Code of Conduct for Members of Council Complaint Protocol, hereinafter collectively referred to as the "Code of Conduct for Members of Council" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical



behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act*; and furthermore and when appropriate, provide the full Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes, the Code of Conduct for Members of Council and any other applicable procedures, rules, and policies.

The Integrity Commissioner may be requested to provide such advice confidentially to the Member of Council making the request in respect of specific facts, and in a way in which the Member of Council may rely upon the advice provided. In such circumstances and where the Integrity Commissioner is requested to do so, he may provide advice in a general way to all Members of Council respecting the interpretation of the Code of Conduct for Members of Council.

Upon proper request, provide written and/or verbal advice to individual members of Local Boards respecting the application of the Code of Conduct for Members of Local Boards and The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol, hereinafter collectively referred to as the "Code of Conduct for Members of Local Boards" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act*; and furthermore and when appropriate, provide the Local Boards with specific and general opinions and advice respecting compliance by Local Board Members in respect of the provisions of governing statutes, the Code of Conduct for Member of Local Boards and any other applicable procedures, rules, and policies

- (2) *Compliance Investigation/Determinations*: Upon receipt of a complaint, the Integrity Commissioner shall assess the validity of the complaint to determine if it is appropriate and within the mandate of the Integrity Commissioner to investigate any alleged contraventions of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards identified in the complaint. Where the Integrity Commissioner has determined that the allegations made would, if substantiated, constitute a breach of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards, the Integrity Commissioner will investigate the alleged breach in accordance with the timelines set out in "Complaint Protocols" for both Members of Council and Local Boards.
- (3) *Inquiry under s 223.4 of the Municipal Act, 2001*: Upon proper request from a member of Council or local board, municipal administration or one or more members of the public and having determined it is appropriate in the circumstances to initiate an inquiry under Subsection 223.4 of the *Municipal Act, 2001*, the Integrity Commissioner will conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards or applicable procedures, rules and policies by a member of Council and/or member of a local board and, thereafter, will report to Council and/or the local board the details and results of such inquiry.
- (4) *Reporting*: The Integrity Commissioner shall file an annual report to Municipal Council and local boards respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the City's Integrity Commissioner.
- (5) *Educational*: The Integrity Commissioner shall provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards for public confidence in Municipal

Government; and, furthermore, dissemination of information available to the public on the website operated by the City and local board.

- (6) *Municipal Conflict of Interest Act*: Members of Council and Members of local boards are governed by the *Municipal Conflict of Interest Act*. The Integrity Commissioner when requested by a Member of Council or Member of a local board will provide advice respecting their obligations under the *Municipal Conflict of Interest Act*. The Integrity Commissioner may provide educational information to Members of Council and/or Members of local boards, the municipality and the public about the *Municipal Conflict of Interest Act*. The Integrity Commissioner is to receive and conduct such formal or informal processes as may be appropriate, in accordance with the *Municipal Conflict of Interest Act*.
- (7) *Clarification or Withdrawal*: If the Integrity Commissioner is unclear about the substance of a request for advice, or if the Integrity Commissioner is unclear as to whether a request received from a Member of Council or a Member of a local board is a request for advice or a request for an investigation, then before commencing work on the matter, the Integrity Commissioner will seek clarification from the Member of Council or Member of the local board who referred the matter. Likewise, if as a result of any action taken by the Integrity Commissioner the Member of Council or the Member of a local board who referred the matter believes the action is not what was intended, the Member of Council or the Member of a local board may provide clarification to the Integrity Commissioner or may withdraw their request.
- (8) *Report to Council or local board*: The Integrity Commissioner is responsible for performing the duties set out in this section independently, and shall report directly to Council or local board in respect of all such matters.
- (9) *Documents*: The Integrity Commissioner shall provide electronic copies of any reports to the City Clerk or the secretary of the local board who shall be responsible for ensuring distribution to the appropriate individuals, except for matters received as fact-specific requests from individual Members of Council or individual member of a local board, in which case the Integrity Commissioner shall correspond directly with that individual Member of Council or individual member of a local board.

#### 4. Fees

Hourly Rate – The Integrity Commissioner will be paid a fee of TWO HUNDRED FIFTY DOLLARS PER HOUR (\$250.00/hour), plus applicable taxes, for time devoted to services as Integrity Commissioner for the City of London and Local Boards.

- a) Expenses – The Integrity Commissioner will be entitled to reimbursement of expenses incurred in relation to performance of duties contemplated by this Agreement, including but not limited to food and hotel costs, car rental, railway transportation, and/or mileage charges, all at the respective municipal rates then in effect.
- b) Legal Advice/Fees - The parties agree that, when necessary, the Integrity Commissioner may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this Agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the City of London shall pay the cost of such legal assistance and advice.

5. Reviewing Records - If requested by the City, the Integrity Commissioner shall make available to the City such time sheets, accounts, records, receipts, vouchers and other documents as the City Solicitor or City Clerk considers necessary for the purpose of substantiating the Integrity Commissioner's invoices.

The City may, at any time and from time to time during the term of this Agreement and up to ten (10) years following its termination or expiry, audit and inspect the Integrity Commissioner's accounts, records, receipts, vouchers, records of accessible customer service training (if applicable), and other similar documents relating to performance of the duties herein and shall have the right to make copies thereof and take extracts therefrom.

The Integrity Commissioner shall make available to the City the materials referred to in this section in order that the City may carry out audits and inspections as provided in this section and shall furnish the City and its authorized representative with such information as they may from time to time require. The Integrity Commissioner shall furnish such materials to the City within such timeframe as is reasonably required by the City. Without limiting the generality of the foregoing, the Integrity Commissioner shall furnish any required records of accessible customer service training to the City within ten (10) business days of the City's request, unless otherwise agreed upon by the City.

6. Confidential Process - During the term of this Agreement, pursuant to Subsection 223.5 of the *Municipal Act, 2001*, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality or a local board that the Integrity Commissioner believes to be necessary for an inquiry.

The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall reasonably preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with Subsection 223.5(1) of the *Municipal Act, 2001*.

Where the Integrity Commissioner reports to the City or a local board that in their opinion, a Member of Council or a member of a local board has contravened the Code of Conduct for Members of Council or the Code of Conduct for Members of Local Boards, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code of Canada* or of any other Act, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council or the local board.

Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

In the event the Integrity Commissioner believes access is required to files and documents for which solicitor-client privilege is claimed, the Integrity Commissioner shall discuss such request with the City Solicitor or the Solicitor for the local board and, if in the opinion of the City Solicitor or the Solicitor for the local board, such request needs to be discussed with City Council or the local board, then the direction of City Council or the local board will be sought by the City Solicitor or Solicitor for the local board, with the exclusion of the Member(s) of Council or Member of a local board, if any, under investigation.

Upon receipt of a formal complaint pursuant to the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation or alternatively to exercise the powers of a Commission under Parts I and II of the *Public Inquiries Act*, as contemplated by Subsection 223.4(2) of the Act.

Upon receipt of a formal complaint pursuant to the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, the Integrity Commissioner will first determine whether the complaint is invalid by virtue of the reason that the Integrity Commissioner determines the complaint to be,

- a) outside of the jurisdiction of the Integrity Commissioner;
- b) frivolous or vexatious;
- c) made in bad faith or without substance; or
- d) insufficient basis to conduct an investigation, including not relevant to the objectives of the *Municipal Act, 2001*, the Council Code of Conduct for Members of Council or the Code of Conduct for Local Boards or in the public interest.

Where the Integrity Commissioner so determines, they may report the nature of the formal complaint and the reason for not investigating to Municipal Council or the local board.

If the Integrity Commissioner is satisfied that a formal complaint regarding a Member of Council or a Member of a local board does not contain sufficient information to set out in a *prima facie* contravention of the Code of Conduct for Members of Council or the Code of Conduct for Members of Local Boards, the Integrity Commissioner shall stay any inquiry into the complaint. The Integrity Commissioner shall notify the complainant in accordance with the "Complaint Protocol" that the matter is stayed and provide an opportunity for the complainant to provide additional information to allow the Integrity Commissioner to determine whether there has been a possible contravention of the Code of Conduct for Members of Council or the Code of Conduct for Local Boards. Where satisfied that the information sets out a *prima facie* contravention of the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, the Integrity Commissioner shall lift the stay and conduct the inquiry and where not satisfied, the Integrity Commissioner may file a report setting out that decision.

If the Integrity Commissioner is satisfied, after considering the information contained in the complaint and any other relevant information, that a complaint regarding a Member of Council or a Member of a local board is frivolous, vexatious or not made in good faith, or where the complaint is not within the mandate of the Integrity Commissioner, they shall not conduct an inquiry. Where this becomes apparent in the course of an inquiry, the Integrity Commissioner shall terminate the inquiry and may prepare and file a report to Council or the local board.

7. Insurance - During the term of this Agreement, the Integrity Commissioner shall procure and maintain errors and omissions insurance of not less than \$2 million.

The insurance as required under this section shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the City at least sixty (60) clear days before the effective date thereof. Any revisions must be submitted to the City Solicitor for approval.

The Integrity Commissioner shall provide the City with a certificate of insurance indicating compliance with this section upon execution of this Agreement.

8. General Indemnity

The City will save harmless and fully indemnify the Integrity Commissioner, both during and following the term of this Agreement, from and against all costs, actions, suits, claims, demands whatsoever incurred in the course of actions taken within the terms of the duties to be performed by the Integrity Commissioner described herein, for any act done in good faith in the performance or intended performance of a duty or authority under the *Municipal Act, 2001* or a by-law passed under it or for any alleged neglect or default in the performance in good faith of the duty or authority. The City shall indemnify the Integrity Commissioner by i) assuming the cost of defending the Integrity Commissioner in an action or proceeding; ii) paying any damages or costs

awarded against the Integrity Commissioner as a result of an action or proceeding, iii) paying, either by direct payment or by reimbursement, any expenses reasonably incurred by the Integrity Commissioner as a result of an action or proceeding or iv) paying any sum required in connection with the settlement of an action or proceeding, to the extent that such costs, damages, expenses or sums are not assumed, paid or reimbursed under any provision of any insurance maintained by the City or the Integrity Commissioner for the benefit and protection of them against any liability incurred by them. The City shall have the right to select and retain the lawyer to represent the Integrity Commissioner in circumstances where they seek indemnity pursuant to this Agreement and shall have the right to approve any settlement of any action or proceeding. Where the Integrity Commissioner is served with any process issued out of or authorized by any court, administrative tribunal or other administrative, investigative or quasi-judicial body in connection with any action or proceeding, they shall deliver a copy of the process forthwith to the City Solicitor if they are seeking indemnity under this Agreement. The Integrity Commissioner shall cooperate fully with the City and any lawyer retained by the City to defend such action or proceeding and shall make available to such lawyer all information and documents relevant to the matter subject to applicable requirements of privilege and confidentiality.

9. Conflict of Interest - The Integrity Commissioner represents that no known conflict of interest is likely to interfere with the duties which arise from this appointment, and further, that these duties will be carried out in an impartial and neutral manner: skillfully, competently, independently and in accordance with all applicable law.

If the Integrity Commissioner becomes aware of circumstances where a conflict of interest could arise, the Integrity Commissioner shall:

- a) advise the City Solicitor immediately in writing of the nature of the conflict; and,
- b) refrain from conducting any further investigation or providing advice on the matter at issue until further direction is given by the City Solicitor.

Upon receipt of a notice in writing from the Integrity Commissioner in accordance with this section the City may:

- a) suspend or terminate this Agreement; or
- b) request the Integrity Commissioner to remove themselves from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the City Solicitor or City Clerk as soon as possible. In that case, the City Solicitor may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the City Solicitor deems appropriate.

10. No Amendment - This Agreement may only be amended in writing, duly executed by the authorized representatives of the parties.
11. Independent Contractor - Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that Stewart is a contractor independent of the City. Nothing in this Agreement shall be interpreted to render or create a relationship of employer/employee, partnership, franchise, agency, joint venture or other like arrangement as between Stewart and the City of London.
12. Statutory Officer - For all purposes relating to this Agreement, the Integrity Commissioner shall be deemed to hold the status of "Statutory Officer" under the *Municipal Act, 2001*.
13. Early Termination - This Agreement may be terminated by either party upon fifteen (15) days' written notice of early termination, delivered during the term of this Agreement.

14. Notice - Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

For the City of London:  
300 Dufferin Avenue  
PO Box 5035  
London, Ontario  
N6A 4L9

Attention: City Manager

For Gregory F. Stewart:  
Donnelly Murphy Lawyers Professional Corporation  
18 The Square  
Goderich, Ontario  
N7A 3Y7

Any written notice between the parties hereto pursuant to this Agreement which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

15. Severability - All paragraphs, terms, and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term, or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.
16. Complete Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this Agreement.
17. Amendments to Code of Conduct -The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement. The City shall consult with the Integrity Commissioner prior to changing the duties.

IN WITNESS WHEREOF the parties are to have caused the Agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

THE CORPORATION OF THE CITY OF  
LONDON

Per:

\_\_\_\_\_  
Mayor

Per:

\_\_\_\_\_  
Clerk

We have authority to bind the Corporation

\_\_\_\_\_  
Gregory F. Stewart

## Schedule “1”

### The Corporation of the City of London Terms of Reference for the Integrity Commissioner

#### 1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

#### 2. Definitions

None.

#### 3. Applicability

This Policy applies to all Members of Council and Local Boards.

#### 4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

#### 4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality’s codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The duties of the Integrity Commissioner with respect to Municipal Council are to:

- a) provide advice to Members of Council on the application of the City’s Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;
- b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the

Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;

- d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

#### 4.3 Local Boards

The duties of the Integrity Commissioner with respect to Local Boards are to:

- a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and
- g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.



## Schedule 2

# THE CORPORATION OF THE CITY OF LONDON CODE OF CONDUCT FOR MEMBERS OF COUNCIL COMPLAINT PROTOCOL

## AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Council.

Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

This Complaint Protocol was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

## PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the “Code”) may wish to address the prohibited behaviour or activity themselves as follows:

- (1) advise the Member that the behaviour or activity contravenes the Code;
- (2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;
- (3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;
- (4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;
- (5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the member of your dissatisfaction with the response; and
- (6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

## PART B: FORMAL COMPLAINT PROCEDURE:

### 1.1 Integrity Commissioner Requests for Inquiries - Section 1

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the “complaint”) shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.

(2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).

(3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.

(4) Municipal Council may also file a complaint and/or request an investigation of any of its members by public motion.

## **1.2 Initial Classification by Integrity Commissioner - Section 2**

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).

(2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:

(a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;

(b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;

(c) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;

(d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,

(e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.

(3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

(4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

## **1.3 Integrity Commissioner Investigation - Sections 3 – 5**

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.

(2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.

4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.

(2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the *Public Inquiries Act, 2009* as contemplated by subsection 223.4(2) of the Act.

(3) When the *Public Inquiries Act, 2009* applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the *Public Inquiries Act, 2009* the provision of the *Public Inquiries Act, 2009* prevails.

5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act, 2009*:

(a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and

(b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.

(2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.

(3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.

(4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.

(5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001*, the Integrity Commissioner shall not commence another inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the investigation be commenced.

(6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

#### **1.4 Integrity Commissioner Investigation - Sections 6 – 9**

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a

regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:

- (i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;
- (ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,
- (iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001*, on a Member.

7. (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.

(2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.

(3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.

(4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.

8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to Municipal Council or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

### **1.5 Municipal Council Review – Section 10**

10. (1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.

(2) Municipal Council shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Municipal Council regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

(3) In responding to the report, Municipal Council may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.

(4) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:

- (a) a reprimand; or

(b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.

(5) The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:

- (a) written or verbal public apology;
- (b) return of property or reimbursement of its value or of monies spent;
- (c) removal from membership of a committee; and,
- (d) removal as a chair of a committee.

(6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

## **1.6 Confidentiality – Section 11**

11. (1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act*, which are summarized in the following subsections.

(2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.

(3) All reports from the Integrity Commissioner to Council will be made available to the public.

(4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.

(5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.

Bill No. 245  
2021

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

A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: (i) economic, social, and environmental well-being of the municipality; and ii) 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 Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program (“Agreement”), attached hereto as Schedule “1” to this bylaw, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports is authorized to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
4. The Mayor and Clerk are authorized to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports.
5. The Deputy City Manager, Finance Supports, or their designate, is authorized to execute any report required under the Agreement authorized under section 1 of this bylaw.

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

Passed in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021



## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2021

### BETWEEN :

**Her Majesty the Queen in right of Ontario  
as represented by the Solicitor General**

(the “Province”)

- and -

**The Corporation of the City of London**

(the “Recipient”)

### BACKGROUND

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2021;
- C. Pursuant to subsection 4(1) of the Police Services Act, the Recipient is required to provide adequate and effective police services in accordance with its needs.
- D. Pursuant to subsection 5(1) of the Police Services Act, the Recipient has discharged its responsibility to provide police services by establishing the London Police Services the members of which are appointed by the London Police Services Board pursuant to subsection 31(1)(a) of the Police Services Act.
- E. Pursuant to subsection 137(1) of the Police Services Act the London Police Services Board has the following responsibilities, with respect to premises where court proceedings are conducted in the City of London:
  - 1. Ensuring the security of judges and of persons taking part in or attending proceedings.
  - 2. During the hours when judges and members of the public are normally present, ensuring the security of the premises.
  - 3. Ensuring the secure custody of persons in custody who are on or about the premises including persons taking into custody or proceedings.



4. Determining appropriate levels of security for the purposes of paragraph 1, 2 and 3.
- F. Pursuant to section 39 of the Police Services Act, the London Police Services Board submits the operating and capital estimates to the Recipient and upon reviewing the estimates, the council for the Recipient establishes an overall budget for the London Police Services Board.
- G. The cost of court security and prisoner transportation provided by the London Police Services Board pursuant to subsection 137(1) of the Police Services Act are included in the estimates provided by the London Police Services Board and funded by the Recipient.
- H. The Ministry has agreed to provide funding to the Recipient to be used to fund the costs of court security and prisoner transportation provided by the London Police Services Board in accordance with its obligations under subsection 137(1) of the Police Services Act.
- I. The Recipient has provided its 2019 CSPT costs, as confirmed in the 2019 Annual Financial Report submitted by the Recipient;
- J. Funding is allocated based on the Recipient's relative share of the total 2019 provincial CSPT cost.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) 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.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Solicitor General**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Mario Di Tommaso, O.O.M.  
Title: Deputy Solicitor General  
Community Safety

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Court Security and Prisoner Transportation Services”** means the services and activities eligible for funding, as set out in Schedule “E”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or



organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** 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* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and 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 Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.



A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”  
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	<b>\$3,298,289.24</b>
<b>Expiry Date</b>	December 31, 2021
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p><b>Address:</b> 25 Grosvenor Street Toronto ON M7A 2H3</p> <p><b>Attention:</b> Fionne Yip, Community Safety Analyst</p> <p><b>Fax:</b> 416-314-3092</p> <p><b>Email:</b> Fionne.Yip@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> The Corporation of the City of London</p> <p><b>Address:</b> 300 Dufferin Avenue London ON N6A 4L9</p> <p><b>Attention:</b> Ms. Cathy Saunders City Clerk</p> <p><b>Email:</b> csaunder@london.ca</p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2021.

The Recipient is responsible for providing the Funds to the London Police Services Board for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

For greater clarity, the London Police Services Board is responsible for providing the above noted court security and prisoner transportation services in accordance with subsection 137(1) of the Police Services Act, for which the Recipient has no responsibility. The Recipient’s responsibility is limited to providing the Funds to the London Police Services Board for these services.

**SCHEDULE “D”  
PAYMENT PLAN AND REPORTING SCHEDULES**

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The Funds in the amount of **\$3,298,289.24** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$824,572.31** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$824,572.31** will be paid to the Recipient, following the Province’s receipt and approval of the 2020 Annual Financial Report (due April 15, 2021). *Subsequent payments will not be released until the Province has received and approved the 2020 Annual Financial Report.*
- C. Third Instalment: **\$824,572.31** will be paid to the Recipient by the end of September 2021.
- D. Final instalment: **\$824,572.31** will be paid to the Recipient by the end of December 2021.
- E. The Recipient must submit the 2021 Annual Financial Report to the Province by April 15, 2022.

**SCHEDULE “E”  
COURT SECURITY AND PRISONER TRANSPORTATION  
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.



## SCHEDULE "F" TEMPLATE FOR ANNUAL FINANCIAL REPORT

<b>REPORTING MUNICIPALITY: (please select from drop down list)</b>			
<b>CONTACT INFORMATION:</b>			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	E mail:
Address:			
City:		Postal Code:	
<b>LOCAL POLICE SERVICE:</b>			
Name of Municipal or Regional Police Service or OPP Detachment:			
<b>ANNUAL EXPENDITURE SUMMARY:</b>			
<i>PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).</i>			
<i>For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.</i>			
Allocation:			
<b>COURT SECURITY COSTS</b>			
a) Total gross annual court security costs:			
b) Total annual payments provided to other municipalities for court security:			
c) Total annual payments received from other municipalities for court security:			
d) Total annual payments received from other funding sources for court security:			
<b>e) Total net annual court security costs (a + b - c - d):</b>			<b>\$0.00</b>
<b>PRISONER TRANSPORTATION COSTS</b>			
f) Total gross annual prisoner transportation costs:			
g) Total annual payments provided to other municipalities for prisoner transportation:			
h) Total annual payments received from other municipalities for prisoner transportation:			
i) Total annual payments received from other funding sources for prisoner transportation:			
<b>j) Total net annual prisoner transportation costs (f + g - h - i):</b>			<b>\$0.00</b>
<b>Total Net Annual Court Security and Prisoner Transportation Costs (e + j):</b>			<b>\$0.00</b>
Variance (Allocation - Total Net Annual Costs):			<b>\$0.00</b>
<b>SIGNATURE OF AUTHORIZED OFFICIAL:</b>			
<i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i>			
Title:	Print Name:		
Signature:			Date:

Bill No. 246  
2021

By-law No.

A by-law to approve demolition of abandoned building with municipal address of 508 Riverside Drive under the Property Standards provisions of the Building Code Act.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 15.1(3) of the *Building Code Act* provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the *Building Code Act* provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the *Building Code Act* provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the *Building Code Act* provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the *Building Code Act* provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The demolition of an abandoned building at municipal address of 508 Riverside Drive, City of London is approved, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and *Building Code Act*.

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

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – May 25, 2021  
Second reading – May 25, 2021  
Third reading – May 25, 2021

Bill No. 247  
2021

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

A by-law to approve a new Funding Agreement between The Corporation of the City of London and the London Transit Commission, authorize the Mayor and City Clerk to execute the Agreement and the Deputy City Manager, Neighbourhood and Community-Wide Services, or designate, to approve and amend the Schedules of the Agreement, delegate authority under the new Agreement, and repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239, and By-law No. A.-7494-20

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;

WHEREAS the City has the capacity, rights, powers, and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, S.O. 2001, as amended;

AND WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the London Transit Commission is a body corporate and a local board continued under By-law No. A.-6377-206;

AND WHEREAS pursuant to the provisions of Section 14 of By-law No. A.-6377-206, the parties desire to enter into an arrangement for the Commission to provide transportation at reduced fares;

AND WHEREAS the Council of The Corporation of the City of London wishes to repeal by-laws related to subsidized transit fares for visually impaired individuals, children 12 years of age and under, youth 13 to 17 and seniors 65 years of age and older in their entirety;

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

1. By-law No. L.T.C.-54-99 being a by-law to authorize the London Transit Commission to reduce the fare amount for individual bus trips for seniors aged 65 and over, to approve an agreement with the London Transit Commission for the City to provide a grant to reimburse LTC for the costs of the reduced fare amount, and to authorize the Mayor and City Clerk to execute the agreement is hereby repealed.
2. By-law No. A.-7744-239 being a by-law to approve an agreement with the London Transit Commission for the establishment of a Youth Bus Pass for individuals 13 years of age up to and including 17 years of age, and to authorize a grant to the London Transit Commission for such purpose, and to authorize the Mayor and City Clerk to execute the agreement is hereby repealed.
3. By-law No. A.-7494-20 being a by-law to approve an agreement with the London Transit Commission for free bus transportation for individuals 5 years of age to and including 12 years of age, and to authorize a grant to the London Transit Commission, and to authorize the Mayor and City Clerk to execute the agreement is hereby repealed.

4. The Funding Agreement between The Corporation of the City of London and the London Transit Commission, attached as Schedule A is hereby approved.
5. The Mayor and the City Clerk are hereby authorized to execute the above-noted Agreement.
6. The Deputy City Manager, Neighbourhood and Community-Wide Services or their designate is hereby delegated the authority to approve and amend the Schedules of the above-noted Funding Agreement.
7. The authority of the Deputy City Manager, Neighbourhood and Community-Wide Services or their designate to act under section 4 of this By-law, is subject to the following:
  - i. such actions are consistent with the requirements contained in the Funding Agreement approved in section 2 above;
  - ii. such actions are in accordance with all applicable legislation;
  - iii. such actions do not require additional funding or are provided for in the City's current budget; and,
  - iv. such actions do not increase the indebtedness or liabilities of The Corporation of the City of London.
8. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

**DRAFT**  
**THIS AGREEMENT MADE THIS X DAY OF May, 2021**

**BETWEEN**

**London Transit Commission**  
(“the Commission”)

**AND**

**The Corporation of the City of London**  
a municipality incorporated under the laws  
of the Province of Ontario:  
(“the City”)

**WHEREAS** the City has the capacity, rights, powers, and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, S.O. 2001, as amended;

**AND WHEREAS** s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

**AND WHEREAS** the Commission is a body corporate and a local board continued under By-law No. A.-6377-206;

**AND WHEREAS** pursuant to the provisions of Section 14 of By-law No. A.-6377-206, the parties desire to enter into an arrangement for the Commission to provide transportation at reduced fares as per the schedules attached, and for the City to provide grants to the Commission to cover the costs of providing such transportation at reduced fares;

**AND WHEREAS** Municipal Council resolved at its budget meeting March 2, 2020 that additional investments as outlined in Business Case 15 for the Subsidized Transit Program 2020 – 2023 BE APPROVED;

**NOW THEREFORE** in consideration of the mutual covenants contained herein the parties agree as follows:

**1. DEFINITIONS**

1.1 In this Agreement and all Schedules to this Agreement, words will be defined in accordance with the applicable legislation, unless otherwise defined in an Schedule. In this Agreement:

“**Funding Year**” means the period commencing on the Effective Date and ending on the following December 31.

“**Funds**” means the money the City provides to the Commission pursuant to the Agreement.

“**Base Funds**” means the base amount of funding the City will provide the Commission under the Agreement as set out in Schedule “A”.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Program**” means the undertaking described in Schedule “B”.

**“Reports”** means the reports described in Schedule “E”.

## **2. SCHEDULES FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT**

2.1 The following Schedules form part of this Agreement:

<b>Schedule A:</b>	Program Specific Information and Addition Provisions
<b>Schedule B:</b>	Program Description
<b>Schedule C</b>	Budget
<b>Schedule D:</b>	Payment Schedule
<b>Schedule E:</b>	Reports

## **3. TERM**

3.1 This Agreement shall take effect on signing by both parties and will continue until it is replaced or superseded by a subsequent agreement or until it is terminated pursuant to the termination provisions of this Agreement. The completion of obligations under a Schedule to this Agreement does not terminate any obligations or the validity of this Agreement or any of the other Schedules.

## **4. THE COMMISSION/CITY RELATIONSHIP**

4.1 The City will pay funding to the Commission, in accordance with this Agreement, for the purposes of implementing the Program.

4.2 If funding is allocated for the Program during the City’s public annual or update budgeting process, the amounts will be reflected in the applicable Schedule(s) hereto.

4.3 The amount, if any, shall be determined by the City on an annual basis, based on ridership projections, at intervals as identified by the City in consultation with the Commission.

4.4 The Commission, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.

4.5 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Commission or between the City and any employees, agent or contractor of the Commission.

## **5. TERMINATION**

5.1 This Agreement may be terminated by either party, for any reason, only within sixty (60) days of the annual City budget approval and upon giving sixty (60) days’ notice, in writing, without penalty or cause.

5.2 If an event of default or non-performance occurs, the City may, at any time and in its sole discretion, take any of the following actions:

(a) initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Program;

(b) provide the Commissions 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 further instalments of Funds;

(f) demand from the Commission the payment of any Funds remaining in the possession or under the control of the Commission;

- (g) demand from the Commission the payment of an amount equal to any Funds the Commission used, but did not use in accordance with the Agreement; and,
- (h) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the City upon giving Notice to the Commission in accordance with section 12.

5.3 Each of the following events will constitute an event of default or non-performance:

- (a) in the opinion of the City, the Commission breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Program;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with Schedule E, reports or such other reports as may have been requested.
- (b) the Commission makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Commission bankrupt, or applies for the appointment of a receiver;

5.4 Consequences of Termination on Notice by the City. If the City terminates the Agreement pursuant to either section 5.1 or 5.2, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Commission the payment of any Funds remaining in the possession or under the control of the Commission; and
- (c) determine the reasonable costs for the Commission to wind down the Program, and do either of the following:
  - (i) permit the Commission to offset such costs against the amount the Commission owes pursuant to section 5.3; and,
  - (ii) subject to section 4, provide Funds to the Commission to cover such costs.

## **6. INDEMNIFICATION**

6.1 The Commission undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Commission'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 Commission's, the Commission's employees, any subcontractor of the Commission, or persons for whom the Commission is responsible for (including volunteers);
- (b) any loss or misuse of funds held by the Commission, the Commission's employees, any subcontractor of the Commission, or persons for whom the Commission is responsible for (including volunteers);
- (c) the acts or omissions of the Commission, the Commission's employees, any subcontractor of the Commission, or persons for whom the Commission is responsible for (including volunteers) in performing the services or otherwise carrying on the Commission's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines and penalties;



- (d) any claim or finding that any of the Commission, the Commission's employees, any subcontractor of the Commission, or persons for whom the Commission is responsible for (including volunteers) are employees of, or are in an employment relationship with, the City or are entitled to Employment Benefits of any kind;
- (e) any liability on the part of the City under any statute (including but not limited to the *Income Tax Act* or an employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties by virtue of any of the following being considered to be an employee of the City, from Commission: the Commission's employees, any subcontractor of the Commission, or persons for whom the Commission is responsible for (including volunteers); and,
- (f) any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the Corporation to pay income tax, charges or penalties under the Income Tax Act (Canada) in respect of any claims, demands and amounts payable in accordance with the contract which may be made by, on behalf of, or related to Services Canada Skills Development and Human Resources Development Canada or by any other government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the Commission's behalf.

**7. LIABILITY INSURANCE**

7.1 The Commission undertakes and agrees that throughout the term of this Agreement, the Commission shall maintain:

- (a) general liability insurance on an occurrence basis covering the Commission, its officers, servants, contractors, and agents for an amount not less than Five Million (\$5,000,000.) dollars to cover any liability resulting from anything done or omitted by the Commission or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Commission; and,
- (b) automobile insurance for any owned or leased vehicle used by the Commission for the provision of services in an inclusive limit of not less than Five Million (\$5,000,000.) dollars against statutory liability and accident benefits.

7.2 In addition, the Commission shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Commission as described in this Agreement.

<b>Amount of Funding</b>	<b>Minimum Crime Insurance Limit</b>
Less than \$30,000	\$5,000
\$30,001 - \$100,000	\$25,000
Greater than \$100,000	\$100,000

7.3 The Commission shall submit prior to signing this Agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788, or as amended from time to time), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

7.4 Failure to procure and maintain any insurance under this Agreement or Schedules shall constitute a default under this Agreement.

## **8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS**

8.1 The Commission shall treat all confidential and proprietary information communicated to or acquired by the Commission or disclosed by the City in the course of carrying out the Program provided for herein in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Commission on any other project without the prior written approval of the City.

8.2 The Commission shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

## **9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) TRAINING**

9.1 The Commission shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

## **10. INTELLECTUAL PROPERTY**

10.1 Where the Commission develops a work or a product under this Agreement, the Commission hereby assigns to the City, and confirms that the Commission has assigned all, and not less than all, of its right, title and interest throughout the world, including reversionary interests and rights of renewal and other rights, in and to the copyright and all other rights in the work and in the product including the right to create derivative works which modify or alter the work and the product in any manner whatsoever.

10.2 Where the Commission develops a work or a product under this Agreement, the Commission hereby waives the whole of its moral rights in the work and in the product.

10.3 Where the Commission develops a work or a product under this Agreement, the Commission;

(a) represents and warrants that the use of the work or product does not violate any copyright or infringe third party intellectual property rights;

(b) covenants that the use of the work or product will not violate any copyright or infringe third party intellectual property rights;

(c) agrees to indemnify the City of any liability, injury or damage, including legal costs or expenses incurred by the City as a result of any breach or alleged breach of a term, warranty, representation or covenant in this Agreement by the Commission;

(d) agrees that the indemnities herein set forth shall survive in perpetuity; and,

(e) agrees not to institute any action against the City on the grounds that the use of the work or product constitutes an infringement of its moral rights.

## **11. RELATIONSHIP OF AGREEMENT TO SCHEDULES**

11.1 Where there is a conflict between the terms or obligations of the Agreement and a Schedule, the more restrictive term shall apply.

11.2 A default under any of the Schedules also constitutes a default under the Agreement.

11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Schedules has been delegated to the Deputy City Manager, Neighbourhood and

Community-Wide Services or their designate.

## **12. NOTICE**

- 12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Schedule.
- 12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under a Schedule) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be addressed as follows:
- If for the City:
- To: The City Clerk  
Address: 300 Dufferin Avenue  
London, Ontario N6A 4L9
- If for the Commission:
- To: London Transit Commission  
Address: 450 Highbury Ave N.  
London, ON, N5W 5L2
- 12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.
- 12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the second (2<sup>nd</sup>) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

## **13. CONFLICT OF INTEREST**

- 13.1 The Commission shall disclose in writing to the Deputy City Manager any outside interest and commitments that may generate a conflict of interest before commencing work under this Agreement and thereafter upon any such outside interest or commitment coming to the Commission's attention. "Conflict of Interest" means a situation in which the interests of the Commission or the Commission's staff or any outside interest or commitment of the Commission comes into conflict, or appears to come into conflict, with the interests of the City and includes both non-pecuniary and pecuniary interests (direct or non-direct). The Deputy City Manager shall review the conflict promptly after disclosure by the Commission and shall give the Commission notice in writing of their determination as to whether any outside interest or commitment raises a potential conflict of interest with respect to the Commission's commitments identified in the Schedules to this Agreement, and the decision of the Deputy City Manager shall be final. Disclosures of conflicts by the Commission to the Deputy City Manager shall be kept confidential except to the extent necessary to review, consider and resolve any conflict and as permitted by the *Municipal Freedom of Information and Protection of Privacy Act*. A conflict of interest may be resolved by the Commission amending its obligations under one or more Schedules to this Agreement, or by terminating one or more Schedules to this Agreement, upon the written direction of the Deputy City Manager or by the termination of the contract in accordance with section 5.

## **14. COMMUNICATIONS REQUIREMENTS**

- 14.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Commission will:
- (a) acknowledge the support of the City and the Province (where applicable) for the Program; and,

- (b) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).

14.2 The Commission will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Commission and do not necessarily reflect those of the City.

## **15. FUNDS AND CARRYING OUT THE PROGRAM**

### **15.1 Funds Provided**

The City will:

- (a) Provide the Commission with Funds based on projected costs for the purposes of carrying out the Program, in accordance with the applicable Schedule(s) attached hereto;
- (b) Notwithstanding the applicable Schedule(s), Projected costs will be reconciled annually and funding adjusted to actual costs incurred each year;
- (c) provide the Funds to the Commission in accordance with the payment plan attached to the Agreement as Schedule "D"; and,
- (d) deposit the Funds into an account designated by the Commission provided that the account:
  - (i) resides at a Canadian financial institution; and,
  - (ii) is in the name of the Commission.

### **15.2 Limitation on Payment of Funds**

Despite section 17.1:

- (a) The City is not obligated to provide any Funds to the Commission until the Commission provides the certificates of insurance or other proof as the City may request;
- (b) the City will adjust the amount of Funds it provides to the Commission in any Funding Year based upon the annual reconciliation process.

### **15.3 Use of Funds and Carry Out the Program**

The Commission will do all of the following:

- (a) Carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget; and,
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario.

### **15.4 Interest Bearing Account**

If the City provides Funds before the Commission's immediate need for the Funds, the Commission will place the Funds in an interest-bearing account in the name of the Commission at a Canadian financial institution.

### **15.5 Rebates, Credits and Refunds**

The Commission will report to the City any rebates, credits or refunds received in relation to the programs in this Agreement for the purposes of annual reconciliation.

**15.6 Schedules**

In each Funding Year subsequent to the first Funding Year, new Schedules A, B, C, D, and E (the “**Schedules**”) to the Agreement shall be established according to the following process:

- (a) the City shall provide the Commission with draft Annual Schedules intended to replace Schedules A, B, C, D, and E to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Commission, the draft Annual Schedules shall be deemed to be Schedules A, B, C, D, and E in relation to the Funding Year to which they apply.

**15.7 When Annual Schedules Not Ready Prior to Beginning of Funding Years**

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

- (a) the City may continue to provide Funds to the Commission in accordance with the Payment Plan set out in Schedule “D” for the previous Funding Year;
- (b) if the City decides to continue to provide Funds, base funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to 15.8(a).
- (c) if the City decides to provide Funds, the Commission shall continue to carry out the Program described in Schedule “B”, use the Funds in accordance with the Budget set out in Schedule “C” and provide Reports in accordance with Schedule “E” applicable to the previous Funding Year;
- (d) until such time as the Annual Schedules are finalized or this Agreement is terminated.

**16. REPORTING, ACCOUNTING AND REVIEW**

**16.1 Preparation and Submission**

The Commission will:

- (a) submit to the City all Reports in accordance with the timelines and content requirements as provided for in Schedule “E”, or in a form as specified by the City from time to time;
- (b) submit to the City any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the City; and,
- (d) ensure that all Reports and other reports are signed on behalf of the Commission by an authorized signing officer.

**16.2 Record Maintenance**

The Commission will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and,
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

**16.3 Disclosure**

To assist in respect of the rights set out in section 17.3, the Commission will disclose any information requested by the City, any authorized representatives, or any

independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case may be.

**16.4 No Control of Records**

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Commission's records.

**16.5 Auditor General**

For greater certainty, the City's rights under Article 17 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

**17. GENERAL PROVISIONS**

**17.1 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**17.2 Entire Agreement**

This Agreement and Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

**17.3 Time**

The Commission shall perform its obligations with respect to the Program expeditiously to meet the requirements of the City and shall complete any portion or portions of the Program in such order as the City may require.

**17.4 Waiver**

The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

**17.5 Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.

**17.6 Circumstances Beyond the Control of Either Party**

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including but not limited to 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.

**17.7 Survival**

All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to this Agreement shall survive termination or expiry of this Agreement.

**17.8 Joint and Several Liability**

Where the Commission is comprised of more than one entity, all such entities will be jointly and severally liable to the City for the fulfillment of the obligations of the Commission under the Agreement.

**IN WITNESS WHEREOF** the parties have caused to be executed, this Agreement SIGNED SEALED AND DELIVERED;

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Holder, Mayor

Date

\_\_\_\_\_  
Catharine Saunders, City Clerk

**London Transit Commission**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per:  
Signature

\_\_\_\_\_  
Print Name, Title  
I have authority to bind the Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

**SCHEDULE "A"**  
**PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS**

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<b>Base Funds</b>	<b>\$765,058</b>
<b>Term of Agreement</b>	June 1, 2021 to December 31, 2021
<b>City Contact information for program specific information</b>	<p>The Corporation of the City of London  300 Dufferin Avenue, PO Box 5035  LONDON, ON N6A 4L9</p> <p><b>Attention:</b> Deputy City Manager, Neighbourhood and Community-Wide Services</p> <p><b>Fax:</b> (519) 661-5793</p> <p><b>Email:</b> csmith@london.ca</p>
<b>Commission contact information for program specific information</b>	<p>London Transit Commission  450 Highbury Ave N.  London, ON, N5W 5L2</p> <p><b>Attention:</b> _____</p> <p><b>Fax:</b> _____</p> <p><b>Email:</b> _____</p>

**Additional Provisions:**

The Commission will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.



**SCHEDULE “B”  
PROGRAM DESCRIPTION**

**B1.0 PHASE I FUNDING OBJECTIVES**

One Integrated Affordable Transit Program that supports subsidized transit for Londoners:

- will reduce the current administration of the program both for the City and the Commission; and,
- will be based on measurable outcomes and will have a permanent budget that sustains the program.

The Commission will provide transportation at reduced fares to meet the funding objectives and the City will provide grants to the Commission to cover the costs of providing such transportation at reduced fares for the following:

- (a) Individuals who are visually impaired ride the bus for free (100% subsidy);
- (b) Children 12 years of age and under ride the bus for free (100% subsidy);
- (c) Youth 13 to 17 years of age have the ability to purchase a subsidized monthly bus pass (36% subsidy); and
- (d) Individuals 65 years of age and over have the ability to purchase a subsidized bus fare (25% subsidy).

**B1.1 Expectations**

- (a) The Commission is responsible for the management, operation, and administration of the Integrated Subsidized Transit program as outlined in this agreement.
- (b) The Commission shall provide to the City, from time to time, such information in addition to the service data elements as required for the City to fulfill its municipal policy and standard setting responsibilities.
- (c) Outcomes and metrics will be reviewed annually and the City and Commission will review projected ridership and costs, and will adjust future budgets accordingly.

**B2.0 COMMISSION GOVERNANCE**

B2.1 The Commission must have governance structures and accountability processes to properly administer and manage public funds and to provide services to clients.

**B3.0 SUBSIDIZED TRANSIT PROGRAM**

B3.1 Program Management  
The Commission shall:

- (a) Align planning, programming, and operations with the current City of London Strategic Plan.
- (b) Inform the City of London of any permanent or significant operating changes to the program throughout the year prior to implementation.
- (c) Deliver the Program in accordance with By-laws established

**B4.0 MEASUREMENT**

B4.1 The Commission shall provide measurement and reporting for the following data elements (**mark with an x all that apply**): (See below: Data Elements and Definitions).

Data Elements	
X	Number of Visually Impaired Passes sold at 100% subsidy
X	Number of Child Passes sold at 100% subsidy
X	Number of Youth Passes sold at 36% subsidy
X	Number of Senior Tickets sold at 25% subsidy
X	Total cost of Visually Impaired Passes sold at 100% subsidy
X	Total cost of Child Passes sold at 100% subsidy
X	Total cost of Youth Passes sold at 36% subsidy
X	Total cost of Senior Tickets sold at 25% subsidy

The Commission shall: Use data collection templates and tools provided by the City of London, and report data to the City of London in a manner deemed acceptable by the City of London when requested.

**Data Elements and Definitions**

<p><b>Name:</b> Number of Visually Impaired Passes sold at 100% subsidy  <b>Definition:</b> Number of passes sold at 100% subsidy to individuals that qualify as visually impaired.</p>
<p><b>Name:</b> Number of Child Passes sold at 100% subsidy  <b>Definition:</b> The number of passes sold at 100% subsidy to children 12 years of age and under.</p>
<p><b>Name:</b> Number of Youth Passes sold at 36% subsidy  <b>Definition:</b> The number of passes sold at 36% subsidy to youth 13 to 17 years of age.</p>
<p><b>Name:</b> Number of Senior Tickets sold at 25% subsidy  <b>Definition:</b> Total number of passes sold at 25% subsidy to individuals 65 years of age or older.</p>
<p><b>Name:</b> Total cost of Visually Impaired Passes sold at 100% subsidy  <b>Definition:</b> The total subsidy cost of passes sold at 100% subsidy to individuals that qualify as visually impaired.</p>
<p><b>Name:</b> Total cost of Child Passes sold at 100% subsidy  <b>Definition:</b> The total subsidy cost of passes sold at 100% subsidy to children 12 years of age and under.</p>
<p><b>Name:</b> Total cost of Youth Passes sold at 36% subsidy  <b>Definition:</b> The total subsidy cost of passes sold at 36% subsidy to youth 13 to 17 years of age.</p>

**SCHEDULE "C"**  
**BUDGET**

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2021 Seven Month Allocation

<b>2021 Subsidized Transit Program:</b>	<b>City of London Contribution</b>
Total Subsidized Transit Program Allocation	<b>\$ 765,058</b>

## **SCHEDULE "D" PAYMENT**

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In 2021, the grant will be payable as follows, subject to the Commission's compliance with the provisions of this Agreement:

- 1) First payment of grant funds to be paid within 30 days of the execution of this Agreement in the amount of \$255,019;
- 2) Second payment of grant funds to be paid within 30 days of receiving 1<sup>st</sup> Quarterly Report as described in Schedule E satisfactory to the City in the amount of \$255,019;
- 3) Third payment of grant funds to be paid within 30 days of receiving 2<sup>nd</sup> Quarterly Report as described in Schedule E satisfactory to the City, in the amount of \$255,020.

The City may adjust the entitlement and the resulting grant payments to reflect forecasted or actual under-spending that is reported in Quarterly Reports described in Schedule E.

**SCHEDULE "E"**  
**REPORTS**

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The Agency must provide the following submissions to the City as per the following cycle:

Report Type	Description	Due Date
Quarterly Report	Quarter to date and year to date outcome and financial reporting of data elements	July 16, 2021 October 15, 2021 January 21, 2022

Bill No. 248  
2021

By-law No. A.-6653(\_)-\_\_

A by-law to amend By-law A.-6653-121 being  
“A by-law to establish the positions of  
Hearings Officer”.

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

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

AND WHEREAS the Council of The Corporation of the City of London  
enacted By-law No. A.-6653-121 being “A by-law to establish the positions of Hearings  
Officer” on April 18, 2011 and amended on June 26, 2018 and March 24, 2020;

AND WHEREAS the Council of The Corporation of the City of London  
wishes to amend By-law A.-6653-121, as amended, being “A by-law to establish the  
positions of Hearings Officer”;

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

1. Amend section 6 of the By-law to include the following phrase after the  
last word in the sentence: “unless they are sitting as a Member of the Property  
Standards Committee”.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – May 25, 2021  
Second reading – May 25, 2021  
Third reading – May 25, 2021

Bill No. 249  
2021

By-law No. A-54-21\_\_\_\_\_

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019 passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to Schedule “A-6” for the Property Standards By-law,

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

1. That Schedule “A-6” of By-law No. A-54 be deleted and replaced with the attached Schedule “A-6”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

**Schedule “A-6”  
Administrative Monetary Penalty System By-Law  
Penalty Schedule for Property Standards**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
1	Fail to repair in an acceptable manner	2.2	\$400.00
2	Fail to maintain heritage attributes	2.7 (b)	\$400.00
3	Fail to properly secure openings	2.8.2 (a)	\$400.00
4	Fail to use proper boarding	2.8.2 (b)	\$400.00
5	Fail to properly treat boarding	2.8.2 (c)	\$400.00
6	Fail to prevent moisture penetration	2.8.3	\$400.00
7	Fail to implement maintenance plan	2.8.4	\$400.00
8	Fail to maintain exterior property - debris	3.1.1 (a)	\$400.00
9	Fail to maintain exterior property - pests	3.1.2 (b)	\$400.00
10	Fail to maintain exterior property - weeds	3.1.2 (c )	\$400.00
11	Fail to maintain exterior property – unreasonable overgrowth	3.1.2 (d)	\$400.00
12	Fail to maintain exterior property – growth causing unsafe conditions	3.1.2 (e)	\$400.00
13	Fail to maintain exterior property – unused vehicles	3.1.2 (f)	\$400.00
14	Fail to maintain exterior property – accumulation of materials	3.1.2 (g)	\$400.00
15	Fail to maintain exterior property – dilapidated structures/uncovered cavities	3.1.2 (h)	\$400.00
16	Fail to provide for uniform exterior surface	3.1.3 (a)	\$400.00
17	Fail to provide markings on exterior surface	3.1.3 (b)	\$400.00
18	Fail to prevent unstable soil conditions	3.1.4	\$400.00
19	Fail to maintain lighting	3.1.5	\$400.00
20	Fail to maintain conditions of development and redevelopment	3.1.6	\$400.00
21	Fail to maintain exterior furniture	3.1.7	\$400.00
22	Fail to maintain accessory buildings	3.2.1	\$400.00
23	Fail to maintain fences	3.3.1	\$400.00
24	Fail to maintain retaining walls	3.4.1	\$400.00
25	Fail to comply with municipal refuse collection	3.5.1	\$400.00
26	Fail to comply with refuse collection	3.5.2 (a)	\$400.00
27	Fail to make readily accessible refuse storage	3.5.2 (b)	\$400.00
28	Fail to maintain refuse storage facilities	3.5.2 ( c)	\$400.00
29	Cause obstruction by refuse	3.5.2 (d)	\$400.00
30	Fail to properly operate refuse compactor	3.5.2 (e)	\$400.00
31	Fail to maintain outside storage of refuse in litter free condition	3.5.3 (a)	\$400.00
32	Fail to maintain outside storage of refuse facility	3.5.3 (b)	\$400.00
33	Fail to screen outside refuse storage facility	3.5.3 ( c)	\$400.00
34	Fail to properly screen outside refuse storage facility from grade	3.5.3 (d)	\$400.00
35	Fail to properly screen outside refuse storage facility with visual barrier	3.5.3 (e)	\$400.00
36	Fail to maintain outside refuse storage facility an odour controlled condition	3.5.3 (f)	\$400.00



<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
37	Fail to provide for adequate inside refuge storage	3.5.4	\$400.00
38	Fail to maintain refuse chute system	3.5.5	\$400.00
39	Fail to frequently remove temporary refuge storage	3.5.6 (a)	\$400.00
40	Fail to store refuge temporarily in unsafe manner	3.5.6 (b)	\$400.00
41	Fail to cover temporary refuge storage	3.5.6 9 (c)	\$400.00
42	Fail to provide for capable structural system	4.1.1	\$400.00
43	Fail to provide for structural condition engineers report	4.1.2	\$400.00
44	Fail to maintain wall foundations	4.2.2 (a)	\$400.00
45	Fail to install sub soil drains	4.2.2 (b)	\$400.00
46	Fail to maintain sills or other supports	4.2.2 (c)	\$400.00
47	Fail to maintain grouting or waterproofing	4.2.2 (d)	\$400.00
48	Fail to restore wall to original appearance	4.2.2 (e)	\$400.00
49	Fail to preserve materials resistant to weathering or wear	4.2.2 (f)	\$400.00
50	Fail to restore or replace foundations walls floors and roof slabs	4.2.2 (g)	\$400.00
51	Fail to restore or replace cladding finishes and trims	4.2.2 (h)	\$400.00
52	Fail to repair settlement detrimental to the building	4.2.2 (i)	\$400.00
53	Fail to remove or replace unsecured materials	4.2.2 (j)	\$400.00
54	Fail to provide apertures to perform their intended function	4.3.1	\$400.00
55	Fail to maintain all doors, windows, skylights and shutters	4.3.2	\$400.00
56	Fail to maintain a required opening with a screen or other durable material	4.3.4	\$400.00
57	Fail to secure doors and windows from within unit	4.3.5	\$400.00
58	Fail to provide for screens on windows	4.3.6	\$400.00
59	Fail to provide for screens on windows in an acceptable manner	4.3.7	\$400.00
60	Fail to maintain roof and related roof structures	4.4.1	\$400.00
61	Fail to maintain chimneys and associated roof structures	4.4.2	\$400.00
62	Fail to maintain floors, stairs, porches, verandas, decks and balconies	4.5.1	\$400.00
63	Fail to provide and maintain guard	4.5.3	\$400.00
64	Fail to provide for required guard on stairs	4.5.4	\$400.00
65	Fail to provide for guard serving unfinished space	4.5.5	\$400.00
66	Fail to provide for guard with proper openings	4.5.6	\$400.00
67	Fail to provide for guard which does not facilitate climbing	4.5.7	\$400.00
68	Fail to provide and maintain handrail	4.5.8.2	\$400.00
69	Fail to provide for central handrail	4.5.8.3	\$400.00
70	Fail to provide for proper stairs within the interior of a residential dwelling unit	4.5.9.1	\$400.00
71	Fail to provide for proper residential stairs not within dwelling unit	4.5.9.2	\$400.00
72	Fail to provide for proper non-residential stairs	4.5.9.3	\$400.00
73	Fail to provide for proper service room stairs	4.5.9.4	\$400.00
74	Fail to maintain exterior surfaces	4.6.1	\$400.00
75	Fail to remove stains or defacement from exterior surfaces	4.6.2	\$400.00
76	Fail to provide for temporary barricading with compatible finishes	4.6.3	\$400.00
77	Fail to maintain interior cladding and finishes of walls, ceilings and elevator cages	4.7.1	\$400.00
78	Fail to maintain interior cladding and finishes from stains and other defacement	4.7.2	\$400.00
79	Fail to only use habitable space for human habitation	4.8.1	\$400.00

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
80	Fail to provide for proper interior cladding and finishes of walls, ceilings and floors for human habitation	4.8.2 (a)	\$400.00
81	Fail to provide for proper doors and windows for human habitation	4.8.2 (b)	\$400.00
82	Fail to provide for proper heating system for human habitation	4.8.2 (c )	\$400.00
83	Fail to provide for proper plumbing and drainage systems for human habitation	4.8.2 (d)	\$400.00
84	Fail to provide for proper electrical systems for human habitation	4.8.2 (e)	\$400.00
85	Fail to provide for a minimum floor area for human habitation	4.8.2 (f)	\$400.00
86	Fail to provide for a minimum headroom for human habitation	4.8.2 (g)	\$400.00
87	Fail to disconnect service providing light, heat, refrigeration, water or cooking facilities	4.8.3	\$400.00
88	Fail to provide toilet or urinal in room intended for sleeping or preparing, consuming or storing food	4.8.4	\$400.00
89	Fail to provide for minimum headroom in areas normally to be used as a means of egress	4.8.5 (a)	\$400.00
90	Fail to provide for a minimum headroom in areas normally to be used as a means of egress where entire area is not considered in computing the floor area	4.8.5 (b)	\$400.00
91	Fail to provide for minimum headroom for service rooms and service spaces	4.8.5 ( c)	\$400.00
92	Fail to provide for minimum headroom over stairs and landings	4.8.5 (d)	\$400.00
93	Fail to provide for a minimum headroom where door frame is located under structural beam	4.8.5 (e)	\$400.00
94	Fail to provide for and maintain ventilation in habitable room	4.8.6 (a)	\$400.00
95	Fail to provide for natural ventilation with minimum free flow	4.8.6 ( c)	\$400.00
96	Fail to provide for natural ventilation and exterior walls or through skylights	4.8.6 (d)	\$400.00
97	Fail to provide for mechanical ventilation with proper air exchange	4.8.6 ( e)	\$400.00
98	Fail to provide for natural ventilation in every washroom	4.8.6 (f)	\$400.00
99	Fail to provide for mechanical ventilation in every washroom as an alternative to natural ventilation	4.8.6 (g)	\$400.00
100	Fail to provide for a natural ventilation in every enclosed attic or roof space	4.8.6 (h)	\$400.00
101	Fail to provide for required roof, eave or gable end ventilation	4.8.6 (i)	\$400.00
102	Fail to provide ventilation in crawlspace or non-habitable basement space	4.8.6 (j)	\$400.00
103	Fail to adequately ventilate accessory rooms and residential buildings with multiple dwelling units	4.8.6 (k)	\$400.00
104	Fail to exceed maximum occupancy of habitable floor space	4.8.7	\$400.00
105	Fail to provide for proper windows in living room, dining rooms and bedrooms to provide for natural light	4.8.8	\$400.00
106	Fail to equip and maintain dwelling unit with sink provided with portable hot and cold water	4.8.9 (a)	\$400.00
107	Fail to provide utility outlets suitable for refrigerator and cooking stove	4.8.9 (b)	\$400.00
108	Fail to provide for splash back and countertop around kitchen sink	4.8.9 (c)	\$400.00
109	Fail to maintain kitchen appliances and fixtures when equipped	4.8.9 (d)	\$400.00
110	Fail to provide for a least one enclosed sanitary facility	4.8.10	\$400.00

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Provision Creating or Defining Offence</b>	<b>Column 4 Administrative Penalty Amounts</b>
111	Fail to provide for minimum floor area within dwelling unit	4.8.11 (a)	\$400.00
112	Fail to provide for minimum floor area for sleeping accommodation	4.8.11 (b)	\$400.00
113	Fail to provide for minimum floor area for dining space	4.8.11 (c)	\$400.00
114	Fail to provide for minimum floor area for combined dining space	4.8.11 (d)	\$400.00
115	Fail to provide for minimum floor area of kitchen area	4.8.11 (e)	\$400.00
116	Fail to provide for a minimum floor area of kitchen area for multiple occupants	4.8.11 (f)	\$400.00
117	Fail to provide for minimum floor area of bedrooms	4.8.11 (g)	\$400.00
118	Fail to provide for minimum floor area of bedrooms	4.8.11 (h)	\$400.00
119	Fail to provide for minimum floor area of bedrooms	4.8.11 (i)	\$400.00
120	Fail to provide for an enclosed space to accommodate for water closet bathtub or shower stall	4.8.11 (j)	\$400.00
121	Fail to maintain multiunit security devices where equipped	4.8.12	\$400.00
122	Fail to provide for sanitary and kitchen facilities based on tenant occupancy	4.9.1	\$400.00
123	Fail to provide for a required floor area	4.9.2	\$400.00
124	Fail to equip with cooking facilities	4.9.3	\$400.00
125	Fail to be equipped with sanitary facilities	4.9.4	\$400.00
126	Fail to keep all buildings free of pests	4.10.1	\$400.00
127	Fail to maintain elevating devices	5.1.1	\$400.00
128	Fail to maintain heating ventilating and mechanical systems	5.2.1	\$400.00
129	Fail to maintain minimum temperatures	5.2.2	\$400.00
130	Used portable heating as primary source of heat	5.2.3	\$400.00
131	Fail to provide for multi-unit duct type smoke detector	5.2.4	\$400.00
132	Fail to maintain plumbing and drainage free from leaks and freezing	5.3.1 (a)	\$400.00
133	Fail to supply portable hot and cold water based on occupancy served	5.3.1 (b)	\$400.00
134	Fail to provide for hot water at appropriate temperature	5.3.1 (c)	\$400.00
135	Fail to maintain provided washing machines and plumbing fixtures	5.3.2	\$400.00
136	Fail to maintain air conditioners as to prevent condensation drainage	5.3.3	\$400.00
137	Fail to maintain septic systems	5.3.4	\$400.00
138	Fail to properly decommission septic systems	5.3.5	\$400.00
139	Fail to provide for electrical outlets	5.4.1	\$400.00
140	Fail to provide for electrical wall switches in required rooms	5.4.2	\$400.00
141	Fail to conform to Ontario Electrical Code	5.4.4	\$400.00
142	Fail to provide for and maintain lighting outlet in required rooms	5.4.5	\$400.00
143	Fail to provide for and maintain access lighting	5.4.6	\$400.00
144	Fail to maintain central station electrical connections as required	5.4.7	\$400.00
145	Fail to maintain recreational amenity spaces and equipment	5.5.1	\$400.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Bill No. 250  
2021

By-law No. CP-\_\_\_\_

A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16 being “A by-law prescribing standards for the maintenance and occupancy of property.”

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 the Official Plan for the City of London includes provisions relating to conditions of maintenance and occupancy of properties;

AND WHEREAS section 15.1 of the Building Code Act provides that the Council may pass a by-law with respect to prescribing standards for the maintenance and occupancy of property, and requiring property that does not conform with the standards to be repaired and maintained with the standards on the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS the offence and penalty provisions for contraventions are as set out in section 36 of the Building Code Act, the Administrative Monetary Penalty System By-law, and the Administrative Penalties provisions in section 15.4.1 of the Building Code Act;

AND WHEREAS section 15.4.1 of the Building Code Act authorizes a municipality to require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under section 15.1, or an order of an officer under ss. 15.2(2) as deemed confirmed or as confirmed or modified by the committee or a judge under section 15.3;

AND WHEREAS section 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees or charges on persons:

- a) for services and activities provided or done by or on behalf of it; and
- b) any other municipality or any local board;

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

## 1. DEFINITIONS

### 1.1 In this By-law:

“**Acceptable**” means

- a) accepted by the Chief Building Official of the Municipality with respect to matters under the Building Code;
- b) accepted by the Chief Fire Official of the Municipality with respect to matters under the Fire Code;
- c) accepted by the Property Standards Officer with respect to the standards set out in this by-law.

“**Act**” means the *Building Code Act, 1992*, S.O. 1992, c.23 as amended;

“**Building Code**” means the regulations made under section 34 of the Act;

“**City**” means The Corporation of the City of London;

“**Committee**” means a Property Standards Committee established under this By-law referred to in Section 15.6 of the *Building Code Act, 1992*, S.O. 1992, c.23, as amended, to hear appeals of Property Standards orders;

**“Concealed space agreement”** means a document signed by the property owner or authorizing agent in which an agreement is registered on title to prohibit use or occupancy of a finished space that does not comply with the regulations outlined in this By-law;

**“Duct type smoke interlock detector”** means a device used to detect the presence of smoke in the airstream of ductwork sections of the HVAC air handling systems;

**“Exterior property areas”** means the property excluding buildings;

**“Fence”** includes a privacy or other screen;

**“Ground cover”** means organic or non-organic material applied to prevent erosion such as concrete, flagstone, gravel, asphalt, grass or other equivalent landscaping;

**“Habitable space”** means a room or area used or intended to be used for living, sleeping, cooking or eating purposes and includes a washroom;

**“Heritage attributes”** means, in relation to real property, and to the buildings and structures on the real property, the attributes of the property, buildings and structures that contribute to their cultural heritage value or interest and that is defined or described:

- a) in a by-law designating a property passed under section 29, Part IV, of the *Ontario Heritage Act* and identified as a heritage attribute, reason for designation or otherwise;
- b) in a Minister’s order made under section 34.5, Part IV, of the *Ontario Heritage Act* and identified as a heritage attribute or otherwise;
- c) in a by-law designating a heritage conservation district passed under section 41, Part V, of the *Ontario Heritage Act* and identified as a heritage attribute or otherwise; or
- d) in the supporting documentation required for a by-law designating a heritage conservation district, including but not limited to a heritage conservation district plan, assessment or inventory, and identified as heritage attributes or otherwise.

**“Maintained”** means to carry out any repairs, reconstruction, refinishing, or replacement of any part or parts of a structure or building or appurtenances including mechanical equipment required so they may properly perform the intended function;

**“Part IV Heritage property”** means real property, including all buildings and structures thereon, which has been designated by a municipality under section 29 of the *Ontario Heritage Act*, or which has been designated by the Minister under section 34.5 of the *Ontario Heritage Act*;

**“Part V Heritage property”** means real property, including all buildings and structures thereon, which is located in a heritage conservation district designated under section 41 of the *Ontario Heritage Act*;

**“Unfinished Space/Area”** means an exposed ceiling, walls and/or incomplete flooring;

**“Vacant building”** means a building or part of a building that is not used by an owner or is not occupied by an owner;

**1.2** Any word or term not defined in this by-law shall have the meaning ascribed to it that is provided for in the Act or the O. Reg. 332/12 of *Building Code Act*, 1992, S.O. 1992, c.3

**1.3** Every person shall ensure that their property conforms with the standards prescribed in this by-law.

## **2. GENERAL DUTY TO REPAIR**

### **2.1 Owners – Shall Repair and Maintain**

Owners of property that does not conform to the standards of this By-law, shall repair and maintain the property to conform with the standards of this By-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition except that no building or structure on a Part IV heritage property or a Part V heritage property

shall be altered or cleared, including but not limited to removed, demolished or relocated, except in accordance with the *Ontario Heritage Act*.

## **2.2 Repairs – Manner Acceptable**

- a) All repairs to comply with this by-law shall be carried out in a good and workmanlike manner for the trades concerned; and
- b) For the purposes of this section, and without limiting section 2.2, “good and workmanlike manner” includes: carried out with materials suitable and sufficient for that purpose and free from defects; carried out with a degree of efficiency and knowledge possessed by those with a skill set, competency, and standing in a particular trade and in accordance with recognized industry best practices; and where required by law, carried out by a duly qualified and/or licensed person.

## **2.3 Application – All Property**

This By-law applies to all property within the City of London.

## **2.4 Repairs – Vacant Building – Occupied**

All repairs to be carried out inside a vacant building or inside a vacant part thereof shall be carried out before the vacant building or vacant part is used or occupied.

## **2.5 Repairs Required – Section 15.1 – Act**

This By-law is applicable to repairs required under Section 15.1 of the Act, and sections 35.3 and 45.1 of the *Ontario Heritage Act*, but not any other section of the Act, Fire Code or any other provincial act or regulations.

## **2.6 Dimension – Specified – Officer Accept – Level of Performance**

Whenever a dimension, either maximum or minimum is specified, the Officer may accept a dimension that is more or less than the requirement provided it will not reduce the level of performance required by the By-law.

## **2.7 Standard for Heritage Properties**

- a) In section 2.7 only, “maintained” in respect of heritage attributes means maintained, preserved, protected, repaired, reconstructed, refinished, or replaced, in compliance with the *Ontario Heritage Act*. Subject to the requirements in the *Ontario Heritage Act*, maintenance may include using the same types of material as the original exterior heritage fabric of the building or structure, in order to maintain the character and visual integrity of the heritage attributes of the building or structure, in keeping with the design, colour, texture and any other distinctive feature of the original material that is being maintained.
- b) In addition to the minimum standards for the maintenance of property set out in this By-law, all of the heritage attributes of a Part IV heritage property and a Part V heritage property shall be maintained.
- c) For a Part IV heritage property, the owner must comply with the provisions of the *Ontario Heritage Act* if the alteration is likely to affect the property’s heritage attributes, and the owner must apply to Council under the *Ontario Heritage Act* to obtain written consent, or receive the Minister’s consent, as the case may be.
- d) For a Part V heritage property, the owner must comply with the provisions of the *Ontario Heritage Act* and obtain a permit when altering or permitting the alteration of any part of the property, other than the interior of any structure or building on the property, or when erecting, demolishing, or removing any building or structure on the property, or permitting same, unless excepted from such requirement under the *Ontario Heritage Act*.
- e) No building or structure on a Part IV heritage property or a Part V heritage property may be altered or cleared, including but not limited to removed, demolished, or relocated, except in accordance with the *Ontario Heritage Act*.
- f) No order made under section 15.2 of the *Building Code Act* in respect of a Part IV heritage property, or a Part V heritage property shall state that the site is to be cleared of all buildings or structures and left in a graded and levelled condition. That part of an order in respect of a Part IV heritage property or a Part V heritage

property that states that a site is to be cleared of all buildings or structures and left in a graded and levelled condition is of no force or effect.

## **2.8 VACANT BUILDINGS ON DESIGNATED HERITAGE PROPERTIES**

1. This section applies only to vacant buildings on a Part IV heritage property or a Part V heritage property.
2. Despite section 4.3, in order to minimize the potential of deterioration of a building, where the exterior doors, windows or other openings are missing, broken, improperly fitted, unsecure or in disrepair, or where the property remains vacant for a period of 30 days or more, the property shall be boarded in compliance with the following requirements:
  - a) all boards used in the boarding shall be installed from the exterior and shall be properly fitted in a watertight manner to fit within the side jambs, head jamb and the exterior bottom sill of the door or window so that any exterior trim remains uncovered and undamaged by the boarding;
  - b) all boards should be at least 12.7mm (0.5 in.) weatherproofed sheet plywood secured with nails or screws at least 50 millimetres (2 inches) in length and be installed at appropriate intervals on centre;
  - c) all boards shall be painted or otherwise treated so that the colour blends with the exterior of the building or structure.
3. In addition to section 4.6, the exterior of the building shall be maintained to prevent moisture penetration and damage from the elements.
4. In addition to section 5.2, once a vacant heritage building is secured, the building must be individually evaluated by professionals specializing in the area of building science, heritage conservation, fire prevention, and life safety to determine a heating and ventilation installation and maintenance plan in an effort to conserve the heritage attributes of the structure.

## **3. ENVIRONMENT EXTERIOR PROPERTY AREAS**

### **3.1.1 Exterior – Maintained – Neat and Tidy**

Exterior property areas shall be maintained in a neat and tidy condition.

### **3.1.2 Neat and Tidy Includes**

Without restricting the generality of subsection 3.1.1, maintained in a neat and tidy condition includes removal of:

- a) rubbish, garbage, brush, waste, litter and debris;
- b) injurious insects, termites, rodents, vermin and other pests;
- c) growth of weeds in excess of 20 cm (8")
- d) ground cover, hedges and bushes which are unreasonably overgrown;
- e) dead, decayed or damaged trees or other growth and the branches and limbs thereof which create an unsafe condition;
- f) wrecked, dismantled, inoperative, discarded, unused, or unlicensed vehicles or trailers, except in an establishment licensed or authorized to conduct or operate a wrecking business;
- g) machinery or parts thereof, or other objects or parts thereof, or accumulation of material that creates an unsafe condition or which is not in keeping with the neighbouring properties;
- h) dilapidated or collapsed structures or erections, and the filling or protecting of any uncovered cavities such as wells, cisterns, septic tanks, sink holes, or impressions.

### **3.1.3 Drives, Ramps – Surfaced – Marked**

Driveways, ramps, parking areas, paths, outside stairs and landings, except for those on properties zoned and used for agricultural purposes, shall be:

- a) surfaced, resurfaced, repaired or regraded to provide a uniform surface for pedestrian or vehicle use;
- b) provided with markings or islands, to indicate parking spaces, ingress and egress routes and snow piling areas;

#### **3.1.4 Exterior – Regraded – Prevent Unstable Soil**

Exterior property areas shall be regraded and/or provided with ground cover as appropriate to prevent unstable soil conditions, or erosion.

#### **3.1.5 Lighting – Maintained**

Lighting fixtures, lamps and their supports and connections shall be maintained in a safe and complete condition, without visible deterioration and in working order.

#### **3.1.6 All Conditions – Maintained**

All conditions of development and redevelopment including, but not limited to, drainage, ground cover, hedges, trees, landscaping, and recreation equipment shall be maintained. The Officer may accept alternatives provided the intent of the original conditions of approval are maintained.

#### **3.1.7 Furniture – Exterior Use**

All furniture used for exterior use that becomes dilapidated shall be disposed of.

### **3.2 ACCESSORY BUILDINGS**

#### **3.2.1 Accessory Buildings – Maintained**

Accessory buildings unless they are unsafe shall be maintained.

### **3.3 FENCES**

#### **3.3.1 Fences – Maintained**

Fences, except for those on properties zoned and used for agricultural purposes, shall be maintained.

### **3.4 RETAINING WALLS**

#### **3.4.1 Retaining Walls – Maintained**

Retaining walls shall be maintained and where a retaining wall in excess of 1 metre (39 inches) forms part or is adjacent to a means of egress, a guard shall be provided unless access is restricted to the retaining wall.

### **3.5 REFUSE STORAGE AND DISPOSAL**

#### **3.5.1 Refuse – Collected – Stored**

All refuse shall be collected, stored, and placed for pick-up and disposal, in accordance with the Municipal Waste & Resource Materials Collection By-law WM-12, or any successor by-law.

#### **3.5.2 Collection – Comply**

Without limiting the generality of subsection 3.5.1, the collection, handling, storage, and disposal of refuse shall comply with the following:

- a) it shall facilitate collection and disposal as required by the municipal corporation or private collecting agency, as applicable;
- b) refuse storage facilities within a building shall be readily accessible to all occupants for whom the storage facility is provided, or in the alternative be readily accessible by an operable refuse chute provided for this purpose in compliance with all regulations applicable thereto;
- c) refuse storage facilities shall be maintained in a clean, sanitary and odour controlled condition;
- d) it shall not obstruct an emergency route, recreation facility, parking area, driveway, or walkway; and



- e) where a refuse compactor is provided it shall not be connected to an electrical or other source of power unless provisions are made to prevent unauthorized operation.

### **3.5.3 Outside – Storage of Refuse**

Where refuse is permitted by an owner to be stored for disposal outside the enclosing walls of a building, the storage of refuse by that owner shall:

- a) be kept at all times in a litter free condition and in a manner that will not attract pests or create a health or safety hazard due to the nature of
- b) the storage or through deterioration, wind, or misuse of the storage facility.
- c) except for single and semi-detached residential buildings be screened if less than 60 m (196 ft) from a public highway, street, walkway, park, or residential property so as not to be visible from such locations; and (c) the required screening in (b) above shall:
- d) extend from grade to a height of 0.3 m (1 ft) above the height of the storage container(s),
- e) consist of a continuous opaque visual barrier when viewed at 90° to the surface,
- f) be maintained in a clean, sanitary and odour-controlled condition.

### **3.5.4 Refuse – Inside**

Where refuse is stored or placed for disposal inside the enclosing walls of a building the storage and placement for disposal shall be large enough to contain all refuse generated between collections by the occupants served.

### **3.5.5 Refuse Chute System – Maintained**

Where a refuse chute system was originally provided in a multiple floor building, the system shall be maintained except that acceptable alternatives may be provided if readily accessible to occupants.

### **3.5.6 Temporary Storage – Provided**

Notwithstanding the requirements of this section, temporary storage resulting solely from the construction, demolition or alteration of a building or part thereof may be placed on the property provided:

- a) it is removed frequently and in its entirety from the property.
- b) it will not cause risk to the health or safety of any person.
- c) material contained within temporary storage is covered or kept from freely moving.

## **4. BUILDINGS**

### **4.1 STRUCTURAL**

#### **4.1.1 Structural System – Capable**

A building, and every structural system or component serving a part thereof, shall be capable of sustaining its own weight together with the loads that may be imposed by the use and occupancy therein and by natural causes such as snow and winds.

#### **4.1.2 Doubt – Structural Condition – Engineer’s Report**

If, in the opinion of the officer, there is doubt as to the structural condition of a building or structure or parts thereof, the officer may order that such building or structure or parts thereof be examined by a professional engineer, licensed to practice in Ontario and employed by the owner of the building or authorized agent, and that a written report, which may include drawings for any recommended remedial work designed by the engineer, and giving details of the findings of such examination to be submitted to the officer.

#### **4.1.3 Report Acceptance**

The officer may accept the findings in the report pursuant to subsection 4.1.2 as the requirements for compliance with the required repairs provided the officer is satisfied all deficiencies have been identified and appropriately dealt with by the report.

## **4.2 FOUNDATION, WALLS, COLUMNS, BEAMS, FLOOR AND ROOF SLABS**

### **4.2.1 Foundations, Walls – Maintained**

The foundations, walls, columns, beams, floor, and roof slabs of a building including ancillary structures such as parking garages shall be maintained.

### **4.2.2 Maintenance – Includes**

Without restricting the generality of subsection 4.2.1 the maintenance may include:

- a) extension of the wall foundations below grade or regrading to provide adequate frost cover.
- b) installing subsoil drains where such would be beneficial.
- c) repairing or replacing decayed, damaged, or weakened sills, piers, posts or other supports.
- d) grouting, waterproofing, cladding or replacing as necessary so as to be weather tight.
- e) the replacement, cladding or treatment with other methods to restore the wall to its original or acceptable equivalent appearance.
- f) the applying of acceptable materials to preserve all wood, metal work or other materials not inherently resistant to weathering or wear; (g) the restoring, or replacing of:
- g) the foundations, walls, columns, beams, floor, and roof slabs; and
- h) components, cladding, finishes, and trims forming a part thereof.
- i) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the building.
- j) removing or replacing loose or unsecured objects and materials.

## **4.3 DOORS, WINDOWS AND SKYLIGHTS**

### **4.3.1 Apertures – Provided – Perform**

Apertures on the exterior surface of a building designed for doors, windows or skylights shall be provided with a door, window, or skylight capable of performing the intended function.

### **4.3.2 Doors, Windows – Maintained**

All doors, windows, skylights, and shutters, including storm and screen doors and windows shall be maintained.

### **4.3.3 Maintenance – Includes**

Without restricting the generality of subsection 4.3.2, the maintenance includes:

- a) the refitting, replacing, or renewing of damaged, decaying or defective doors, windows, frames, sashes, casings, shutters, hatchways or screens.
- b) reglazing cracked, broken or missing glass.
- c) replacing or providing defective or missing hardware.
- d) re-screening or weatherstripping where such is defective or missing.
- e) painting or the applying of a similarly effective preservative.

### **4.3.4 Required Opening – Protected**

When an opening is used or required for ventilation or illumination and is not required to be protected by a door, window, or similar closure it shall be protected with a:

- a) wire mesh screen, metal grille or other equivalent durable material; or
- b) other protection so as to effectively prevent the entry of rodents or vermin.

### **4.3.5 Door/Window – Latched or Secure**

All entrance doors to a dwelling and all opening windows in a dwelling unit shall be provided with the means of being latched or secured from within.

### **4.3.6 Windows – Screens**

All windows that can be or are required to be openable in a dwelling unit shall be provided with screens to effectively prevent the entry of insects, from May 1<sup>st</sup> to September 30<sup>th</sup> annually.

#### **4.3.7 Screens – Acceptable**

Where compliance with subsection 4.3.6 is not practicable screens shall be installed in an acceptable manner.

#### **4.3.8 Vacant Building – Exception**

Nothing in Part 4.3 shall be construed as restricting any door, window, or other opening in the exterior of a vacant building from being protected by preventing entry thereto as required by the City of London's By-law to Regulate Vacant Buildings.

### **4.4 ROOFS AND ROOF STRUCTURES**

#### **4.4.1 Roof/Related Roof Structure – Maintained**

Every roof including related roof structures, fascia's, soffits, eavestroughs, roof gutters, downpipes, guards, and lightning arrestors shall be maintained.

#### **4.4.2 Chimneys – Maintained**

Chimneys, smoke or vent stacks and other roof structures shall be maintained and free from:

- a) loose bricks and mortar and loose or broken capping.
- b) loose or rusted stanchions, guy wires, braces and attachments or other unsafe conditions.

### **4.5 FLOORS, STAIRS, VERANDAS, PORCHES, DECKS, LOADING DOCKS AND BALCONIES**

#### **4.5.1 Floors, Stairs – Maintained**

Every floor, stair, verandah, porch, deck, balcony and every appurtenance and surface finishing attached or laid thereto shall be maintained.

#### **4.5.2 Maintenance – Includes**

Without restricting the generality of subsection 4.5.1, the maintenance includes: repairing or replacing floors, treads and risers, including finishes such as linoleum and carpet that contain depressions, protrusions or are broken, torn, warped, loose or otherwise defective;

- a) renewing or strengthening structural members that are rotted, deteriorated or loose;
- b) repainting or the re-applying of other equivalent preservative, if required.

#### **4.5.3 Guard – Provided**

A guard with a minimum height of 900 mm (35 inches) shall be provided and maintained along the open sides of balconies, mezzanines, landings, or other areas where the vertical drop exceeds 600 mm (24 inches), except that a guard of 710 mm (28 inches) minimum height is acceptable for exterior porches, decks and balconies where the vertical drop from the open side exceeds 600 mm (24 inches) but does not exceed 1 800 mm (71 inches).

#### **4.5.4 Stairs – Guard Required**

Except as provided in subsection 4.5.5, every exterior stair with more than 6 risers and every interior stair with more than 2 risers shall be protected with guards on all open sides having a minimum height of 800 mm (31 inches) measured vertically above a line drawn through the outside edge of the stair nosing except that a guard of 710 mm (28 inches) minimum height is acceptable where the stair serves an exterior porch, deck, balcony or exterior landing with a floor height less than 1 800 mm (71 inches) above finished grade.

#### **4.5.5 Stair – Unfinished Space/Area – Guard**

A stair within a dwelling unit serving an unfinished space/area need only have a guard or a wall on one side.

#### **4.5.6 Guard – Openings**

Guards for residential occupancies shall have no openings which would permit the passage of a spherical object having a diameter of 100 mm (4 inches) unless it can be shown that the location and size of such openings which exceed this limit does not represent a hazard.

#### **4.5.7 Guards – Not to Facilitate Climbing**

Guards around exterior balconies, porches, and decks of buildings of residential occupancy shall be constructed not to facilitate climbing.

##### **4.5.8.1 Handrail – Provided – Maintained**

A handrail shall be provided and maintained on all stairs having more than three risers. Handrails shall have a maximum uniform height of 965 mm (38 inches) when measured vertically from a line drawn through the outside edge of the stair nosing and minimum uniform height of 800 mm (31").

##### **4.5.8.2 Handrail – Both Sides**

A handrail shall be provided on both sides for any stair wider than 1100 mm (3' 7") unless serving a single dwelling unit on all stairs with more than 3 risers.

##### **4.5.8.3 One Handrail – Central**

Except as provided in 4.5.9.1, one handrail may be provided centrally for stairs up to 2.4 metres (8') wide on all stairs with more than 3 risers.

#### **4.5.9.1 Stairs – Interior – Single Dwelling**

The stair tread rise and run for residential interior single dwelling unit shall not exceed these dimensions:

- a) maximum rise 230 mm (9")
- b) minimum tread 230 mm (9")
- c) minimum run 200 mm (8")
- d) if run is less than 240 mm (9½"), a 25 mm (1") nosing is required
- e) existing winders of not more than 3 in 90 degree and not more than 2 sets between floors are permitted and where each tread is not less than 30 degrees and each tread is not greater than 45 degrees

#### **4.5.9.2 Stairs – Residential – Not within**

The stair tread rise and run for residential stairs not within dwelling unit shall not exceed these dimensions:

- a) maximum rise 210 mm (8 1/4")
- b) minimum tread 240 mm (9 1/4")
- c) minimum run 212 mm (8 ½")
- d) if run is less than 240 mm (9 ½"), a 25 mm (1") nosing is required
- e) existing winders of not more than 3 in 90 degree and not more than 2 sets between floors are permitted and where each tread is not less than 30 degrees and each tread are not greater than 45 degrees

#### **4.5.9.3 Stairs – Non-residential**

The stair tread rise and run for non-residential stairs shall not exceed these dimensions;

- a) rise minimum 125 mm (5") maximum 200 mm (8")
- b) minimum run of 230 mm (9"), must be uniform
- c) if run is less than 240 mm (9 ½"), a 25 mm (1") nosing is required
- d) existing winders of not more than 3 in 90 degrees and not more than 1 set between floors are permitted and where each tread is not less than 30 degrees and each tread are not greater than 45 degrees.

#### **4.5.9.4 Stairs – Service Rooms – Curved/Spiral**

Stairs may exceed the requirements in 4.5.9.1, 4.5.9.2, 4.5.9.3 if serving only service rooms, service spaces and other rooms used in industrial occupancies serving equipment and machinery; or existing curved and spiral stairs in dwelling units.

## **4.6 EXTERIOR SURFACES**

### **4.6.1 Exterior Surfaces – Maintained**

All exterior surfaces on a building shall be maintained.

### **4.6.2 Remove – Stains – Defacement**

Appropriate measures shall be taken to remove any stains or other defacement occurring on the exposed finished exterior surfaces and, where necessary, to restore the surface and adjacent areas to, as near as possible, their appearance before the staining or defacement occurred.

### **4.6.3 Temporary Barricades – Finish Compatible**

Exterior surfaces of materials used for the temporary barricading of openings to the interior of a building shall be surfaced with a finish compatible with the surrounding finishes.

## **4.7 INTERIOR CLADDING AND FINISHES**

### **4.7.1 Interior – Maintained**

Interior cladding and finishes of all walls and ceilings including elevator cages shall be maintained.

### **4.7.2 Interior – Free – Stains, Defacement**

Interior cladding and finishes of all walls and ceilings of common areas shall be kept free of stains and other defacement.

## **4.8 HUMAN HABITATION AND OCCUPANCY STANDARDS**

### **4.8.1 Habitable Space – Human Habitation**

Only habitable space shall be used for human habitation.

### **4.8.2 Dwelling – Use – Human Habitation**

No dwelling unit or lodging unit shall be used for human habitation unless:

- a) interior cladding and finishes of walls, ceilings and floors are in accordance with sections 4.5 and 4.7;
- b) doors and windows are in accordance with section 4.3;
- c) a heating system is provided and maintained in accordance with section 5.2;
- d) plumbing and drainage systems are maintained in accordance with section 5.3;
- e) electrical systems are maintained in accordance with section 5.4;
- f) the minimum floor areas are in accordance with subsection 4.8.11 or 4.9.2;
- g) the minimum headroom is in accordance with subsection 4.8.5.

### **4.8.3 No Owner – Disconnect – Any Service**

No owner, nor anyone acting on his behalf, shall cease, disconnect, or caused to be disconnected any service, supply of fuel or utility providing light, heat, refrigeration, water, or cooking facilities for a dwelling unit occupied by a tenant or lessee, except for such reasonable period of time as may be required for the purpose of repairing, replacing or altering such service or utility.

### **4.8.4 No Toilet – Located**

No toilet or urinal shall be located in a room used for or intended to be used for sleeping or preparing, consuming, or storing food.

### **4.8.5 Headroom – Heights**

The minimum floor to ceiling headroom for habitable space shall:

- a) not be less than 1.95 m (6 ft 5 in) over the floor area and in any location that would normally be used as a means of egress; or
- b) not be less than 1.95 m (6 ft 5 in) over at least 50% of the floor area, provided that any part of the floor having a clear height of less than 1.4 m (4 ft 7 in) shall not be considered in computing the floor area. However, a minimum height of 1.95 m (6 ft 5 in) shall be required for all floor area used as a means of egress.

#### **4.8.5.1 Headroom – Height exceptions**

Minimum floor to ceiling headroom for habitable space shall follow provisions in 4.8.5, with the following exceptions:

- a) except as required in section 4.8.5(a), headroom may have a lower requirement if serving only service rooms and service spaces. This includes service rooms and service spaces/areas that have laundry amenities.
- b) not be less than 1800 mm (5' 11") over stairs and landing. This also includes unfinished spaces/areas with laundry amenities.
- c) except as required in section 4.8.5(a), headroom may have a height of 1.92m (6'3") only where a door frame is located under a structural load bearing element.

#### **4.8.6 Ventilation – Provided – Maintained**

Every habitable room except for a living room and a dining room shall be provided and maintained with natural ventilation which shall:

- a) consist of an opening or openings with a minimum aggregate unobstructed free flow area of 0.278 m<sup>2</sup> (3 sq ft), and
- b) be located in the exterior walls or through openable parts of skylights, or
- c) mechanical ventilation which shall change the air once each hour;
- d) every washroom shall be provided with an opening or openings for natural ventilation located in an exterior wall or through openable parts of skylights and all such openings shall have a minimum aggregate unobstructed free flow area of 0.092 m<sup>2</sup> (1 sq ft);
- e) an opening for natural ventilation may be omitted from a bathroom or toilet room where a system of mechanical ventilation has been provided, such as an exhaust fan with a duct leading to outside the dwelling;
- f) every enclosed attic or roof space shall be vented by openings to the exterior to provide at least 0.092 m<sup>2</sup> (1 sq ft) of unobstructed vent area for every 27.9 m<sup>2</sup> (300 sq ft) of attic or roof space;
- g) the vents required by clause (c) may be roof, eave or gable-end type or any combination thereof;
- h) a crawl space or non-habitable basement space shall be adequately ventilated to the exterior by natural or mechanical means;
- i) in residential buildings with multiple dwelling units, every laundry room, garbage disposal room, boiler room, storage garage, public corridors and other similar public rooms or spaces of the building shall be adequately ventilated.

#### **4.8.7 Occupancy – Maximum**

The maximum number of residents in a dwelling unit or lodging house shall not exceed one (1) person per 9.3 m<sup>2</sup> (100 ft<sup>2</sup>) of habitable floor space.

#### **4.8.8 Windows – Provided**

Living rooms, dining rooms and bedrooms shall be provided with one or more windows and/or skylights that have a total natural light transmitting area of 5% of the floor area in the case of living and dining rooms and 2.5% of the floor area in the case of bedrooms.

#### **4.8.9 Cooking Facilities – Equipped**

Each dwelling unit shall have cooking facilities:

- a) equipped with a sink that:
  - (i) is provided with potable hot and cold water; and
  - (ii) is maintained;
- b) equipped with electrical or other service, fuel or utility outlets suitable for refrigerator and cooking stove; and
- c) equipped with an impervious splash back and countertop around the kitchen sink; and
- d) when equipped with a refrigerator, cooking stove, kitchen fixtures and fittings have such appliances, fixtures and fittings maintained.

#### **4.8.10 Enclosed Sanitary Facilities – One Containing**

Each dwelling unit shall have enclosed sanitary facilities with at least one containing:

- a) toilet;
- b) wash basin;
- c) bathtub or shower;
- d) water resistant floor;
- e) water resistant wall around the bathtub or shower; and
- f) a door in the enclosure that can be secured from the inside and can be opened from the outside in an emergency.

#### **4.8.11 Minimum – Area – Dwellings**

The minimum floor areas for a dwelling unit shall be as follows:

- a) living areas within dwelling units, either as separate rooms or in combination with other spaces, shall have an area not less than 13.5 m<sup>2</sup> (145 ft<sup>2</sup>).
- b) where the area of a living space is combined with a kitchen and dining area, the living area alone in a dwelling unit that contains sleeping accommodation for not more than 2 persons shall be not less than 11 m<sup>2</sup> (118 ft<sup>2</sup>);
- c) a dining space in combination with other space shall have an area of not less than 3.25 m<sup>2</sup> (35 ft<sup>2</sup>);
- d) dining rooms not combined with other space shall have a minimum area of 7 m<sup>2</sup> (75 ft<sup>2</sup>);
- e) kitchen areas within dwelling units either separate from or in combination with other spaces, shall have an area of not less than 4.2 m<sup>2</sup> (45 ft<sup>2</sup>) including the area occupied by the base cabinets, except that in dwelling units containing sleeping accommodation for not more
- f) than 2 persons, the minimum area shall be 3.7 m<sup>2</sup> (40 ft<sup>2</sup>);
- g) except as provided in clause (g) and (h), bedrooms in dwelling units shall have an area not less than 7 m<sup>2</sup> (75 ft<sup>2</sup>) where built-in cabinets are not provided and not less than 6 m<sup>2</sup> (65 ft<sup>2</sup>) where built-in cabinets are provided;
- h) except as provided in clause (h), not less than one bedroom in every dwelling unit shall have an area of not less than 9.8 m<sup>2</sup> (105 ft<sup>2</sup>) where built-in cabinets are not provided and not less than 8.8 m<sup>2</sup> (95 ft<sup>2</sup>) where built-in cabinets are provided;
- i) bedroom spaces in combination with other spaces in dwelling units shall have an area not less than 4.2 m<sup>2</sup> (45 ft<sup>2</sup>); and
- j) in every dwelling unit, an enclosed space of sufficient size shall be provided to accommodate a water closet, wash basin and bathtub or shower stall.

#### **4.8.12 Multi-Unit Security Devices**

In multiple dwellings where a voice communications system between each dwelling unit and the front lobby and security locking and release facilities for the entrance, have been provided and are controlled from each dwelling unit, such facilities shall be maintained.

### **4.9 LODGING HOUSES**

#### **4.9.1 Lodging House – Requirement**

Each lodging house shall have at least one toilet, one wash basin and one bathtub or shower for every five tenants and all tenants shall have access to a kitchen sink.

#### **4.9.2 Floor Area – Required**

The minimum floor areas for a lodging unit shall be as follows:

- a) sleeping rooms shall have an area not less than 7 m<sup>2</sup> (75 ft<sup>2</sup>) per person for single occupancy and 4.6 m<sup>2</sup> (50 ft<sup>2</sup>) per person for multiple occupancy.

#### **4.9.3 Cooking Facilities – Equipped**

Where a lodging house has cooking facilities, they shall be;

- a) equipped with a sink that:
  - i. is provided with potable hot and cold water; and
  - ii. is maintained;
- b) equipped with electrical or other service, fuel, or utility outlets suitable for refrigerator and cooking stove; and

- c) equipped with an impervious splash back and countertop around the kitchen sink; and
- d) when equipped by the owner with a refrigerator, cooking stove, kitchen fixtures and fittings have such appliances, fixtures and fittings maintained.

#### **4.9.4 Sanitary Facilities – Contained**

Each lodging house shall have enclosed sanitary facilities containing:

- a) toilet;
- b) wash basin;
- c) bathtub or shower;
- d) water resistant floor;
- e) water resistant wall around the bathtub or shower; and
- f) a door in the enclosure that can be secured from the inside and can be opened from the outside in an emergency.

### **4.10 PEST INFESTATION**

#### **4.10.1 Free of Pests**

All buildings shall be kept free of rodents, vermin, insects, and other pests at all times and methods used for exterminating rodents or insects or both shall be in accordance with the provisions of the *Pesticides Act, R.S.O. 1990, Chapter P.11*, as amended, and all regulations enacted pursuant thereto.

## **5. BUILDING SERVICES, SYSTEMS AND FACILITIES**

### **5.1 ELEVATING DEVICES**

#### **5.1.1 Elevating Devices – Maintained**

Elevating devices shall be maintained:

- a) in accordance with the requirements of the *Elevating Devices Act, R.S.O. 1990, Chapter E.8* and the Fire Code;
- b) with all parts and appendages, including lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans in good repair and operational; and
- c) repaired as expeditiously as possible.

### **5.2 HEATING, VENTILATING AND MECHANICAL SYSTEMS**

**5.2.1 Heating, Ventilating and Mechanical Systems – Maintained** Heating, ventilating and mechanical systems including factory-built stoves, fireplaces and chimneys, fans, air conditioners, pumps, filtration and other equipment provided to supply heat and air conditioning or other services shall be maintained.

#### **5.2.2 Heating System – Capable – Temperatures**

The heating system shall be capable of maintaining the temperatures specified in the City of London Vital Services By-law.

#### **5.2.3 Portable Heating – Not Used – Primary Source**

Portable heating equipment shall not be used as the primary source of heat for any rented or leased dwellings or living accommodations.

#### **5.2.4 Duct Type Smoke Detector – Multi Unit**

Where there are multiple units within a building that are sharing one furnace, a duct type smoke interlock detector shall be installed and maintained.



## **5.3 PLUMBING AND DRAINAGE SYSTEMS**

### **5.3.1 Plumbing and Drainage – Maintained**

- a) Plumbing and drainage systems shall be provided and installed so that such systems: are free from leaks and adequately protected from freezing;
- b) supply potable hot and cold water commensurate with the normal requirements of the use and or occupancy served; and
- c) operated to provide at the hot water outlets in each dwelling unit hot water at a temperature of not less than 43°C (109°F).

### **5.3.2 Washing Machine and Plumbing Fixtures – Maintained**

Where washing machines and plumbing fixtures are provided, they shall be maintained.

### **5.3.3 Air Conditioners – Prevent Condensation**

Air conditioners shall be equipped with proper devices to prevent condensation draining onto publicly owned sidewalks, walkways, entrances, and other pedestrian routes.

### **5.3.4 Septic Tanks – Field Beds – Maintain**

Septic tanks, field beds and dry wells shall be maintained.

### **5.3.5 Decommissioning – Septic Tanks – Drywell**

To decommission, tanks or dry wells, they shall be pumped dry, and contents disposed at a suitable disposal site and a receipt of the disposal fee shall be submitted to the City of London Property Standards Officer. The tanks or dry wells may be broken up and buried, cavities shall be filled with sand or another suitable material and the ground graded to match existing grades. Existing building drain(s) not being reused shall be removed from the foundation wall and the foundation wall shall be repaired and made impervious to water.

## **5.4 ELECTRICAL SYSTEMS**

### **5.4.1 Provide – Outlets**

Dwelling units and, where required by the Ontario Electrical Code, buildings and all parts thereof shall be provided with outlets to receive electricity from an electrical supply system.

### **5.4.2 Wall Switch – Provided**

Except as provided in Subsection 5.4.3, a lighting outlet with fixture controlled by a wall switch shall be provided in kitchens, bedrooms, living rooms, dining rooms, washrooms, vestibules, and hallways in dwelling units.

### **5.4.3 Receptacle Controlled**

Where a receptacle controlled by a wall switch is provided in bedrooms or living rooms, such rooms need not conform to the requirements of Subsection 5.4.2.

### **5.4.4 Capacity of Connection – Conform – Ontario Electrical Code**

The capacity of the connection to the building or parts thereof and the system of circuits and electrical outlets distributing the electrical supply within the building shall conform to the Ontario Electrical Code.

### **5.4.5 Lighting Outlet – Provided – Maintained**

A lighting outlet with a fixture shall be provided and maintained in every laundry room, furnace room, garbage room, utility room, storage room, service room, unfinished basements in dwelling units and any other public spaces in residential buildings.

### **5.4.6 Exit, Public Corridor or Corridor – Access – Lighting – Provided – Maintained**

Every exit, public corridor or corridor providing access to exit for the public and storage garages shall be provided and maintained with lighting fixtures which furnish an average illumination level of 50 lux (4.6 foot candles) at floor or tread level.

#### **5.4.7 Electrical Systems – Central Station – Maintained**

Electrical systems and central station connections shall be maintained as required by the Ontario Electrical Code and the Fire Code.

### **5.5 RECREATIONAL FACILITIES**

#### **5.5.1 Amenities – Provided – Maintained**

Recreational amenities, facilities, rooms and play area surfaces and equipment provided by the owner shall be maintained in accordance with the appropriate section in this by-law.

### **6. APPEAL TO COMMITTEE**

#### **6.1 Fee for Appeal – Required**

An owner or occupant who appeals an Order shall pay a non-refundable hearing fee as provided for under the Fees and Charges By-law, A-56 or any successor by-law.

#### **6.2 Timelines for Appeal**

An owner or occupant who has been served with a property standard order and who is not satisfied with the terms or conditions of the order may appeal to the Committee by sending a notice of appeal, including grounds for the appeal and the applicable fee as set out in the Fees and Charges By-law, by registered mail to the secretary of the Committee within 14 days after being served with the order. A property standard order that is not appealed within the time referred to in this section is deemed to be confirmed.

### **7. ESTABLISHMENT OF A COMMITTEE**

#### **7.1 Council – Establish – Committee**

A committee to be known as the Property Standards Committee is established. The purpose of the Committee is to hear appeals of Property Standards Orders.

#### **7.2 Committee – Term and Composition**

The Committee shall consist of no less than three persons as appointed by Council. The names of the Committee members appointed to the Committee are attached as **Schedule A** to this By-law. Committee members shall remain in office at the pleasure of Council.

#### **7.3 Committee Member – Hearings Officer**

To be a Committee member, a person must be a Hearings Officer appointed under Hearings Officer By-law A.-6653-121, or any successor by-law.

#### **7.4 Committee Member – Prior Appointments Rescinded**

Any appointment of a person to a property standards committee made prior to the passing of this by-law is rescinded.

#### **7.5 Forthwith Fill – Vacancy**

Council shall forthwith fill any vacancy that occurs in the membership of the Committee.

#### **7.6 Council – Remuneration – Committee**

Council shall remunerate Committee members at the same rate as Hearings Officers.

#### **7.7 Committee – Elect – Chair**

The Committee shall elect a chair from among themselves and when the chair is absent through illness or otherwise, may appoint another member as acting chair.

#### **7.8 Majority – Quorum**

A majority of members constitutes a quorum for transacting the Committee's business.

#### **7.9 Secretary – Committee**

The Committee members shall provide for a secretary for the Committee who shall be the City Clerk or Designate.

### **7.10 Secretary – Retain – Records**

The secretary shall keep on file the records of all official business of all applications and minutes of all decisions respecting those applications, and section 253 of the *Municipal Act, 2001* applies with necessary modifications to the minutes and records.

### **7.11 Committee – Rules and Procedures**

The Committee may adopt its own rules and procedures.

### **7.12 Committee – Notice of Hearing**

The Committee shall give notice or direct that notice be given of the hearing of an appeal to such persons as the Committee considers advisable.

### **7.13 Powers of Committee**

On an appeal, the Committee has all the powers and functions of the officer who made the order, and the Committee may do any of the following things if, in the Committee's opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify, or rescind the order to demolish or repair;
2. Extend the time for complying with the order.

## **8. VALIDITY**

### **8.1 Severability**

In the event that any provision of this by-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this by-law.

## **9. REPEAL**

### **9.1 By-laws – Repealed**

By-law CP-16, as amended, being "A by-law prescribing standards for the maintenance and occupancy of property" is hereby repealed.

### **9.2 By-laws Repealed – Order Continuous**

An Order made under any repealed Property Standards By-law is continued as an Order made under Section 15.1 of the Act.

### **9.3 Transition – Orders Continued**

An order made pursuant to By-law CP-16 is continued under and in conformity with the provisions of this by-law so far as consistently may be possible.

### **9.4 Transition – Proceedings Continued**

All proceedings taken pursuant to By-law CP-16 shall be taken up and continued under and in conformity with the provisions of this by-law so far as consistently may be possible.

**10.** This by-law comes into force and effect on May 25, 2021

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – May 25, 2021  
Second reading – May 25, 2021  
Third reading – May 25, 2021

**Schedule "A"**  
**Appointments of Hearings Officers to the Property Standards Committee**

The following individuals who have been appointed as Hearings Officers pursuant to By-law A.-6653-121 serve on the Property Standards Committee:

1. Don Bryant
2. Sue Carlyle
3. Dan Ross
4. Christene Scrimgeour
5. Andrew Wright

Bill No. 251  
2021

By-law No. C.P.-\_\_\_\_-\_\_\_\_

A by-law to exempt from Part-Lot Control, lands located at 335 Kennington Way and 3959 Mia Avenue, legally described as Block 1 in Registered Plan 33M-765, RP 33R-20777 Parts 2 & 3.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, and pursuant to the request from Prosperity Homes, it is expedient to exempt lands located at 335 Kennington Way and 3959 Mia Avenue, legally described as Block 1, Plan 33M-765, Reference Plan 33R-20777 Parts 2 & 3, from Part-Lot Control;

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

1. Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3, located at 335 Kennington Way and 3959 Mia Avenue, west of Middleton Avenue are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse dwellings in conformity with the Residential R4 Special Provision (R4-6(10)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

Bill No. 252  
2021

By-law No. C.P.-\_\_\_\_-\_\_\_\_

A by-law to exempt from Part-Lot Control, lands located at 3964 Mia Avenue, legally described as Block 2 in Registered Plan 33M-765.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Prosperity Homes, it is expedient to exempt lands located at 3964 Mia Avenue, legally described as Block 2, Plan 33M-765, from Part-Lot Control;

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

1. Block 2, Plan 33M-765, located at 3964 Mia Avenue, west of Middleton Avenue are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse dwellings in conformity with the holding Residential R4 Special Provision R4-6(10)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

Bill No.  
2021

By-law No. C.P.-1284( )-\_\_

A by-law to amend the Official Plan for the City of London, 1989 relating to 2631 Hyde Park Road and 1521 Sunningdale Road West.

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

1. Amendment No. (to be inserted by Clerk's Office) to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

**Amendment No.**  
**to the**  
**Official Plan for the City of London**

A. Purpose of This Amendment

The purpose of this Amendment is to change the designation of certain lands described herein from Open Space to Urban Reserve Community Growth and Environmental Review on Schedule “A”, Land Use, to the Official Plan for the City of London.

B. Location of This Amendment

This Amendment applies to lands located at 2631 Hyde Park Road and 1521 Sunningdale Road West in the City of London.

C. Basis of the Amendment

The recommended amendment is consistent with the Provincial Policy Statement, 2020, the Urban Reserve Community Growth, Environmental Review and Secondary Plan policies, of the Official Plan and the Future Community Growth, Environmental Review and Secondary Plan policies of The London Plan.

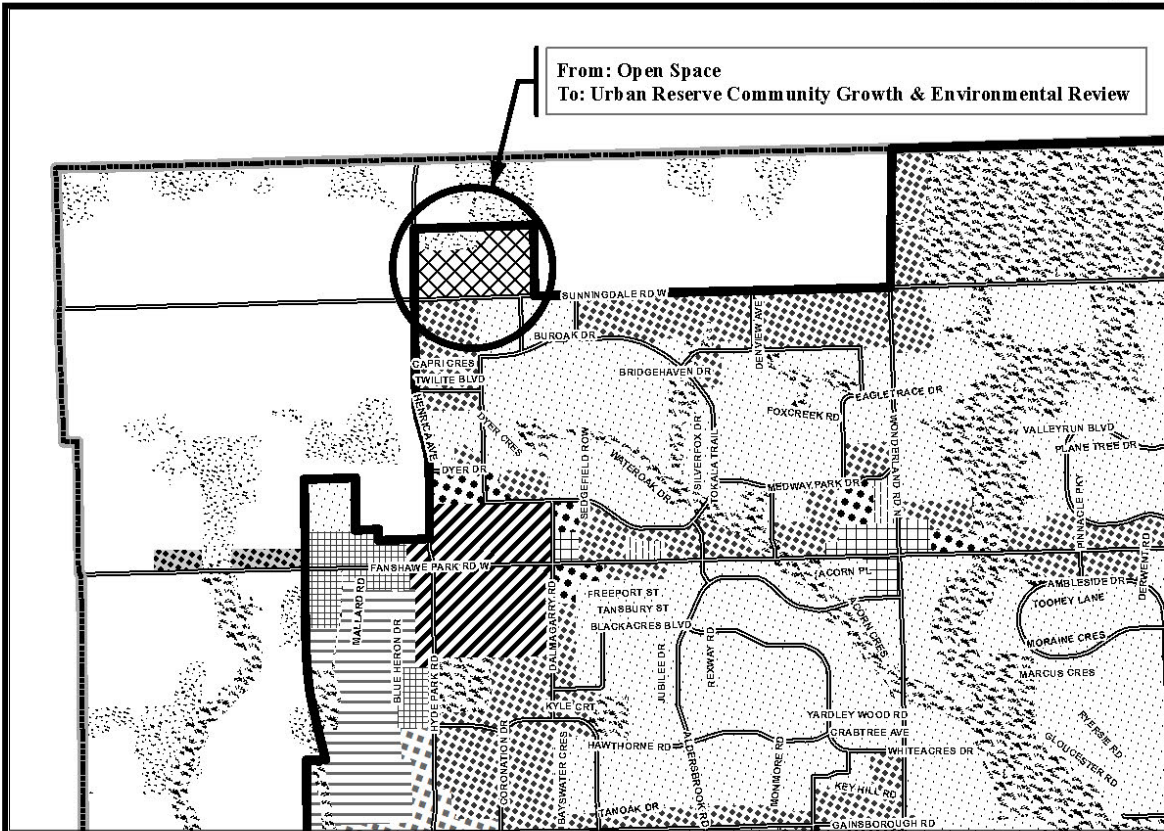
The recommended amendment identifies the subject site for future urban growth but ensure the site is reviewed through a comprehensive review process along with the surrounding lands to ensure the efficient expansion of the settlement area and review of land use and servicing needs for the area. It also ensures significant natural heritage features are protected and the appropriate studies are completed prior to development taking place.

D. The Amendment

The Official Plan for the City of London is hereby amended as follows:

Schedule “A”, Land Use, to the Official Plan for the City of London Planning Area is amended by designating those lands located at 2631 Hyde Park Road and 1521 Sunningdale Road West in the City of London, as indicated on “Schedule 1” attached hereto from Open Space to Urban Reserve Community Growth and Environmental Review.





**Legend**

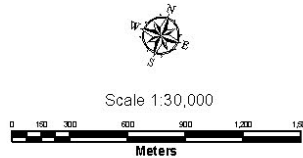
- |   |  |                         |
|---|--|-------------------------|
| Downtown                                      | Multi-Family, Medium Density Residential | Office Business Park    |
| Wonderland Road Community Enterprise Corridor | Low Density Residential                  | General Industrial      |
| Enclosed Regional Commercial Node             | Office Area                              | Light Industrial        |
| New Format Regional Commercial Node           | Office/Residential                       | Commercial Industrial   |
| Community Commercial Node                     | Regional Facility                        | Transitional Industrial |
| Neighbourhood Commercial Node                 | Community Facility                       | Rural Settlement        |
| Main Street Commercial Corridor               | Open Space                               | Environmental Review    |
| Auto-Oriented Commercial Corridor             | Urban Reserve - Community Growth         | Agriculture             |
| Multi-Family, High Density Residential        | Urban Reserve - Industrial Growth        | Urban Growth Boundary   |

*This is an excerpt from the Planning Division's working consolidation of Schedule A to the City of London Official Plan, with added notations.*

**SCHEDULE 1  
TO  
OFFICIAL PLAN**

AMENDMENT NO. \_\_\_\_\_

PREPARED BY: Graphics and Information Services

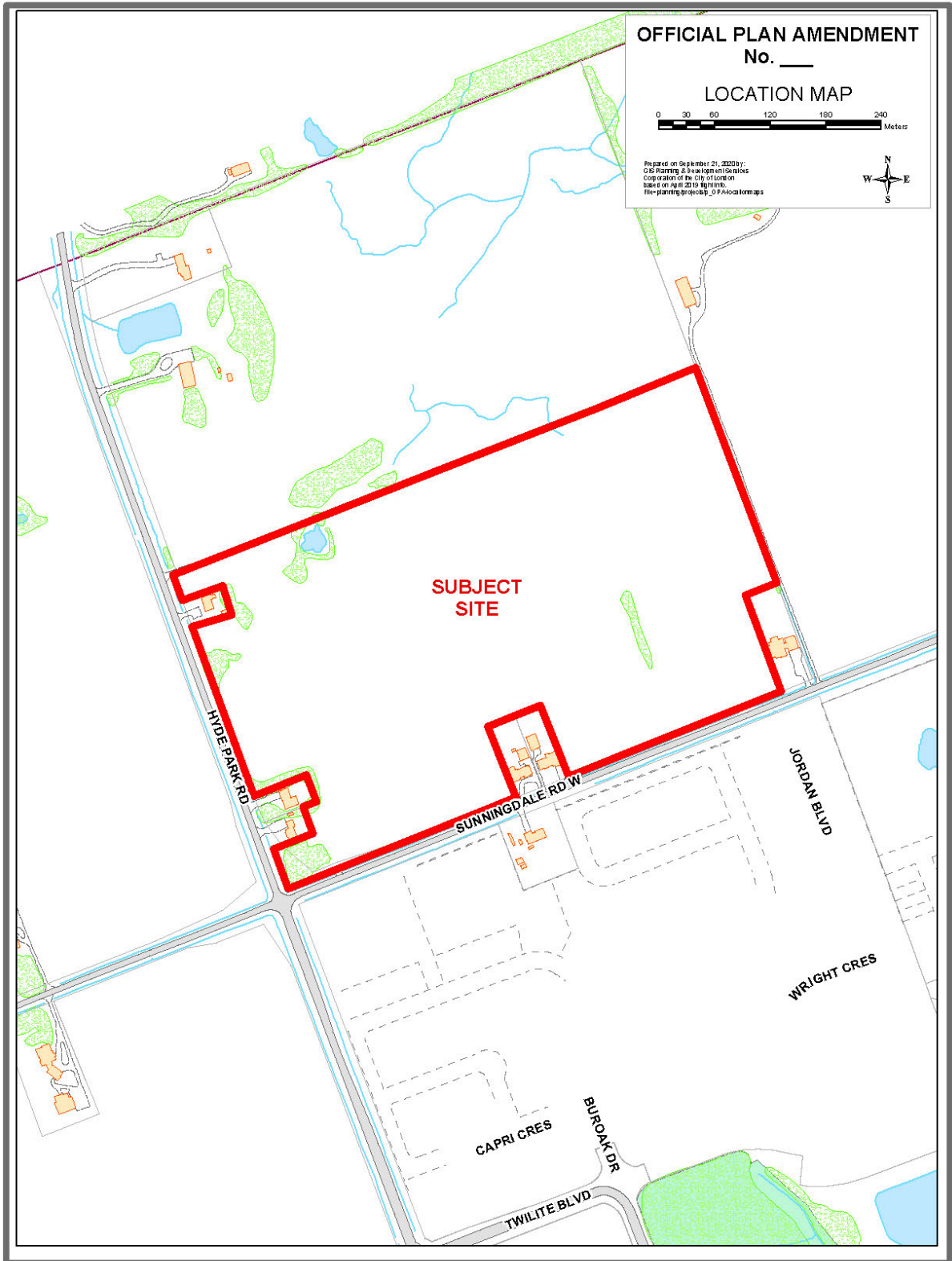


FILE NUMBER: O-9190

PLANNER: MC

TECHNICIAN: RC

DATE: 2020/10/15



Bill No. 254  
2021

By-law No. C.P.-1512( )-\_\_

A by-law to amend The London Plan for the  
City of London, 2016 relating to 2631 Hyde  
Park Road and 1521 Sunningdale Road West.

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

1. Amendment No. (to be inserted by Clerk's Office) to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c.P.13.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

**Amendment No.  
to the  
Official Plan for the City of London**

A. Purpose of This Amendment

The purpose of this Amendment is to change the designation of certain lands described herein from Greenspace to Future Community Growth and Environmental Review on Map 1, Place Types, to The London Plan for the City of London.

B. Location of This Amendment

This Amendment applies to lands located at 2631 Hyde Park Road and 1521 Sunningdale Road West.

C. Basis of The Amendment

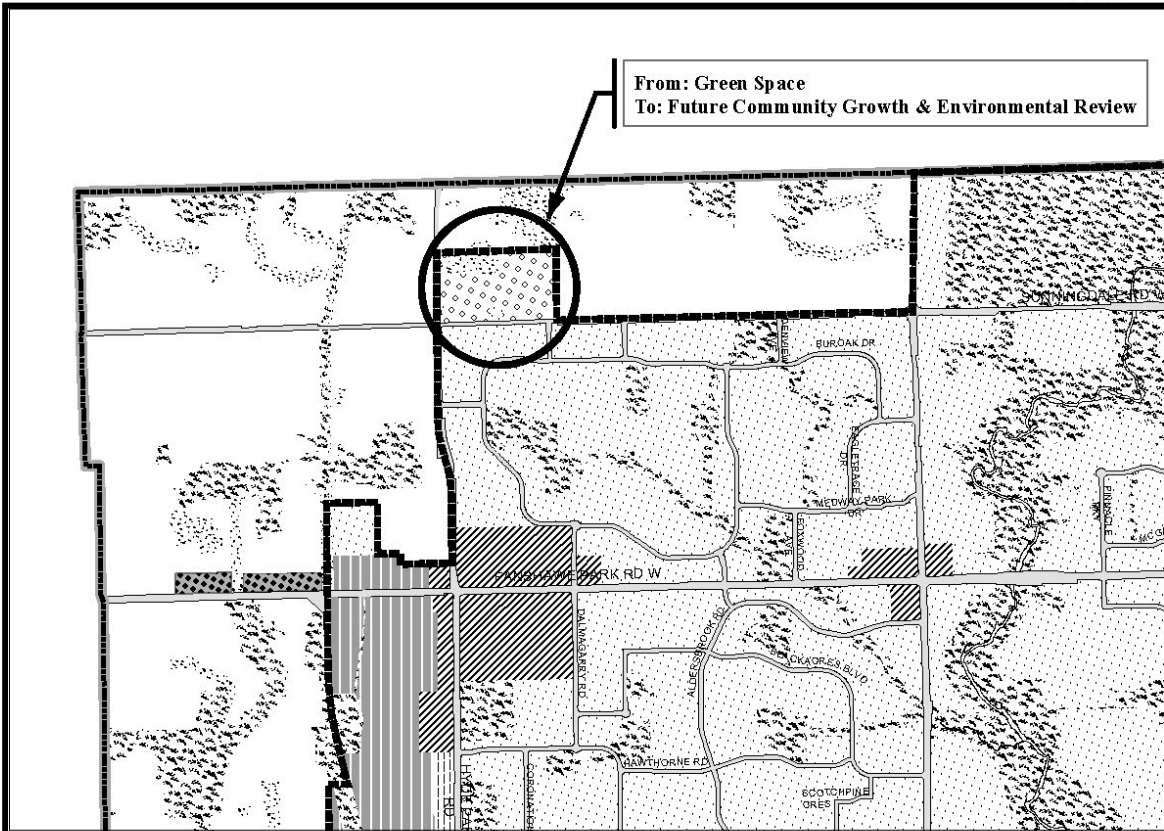
The recommended amendment is consistent with the Provincial Policy Statement, 2020, and the Future Community Growth, Environmental Review and Secondary Plan policies of The London Plan.

The recommended amendment identifies the subject site for future urban growth but ensure the site is reviewed through a comprehensive review process along with the surrounding lands to ensure the efficient expansion of the settlement area and review of land use and servicing needs for the area. It also ensures significant natural heritage features are protected and the appropriate studies are completed prior to development taking place.

D. The Amendment

The London Plan (Official Plan) for the City of London is hereby amended as follows:

Map 1, Place Types, to the Official Plan for the City of London Planning Area is amended by designating a portion of lands located at 2631 Hyde Park Road and 1521 Sunningdale Road West in the City of London, as indicated on “Schedule 1” attached hereto from Greenspace to Future Community Growth and Environmental Review.



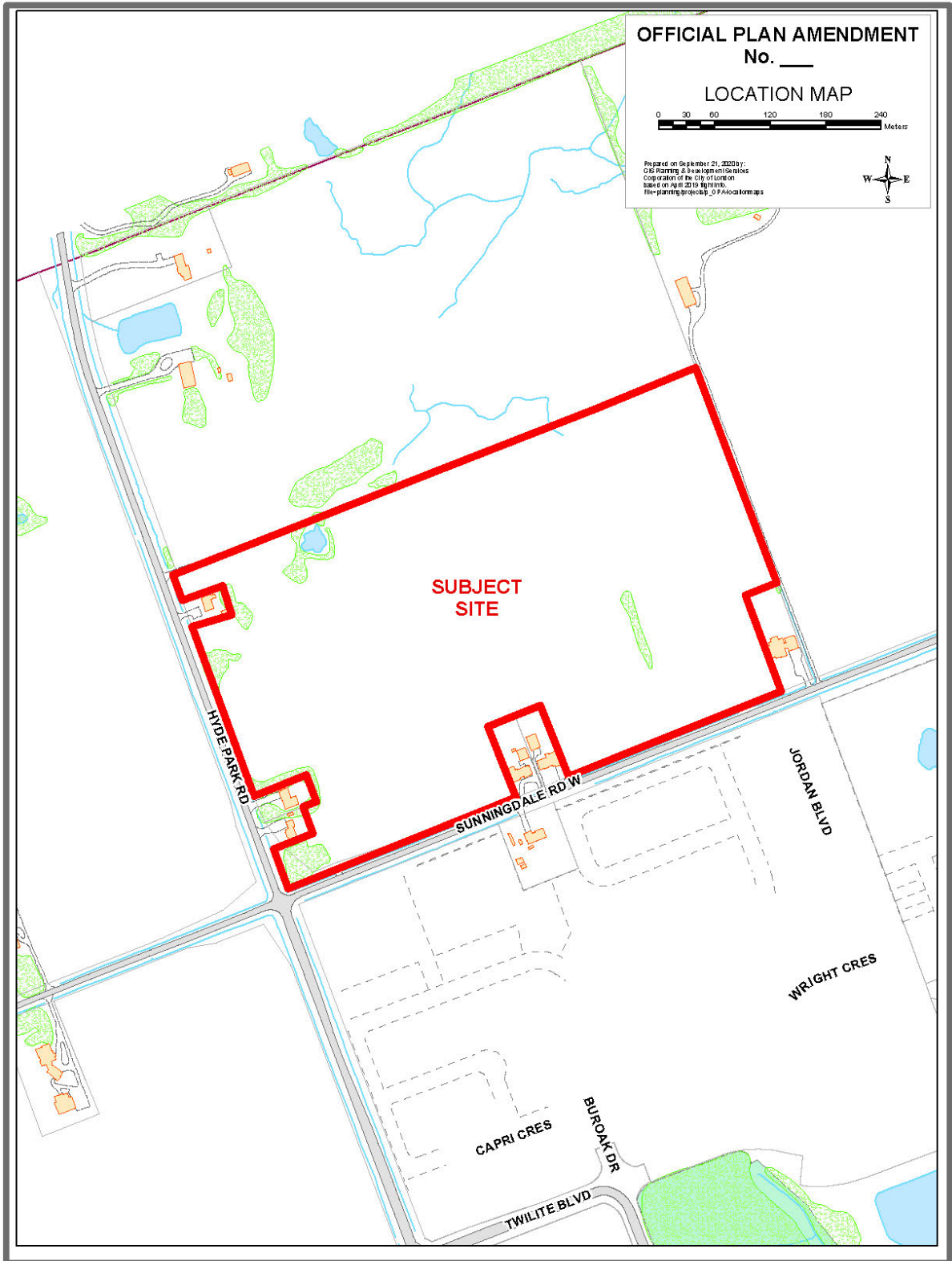
**From: Green Space**  
**To: Future Community Growth & Environmental Review**

**Legend**

- |                        |                          |   |
|------------------------|--------------------------|---|
| Downtown               | Future Community Growth  | Environmental Review                    |
| Transit Village        | Heavy Industrial         | Farmland                                |
| Shopping Area          | Light Industrial         | Rural Neighbourhood                     |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor         | Commercial Industrial    | Urban Growth Boundary                   |
| Main Street            | Institutional            |   |
| Neighbourhood          | Green Space              |   |

*This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.  
 At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.*

<p align="center"><b>SCHEDULE 1 TO THE LONDON PLAN</b></p> <p>AMENDMENT NO. _____</p> <p>PREPARED BY: Planning Services</p>	<p align="center">                   Scale 1:30,000                  0 150 300 600 900 1200 1500                  Meters             </p>	<p>FILE NUMBER: O-9190</p> <p>PLANNER: MC</p> <p>TECHNICIAN: RC</p> <p>DATE: 4/22/2021</p>
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Bill No. 255  
2021

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 Pond Mills Road, east of Ailsa Place)

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 Pond Mills Road, east of Ailsa Place, namely:

“Part of Lots 29 and 30 on Registered Plan 380(C), in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20935.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

# LOCATION MAP



 SUBJECT LANDS



Bill No. 256  
2021

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 White Oak Road, north of Exeter 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 White Oak Road, north of Exeter Road, namely:

“Part of Lot 30, Concession 2, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 23 to 31, both inclusive, on Reference Plan 33R-20849.”

2. This by-law comes into force and effect on the day it is passed.

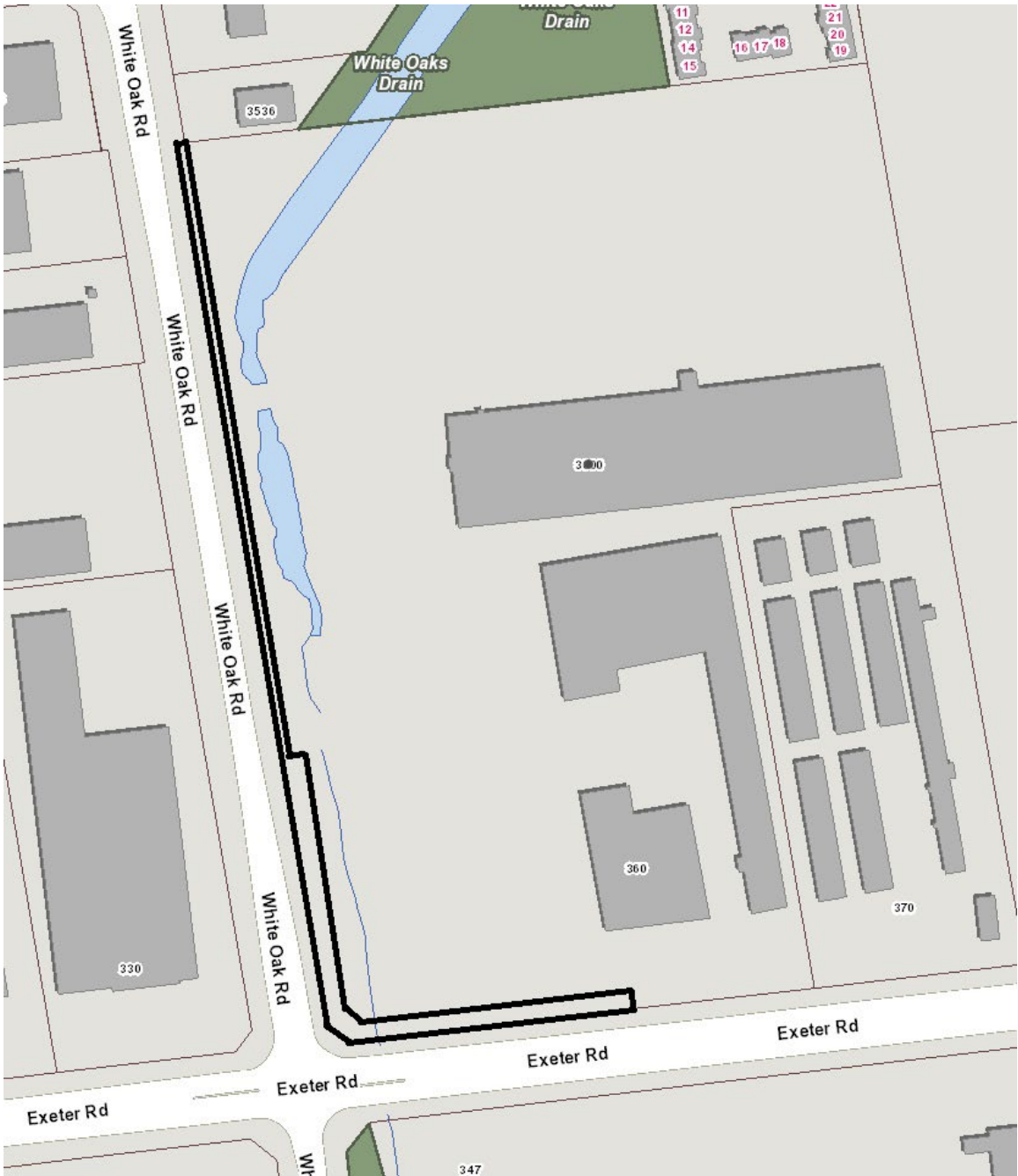
PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

# LOCATION MAP



 SUBJECT LANDS

Bill No. 257  
2021

By-law No. W.- \_\_\_\_\_ - \_\_\_\_

A by-law to authorize the New Major Open  
Space (Project PK204319).

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “New Major Open Space (Project PK204319)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$1,054,959.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

Bill No. 258  
2021

By-law No. W.- \_\_\_\_\_ - \_\_\_\_

A by-law to authorize the Lambeth Growth Area Greenway PCP Sewershed (Project ES2494)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “Lambeth Growth Area Greenway PCP Sewershed (Project ES2494)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$2,234,300.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

Bill No. 259  
2021

By-law No. Z.-1-21 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 146 and 184 Exeter Road.

WHEREAS Sifton Properties Limited has applied to remove the holding provisions from the zoning on lands located at 146 and 184 Exeter Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 146 and 184 Exeter Road, as shown on the attached map, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-4(29)) Zone and a Residential R1 Special Provision (R1-13(7)) Zone comes into effect.
2. This by-law shall come into force and effect on the day it was passed.

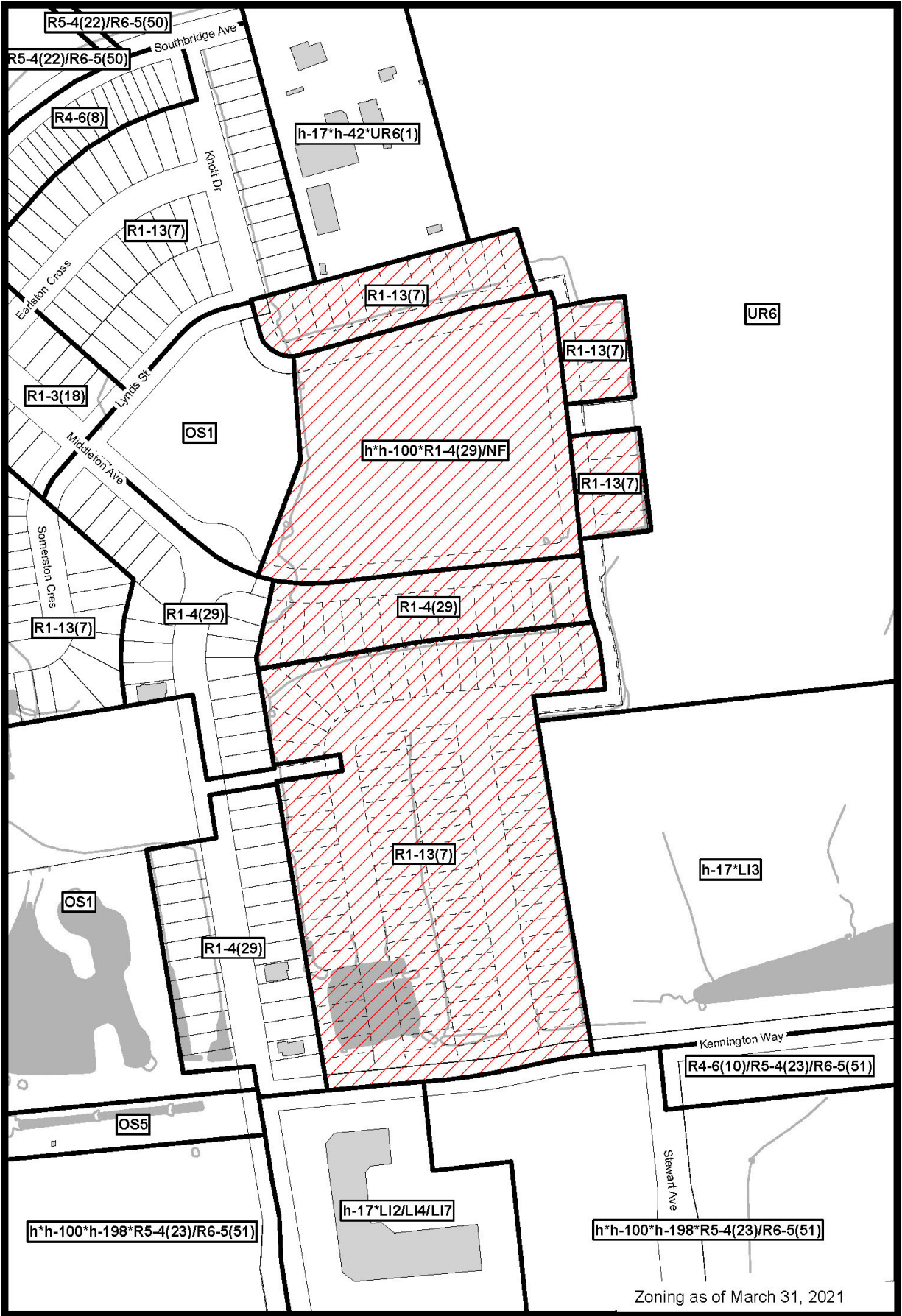
PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor


Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: H-9294  
 Planner: LM  
 Date Prepared: 2021/04/14  
 Technician: RC  
 By-Law No: Z.-1-

**SUBJECT SITE** 

1:3,000

0 15 30 60 90 120 Meters



Geodatabase

Bill No. 260  
2021

By-law No. Z.-1-21 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714.

WHEREAS Jefferson Homes Ltd. has applied to remove the holding provision from the zoning on lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714, as shown on the attached map, to remove the h-37 holding provision so that the zoning of the lands as a Residential R1 (R1-4) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 25, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9336  
 Planner: LM  
 Date Prepared: 2021/04/20  
 Technician: rc  
 By-Law No: Z.-1-

SUBJECT SITE



1:1,672

0 5 10 20 30 40  
 Meters



©andatabase



Bill No. 261  
2021

By-law No. Z.-1-21 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714.

WHEREAS Kape Developments Ltd. has applied to remove the holding provision from the zoning on lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714, as shown on the attached map, to remove the h-37 holding provision so that the zoning of the lands as a Residential R1 Special Provision (R1-3(7)) Zone and a Residential R1 (R1-4) Zone comes into effect.
2. This By-law shall come into force and effect on the day it is passed.

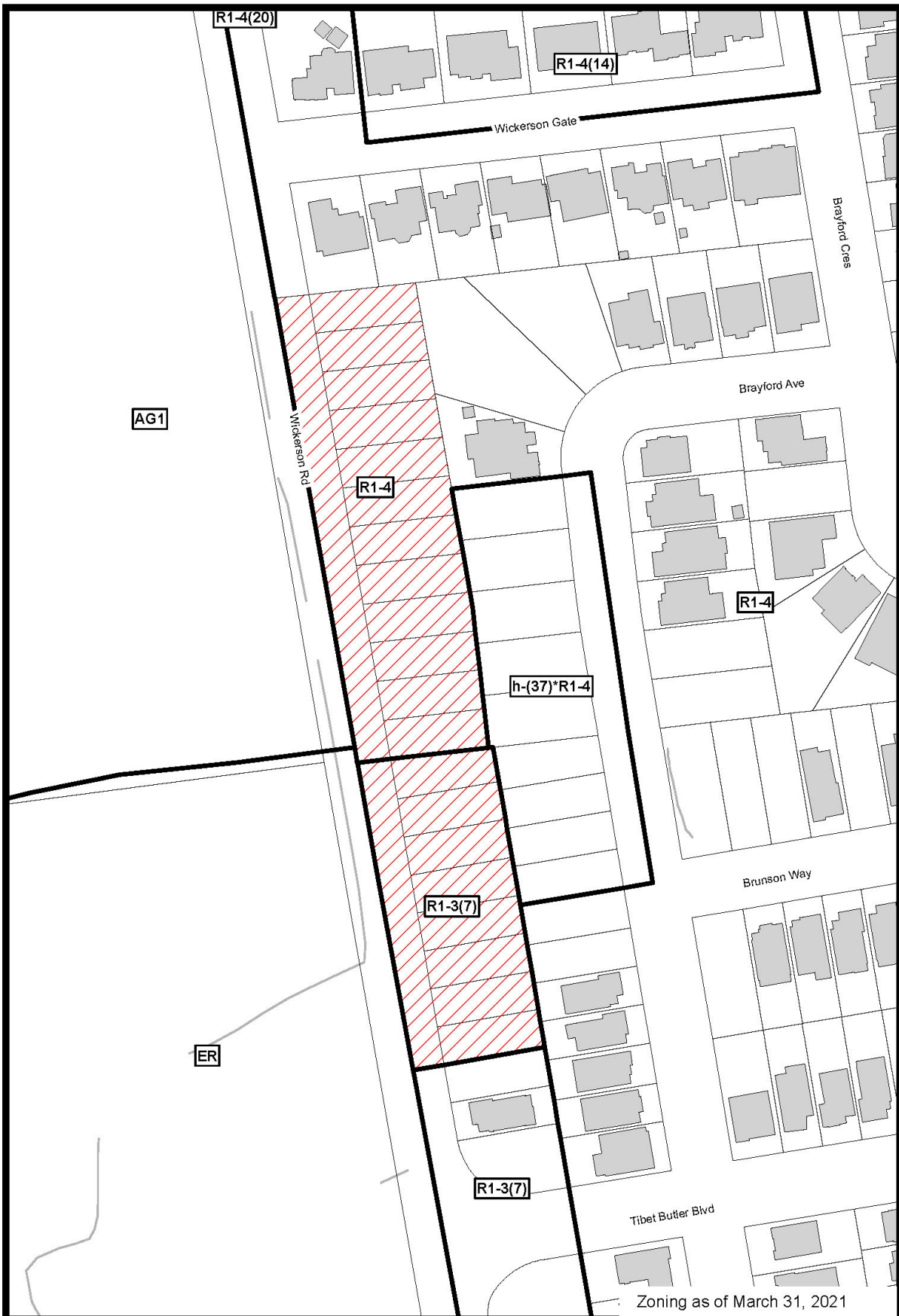
PASSED in Open Council on May 25, 2021.


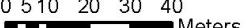

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-9337                  Planner: LM                  Date Prepared: 2021/04/21                  Technician: rc                  By-Law No: Z.-1-</p>	<p><b>SUBJECT SITE</b> </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Bill No. 262  
2021

By-law No. Z.-1-21\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street.

WHEREAS Fahri Holdings Corporation has applied to extend the Temporary Use (T-70) Zone as it applies to lands located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street 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.-1-142297 approved the Temporary Use for 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street for a period not exceeding three (3) years beginning June 24, 2014;

AND WHEREAS the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-172623 approved an extension the Temporary Use for 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street for a period not exceeding three (3) years beginning October 30, 2017;

AND WHEREAS the Municipal Council of the Corporation of the City of London deems it advisable to extend the Temporary Use for the said properties for a period not exceeding three (3) years;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Section Number 50.2(70) of the Temporary Use (T) Zone is amended by adding the following subsection for the properties known municipally as 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street:

T-70

This Temporary Use is hereby extended for an additional three (3) years beginning May 25, 2021.

2. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on May 25, 2021.


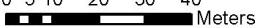

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 25, 2021  
Second Reading – May 25, 2021  
Third Reading – May 25, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: TZ-9316                  Planner: CM                  Date Prepared: 2021/04/08                  Technician: rc                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,250</p> <p>0 5 10 20 30 40 Meters </p> 
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Geodatabase