



Council Agenda Including Addeds

12th Meeting of City Council

September 14, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Meetings can be viewed via live-streaming on YouTube and the City website

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Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

2.1. His Worship the Mayor will Recognize the 2021 Queen Elizabeth Scholarships Recipients (Virtual Recognition):

Cindy Sun, London Central Secondary School (99.67% average)
Anlun Guo, London Central Secondary School (99.50% average)
Caitlyn Pringle, H.B. Beal Secondary School (99.50% average)
Mia Scherba, H.B. Beal Secondary School (99.50% average)
Nadeen Shilbayeh, Oakridge Secondary School (99.50% average)

2.2. His Worship the Mayor will Recognize the City of London Employees who have achieved 25 Years of Service during 2021 (Virtual Recognition):

From Enterprise Supports: Yehia Ibrahim and Walter Pimentel
From Environment and Infrastructure: Andy Beaton
From Finance Supports: Suzana Umeri
From Social and Health Development, Dearness Home: Laura Bail, Cindy Clark, Eliza Fernandez-Rafanan, Teodora Gaal, Robert J. Hatfield, Wendy Kirk, Rosa Masters, Francisca Pagcaliwangan, and Irene Rivera
From London Police Service: Glenn Hadley, Blair Harvey, Laurie Legg, Lisa Molnar, Matthew Morton, Garry Nold, Brian Patenaude, Trevor Pool, D'Wayne Price, Julie Thompson, and Brian Woelfle

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

by or on behalf of the municipality. (6.1/12/CPSC)

4.2. Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to interviews for the nomination to the London Hydro Inc. Board.
(6.1/14/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/14/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/14/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/14/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/14/CSC)

4.7. 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. (6.6/14/CSC)

4.8. 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. (6.7/14/CSC)

4.9. Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation with respect to the partial expropriation of property located at 920, 924, 928 and 930 Western Road including matters before administrative tribunals, affecting the municipality or local board, Board of Negotiation file number BN 21-22; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 920, 924, 938 and 930 Western Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 920, 924, 928 and 930 Western Road. (6.8/14/CSC)

4.10. Labour Relations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations regarding the Corporation's associations and 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. (6.9/14/CSC)

4.11. Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.10/14/CSC)

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

5.1. 11th Meeting held on August 10, 2021

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6. Communications and Petitions

6.1. Proof of COVID-19 Vaccination Administrative Policy

(Refer to the Corporate Services Committee Stage for Consideration with Item 13 (5.1) of the 14th Report of the Corporate Services Committee)

1. L. Livingstone, City Manager - Vaccination Administrative Policy

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2.	Councillor M. van Holst	104
3.	<i>(ADDED) Councillor M. van Holst</i>	105
6.2.	Outcome of Climate Lens Screening Applied to Major Transportation Projects	
	(Refer to the Civic Works Committee Stage for Consideration with Item 18 (2.14) of the 11th Report of the Civic Works Committee)	
1.	T. Smith	106
2.	S. Franke, Executive Director, London Environmental Network	107
3.	<i>(ADDED) M. Miksa, Executive Director, London Cycle Link</i>	108
7.	Motions of Which Notice is Given	
8.	Reports	
8.1.	12th Report of the Planning and Environment Committee	110
1.	Disclosures of Pecuniary Interest	
2.	(2.1) 6th Report of the Advisory Committee on the Environment	
3.	(2.3) Strategic Plan Variance Report	
4.	(2.4) 1196 Sunningdale Road West - Removal of Holding Provisions (H-9381) (Relates to Bill No. 442)	
5.	(2.5) 1284 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-04510)	
6.	(2.6) Colonel Talbot Road - Removal of Holding Provisions (Relates to Bill No. 443)	
7.	(2.2) Draft Masonville Secondary Plan	
8.	(3.1) 6th Report of the Environmental and Ecological Planning Advisory Committee	
9.	(3.2) 496 Dundas Street (Z-9347) (Relates to Bill No. 444)	
10.	(4.1) 6th Report of the Trees and Forests Advisory Committee	
11.	(4.2) 8th Report of the London Advisory Committee on Heritage	
12.	(5.1) Deferred Matters List	
8.2.	12th Report of the Community and Protective Services Committee	120
1.	Disclosures of Pecuniary Interest	
2.	(2.1) Research Into Labour Market Participation Rates in the London Economic Region - Final Report	
3.	(2.2) Homeless Prevention COVID-19 Response Extension (Single Source Procurement SS21-29, Council Approved June 22, 2021)	

4.	(2.3) Community Safety and Well-Being Plan	
5.	(2.4) London Fire Department Emergency Apparatus Procurement	
6.	(2.5) London Fire Department Single Source Apparatus Procurement	
7.	(2.6) Investing in Canada Infrastructure Plan: Community, Culture, and Recreation Stream – Transfer Payment Agreement (Relates to Bill No. 390)	
8.	(2.7) Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement (Relates to Bill No. 391)	
9.	(4.1) 4th Report of the London Housing Advisory Committee	
10.	(4.2) London's Opioid Crisis	
11.	(5.1) Deferred Matters List	
8.3.	14th Report of the Corporate Services Committee	126
1.	Disclosures of Pecuniary Interest	
2.	(2.2) 2020 Annual Reporting of Lease Financing Agreements	
3.	(2.3) Various By-law Amendments to Implement Organization Structure Change (Relates to Bill No.'s 392-394, 396-398, 400-427, 429-430, 434-441)	
4.	(2.5) Strategic Plan Variance Report	
5.	(2.6) Leave of Absence - Federal Election	
6.	(2.1) City of London's Credit Rating	
7.	(2.4) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 395)	
8.	(4.1) Vacant Residential Property Tax Review	
9.	(4.2) Covid Perception, Reality and Legality	
10.	(4.3) Municipal Support for Truth and Reconciliation	
11.	(4.4) Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation	
12.	(4.5) Application - Issuance of Proclamation - Dyslexia Awareness Month	
13.	(5.1) Proof of COVID-19 Vaccination Administrative Policy	
14.	(5.2) Recommendation for Appointment to the London Hydro Inc. Board of Directors	
8.4.	11th Report of the Civic Works Committee	135

1. Disclosures of Pecuniary Interest
2. (2.1) 6th Report of the Cycling Advisory Committee
3. (2.2) Appointment of Consulting Engineer for the Hyde Park EA SWM Works - Assignment 'A' Detailed Design
4. (2.3) Contract Award: Tender Award RFT 21-88 - Tender Award for Dingman Creek Southwinds (Tributary 12) Natural Channel Reconstruction and Flood Mitigation
5. (2.4) Appointment of Consulting Engineer for Wastewater Treatment Plant Condition Assessment and Asset Valuation
6. (2.5) Appointment of Consulting Engineers - Stormwater Management Facility Build-out Sediment Survey
7. (2.6) Delegation of Authority to Approve Work at the Westminster Wastewater Treatment Plant (Relates to Bill No. 399)
8. (2.7) Appointment of Consulting Engineers - Culvert Inventory and Condition Assessment (RFP21-52) - Irregular Result
9. (2.8) Increase Contract Award: West London Dyke Reapplication of Anti-Graffiti Coating to Phases 1 and 2
10. (2.9) Appointment of Consulting Engineers - McNay Drain Rehabilitation and Construction Administration
11. (2.10) Amendments to the Traffic and Parking By-law (Relates to Bill No. 428)
12. (2.11) 2020 Corporate Energy Consumption and Activities Report
13. (2.12) 2020 Community Energy Use and Greenhouse Gas Inventory Emissions Inventory
14. (2.13) Outcome of Climate Lens Process Applied to Waste Management Programs and Projects
15. (2.16) Single Source Additional Forestry Stump Cutter
16. (2.17) RFP 21-37 Supply and Delivery of CNG Split Steam Rear Loading Waste Collection Trucks
17. (2.18) COVID-19 Resilience Infrastructure Stream - Local Government Intake - Transfer Payment Agreement (Relates to Bill No. 389)
18. (2.14) Outcome of Climate Lens Screening Applied to Major Transportation Projects
19. (2.15) Participation in the South London Air Monitoring Network Pilot Project (Relates to Bill No. 388)
20. (4.1) 7th Report of the Transportation Advisory Committee
21. (4.2) Commercial E-scooters in the City of London

22.	(5.1) Deferred Matters List	
23.	(5.2) 7th Report of the Cycling Advisory Committee	
8.5.	12th Report of the Strategic Priorities and Policy Committee	147
1.	Disclosures of Pecuniary Interest	
2.	(4.1) 4 Pillars of Medical Ethics - Courtney Roddis	
3.	(4.2) Downtown Business Improvement Association Appointment	
4.	(4.3) 5th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee	
5.	(4.4) London Transit Commission Vacancy	
6.	(4.5) Appointment to the London Hydro Inc. Board of Directors (Relates to Bill No. 445)	
9.	Added Reports	
9.1.	12th 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. 387 By-law No. A.- ____ - ____	155
	A by-law to confirm the proceedings of the Council Meeting held on the 14th day of September, 2021. (City Clerk)	
13.2.	Bill No. 388 By-law No. A.- ____ - ____	156
	A by-law to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement. (2.15b/11/CWC)	
13.3.	Bill No. 389 By-law No. A.- ____ - ____	165
	A by-law to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team – Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.18/11/CWC)	
13.4.	Bill No. 390 By-law No. A.- ____ - ____	224
	A by-law to approve and authorize the execution of the Transfer	

	Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London. (2.6/12/CPSC)	
13.5.	Bill No. 391 By-law No. A.- ____ - ____ A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing. (2.7/12/CPSC)	283
13.6.	Bill No. 392 By-law No. A.- ____ - ____ A by-law to repeal By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations. (2.3b/14/CSC)	286
13.7.	Bill No. 393 By-law No. A.- ____ - ____ A by-law to repeal By-law No. A-10 being “A by-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes. (2.3b/14/CSC)	287
13.8.	Bill No. 394 By-law No. A.- ____ - ____ A by-law to repeal By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets” as the By-law is no longer required due to technological changes. (2.3b/14/CSC)	288
13.9.	Bill No. 395 By-law No. A.-6151()-__ A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting Attachment “B” to Schedule “A” – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment “B” to Schedule “A” to amend the current pricing for City-owned serviced industrial land. (2.4/14/CSC)	289
13.10.	Bill No. 396 By-law No. A.-6924()-__ A by-law to amend By-law No. A.-6924-85, as amended, being “A by-law to prohibit smoking within 9 metres of recreation amenities in Municipal Parks, and Entrances to Municipally-owned Buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	291
13.11.	Bill No. 397 By-law No. A.-7562()-__ A by-law to amend By-law No. A.-7562-160, as amended, being “A By-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector, and Storm Drain Connection Grant Program By-law” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	292

13.12.	Bill No. 398 By-law No. A.-7769()-__	293
	A by-law to amend By-law A.-7769-461 being “A by-law to delegate authority to the City Engineer or the City Engineer’s designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purposes of administering the Municipal Act, 2001, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways” to change Civic Administration titles to reflect the current organizational structure (2.3a/14/CSC)	
13.13.	Bill No. 399 By-law No. A.-7895()-__	295
	A by-law to amend by-law No. A.-7895-270 being “A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement” to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate. (2.6/11/CWC)	
13.14.	Bill No. 400 By-law No. A-1-21_____	297
	A by-law to amend By-law No. A-1, as amended, being “A bylaw to provide for the Execution of Certain Documents” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)	
13.15.	Bill No. 401 By-law No. A-50-21_____	299
	A by-law to amend By-law No. A-50, as amended being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.16.	Bill No. 402 By-law No. A-54-21_____	300
	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 change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.17.	Bill No. 403 By-law No. B-1-21_____	301
	A by-law to amend By-law No. B-1, as amended, being “A by-law to provide for the Naming of Highways and the Numbering of Buildings and Lots” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.18.	Bill No. 404 By-law No. C.P.-1363()-__	302
	A by-law to amend By-law No. C.P.-1363-381, as amended, being “A by-law to prohibit and regulate the placing or dumping of fill and the alteration of the grade of land in defined areas of the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.19.	Bill No. 405 By-law No. C.P.-1455()-__	304

	A by-law to amend By-law No. C.P.-1455-541, as amended, being “A by-law to designate a site plan control area and to delegate Council’s power under Section 41 of the Planning Act, R.S.O. 1990, c.P. 13 to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.20.	Bill No. 406 By-law No. C.P.-1469(_)-__	305
	A by-law to amend By-law No. C.P.-1469-217, as amended, being “A by-law to require an applicant to consult with the municipality prior to making an application under the Planning Act” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.21.	Bill No. 407 By-law No. C.P.-1470(_)-__	306
	A by-law to amend By-law No. C.P.-1470-218, as amended, being “A by-law to delegate the authority to require an applicant to provide information and material in support of various Planning Act applications” to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.22.	Bill No. 408 By-law No. C.P.-1502(_)-__	308
	A by-law to amend By-law No. C.P.-1502-129, as amended, being “A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.23.	Bill No. 409 By-law No. C.P.-1555(_)-__	309
	A by-law to amend By-law No. C.P.-1555-252, being “A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)	
13.24.	Bill No. 410 By-law No. C.P.-1560(_)-__	310
	A by-law to amend By-law No. C.P.-1560-106, being “A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.25.	Bill No. 411 By-law No. C.P.-1561(_)-__	311
	A by-law to amend By-law No. C.P.-1561-107, being “A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property providing affordable rental units (the “Borrower”) to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low vacancy rental rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational	

	structure. (2.3a/14/CSC)	
13.26.	Bill No. 412 By-law No. CP-17-21_____	312
	A by-law to amend By-law No. CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.27.	Bill No. 413 By-law No. CP-19-21_____	313
	A by-law to amend By-law No. CP-19, as amended, being “A by-law to provide for the licensing and regulation of Residential Rental Units in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.28.	Bill No. 414 By-law No. CP-21-21_____	315
	A by-law to amend By-law No. CP-21 being “A by-law to provide for the licensing and regulation of informal residential care facilities and services in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.29.	Bill No. 415 By-law No. CP-22-21_____	316
	A by-law to amend By-law No. CP-22, being “A by-law relating to planting and preserving of trees on boulevards in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.30.	Bill No. 416 By-law No. CP-23-21_____	317
	A by-law to amend By-law No. CP-23, as amended, entitled “A by-law to provide for the Committee of Adjustment and Consent Authority” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.31.	Bill No. 417 By-law No. L.-130()-____	318
	A by-law to amend By-law No. L.-130-71, as amended, being “A by-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles fore hire and accessible vehicles fore hire, owners and brokers” to change Civic Administration titles to reflect the current organizational structure (2.3a/14/CSC)	
13.32.	Bill No. 418 By-law No. L.-131()-____	319
	A by-law to amend By-law No. L.-131-16, as amended, being “A by-law to provide for the Licensing and Regulation of Various Businesses” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.33.	Bill No. 419 By-law No. PH-3-21-_____	321
	A by-law to amend By-law No. PH-3, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping of Animals in the City of London” to change Civic Administration titles to	

	reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)	
13.34.	Bill No. 420 By-law No. PH-4-21_____	323
	A by-law to amend By-law No. PH-4, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping and the Running at Large of Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.35.	Bill No. 421 By-law No. PH-5-21_____	325
	A by-law to amend By-law No. PH-5, as amended, being “A by-law to provide for the appointment of a Poundkeeper and to regulate the Public Pound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.36.	Bill No. 422 By-law No. PH-6-21_____	326
	A by-law to amend By-law No. PH-6, as amended, being “A by-law concerning the provision of vital services and maintenance of suitable heat or leased or rental dwellings” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.37.	Bill No. 423 By-law No. PH-12-21_____	327
	A by-law to amend By-law No. PH-12, as amended, being “A by-law to provide for the licensing and regulation of Pit Bull Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.38.	Bill No. 424 By-law No. PH-18-21_____	329
	A by-law to amend By-law No. PH-18, as amended, being “A by-law to prohibit and regulate public nuisances within the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.39.	Bill No. 425 By-law No. PR-2-21_____	330
	A by-law to amend By-law No. PR-2, as amended, being “A by-law to regulate use, protection and regulation of Public Parks and Recreation Areas in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	
13.40.	Bill No. 426 By-law No. PS-5-21_____	331
	A by-law to amend By-law No. PS-5, as amended, being “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.41.	Bill No. 427 By-law No. PS-113-21_____	332
	A by-law to amend By-law No. PS-113, as amended, being “A by-law to regulate traffic and the parking of motor vehicles in the City of London,	

	and to repeal By-law No. PS-111, as amended, entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.42.	Bill No. 428 By-law No. PS-113-21_____	333
	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.” (2.10/11/CWC)	
13.43.	Bill No. 429 By-law No. PW-2-21_____	336
	A by-law to amend By-law No. PW-2, as amended, being “A by-law to provide for the Regulation and Control of the Storage and Abandonment of Unattended and Unsafe Boxes and Containers” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)	
13.44.	Bill No. 430 By-law No. PW-12-21_____	337
	A by-law to amend By-law No. PW-12, as amended, being “A by-law to provide for the Regulation and Prohibition of Noise and Sound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	
13.45.	Bill No. 431 By-law No. S.- ____ - ____	338
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Tokala Trail, west of Dalmagarry Road) (Chief Surveyor – to allow unrestricted access to a proposed Condominium site, pursuant to SPA20-110)	
13.46.	Bill No. 432 By-law No. S.- ____ - ____	340
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Rd East, west of Easy Street) (Chief Surveyor – for road widening purposes on Southdale Rd E, registered as ER1370548, pursuant to B.050/19 and in accordance with Z.-1)	
13.47.	Bill No. 433 By-law No. S.- ____ - ____	342
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Byron Baseline Road, west of Wickerson Road) (Chief Surveyor – for road widening purposes on Byron Baseline Rd, registered as ER1377423, pursuant to SPA21-024 and in accordance with Z.-1)	
13.48.	Bill No. 434 By-law No. S.-5868()-__	344
	A by-law to amend By-law No. S.-5868-183, as amended, being “A By-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)	
13.49.	Bill No. 435 By-law No. S-1-21_____	345
	A by-law to amend By-law No. S-1, as amended, being “A by-law to provide for the regulation of Streets” to change Civic Administration titles to reflect the current organizational structure and other housekeeping	

	changes. (2.3a/14/CSC)	
13.50.	Bill No. 436 By-law No. S-2-21 _____ A by-law to amend By-law No. S-2, as amended, being “A by-law to provide for the regulation of the movement of heavy loads and objects over London streets” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	347
13.51.	Bill No. 437 By-law No. W-8-21 _____ A by-law to amend By-law No. W-8, as amended, being “A by-law to provide for the Regulation of Water Supply in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	348
13.52.	Bill No. 438 By-law No. WM-4-21 _____ A by-law to amend By-law No. WM-4, as amended, being “A by-law to regulate connections to the Public Sewage Works” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	349
13.53.	Bill No. 439 By-law No. WM-12-21 _____ A by-law to amend By-law No. WM-12, as amended, being “A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	350
13.54.	Bill No. 440 By-law No. WM-16-21 _____ A by-law to amend By-law No. WM-16, as amended, being “A by-law to provide for the regulation of the discharge of wastes into the public sewage works and of hauled liquid waste” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)	351
13.55.	Bill No. 441 By-law No. WM-28-21 _____ A by-law to amend By-law No. WM-28, as amended, being “A by-law for regulation of wastewater and stormwater drainage systems in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)	352
13.56.	Bill No. 442 By-law No. Z.-1-21 _____ A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1196 Sunningdale Road West. (2.4/12/PEC)	353
13.57.	Bill No. 443 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 3557 Colonel Talbot Road. (2.6/12/PEC)	355
13.58.	Bill No. 444 By-law No. Z.-1-21 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 496 Dundas Street. (3.2/12/PEC)	357

13.59. Bill No. 445 By-law A.-_____ -_____

359

A by-law to ratify and confirm the Resolutions of the Shareholder of
London Hydro Inc. (4.5/12/SPPC)

14. Adjournment



Council Minutes

11th Meeting of City Council
August 10, 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. Pelozo, A. Kayabaga, S. Hillier

Also Present: J. Taylor, B. Westlake-Power
Remote Attendance: A. Barbon, G. Barrett, G. Belch, B. Card, K. Dickins, G. Kotsifas, K. Scherr, M. Schulthess, C. Smith, B. Warner, R. Wilcox
The meeting is called to order at 4:00 PM, with Mayor E. Holder in the Chair; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, 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. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

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

That the change in order to move Stage 4. Council, In Closed Session and the 10th Report of the Council, In Closed Session, to after Stage 13. By-laws, 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. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

5.1 10th Meeting held on July 6, 2021

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

That the Minutes of the 10th meeting held on July 6 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. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: E. Pelosa
Seconded by: S. Lewis

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

6.1 Oxford Wonderland Secondary Plan - Terms of Reference, Councillors E. Pelosa and S. Lewis;

6.2 400 Southdale Road East (OZ-9261), C. Lumley; and,

6.3 Medway Valley Heritage Forest Environmentally Significant Area (OZ-9367), H. and C. Rhodes, T. and J. Tillman and J.B. Morton.

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)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 11th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 11th Report of the Community and Protective Services Committee BE APPROVED, excluding Item 8 (clause 4.4).

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: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the 6th Report of the Animal Welfare Advisory Committee, from its meeting held on July 8, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Middlesex-London Paramedic Service - 2020 Performance Report

Motion made by: J. Helmer

That the communication, dated June 23, 2021, from K. Bunting, Middlesex County, as well as the 2020 Performance Report for the Middlesex-London Paramedic Service, as appended to the agenda, BE RECEIVED. (2021-P16)

Motion Passed

4. (2.3) Special Events Policies and Procedures Manual – Deferred Matters File No. 2

Motion made by: J. Helmer

That NO ACTION BE TAKEN with respect to the staff report dated July 27, 2021, related to the Special Events Policies and Procedures Manual – Deferred Matters File No. 2 with respect to limiting amplified concerts on weekdays after Labour Day between the hours of 9:00 AM and 9:00 PM for 2021; it being noted that the above-noted staff report, with respect to this matter, was received. (2021-M02)

Motion Passed

5. (4.1) 3rd Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 3rd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on June 24, 2021:

- a) a Working Group BE ESTABLISHED, led by T. Khan, to undertake a review of the Community Safety and Crime Prevention Advisory Committee (CSCP) and to report back at the August 26, 2021 CSCP meeting; it being noted that the CSCP held a general discussion and heard verbal updates from C. Smith, Deputy City Manager, Neighbourhood and Community-Wide Services, B. Westlake-Power, Deputy City Clerk and M. Schulthess, Deputy City Clerk, with respect to the Advisory Committee Review - Interim Report VI;
- b) a Working Group BE ESTABLISHED consisting of B. Fragis, D. Luthra and B. Madigan, relating to two components of the Community Safety and Crime Prevention Advisory Committee (CSCP) Terms of Reference, as follows:
 - i) developing, encouraging and promoting activities and education programs for Londoners of all ages on safety in the community, such as (but not limited to) injury prevention, pedestrian safety, traffic safety, bicycle safety, water safety and fire prevention; and,
 - ii) developing, encouraging and promoting activities and education programs for Londoners of all ages on the prevention of crime in the community;

it being noted that the contact and coordination with departments, agencies, community associations and boards and commissions BE POSTPONED to the August 26, 2021 CSCP meeting;

- c) Councillor Jesse Helmer, Chair, Community and Protective Services Committee (CPSC) BE REQUESTED to attend the August 26, 2021 Community Safety & Crime Prevention Advisory Committee (CSCP) meeting to discuss various initiatives of the CPSC and to recommend how CSCP may contribute as a resource for the CPSC as described in the CSCP Terms of Reference; and,
- d) clauses 1.1, 2.1 and 4.2 BE RECEIVED.

Motion Passed

6. (4.2) 6th Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 6th Report of the Accessibility Advisory Committee, from its meeting held on June 24, 2021:

- a) the following actions be taken with respect to E-Scooters in the City of London:
 - i) the revised ~~attached~~ comments, outlining the opinions of the Accessibility Advisory Committee with respect to E-Scooters in the City of London BE FORWARDED to the Civic Administration for consideration; and,
 - ii) the Civic Administration BE REQUESTED to engage in external feedback acquisition in a public forum to solicit feedback on this matter;
- b) the ~~attached~~ comments, outlining the opinions of the Accessibility Advisory Committee with respect to Accessibility Advisory Committee Terms of Reference, BE FORWARDED to the Civic Administration to be considered as part of the Advisory Committee Review; and,
- c) clauses 1.1, 2.1, 2.2, 3.1 to 3.3 and 4.3 BE RECEIVED.

Motion Passed

7. (4.3) Property Standards By-laws CP-16 and A-35

Motion made by: J. Helmer

That the communication, dated June 8, 2021, from M. Lalaberte, Neighbourhood Legal Services and J. Thompson, Life*Spin, with respect to Property Standards By-laws CP-16 and A-35, BE RECEIVED. (2021-C01)

Motion Passed

9. (4.5) Business Case Request for Agricultural Transitional Housing Project

Motion made by: J. Helmer

That the communication, dated July 15, 2021, from Councillor M. van Holst, with respect to a Business Case Request for Agricultural

Transitional Housing Project, BE REFERRED to the Civic Administration for consideration with the Housing Stability Plan. (2021-D04)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at July 19, 2021, BE RECEIVED.

Motion Passed

8. (4.4) Recognizing the Impact of Hosting the COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre

Motion made by: J. Helmer

That the following actions be taken with respect to the communication, dated July 6, 2021, from Councillors S. Lehman and J. Helmer and Mayor E. Holder, related to Recognizing the Impact of Hosting COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre:

a) the Civic Administration BE DIRECTED to consult residents, especially those close to the COVID-19 assessment centres, about priorities for new recreational amenities or upgrades to existing recreational amenities in the general area; and,

b) the Civic Administration BE DIRECTED to explore potential provincial and federal funding opportunities for recreational infrastructure and to report back with recommended new or upgraded recreational amenities in the general area of both testing centres, along with a recommended source of financing;

it being noted that the above-noted communication, with respect to this matter, was received. (2021-S08)

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

Nays: (1): P. Squire

Motion Passed (14 to 1)

8.2 13th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 13th 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) Optional Small Business Subclass Summary and Analysis

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated July 26, 2021 with respect to the optional small business subclass BE RECEIVED for information, and that no further action BE TAKEN with respect to this matter.

Motion Passed

3. (2.2) Corporate Asset Management Plan 2021 Review

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated July 26, 2021 with respect to the Corporate Asset Management Plan 2021 Review BE RECEIVED for information.

Motion Passed

4. (2.3) 2020 Annual Parkland Reserve Fund Report

Motion made by: M. Cassidy

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

a) the 2020 Annual Parkland Reserve Fund Report BE RECEIVED for information in accordance with section 7 of the O. Reg. 509/20: Community Benefits Charges and Parkland, 2020, as well as section 42 (17) of the Planning Act, 1990, which require Municipal Council to provide an annual financial statement on special accounts for the conveyance of land for park purposes; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2020 Annual Parkland Reserve Fund Report available to the public on the City of London website to fulfill Municipal Council's obligation under section 7 of the O. Reg. 509/20: Community Benefits Charges and Parkland, 2020.

Motion Passed

5. (2.4) Declare Surplus – City-Owned Property – 2 Saunby Street

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property, located at 2 Saunby Street, further described as Part 1, Plan 33R-20979, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property (“Surplus Lands”) BE SOLD, in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

6. (2.5) 2020 Investment Report (Relates to Bill No. 333)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2020 Investment Report:

- a) the above-noted staff report, providing a summary of the performance of the City of London’s investment portfolio in 2020, BE RECEIVED for information; and,
- b) the proposed by-law as appended to the staff report dated July 26, 2021 as Appendix “B” BE INTRODUCED at the Municipal Council meeting on August 10, 2021, to amend By-law CPOL.-39(a)-371 being a by-law to amend By-law CPOL.-39(a)-371 being “Investment Policy”.

Motion Passed

7. (2.6) Council Policy Manual Review 2021 (Relates to Bill No.'s 315, 316, 317, 327 to 332 and 334 to 362)

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the “Policy for the Establishment and Maintenance of Council Policies”:

a) the proposed by-laws, as appended to the staff report dated July 26, 2021 as Appendices B1 to B34, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to amend the following Council Policies:

1. “Access and Privacy Policy” to be amended to:
 - apply grammatical corrections and gender-neutral language;
 - remove references to “Managing Director” and replace with “Deputy City Manager”
 - add the definition of “Privacy Impact Assessment”, and “Project” as it relates to a privacy impact assessment in section 2;
 - add “reporting and investigating privacy breaches” to the responsibilities of the City Clerk in section 4.2;
 - add paragraph related to the Transmitting of Personal Information to External Parties in section 4.8;
 - provide clarity related to the City Clerk’s role and responsibilities related to privacy breaches in section 4.9; and
 - add a new section 4.10 outlining the requirement for staff to conduct a Privacy Impact Assessment if a project or initiative if, in the City Clerk’s opinion, one is required.

2. “Accountability and Transparency to the Public Policy” to be amended to reflect Council’s current Values.

3. "Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy" to be amended to redefine the Council Year to reflect changes to section 6 of the MEA.
4. "Assessment Growth Policy" to be amended to provide for strengthened eligibility criteria and for the prioritization of requests.
5. "Capital Budgets and Financing Policy" to be amended to update the definitions and policy sections.
6. "City of London Community Suite Policy" be amended to clarify wording in liability section.
7. "Code of Conduct for Members of Council" to be amended to:
 - apply grammatical corrections;
 - delete section 3.5 as it is duplicated in section 9;
 - reference current Respectful Workplace Policy in section 7; and
 - delete duplicate wording in section 6.1 as it is reflected in section 6.5.
8. "Debt Management Policy" to be amended to update objectives for the addition of intergenerational equity and maintaining a strong credit rating, and to update the policy section for clarity.
9. "Dedication of Fire Stations" policy be amended to update applicable Fire Stations and service area title.
10. "Discretionary Benefits" to be amended to address the intent of Discretionary Benefits and the new Provincial model towards life stabilization.
11. "Financial Assistance for Program Activity Fees" to be amended to update and clarify language, to add a new section 4.11 concerning applicants receiving financial assistance from the province, and to renumber the sections accordingly.
12. "Flags at City Hall Policy" to be amended to clarify that flags at the back entrance of City Hall are to be removed over the winter.
13. "Gender Equity in Recreation Services" policy be amended to modernize language in three definitions (2.2 to 2.4), to add a section 4.iii under Policy to address removing barriers, and to update position and service area titles.
14. "Grants to Centennial Hall" to be amended to remove outdated language.
15. "Hiring of Employees Policy" to be amended to update references and numbering, and to add the phrase "or harassment" to updated section 4.2.
16. "Identification of Operating Surpluses – Boards and Commissions" to be amended to align wording in applicability and policy sections with the budget monitoring process.
17. "Leasing and Licensing of City Owned Land" to be amended to incorporate wording from repealed policy, "Leasing Parkland"
18. "Legal Services and Accounts" to be amended to change the claim amount to align with thresholds in the Procurement Policy.
19. "Lessee Protection and Non-Competitive Clauses" to be amended to change the title to "Lessee Protection and Non-Competitive Clauses – Centennial Hall" to reflect the scope of the policy.

20. "London Community Grants Policy" to be amended to delete reference to Housing Development Corporate, London (HDC) in section 4.3(b)(v).
21. "Mayor – Contracted Staff" to be amended to add clarifying language about benefits.
22. "Mayor's New Year's Honour List Policy" to be amended to clarify eligibility criteria for nomination.
23. "Multi-Year Budget Policy" to be amended to update definition and policy sections, and to clarify applicability to the property tax supported as well as water and wastewater budgets.
24. "Notices of OPA and ZBA Received From Other Municipalities" to be amended to clarify 4(a) that where there are no municipal concerns identified by the Director, Planning & Development no response or further action is required.
25. "Objectives of Centennial Hall" to be amended to add clarifying language in section 4(b).
26. "Policy for waiving or reducing fees for use of city owned community centres and recreation facilities" be amended to change the policy title to "Request to Waive or Reduce Facility Rental Fees" and to update position and service area titles.
27. "Promotion of Corporate Products to City Staff" to be amended to add clarifying language.
28. "Public Notice Policy" to be amended to:
 - reflect Council's current Values and apply minor grammatical corrections;
 - remove references to the "Committee of the Whole" and "Board of Control";
 - delete references to the "annual" budget and replace with "multi-year"; and
 - remove the reference to "shall" and replace with "may" with regards to notice being published in the newspaper advising of a new or amended procedure by-law; and
 - add a requirement to provide notice of intent to implement a new municipally managed private commercial parking lot. Notice of intent shall be posted on the City's website and may also be published once in a newspaper of general circulation in the City of London at least seven days in advance of the committee meeting.
29. "Real Property Acquisition Policy" to be amended to incorporate changes to legislation.
30. "Reduced Rental Rates for Non-Profit Groups" to be amended to update staff titles and reference to the Fees and Charges By-law.
31. "Reserve and Reserve Fund Policy" to be amended to update policy section to ensure policy directive for external loans and refinements to principles to be considered if Council approves external loans.
32. "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" to be amended to add clarifying language.
33. "Surplus Deficit Policy" to be amended to clean up the policy section.
34. "Urban Design Award" to be amended to include the use of virtual methods for nominating and evaluating nominees, and to clarify the process for selecting the winner of the People's Choice Award.

b) the proposed by-laws, as appended to the staff report dated July 26, 2021 as Appendices C1 to C4, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to repeal the following Council Policies:

1. "Leasing Parkland" to be repealed because language is being incorporated into the Council policy "Leasing and Licencing of City-Owned Land".
2. "Parkland Accounts" to be repealed because the policy is redundant and no longer required.
3. "Siting of Safe Consumption Facilities and Temporary Overdose Prevention Sites in London" to be repealed because London Plan Policies 1099A-1099F are now in force.
4. "Value of Parkland Dedication" to be repealed because the information it contains is currently duplicated in the Council Policy titled "Parkland Dedication Cash in Lieu";

it being noted that the Corporate Services Committee received a communication dated July 22, 2021 from C. Butler with respect to this matter.

Motion Passed

8. (4.1) Consideration of Applications to the London Hydro Inc. Board of Directors

Motion made by: M. Cassidy

That interviews BE ARRANGED with the following applicants for consideration of appointment to the London Hydro Inc. Board of Directors for the current Board vacancy:

Tania Goodine
Margaret Parks
Steven Stefanko

Motion Passed

9. (4.2) Application - Issuance of Proclamation - Bullying Elimination Week

Motion made by: M. Cassidy

That based on the application dated June 14, 2021 from Bullying Elimination Week, May 23 - 30, 2022 BE PROCLAIMED as Bullying Elimination Week.

Motion Passed

10. (4.3) Application - Issuance of Proclamation - October is Caribbean Heritage Month in Canada

Motion made by: M. Cassidy

That based on the application dated June 18, 2021 from Caribbean Women's Society, October 1-31, 2021 BE PROCLAIMED as October is Caribbean Heritage Month in Canada.

Motion Passed

8.3 10th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 10th Report of the Civic Works 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. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Transportation Advisory Committee

Motion made by: E. Pelozo

That the 6th Report of the Transportation Advisory Committee, from its meeting held on June 29, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Amendments to the Traffic and Parking By-law (Relates to Bill No.'s 363, 364 and 365)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the three proposed by-laws as appended to the staff report dated July 27, 2021 as Appendices A, B, and C, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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-T02/T08)

Motion Passed

4. (2.3) Greenway Organic Rankine Cycle Project - Connection Agreement with London Hydro (Relates to Bill No. 313)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 27, 2021, related to the execution of a Connection Agreement between The Corporation of the City of London and London Hydro for power generation at the Greenway Wastewater Treatment Plant:

a) the proposed by-law, as included on the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,

b) the Mayor and the City Clerk BE AUTHORIZED to execute any additional documents, if required, to give effect to the Agreement. (2021-E06)

Motion Passed

5. (2.4) RFT 21-51 Supply and Delivery of Steel Guiderail and Accessories

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 27, 2021, related to tender RFT 21-51, Supply and Delivery of Steel Guiderail and Accessories:

- a) approval hereby BE GIVEN to enter into an eight-month contract, with four (4) one-year options for the Supply and Delivery of Steel Guiderail and Accessories to Royal Fence Limited at the quoted price of \$478,840.00; it being noted that this is an irregular result where pricing exceeds the budget but award can proceed in accordance with Section 8.10 (a) of the City of London's Procurement of Goods and Service Policy;
- b) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract. (2021-T04)

Motion Passed

6. (2.5) Emergency Purchase of a MagnaDrive Adjustable Speed Drive

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 27, 2021, related to the emergency, non-competitive purchase of a MagnaDrive Adjustable Speed Drive for the Southeast Reservoir and Pumping Station:

- a) the purchase order for the purchase of a MagnaDrive Adjustable Speed Drive from SCG Process at a total price of \$94,382.00, excluding HST, BE CONFIRMED, in accordance with Section 14.2 of the City of London's Procurement of Goods and Services Policy; and,
- 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. (2021-E03)

Motion Passed

7. (2.6) Renewal of the Lead Service Extension Replacement Loan Program (Relates to Bill No. 314)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as included on the Added Agenda, BE INTRODUCED at the Municipal Council meeting on August 10, 2021, to amend By-law No. A.-6123-196 entitled "A By-law to provide for a Lead Service Extension Replacement Loan Program Pilot Project for owner-occupied dwellings of three or less dwelling units".

Motion Passed

8. (2.8) RFT 21-03 Rental of Winter Maintenance Equipment with Operator, Sander and Salters with Plow and Wing

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 27, 2021, related to tender RFT 21-03, Rental of Winter Maintenance Equipment with Operator, Sander and Salter with Plow and Wing:

- a) the bids submitted by Mobil Services Inc., S&B Construction Ltd., B and A Davies Paving and Construction Inc., Ferrari Concrete Ltd. and CH Excavating (2013) at their tendered prices BE ACCEPTED;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- 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. (2021-V01)

Motion Passed

9. (2.7) Participation in the South London Air Monitoring Network Pilot Project

Motion made by: E. Pelosa

That the staff report dated July 27, 2021 with respect to the South London Air Monitoring Network Pilot Project BE DEFERRED to the next Civic Works Committee meeting for consideration. (2021-E05)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at July 19, 2021, BE RECEIVED.

Motion Passed

8.4 11th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 11th Report of the Planning and Environment Committee BE APPROVED, excluding items 11 (2.1), 19 (3.5), 20 (3.6) and 22 (3.8).

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) 3343 Morgan Avenue - Removal of Holding Provisions (Relates to Bill No. 372)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Old Oak Properties, relating to the property located at 3343 Morgan Avenue, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6/R7/R10 (h-h-54*h-71*R5-7/R6-5/R7.D100.H45/R10-3.H45) Zone TO a Residential R5/R6/R7/R10 (R5-7/R6-5/R7.D100.H45/R10-3.H45) Zone to remove the "h", "h-54" and "h-71" holding provisions. (2021-D09)

Motion Passed

3. (2.3) 1750 Finley Crescent - Exemption of Part-Lot Control

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 101, 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 July 26, 2021 as Appendix "A" BE INTRODUCED at a future Council meeting, to exempt Block 101, 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 101, 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 Planning and Development Department 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 Planning and Development Department 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 Planning and Development Department 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 Planning and Development Department 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 by-law 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 1750 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D25)

Motion Passed

4. (2.4) 1820 Finley Crescent - Exemption from Part-Lot Control

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 99, 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 July 26, 2021 as Appendix "A" BE INTRODUCED at a future Council meeting, to exempt Block 99, 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 99, 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 Planning and Development Department 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 Planning and Development Department 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 Planning and Development Department 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 Planning and Development Department 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 1820 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D25)

Motion Passed

5. (2.5) 1790 Finley Crescent - Exemption of Part-Lot Control

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 100, 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 July 26, 2021 as Appendix "A" BE INTRODUCED at a future Council meeting, to exempt Block 100, 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 100, 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 Planning and Development Department 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 Planning and Development Department 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 Planning and Development Department 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 Planning and Development Department 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 1790 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D25)

Motion Passed

6. (2.7) 1738, 1752 and 1754 Hamilton Road - Phases 1 and 2
Special Provisions

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Thames Village Joint Venture Corporation, for the subdivision of lands located at 1738, 1752 and 1754 Hamilton Road, north side, south of the Thames River, legally described as Part of Lots 7 & 8, Concession 1; Part of Lot 7, Broken Front Concession "B"; Part of the Road Allowance Between Lots 6 & 7, Broken Front Concession "B" and Concession 1 (Closed by Unregistered By-law 276, dated April, 1875) (Geographic Township of Westminster); all of Lot 1 and Part of Lot 6, and all of the one foot reserve abutting Bobolink Lane Registered Plan No. 747 in the City of London, County of Middlesex:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Thames Village Joint Venture Corporation for the Thames Village Joint Venture Subdivision, Phases 1 and 2 (39T-17502) appended to the staff report dated July 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 July 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 July 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. (2021-D12)

Motion Passed

7. (2.8) 613 and 629 Sovereign Road - Deeming By-law (Relates to Bill No. 318)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Spriet Associates London Limited, relating to the properties located at 613 and 629 Sovereign Road:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to deem Lot 26 and Lot 27, Registered Plan No. 33M-251, save and except part of Lot 27, Registered Plan No. 33M-251 designated as Part 1, Plan 33R-17747, City of London, County of Middlesex, not to be a registered

plan of subdivision for the purposes of subsection 50(3) of the Planning Act, R.S.O. 1990, c. P.13;

b) the City Clerk BE DIRECTED to provide notice of the by-law passing and undertake registration of the Deeming By-law, in accordance with the provisions in subsections 50(28) and 50(29) of the Planning Act, R.S.O. 1990, c. P.13; and,

c) the applicant BE REQUIRED to pay for any costs incurred to register the deeming by-law at the Land Registry Office. 2021-D12)

Motion Passed

8. (2.9) 2120 Kains Road (Relates to Bill No. 319)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following action be taken with respect to the application by Sifton Properties Limited, to exempt the following lands from Part Lot Control:

a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to exempt part of Block 6 on Registered Plan 33M-429, more accurately described as Parts 3 to 6, inclusive, on Plan 33R-19849, from the Part Lot Control provisions of subsection 50(5) of the said Act; and,

b) the applicant BE ADVISED that the cost of registration of the above-noted By-law is to be borne by the applicant, in accordance with City policy. (2021-D25)

Motion Passed

9. (2.11) 1284 Sunningdale Road West - Foxhollow North Kent Phase 3C - Removal of Holding Provisions h and h-100 (Relates to Bill No. 374)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Foxhollow North Kent Development Inc., relating to the property located at 1284 Sunningdale Road West, the proposed by-law appended to the staff report dated July 26, 2021 BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 Special Provision R1 (h*h-100*R1-3(8)) Zone, a Holding Residential Special Provision R4 (h*h-100*R4-6(14)) Zone, a Holding Residential R1 (h*h-100*R1-3) Zone, and an Open Space (OS1) Zone TO a Residential Special Provision R1 (R1-3(8)) Zone, a Residential Special Provision R4 (R4-6(14)) Zone, a Residential R1 (R1-3) Zone, and an Open Space (OS1) Zone to remove the h and h-100 holding provisions. (2021-D09)

Motion Passed

10. (2.12) 50 Southbridge Drive - Removal of Holding Provisions h, h-100 and h-198 (Relates to Bill No. 375)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Sifton Properties Ltd., relating to the property located at 50 Southbridge Drive, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 Special Provision R5 (h*h-100*h-198*R5-4(22)) and a Holding Residential Special Provision R6 (h*h-100*h-198*R6-5(50)) Zone TO a Residential Special Provision R5 (R5-4(22)) and a Residential Special Provision R6 (R6-5(50)) to remove the h, h-100 and h-198 holding provisions. (2021-D09)

Motion Passed

12. (2.6) 704 and 706 Boler Road (Relates to Bill No. 373)

Motion made by: P. Squire

That, on the recommendation of the Deputy City Manager, based on the application by Southside Construction Management Ltd., relating to a portion of the property located at 704 and 706 Boler Road, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 (h*R6-1(18)) Zone TO a Residential R6 Special Provision (R6-1(18)) Zone to remove the "h" holding provision. (2021-D09)

Motion Passed

13. (2.13) 704, 706 and 720 Boler Road - Removal of Holding Provision "h" (Relates to Bill No. 376)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Southside Construction Management Ltd., relating to the properties located at 704, 706 and 720 Boler Road, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 Special Provision R1 (h*R1-9(8)) Zone TO a Residential Special Provision R1 (R1-9(8)) Zone to remove the "h" holding provision. (2021-D09)

Motion Passed

14. (2.10) Proclamation of Amendments to the Ontario Heritage Act, Ontario Regulation 385/21, and draft Ontario Heritage Toolkit

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the staff report dated July 26, 2021 entitled "Proclamation of Amendments to the Ontario Heritage Act, Ontario Regulation 385/21, and draft Ontario Heritage Toolkit" BE RECEIVED for information; it being noted that the communication dated July 23, 2021 from A.M. Valastro, 133 John Street, was received; it being further noted that the request for delegation status was withdrawn. (2021-L11)

Motion Passed

15. (3.1) 450 Wharncliffe Road South (Relates to Bill No's. 320 and 377)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Plaza Retail Reit and The Corporation of the City of London, relating to the property located at 450 Wharncliffe Road South:

a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to DELETE policy Section 4.6.7 iii) – "Specific Service Commercial Areas- Wharncliffe Road South, between Devonshire and Baseline and 425 Wharncliffe Road South";

b) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to ADD a policy to Section 4.4.2.11 – "Specific Service Auto-Oriented Commercial Corridors- Wharncliffe Road South, between Devonshire Avenue and Baseline Road West and 425 Wharncliffe Road South" to provide for an expanded range of uses, including automobile sales and service establishment uses to the property located at 425 Wharncliffe Road South; and,

c) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part b) above), to change the zoning of the subject property FROM a Highway Service Commercial (HS2) Zone TO a Highway Service Commercial Special Provision (HS2 (*) Zone to permit the additional uses of Office, Medical/Dental Office, Clinic, Laboratory, Retail Store and Liquor, Beer and Wine Store;

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 promotes an appropriate range and mix of uses in a settlement area;

- the recommended uses conform to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate a wider range of uses in an existing 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 4 – Policies for Specific Service Auto-Oriented Commercial Corridors, which allows Council to apply specific policies where the change in land use is site specific and located in an Auto-Oriented Corridor where Council wishes to maintain the existing land use designation while allowing for a site-specific uses; and,
- the recommended Zoning By-law Amendment implements an appropriate use and intensity for the site which is compatible with the surrounding area. (2021-D09)

Motion Passed

16. (3.2) 360 Callaway Road - Draft Plan of Vacant Land Condominium (39CD-21504)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Wastell Development Inc., relating to the property located at 360 Callaway Road:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 360 Callaway Road; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 360 Callaway Road; it being pointed out that the Planning and Environment Committee reviewed and received a communication dated July 22, 2021, from E. Abbott, with respect to these matters;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2021-D12)

Motion Passed

17. (3.3) 355 Middleton Avenue - Draft Plan of Vacant Land Condominium (39CD-21509)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Economic Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 355 Middleton Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to a property located at 355 Middleton Avenue; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 355 Middleton Avenue;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2021-D12)

Motion Passed

18. (3.4) 915 UpperPoint Avenue - Draft Plan of Vacant Land Condominium (39CD-21508)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 915 Upperpoint Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for the Draft Plan of Vacant Land Condominium relating to a property located at 915 Upperpoint Avenue;
- b) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 355 Middleton Avenue:
 - i) a request for the installation of a barrier or vegetation;
 - ii) the increase in traffic and the speed of the traffic;

- iii) the dirt and dust from the ongoing construction to the north of the proposed development;
- iv) the vibration from the excavation; and,
- v) the accumulation of garbage from the ongoing construction;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2021-D12)

Motion Passed

21. (3.7) 180-186 Commissioners Road West (Relates to Bill No's. 323 and 380)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application by 180 Commissioners Road Inc., relating to the property located at 180 – 186 Commissioners Road West:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan by ADDING a policy to Section 3.5. – Policies for Specific Residential Areas to permit a maximum residential density of 105 units per hectare to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan;
- b) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 R1 (R1-9) Zone TO a Residential R9 Special Provision (R9-4(_)) Zone;

it being noted that the following site plan matters were raised during the application review process:

- i) the provision of a built form that is located along both the Commissioners Road West and Viscount Road frontages, with units oriented to the street;
- ii) the provision of a building design for both street-facing facades that includes a high level of architectural detail and a

variety of materials and articulation; individual front door style entrances to ground floor units; amenity spaces for individual units at ground level that create a pedestrian-oriented streetscape; and direct walkway connections from ground floor units to the public sidewalk;

- iii) the provision of an appropriately sized common outdoor amenity area for residents;
- iv) the provision of enhanced landscaping in the exterior side yard along Viscount Road, including consideration of such items as a seat wall, arbour, masonry columns and planting or other enhanced features;
- v) the provision of mitigation measures to address privacy issues/conflicts between grade-related patios and the public realm on Commissioners Road West, and between grade-related patios and the surface parking area, exploring opportunities for creating grade separation to better preserve the amenity of the porches/patios and the usability of those spaces for residents;
- vi) the provision of privacy fencing along the east and south property boundaries, where possible when co-ordinated with any tree retention on or adjacent to the property lines, noting the retention of existing trees may be less desirable than the provision of privacy fencing in combination with new enhanced landscaping for screening;
- vii) the provision of enhanced, robust landscaping along the east and south property boundaries for screening, taking into account possible compensation for trees removed from the site prior to the preparation of the Tree Preservation Report; discussions between the applicant and the neighbouring property owners; and the submission of a final Tree Preservation Report;
- viii) the location and design of snow storage areas to retain snow-melt on site;
- ix) possible external updates/modifications on Viscount Road, which may include a pavement marking exercise to implement a left turn lane into the site, and/or signal timing revisions; 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 PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation and the criteria for Policies for Specific Areas which allow Council to address development opportunities through specific policies that provide additional guidance to the general Multi-family, Medium Density Residential policies; and,

- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2021-D09)

Motion Passed

23. (3.9) Medway Valley Heritage Forest Environmentally Significant Area (OZ-9367) (Relates to Bill No's. 324, 325 and 326)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to adopt the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan, appended to the aforementioned staff report, in accordance with London Plan policy 1421;
- b) that NO ACTION BE TAKEN with respect to implementing the Green Acres Drive connection to the Medway Valley trail and pathway system at this time;
- c) the portion of the pathway and trail system from Gloucester Road (Access A11) to its connection with the pathway in the Valley shown on "Appendix B" of the Medway Valley Heritage Environmentally Significant Area (South) Conservation Master Plan BE DEFERRED to be considered at a future meeting of the Planning and Environment Committee following further consultation and review with the adjacent neighbours, the Upper Thames River Conservation Authority, the Environmental and Ecological Planning Advisory Committee and the Accessibility Advisory Committee;
- d) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix 'E' BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the London Plan:
 - i) change Policy 1719_11 FROM Medway Valley Heritage Forest Site Planning Study TO Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan;
 - ii) change the Green Space Place Type and Neighbourhoods Place Type on Map 1 – Place Types in conformity with the Medway Valley Heritage Forest ESA (South) Conservation Master Plan adopted above; and,
 - iii) change the Medway Valley Heritage Forest Environmentally Significant Area on Map 5 – Natural Heritage, in conformity with the Medway Valley Heritage Forest ESA (South) Conservation Master Plan adopted above:

It being noted that The London Plan Map 1 will come into full force and effect concurrent with Map 1 of the London Plan;

- e) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix 'F' BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to:

- i) change the Low Density Residential, Multi-family Medium Density Residential, Regional Facility, and Open Space land use designations on Schedule “A”, Land Use in conformity with the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan adopted above; and,
- ii) change the Medway Valley Heritage Forest Environmentally Significant Area on Schedule “B1”, Natural Heritage Features, in conformity with the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan adopted above; and,
- iii) change Policy 19.2.2. ii) to add the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan to the list of guideline documents; and,
- f) the members of Accessibility Advisory Committee, Environmental Ecological Planning Advisory Committee, UTRCA and local First Nations Communities BE THANKED for their work in the review and comments on the Sustainable Trail Concept Plan;

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

- a communication dated July 26, 2021 from G. and S. Sinker, 1597 Gloucester Road;
 - the staff presentation; and,
 - revised pages of the maps included in the staff report;
- 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-E18/E20)

Motion Passed

24. (4.1) 5th Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That the 5th Report of the Trees and Forests Advisory Committee, from its meeting held on June 23, 2021 BE RECEIVED for information.

Motion Passed

25. (4.2) 7th Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That, the following actions be taken with respect to the 7th Report of the London Advisory Committee on Heritage, from its meeting held on July 14, 2021:

- a) the following actions be taken with respect to the Notice of Planning Application, dated June 16, 2021, from C. Maton, Senior Planner, with respect to a Zoning By-law Amendment for the properties located at 551-555 Waterloo Street:
 - i) C. Maton, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage is satisfied with the research, assessment and conclusions of the Heritage Impact Assessment (HIA) included with the above-noted Notice of Planning Application and is in support of this development; and,

- ii) the above-noted Notice of Planning Application BE RECEIVED;
- b) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated July 14, 2021, related to an application under Section 42 of the Ontario Heritage Act seeking approval to alter the heritage designated property located at 329-331 Richmond Street, located within the Downtown Heritage Conservation District:
- i) the alterations BE PERMITTED, as submitted, with the following terms and conditions:
- the cast iron columns be braced and protected in situ, as described in the Conservation Plan (Cornerstone Architecture and VanBoxmeer & Stranges, dated June 1, 2021), as appended to the above-noted staff report; and,
 - the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;
- ii) direction BE GIVEN to the Site Plan Approval Authority to include a clause regarding the following within the Development Agreement (DA) For the Site Plan Approval:
- alterations to the property shall conform to the Heritage Alteration Permit (HAP21-049-L); and,
- the approach, methods, and process of the in situ conservation of the cast iron columns and arched entryway feature of the property at 329 Richmond Street, before, during, and after construction, shall conform to the Conservation Plan (Cornerstone Architecture and VanBoxmeer & Stranges, dated June 1, 2021), appended to the Heritage Alteration Permit; and,
- c) clauses 1.1, 2.1 to 2.5, inclusive, 2.7, 3.2, 4.1 and 4.2 BE RECEIVED for information.

Motion Passed

11. (2.1) Oxford Wonderland Secondary Plan - Terms of Reference

Motion made by: S. Lewis

Seconded by: E. Pelosa

That the Civic Administration BE DIRECTED to prioritize the development of the secondary plan for the Wellington Gateway corridor and BE DIRECTED to report back at a future meeting of the Planning and Environment Committee with respect to the timing of future secondary plan development that prioritizes the “transit village” place types identified in the London Plan; it being noted that the draft Terms of Reference for the Oxford Wonderland Secondary Plan, as outlined in the staff report dated July 26, 2021, would be included in the aforementioned report back.

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. Pelosa, A. Kayabaga, and S. Hillier

Nays: (1): S. Turner

Motion Passed (14 to 1)

19. (3.5) 414-418 Old Wonderland Road (Z-9293) (Relates to Bill No. 378)

Councillor A. Kayabaga leaves the meeting.

Motion made by: P. Squire

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application of Four Fourteen Inc. relating to the property located at 414-418 Old Wonderland Road:

a) the proposed, revised, ~~attached~~ by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 Residential R1 (R1-10) Zone and an Urban Reserve (UR1) Zone TO a to a holding Residential R5 Special Provision (h-5*R5-7(_)) Zone and an Open Space (OS5) Zone;

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

i) board on board fencing along the east, north and south property boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;

ii) ensure naturalization with feature restoration and compensation is required to be completed by the landowner in accordance with the mitigation measures in the recommendations of the Environmental Impact Assessment and City Ecologist;

iii) ensure that in the development agreement it is clear that the restoration and compensation areas are to be protected in a natural state and not manicured; and,

iv) a small berm should be created along the edges of the storage area to direct flows back to the road surface and not towards the pond feature to the north; and,

b) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the site concept submitted with the application; it being pointed out that the Planning and Environment Committee reviewed and received the staff presentation with respect to these matters;

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 PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-

Family Medium Density Residential designation and Environmental Policies;

- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of development; and,
- the subject lands represent an appropriate location for intensification in the form of townhouses, at an intensity that is appropriate for the site and surrounding neighbourhood. (2021-D09)

Yeas: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, P. Van Meerbergen, and S. Hillier

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelosa

Absent: (1): A. Kayabaga

Motion Passed (8 to 6)

20. (3.6) 400 Southdale Road East (OZ-9261) (Relates to Bill No's. 321, 322 and 379)

Councillor A. Kayabaga returns to the meeting.

Motion made by: P. Squire

That, on the recommendation of the Acting Manager, Planning Implementation, the following actions be taken with respect to the application by LJM Developments, relating to the property located at 400 Southdale Road East:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" that would modify the 'Neighbourhood Commercial Node' designation to permit residential units on the ground floor and an increased density of 462 units per hectare on the subject lands located at 400 Southdale Road East;
- b) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend The London Plan to create a special policy area in the Neighbourhoods Place Type at 400 Southdale Road East to permit an apartment building with residential uses on the ground floor, a height of 7-storeys (29.2m including the mechanical penthouse) and a density of 462 units per hectare and by ADDING the subject lands to Map 7 – Specific Policies Areas – of The London Plan;
- c) the proposed revised, ~~attached~~, by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a Service Station (SS2) Zone TO holding Residential R9 (h-5*R9-1*B-) Zone; it being noted that the following Site Plan matters have been raised through the application review process to be addressed through the Site Plan Approval process:
 - i) enhanced provision of boundary landscaping and board on board fencing along boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;

- ii) consideration of more surface parking for visitors; and,
- iii) address an existing license agreement and the existing private sanitary sewer and PDC that bisects the subject property that services adjacent lands, namely servicing in favor of 456 Southdale Road East, through updates to the Sanitary Study and through detailed design that ensures this existing service in favour of the adjacent lands will be maintained or rerouted and uninterrupted connecting to the municipal sewer on Dundalk. A clause in the future development agreement will be included regarding an easement agreement between 400 Southdale Road East and 456 Southdale Road East and all servicing details are to be included in the engineering site servicing drawings;
- d) the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 7-storeys with mechanical penthouse, 181 dwelling units and a maximum density of 462 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated July 26, 2021 as Schedule “1” to the amending by-law in return for the following facilities, services and matters:

A) Exceptional Building Design

the building design shown in the various illustrations contained in Schedule “1” of the amending by-law is being bonused for features which serve to support the City’s objectives of promoting a high standard of design;

- i) the building oriented to the corner of Southdale Road East and Dundalk Street providing a well-defined built edge and creating a positive public interface and human scale at street level;
- ii) the inclusion of building step backs, from 7-storeys to 6-storeys and 5-storeys with a variety of building materials and building articulation to break up the massing of the building; and,
- iii) purpose-designed amenity space on top of the apartment building and/or parking structure;

B) Underground Parking

C) Provision of Affordable Housing by requiring that LJM Developments enter into an agreement with the Corporation of the City of London (“the City”) to facilitate the transfer of ownership at no cost of four (4) new one-bedroom condominium units constructed within the development for the purposes of affordable housing, in a form prescribed by the City;

it being noted that a future development agreement will provide for the four new one-bedroom units and will include the following through further agreements as necessary:

- assurances of the specific location, size, fixtures, and features of the bonus units are defined as to the City’s satisfaction. This includes any common and general attributes, (such as storage lockers, parking, or other building resident amenities) for each bonus unit;
- a purchase agreement, inclusive of securities as applicable, reflecting the process for the no-cost transfer of the 4 new one-bedroom units and any associated services and features upon condominium plan registration, in a form satisfactory to the City; and,
- confirmation that the associated condominium declaration and by-laws shall in no way limit the use and function of the units for

affordable rental housing in accordance with applicable residential rental laws;

it is further recognized that, upon ownership, the City will retain and maintain the units within the function and business of affordable rental housing as managed through the City's Housing Stability Services. The City, as owner, would therefore be required to address costs associated with condominium and other standard fees. These factors have been considered within the bonus provisions and will be subject to separate reporting and details;

d) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the same range of uses for which public notification has been given albeit at a lower intensity;

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

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 PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node;
- the recommended Zoning By-law amendment conforms to the policies of The London Plan and 1989 Official Plan upon approval of the recommended amendment.
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and Primary Transit Area; and,
- the recommended amendment facilitates the development of four (4) affordable housing units that will help in addressing the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock. (2021-D09)

Yeas: (13): 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, and S. Hillier

Nays: (1): E. Pelosa

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

22. (3.8) 1047-1055 Dearness Drive

Councillor A. Kayabaga leaves the meeting.

Motion made by: P. Squire

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application of Leo, Maria and Christine Viglianti relating to the property located at 1047 – 1055 Dearness Drive:

a) the proposed by-law ~~attached~~ hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on August 10, 2021 to amend the Official Plan for the City of London Planning Area – 1989 to change the designation of the subject lands FROM a Low Density Residential designation TO a Multi-family, Medium Density Residential designation and by ADDING a policy to Section 3.5. – Policies for Specific Residential Areas to permit a maximum residential density of 134 units per hectare to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan;

b) the proposed by-law ~~attached~~ hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on August 10, 2021 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan for the City of London as amended in part (a) above, to change the zoning of the subject property FROM a Residential R1 (R1-4) and a Residential R2/Office Conversion (R2-2/OC5) Zone, TO a Residential R9 Bonus (R9-1()*H19*B-) Zone; The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 6 storeys and a maximum height of 26 metres, 55 dwelling units and a maximum density of 134 units per hectare, which substantively implements the Site Plan, Renderings, Elevations and Views, ~~attached~~ as Schedule "1" to the amending by-law and provides for the following:

1) Exceptional Building and Site Design

i) a built form located along Bradley Avenue and Dearness Drive that establishes a built edge with street-oriented units and active uses along those frontages;

ii) an architectural feature/massing/building articulation that addresses and emphasizes the intersection of Bradley Avenue and Dearness Drive;

iii) an active edge along the Bradley Avenue frontage including a well-defined principal entrance and individual front entrances to the ground floor apartment units;

iv) lockable "front door" style ground floor doors that open into ground floor private amenity spaces designed to extend into setbacks as front porches or courtyards;

v) ground floor patio enclosures using semi-transparent materials with a height of no more than 1 metre to provide views and passive surveillance into the public streetscape;

vi) a step-back above the 5th storey for a portion of the building along both street frontages providing a human-scale along the streets;

vii) articulated facades including recesses, projections, balconies and terraces to provide depth and variation in the built form to enhance the pedestrian environment;

viii) a variety of materials, textures and articulation along building façade(s) to highlight different architectural elements and provide interest and human-scale rhythm along the street frontages;

ix) a significant setback from the property to the north aiding smooth transition from the mid-rise building to the low-rise residential to the north;

x) common outdoor amenity space at ground level and using rooftop terraces located to protect the privacy of adjacent properties.

xi) an enhanced landscape buffer for the length of the north property line, between the parking ramp and the properties to the north, as well as an enhanced buffer to screen parking where it is visible from the street, noting that the Access Management Guidelines will require that the location of the proposed driveway, parking area and ramp will deviate from the locations shown on Schedule "1"; and,

xii) limited surface parking located away from the major street frontage and providing most of the parking within an underground structure.

2) Provision of Affordable Housing

i) A total of two (2) one-bedroom units and two (2) two-bedroom units will be provided for affordable housing;

ii) Rents not exceeding 85% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;

iii) The duration of affordability set at 50 years from the point of initial occupancy;

iv) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;

v) These conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.

c) IT BEING NOTED that the following site plan matters were raised during the application review process:

i) ensure the site is configured to provide an adequate buffer between ground floor units and the public streets and rear parking area to accommodate a landscape buffer and minor grade separation (i.e. steps to porch or courtyard) to provide residential amenity and ensure a reasonable level of privacy;

ii) consideration during the driveway realignment required to comply with the Access Management Guidelines, of the potential to preserve existing trees located on/near the Dearness Drive property line. That as part of those considerations, a tree preservation report be required at the site plan stage to inform the final co-ordinated driveway design and landscaping plans,

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 PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;

- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation and the Policies for Specific Residential Areas which allow Council to address development opportunities through specific policies that provide additional guidance to the general Multi-family, Medium Density Residential policies;
- the recommended amendment secures units for affordable housing through the bonus zone; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development.

Yeas: (13): 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, and E. Pelozza

Nays: (1): S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

8.5 11th Report of the Strategic Priorities and Policy Committee

At 5:36 PM, Councillor A. Kayabaga returns to the meeting.

Motion made by: J. Morgan

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 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

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2020 Performance Report and May 2021 Semi-Annual Progress Report

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the staff report dated July 28, 2021 including the 2020 Performance Report, May 2021 Semi-Annual Progress Report BE RECEIVED for information.

Motion Passed

3. (2.2) Municipal Accommodation Tax - Required Annual Report

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, Tourism's London annual report on the expenditure of Municipal Accommodation Tax revenues BE RECEIVED for information.

Motion Passed

4. (2.3) Diversity Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Morgan

That the following actions be taken with respect to the 3rd and 4th Reports of the Diversity Inclusion and Anti-Oppression Advisory Committee from its meetings held on June 17 and July 15, 2021, respectively:

a) clauses 1.1, 1.2, 2.1, 2.2, 3.1, 3.2, 3.3, 4.1 and 4.2, inclusive of the 3rd Report of the Diversity Inclusion and Anti-Oppression Advisory Committee BE RECEIVED;

b) the following actions be taken with respect to the Election of Community Diversity and Inclusion Strategy (CDIS) Leadership Table Representative:

i) the Civic Administration BE REQUESTED to attend the next Diversity, Inclusion and Anti-Oppression Advisory Committee to provide an overview of CDIS; and,

ii) the election of the representative BE POSTPONED to the next meeting;

c) clauses 1.1, 1.2, 2.1, 2.2, 3.1, 4.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 6.1 of the 4th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee BE RECEIVED.

Motion Passed

5. (4.1) Roula Hawa, Mischa Mackie (Schlemmer) and Reeti Chopra - Housing and Homelessness Crisis

Motion made by: J. Morgan

The following actions be taken with respect to the delegation from Roula Hawa, Mischa Mackie (Schlemmer) and Reeti Chopra related to the Housing and Homelessness Crisis in London:

a) the above-noted presentation BE RECEIVED: and,

b) the recommendations forming part of the presentation BE FORWARDED to the Civic Administration, for consideration and potential implementation, including but not limited to participation in the knowledge-exchange activities related to this report.

Motion Passed

6. (4.2) Consideration of Appointment to the London & Middlesex Community Housing Board

Motion made by: J. Morgan

That Councillor J. Morgan BE APPOINTED to the London & Middlesex Community Housing Board for the term ending November 15, 2022.

Motion Passed

8. (5.2) Regional Transportation and Mobility Across Southwestern Ontario

Motion made by: J. Morgan

That, the following actions be taken with respect to the communication dated July 27, 2021 from Mayor E. Holder and Deputy Mayor J. Morgan regarding the Regional Transportation and Mobility across Southwestern Ontario:

a) the Civic Administration BE DIRECTED to develop a conceptual framework for a Regional Transportation/Mobility Hub in downtown London, including working with London Transit to explore potential connections between a regional transportation/mobility hub and local City of London transit routes, including the proposed bus rapid transit system, for Council's consideration; and,

b) the Mayor BE REQUESTED to engage with the Southwest Ontario Transportation Task Force membership on the opportunity of positioning the City of London as a Regional Transportation/Mobility Hub for consideration by the Province of Ontario under the Connecting the Southwest: A Draft Transportation Plan for Southwestern Ontario.

Motion Passed

7. (5.1) Consideration of Vaccine Mandates

Motion made by: J. Morgan

That the communication dated July 26, 2021 from Councillor M. van Holst BE RECEIVED and no further action BE TAKEN.

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)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.'s 312 to 380, excluding Bill No. 378, and the Added Bill No.'s 385 to 386, 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)

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

That Second Reading of Bill No.'s 312 to 380, excluding Bill No. 378, and the Added Bill No.'s 385 to 386, 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)

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

That Third Reading and Enactment of Bill No.'s 312 to 380, excluding Bill No. 378, and the Added Bill No.'s 385 to 386, 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)

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

That Introduction and First Reading of Bill No. 378 BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelozza

Motion Passed (9 to 6)

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

That Second Reading of Bill No. 378 BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Peloza

Motion Passed (9 to 6)

Motion made by: S. Hillier

Seconded by: J. Helmer

That Third Reading and Enactment of Bill No. 378 BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Peloza

Motion Passed (9 to 6)

4. Council, In Closed Session

Motion made by: M. Cassidy

Seconded by: E. Peloza

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

4.1 Personal Matters / Identifiable Individual

A matter pertaining to personal matters about identifiable individuals, including municipal or local board employees, with respect to the Awarding of the 2021 Queen Elizabeth Scholarships. (6.1/11/CPSC)

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

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/13/CSC)

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

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

negotiations carried on or to be carried on by or on behalf of the municipality.
(6.3/13/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.
(6.4/13/CSC)

4.6 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 with respect to litigation currently before the Superior Court of Justice, Court file No. 2278/18 and 2278/18-A1 affecting the municipality in relation to the Bradley Avenue West Extension and Wharncliffe Road South Improvements. (6.1/10/CWC)

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 with respect to litigation currently before the Superior Court of Justice, Court file 783/19 affecting the municipality in relation to the 2016 Sarnia Road Improvements. (6.2/10/CWC)

Motion Passed

The Council rises and convenes, In Closed Session, from 5:58 PM to 6:19 PM.

At 5:58 PM, Mayor E. Holder places Councillor J. Morgan in the Chair, and leaves the meeting.

9. Added Reports

9.1 11th Report of Council in Closed Session

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

1. Awarding of the 2021 Queen Elizabeth Scholarships

That the following actions be taken in connection with the awarding of the 2021 Queen Elizabeth Scholarships:

a) in recognition of achieving the highest scholastic achievement in their graduating year, the following student BE AWARDED the 2021 Queen Elizabeth Scholarship, in the amount shown:

Cindy Sun, London Central Secondary School (99.67%) - \$2,000

b) notwithstanding Council Policy 1(3), which provides for Queen Elizabeth Scholarships in the amount of \$2,000 each, to be granted by the City of London in each school year, for admission to any University, to the two students with the highest scholastic achievement, the following four students BE AWARDED the 2021 Queen Elizabeth Scholarships, in the amounts shown:

Caitlyn Pringle, H.B. Beal Secondary School (99.50%) - \$2,000

Mia Scherba, H.B. Beal Secondary School (99.50%) - \$2,000

Anlun Guo, London Central Secondary School (99.50%) - \$2,000
Nadeen Shilbayeh, Oakridge Secondary School (99.50%) - \$2,000

c) the additional \$6,000 Scholarships BE FUNDED through the City's 2021 Operating Budget.

2. Settlement Agreement - 1679 Richmond Street - Fanshawe Park Road and Richmond Street Intersection Improvements Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, and the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, the following actions be taken with respect to the property located at 1679 Richmond Street, further described as Part of lot 33, Registrar's Compiled Plan 1029, in the City of London, County of Middlesex, described as Parts 1,2, 3 and 4, Plan ER-1383810, being part of PIN 08066-0183 (LT), as shown on the location map attached as Appendix "B", for the purpose of future road improvements for the project known as the Fanshawe Park Road and Richmond Street Intersection Improvements Project, as follows:

a) the Settlement Agreement, attached as Appendix "C", submitted by Suncor Energy Inc., as full and final compensation for the market value of the land expropriated from the subject property, for the sum of \$126,000.00 BE ACCEPTED, and subject to the following conditions:

i) the City agreeing to pay the Vendor's reasonable legal, appraisal costs, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay a further sum of \$20,000.00 as disturbance damages for the loss of any and all trees, shrubs and landscaping located within the Property; and

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

3. Property Acquisition – 19 Dingman Drive

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Parks and Forestry, on the advice of the Director, Realty Services, with respect to the property located at 19 Dingman Drive, further described as Part South 1/2 Lot 19, Concession 3 as in 496032; LONDON/WESTMINISTER, being all of PIN 08204-0131 (LT) and all of PIN 08204-0132 (LT), located in the City of London, County of Middlesex, Province of Ontario, with an area of approximately 33.5 acres as shown on the location map attached as Appendix "B", for the purpose of a future south west district sports park, the following actions be taken:

a) the offer submitted by Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, Zsofia Sefcsik (the "Vendors"), to sell the subject property to the City, for the sum of \$1,750,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement attached as Appendix "C"; and

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

4. Property Acquisition – 1710 Wilton Grove Road, London

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, and with the concurrence of the Interim Director, Economic Services and Supports, with respect at 1710 Wilton Grove Road, containing an area of approximately 64 acres, legally described as being Part of Lot 12 Concession 2; Designated Part 1, 33R9191 Formerly in the Town of

Westminster now in the City of London, County of Middlesex being all of PIN 081990006 together as outlined on the sketch attached hereto as Appendix "C", the following actions be taken:

a) the Agreement of Purchase and Sale (the "Agreement"), submitted by Karen Auzins and Eric Auzins (the Vendors) to sell the subject property to the City, for the sum of \$4,160,000.00 BE ACCEPTED which the Agreement is attached as Appendix "B"; and,

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

5. Property Disposition – Surplus Land – East Side Purser Street

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned surplus land located south of east side of Purser Street, an area of approximately 0.08 acres, and legally described as Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 as outlined on the Location Map attached hereto as Appendix "A", and the Agreement of Purchase and Sale (the "Agreement") attached as Appendix "B", as submitted by Drewlo Holdings Inc. (the "Purchaser"), to purchase the subject property from the City, at a purchase price of \$125,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement.

Yeas: (14): 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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

That Introduction and First Reading of the Added Bill No.'s 381 to 384 BE APPROVED.

Yeas: (14): 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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

Motion made by: E. Pelozo

Seconded by: J. Helmer

That Second Reading of the Bill No. Added Bill No.'s 381 to 384 BE APPROVED.

Yeas: (14): 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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

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

That Third Reading and Enactment of the Bill No. Added Bill No.'s 381 to 384 BE APPROVED.

Yeas: (14): 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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

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

Bill No. 312	By-law No. A.-8145-216 – A by-law to confirm the proceedings of the Council Meeting held on the 10th day of August, 2021. (City Clerk)
Bill No. 313	By-law No. A.-8146-217 – A by-law to authorize the Mayor and City Clerk to execute an Agreement between The Corporation of the City of London and the local power distribution company (London Hydro) with respect to the connection of power generation at Greenway Wastewater Treatment Plant. (2.3/10/CWC)
Bill No. 314	By-law No. A.-6123(e)-218 – A by-law to provide for a Lead Service Extension Replacement Loan Program for residential properties of three or less dwelling units. (2.6/10/CWC)
Bill No. 315	By-law No. A.-6151(z)-219 – A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001”, by deleting and replacing Schedule “B” – “Hiring of Employees Policy”. (2.6a/13/CSC)
Bill No. 316	By-law No. A.-6151(aa)-220 – A by-law to amend By-law No. A.-6151-17, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting and replacing Schedule “E”, being “Public Notice Policy”. (2.6a/13/CSC)
Bill No. 317	By-law No. A.-6151(ab)-221 – A by-law to amend By-law No. A.-6151-17, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting and replacing Schedule “F”, being the Accountability and Transparency to the Public Policy. (2.6a/13/CSC)
Bill No. 318	By-law No. C.P.-1566-222 – A by-law to deem a portion of Registered Plan No. 33M-251 not to be a registered plan of subdivision for the purposes of subsection 50(3) of the Planning Act, R.S.O. 1990, c. P13. (2.8/11/PEC)
Bill No. 319	By-law No. C.P.-1567-223 – A by-law to exempt from Part-lot Control lands located on the east side of Kains Road, north of Shore Road; being composed of Part of Block 6 on Registered Plan No. 33M-429, more accurately described as Parts 3 to 6, inclusive, on Plan 33R-19849, in the City of London, County of Middlesex. (2.9/11/PEC)
Bill No. 320	By-law No. C.P.-1284(vy)-224 – A by-law to amend the Official Plan for the City of London, 1989 relating to 450 Wharnccliffe Road South. (3.1a&b/11/PEC)

Bill No. 321	By-law No. C.P.-1284(vz)-225 – A by-law to amend the Official Plan for the City of London, 1989 relating to 400 Southdale Road East. (3.6a/11/PEC)
Bill No. 322	By-law No. C.P.-1512(al)-226 – A by-law to amend The London Plan for the City of London, 2016 relating to relating to 400 Southdale Road East. (3.6b/11/PEC)
Bill No. 323	By-law No. C.P.-1284(wa)-227 – A by-law to amend the Official Plan for the City of London, 1989 relating to 180 – 186 Commissioners Road West. (3.7a/11/PEC)
Bill No. 324	By-law No. C.P.-1568-228 – A by-law to adopt the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan. (3.9a/11/PEC)
Bill No. 325	By-law No. C.P.-1512(am)-229 – A by-law to amend The London Plan for the City of London, 2016 for the Medway Valley Heritage Forest Environmentally Significant Area (South). (3.9d/11/PEC)
Bill No. 326	By-law No. C.P.-1284(wb)-230 – A by-law to amend the Official Plan for the City of London, 1989 for the Medway Valley Heritage Forest Environmentally Significant Area (South). (3.9e/11/PEC)
Bill No. 327	By-law No. CPOL.-18(d)-231 – A by-law to amend By-law No. CPOL.-18-214, as amended, being “Mayor’s New Year’s Honour List Policy”, to clarify eligibility criteria for nomination. (2.6a/13/CSC)
Bill No. 328	By-law No. CPOL.-29(a)-232 – A by-law to amend By-law No. CPOL.-29-225, as amended, being “Grants to Centennial Hall”, to remove outdated language. (2.6a/13/CSC)
Bill No. 329	By-law No. CPOL.-30(a)-233 – A by-law to amend By-law No. CPOL.-30-226, as amended, being “Reduced Rental Rates for Non-Profit Groups”, to update staff titles and reference to the Fees and Charges By-law. (2.6a/13/CSC)
Bill No. 330	By-law No. CPOL.-31(a)-234 – A by-law to amend By-law No. CPOL.-31-227, as amended, being “Objectives of Centennial Hall”, to add clarifying language in section 4(b). (2.6a/13/CSC)
Bill No. 331	By-law No. CPOL.-33(a)-235 – A by-law to amend By-law No. CPOL.-33-229, as amended, being “Lessee Protection and Non-Competitive Clauses”, to change the title to “Lessee Protection and Non-Competitive Clauses – Centennial Hall” to reflect the scope of the policy. (2.6a/13/CSC)
Bill No. 332	By-law No. CPOL.-38(a)-236 – A by-law to amend By-law No. CPOL.-38-234, as amended, being “London Community Grants Policy”, to delete reference to Housing Development Corporate, London (HDC) in section 4.3(b)(v). (2.6a/13/CSC)
Bill No. 333	By-law No. CPOL.-39(b)-237 – A by-law to amend By-law CPOL.-39-235 being “Investment Policy”. (2.5/13/CSC)

Bill No. 334	By-law No. CPOL.-43(a)-238 – A by-law to amend By-law No. CPOL.-43-239, as amended, being “Identification of Operating Surpluses – Boards and Commissions”, to align wording in applicability and policy sections with the budget monitoring process. (2.6a/13/CSC)
Bill No. 335	By-law No. CPOL.-45(b)-239 – A by-law to amend By-law No. CPOL.-45-241, as amended, being “Multi-Year Budget Policy”, to update definition and policy sections, and to clarify applicability to the property tax supported as well as water and wastewater budgets. (2.6a/13/CSC)
Bill No. 336	By-law No. CPOL.-46(b)-240 – A by-law to amend By-law No. CPOL.-46-242, as amended, being “Surplus/Deficit Policy”, to add clarifying language in the policy section and renumber accordingly. (2.6a/13/CSC)
Bill No. 337	By-law No. CPOL.-47(a)-241 – A by-law to amend By-law No. CPOL.-47-243, as amended, being “Assessment Growth Policy” to provide for strengthened eligibility criteria and for the prioritization of requests. (2.6a/13/CSC)
Bill No. 338	By-law No. CPOL.-48(a)-242 – A by-law to amend By-law No. CPOL.-48-244, as amended, being “Debt Management Policy”, to add intergenerational equity and maintaining a strong credit rating to objectives, and to add clarifying language in the policy section. (2.6a/13/CSC)
Bill No. 339	By-law No. CPOL.-52(a)-243 – A by-law to amend By-law No. CPOL.-52-248, as amended, being “Capital Budget and Financing Policy”, to update the definitions and the policy sections. (2.6a/13/CSC)
Bill No. 340	By-law No. CPOL.-71(b)-244 – A by-law to amend By-law No. CPOL.-71-303, as amended, being “Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” to redefine the Council Year to align with the Council Term as set out in the Municipal Elections Act, 1996, as amended. (2.6a/13/CSC)
Bill No. 341	By-law No. CPOL.-77(b)-245 – A by-law to amend By-law No. CPOL.-77-309, as amended, being “Legal Services and Accounts”, to change claim amount to align with thresholds in the Procurement Policy. (2.6a/13/CSC)
Bill No. 342	By-law No. CPOL.-80(a)-246 – A by-law to amend By-law No. CPOL.-80-312, as amended, being “Dedication of Fire Stations”, to update applicability by changing the number of fire stations from seven to six. (2.6a/13/CSC)
Bill No. 343	By-law No. CPOL.-114(d)-247 – A by-law to amend By-law No. CPOL.-114-366, as amended, being “Flags at City Hall Policy”, to clarify that flags at the back entrance of City Hall are to be removed over the winter. (2.6a/13/CSC)

Bill No. 344	By-law No. CPOL.-123(b)-248 – A by-law to amend By-law No. CPOL.-123-375, as amended, being “Promotion of Corporate Products to City Employees” to change the policy title to “Promotion of Corporate Products or Services to City Employees”, and to update general guidelines. (2.6a/13/CSC)
Bill No. 345	By-law No. CPOL.-139(a)-249 – A by-law to amend By-law No. CPOL.-139-391, as amended, being “Gender Equity in Recreation Services”, to modernize language in three definitions (2.2 to 2.4), and to add a section 4.iii under Policy to address removing barriers. (2.6a/13/CSC)
Bill No. 346	By-law No. CPOL.-140(a)-250 – A by-law to amend By-law No. CPOL.-140-392, as amended, being “Financial Assistance for Program Activity Fees”, to update and clarify language, to add a new section 4.11 concerning applicants receiving financial assistant from the province, and to renumber the sections accordingly. (2.6a/13/CSC)
Bill No. 347	By-law No. CPOL.-145(a)-251 – A by-law to amend By-law No. CPOL.-145-397, as amended, being “Policy for waiving or reducing fees for use of city owned community centres and recreation facilities” to change the policy title to “Request to Waive or Reduce Facility Rental Fees”. (2.6a/13/CSC)
Bill No. 348	By-law No. CPOL.-156(b)-252 – A by-law to amend By-law No. CPOL.-156-408, as amended, being “Mayor – Contracted Staff”, to add clarifying language about benefits. (2.6a/13/CSC)
Bill No. 349	By-law No. CPOL.-167(b)-253 – A by-law to amend By-law No. CPOL.-167-419, as amended, being “Urban Design Awards”, to add language to include virtual processes and to clarify selection process for People’s Choice Award (Student). (2.6a/13/CSC)
Bill No. 350	By-law No. CPOL.-170(a)-254 – A by-law to amend By-law No. CPOL.-170-422, as amended, being “Notices of OPA and ZBA Received From Other Municipalities”, to clarify that where there are no municipal concerns identified by the Director, Planning & Development, no response or further action is required. (2.6a/13/CSC)
Bill No. 351	By-law No. CPOL.-185(b)-255 – A by-law to amend By-law No. CPOL.-183-435, as amended, being “Leasing and Licencing of City-Owned Land”, to incorporate wording from policy to be repealed “Leasing Parkland”. (2.6a/13/CSC)
Bill No. 352	By-law No. CPOL.-188(b)-256 – A by-law to amend By-law No. CPOL.-188-440, as amended, being “Real Property Acquisition Policy”, to incorporate changes to legislation. (2.6a/13/CSC)
Bill No. 353	By-law No. CPOL.-193(c)-257 – A by-law to amend By-law No. CPOL.-193-445, as amended, being “City of London Community Suite Policy” by deleting and replacing Schedule A. (2.6a/13/CSC)

Bill No. 354	By-law No. CPOL.-202(b)-258 – A by-law to amend By-law No. CPOL.-202-454, as amended, being “Discretionary Benefits”, to address the intent of the policy and the new provincial model towards life stabilization. (2.6a/13/CSC)
Bill No. 355	By-law No. CPOL.-368(a)-259 – A by-law to amend By-law No. CPOL.-368-372, being “Reserve and Reserve Fund Policy”, to update policy section to ensure policy directive for external loans and refinements to principles to be considered if Council approves external loans. (2.6a/13/CSC)
Bill No. 356	By-law No. CPOL.-378(a)-260 – A by-law to amend By-law No. CPOL.- 378-473, being “Access and Privacy Policy” by deleting and replacing Schedule “A”. (2.6a/13/CSC)
Bill No. 357	By-law No. CPOL.-383(a)-261 – A by-law to amend By-law No. CPOL.-383-90, being “Code of Conduct for Members of Council” by deleting and replacing Schedule “A”. (2.6a/13/CSC)
Bill No. 358	By-law No. CPOL.-396(a)-262 – A by-law to amend By-law No. CPOL.-396-7, being “Respectful Workplace Policy (Anti-Harassment/ Anti-Discrimination)”, to add clarifying language. (2.6a/13/CSC)
Bill No. 359	By-law No. CPOL.-403-263 – A by-law to repeal By-Law No. CPOL.-131-383, as amended, being “Leasing Parkland”, as this Policy has been incorporated into the Policy titled “Leasing and Licensing of City Owned Land”. (2.6b/13/CSC)
Bill No. 360	By-law No. CPOL.-404-264 – A by-law to repeal By-Law No. CPOL.-138-390, being “Parkland Accounts”, as the Policy is redundant as the information is contained in other legislation or other policies. (2.6b/13/CSC)
Bill No. 361	By-law No. CPOL.-405-265 – A by-law to repeal By-Law No. CPOL.-233-50, as amended, being the Policy titled “Siting of Safe Consumption Facilities and Temporary Overdose Prevention Sites in London”, as the Policy is redundant as the London Plan policies 1099A-1099F are now in force and effect. (2.6b/13/CSC)
Bill No. 362	By-law No. CPOL.-406-266 – A by-law to repeal By-Law No. CPOL.-132-384, as amended, being the Policy titled “Value of Parkland Dedication”, as the Policy is redundant as the information is contained in the Policy titled “Parkland Dedication Cash in lieu”. (2.6b/13/CSC)
Bill No.363	By-law No. PS-113-21071 – 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.” (2.2a/10/CWC)
Bill No.364	By-law No. PS-113-21072 – 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.” (2.2b/10/CWC)
Bill No. 365	By-law No. PS-113-21073 – 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.” (2.2c/10/CWC)

Bill No. 366	By-law No. S.-6131-267 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Chesterfield Avenue and Veronica Avenue) (Chief Surveyor - for road widening purposes, registered as ER1362973, pursuant to B.015/19 and in accordance with Z-1)
Bill No. 367	By-law No. S.-6132-268 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Adelaide Street N, south of Ross St) (Chief Surveyor - for road widening purposes, registered as ER1368539 on April 19, 2021, pursuant to SPA19-063 and in accordance with Z.-1)
Bill No. 368	By-law No. S.-6133-269 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sarnia Road, west of Oakcrossing Gate) (Chief Surveyor - for road widening purposes, registered as ER1102153 that require dedication)
Bill No. 369	By-law No. S.-6134-270 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wickerson Road and Byron Baseline Road) (Chief Surveyor – lands that require dedication at the present time)
Bill No. 370	By-law No. S.-6135-271 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Horn Street, south of Beecher Street) (Chief Surveyor - for road widening purposes registered as ER1373220, pursuant to B.054/19 and in accordance with Z.-1)
Bill No. 371	By-law No. S.-6136-272 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to High Street, south of Grand Avenue) (Chief Surveyor - road widening purposes, registered as ER1258435, pursuant to SPA18-063 and in accordance with Z.-1, that require dedication at the present time)
Bill No. 372	By-law No. Z.-1-212947 – A by-law to amend By-law No. Z.-1 to remove holding provisions from an area of land located at 3343 Morgan Avenue. (2.2/11/PEC)
Bill No. 373	By-law No. Z.-1-212948 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 704 & 706 Boler Road. (2.6/11/PEC)
Bill No. 374	By-law No. Z.-1-212949 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1284 Sunningdale Road West. (2.11/11/PEC)
Bill No. 375	By-law No. Z.-1-212950 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 50 Southbridge Drive. (2.12/11/PEC)
Bill No. 376	By-law No. Z.-1-212951 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 704, 706 & 720 Boler Road. (2.13/11/PEC)

Bill No. 377	By-law No. Z.-1-212952 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 450 Wharncliffe Road South. (3.1c/11/PEC)
Bill No. 378	By-law No. Z.-1-212953 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 414-418 Old Wonderland Road. (3.5/11/PEC)
Bill No. 379	By-law No. Z.-1-212954 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 400 Southdale Road East. (3.6c/11/PEC)
Bill No. 380	By-law No. Z.-1-212955 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 180 – 186 Commissioners Road West. (3.7b/11/PEC)
Bill No. 381	By-law No. A.-8147-273 – A by-law to authorize and approve a Settlement Agreement between The Corporation of the City of London and Suncor Energy Inc., for the partial acquisition of property located at 1679 Richmond Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement (6.1/13/CSC)
Bill No. 382	By-law No. A.-8148-274 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, and Zsofia Sefcsik for the acquisition of the property located at 19 Dingman Drive, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/13/CSC)
Bill No. 383	By-law No. A.-8149-275 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Karen and Eric Auzins for the purchase of land located at 1710 Wilton Grove Road, an area of approximately 64 acres, legally described as being Part of Lot 12 Concession 2; Designated Part 1, 33R9191 Formerly in the Town of Westminster now in the City of London, County of Middlesex Being all of PIN 081990006, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/13/CSC)
Bill No. 384	By-law No. A.-8150-276 – A by-law to authorize and approve the Agreement of Purchase and Sale as submitted by Drewlo Holdings Inc. for the sale of City owned surplus lands, described as Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 in the City of London, County of Middlesex, and to authorize the Mayor and City Clerk to executed this Agreement. (6.4/13/CSC)
Bill No. 385	By-law No. C.P.-1284(wc)-277 – A by-law to amend the Official Plan for the City of London, 1989 relating to 1047-1055 Dearness Drive. (3.8a/11/PEC)

Bill No. 386	By-law No. Z.-1-212956 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1047-1055 Dearness Drive. (3.8b/11/PEC)
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14. Adjournment

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

That the meeting BE ADJOURNED.

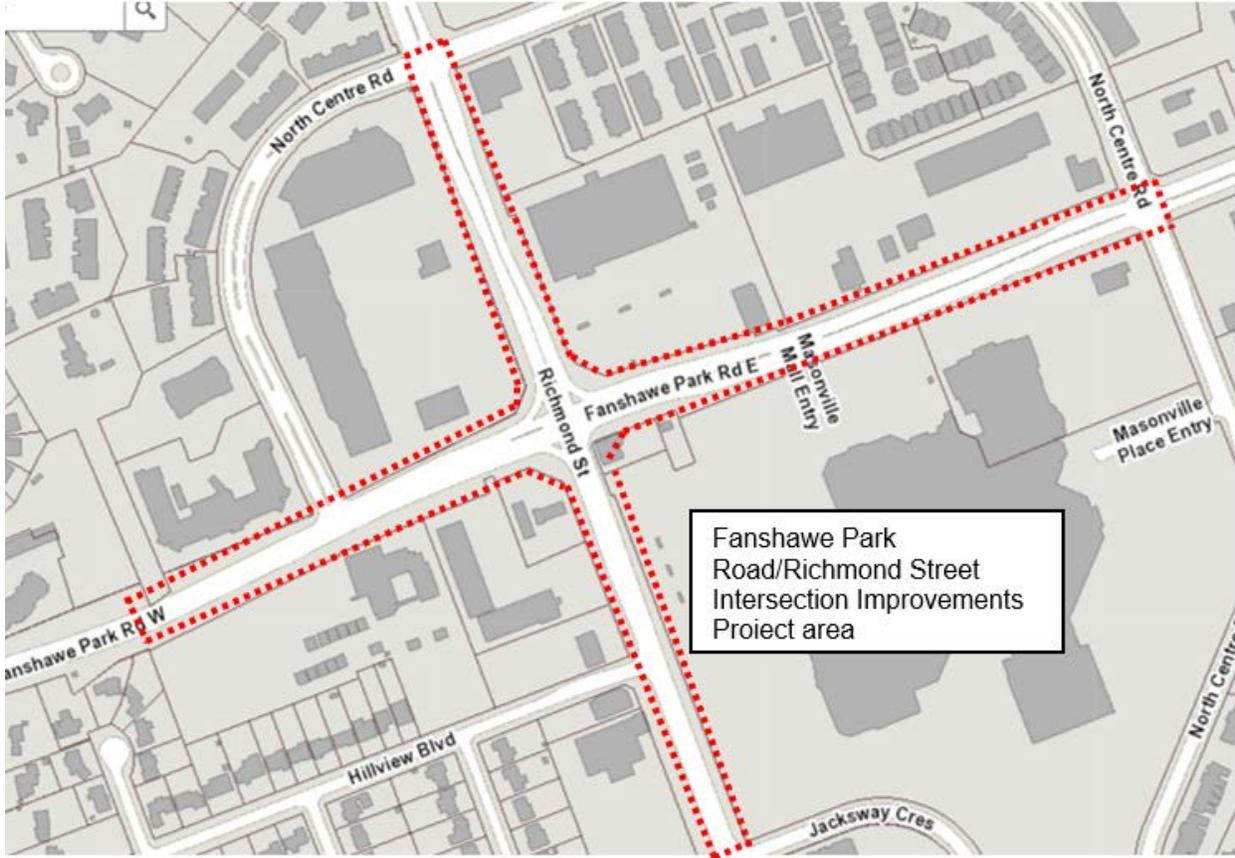
The meeting adjourned at 6:33 PM.

Motion Passed

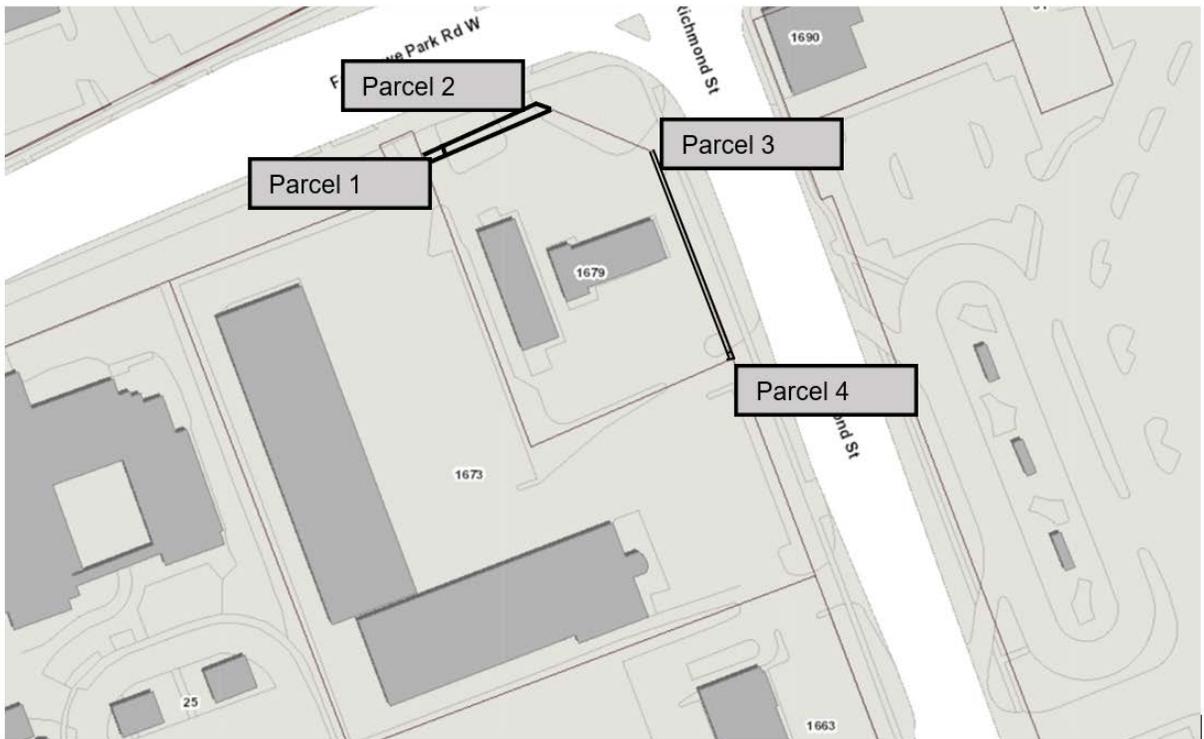
Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B - Location Maps



Loca



Appendix C - Settlement Agreement

THIS SETTLEMENT AGREEMENT made this 27th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

SUNCOR ENERGY INC.

(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owners.

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto and outlined in redline (the "Expropriation") Part 1, 2, 3 and 4 on Plan ER1383810;

KO

WHEREAS the Owner is in possession of the property described in Schedule "A" hereto, subject to Section 39 of the *Expropriations Act*, R.S.O., 1990, c E.26, as amended;

AND WHEREAS the Owner and the City wish to resolve the compensation to which the Owner is entitled to pursuant to the provisions of the Act and arising out of the Expropriation;

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 1679 Richmond Street North, City of London;

WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1.00 SETTLEMENT TERMS

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the sum of One Hundred and Twenty-Six Thousand Dollars (\$126,000.00), which sum represent the fair market value of the Expropriated Property located at 1679 Richmond Street North.
- 1.03 The City shall pay to the Owner an additional sum of Twenty Thousand Dollars (\$20,000.00) representing the full and final payment for the loss of any and all trees, shrubs, landscaping and all other improvements located within the Expropriated Property, and any and all property related claims arising out of or in any way connected with the Expropriation, any disturbance damages, as against the City arising out of or in any way connected with the Expropriation.
- 1.04 The Owner directs the City to allocate the total compensation in the sum of One Hundred and Forty-Six Thousand Dollars (\$146,000.00), and which represents full compensation for all claims under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended on the basis set out in paragraphs 1.02 and 1.03.
- 1.05 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.07 **SCHEDULE(S):** The following Schedules form part of this Agreement:
- Schedule "A" Legal Description (the "Expropriated Property")
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Full and Final Release

2.00 RELEASE

- 2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriation including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any

special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of the Expropriation with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Richmond North and Fanshawe Park Road.

- 2.02 The Owner shall execute a Full and Final Release (the “**Release**”) in the form attached hereto as **Schedule “C”**.

3.00 BINDING EFFECT

- 3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.
- 3.02 City staff have confirmed they are taking a report to City Council recommending the settlement, however, the decision to settle is subject to obtaining formal instructions from City Council.

4.00 GOVERNING LAW

- 4.01 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Courts in London.

5.00 PAYMENTS

- 5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.
- 5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.
- 5.03 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.

6.00 CLOSING DATE

- 6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of August 31, 2021.

7.00 LEGAL COSTS:

- 7.01. As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal costs, including fees, disbursements and applicable taxes, to complete this settlement, subject to the right on the part of City to refer the matter of costs to assessment by the local assessment officer.

8.00 DISPOSAL OF EXPROPRIATED LANDS

- 8.01. The Owner agrees that the City shall not be required to offer the Owner the first chance to repurchase any remaining lands which the City decides are surplus to the City’s needs. The City shall have the right to over-ride the rights accorded to the Owner under Section 42 of the Act.

9.00 GENERAL PROVISIONS OF CONTRACT

- 9.01 The parties agree that the terms of these Minutes are contractual, are not a mere recital and any breach of these terms may be enforced against the defaulting party by a legal proceeding, including, but not limited to, a claim for an injunction or other mandatory order where and to the extent that damages would be an inadequate remedy for the default.
- 9.02 It is understood and agreed that the fact and terms of these Minutes and the settlement underlying it, including the negotiations between the parties which led up to it, will be held in strict confidence and will not be divulged, disclosed, communicated or published by the parties hereto unless deemed essential on auditors’ or accountants’ advice, or for the purpose of any judicial or legal proceeding in

which case the fact that the settlement is made without any admission of liability will receive publication contemporaneously. The parties will not publish any articles, press releases or make any public statements about the matters settled herein.

- 9.03 The parties agree that where one or more provisions of these Minutes are found to be invalid, unenforceable, or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of these Minutes shall be deemed to be severable from the provisions so found and shall remain in full force and effect.
- 9.04 The parties shall make, do, and deliver all things required to implement this settlement and shall cooperate with one another as required in order to give effect to this settlement.

10.00 POSSESSION DATE

- 10.01 It is hereby acknowledged that the City has expropriated the lands in their entirety and in accordance with the provisions of the *Expropriations Act* and will be establishing a vacant possession date in accordance with the *Expropriations Act* . Possession shall be provided on this date, or such earlier date as the Parties agree to in writing.
- 10.02 The Owner agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.

11.00 COMPLETE AGREEMENT

- 11.01 The parties agree that these Minutes and the Release constitute the entire agreement between the parties and supersedes all oral or written agreements, arrangements, representations, or understandings. These Minutes shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.02 By signing these Minutes, the parties acknowledge that they have carefully read these Minutes, have had the opportunity to seek the advice of a lawyer as to the nature and effect of these Minutes, understand all of the terms in these Minutes, and have executed these Minutes voluntarily and with knowledge of the consequences thereof.

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 11th day of June, 2021.

SUNCOR ENERGY INC.

Per:  _____

Name: Ken Ogston

Title: Director, Network Planning and Development

Per: _____

Name: _____

Title: _____

I/We Have Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. _____ of the Council of the Corporation of the City of London passed on ____ day of _____, 2021.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catherine Saunders, City Clerk

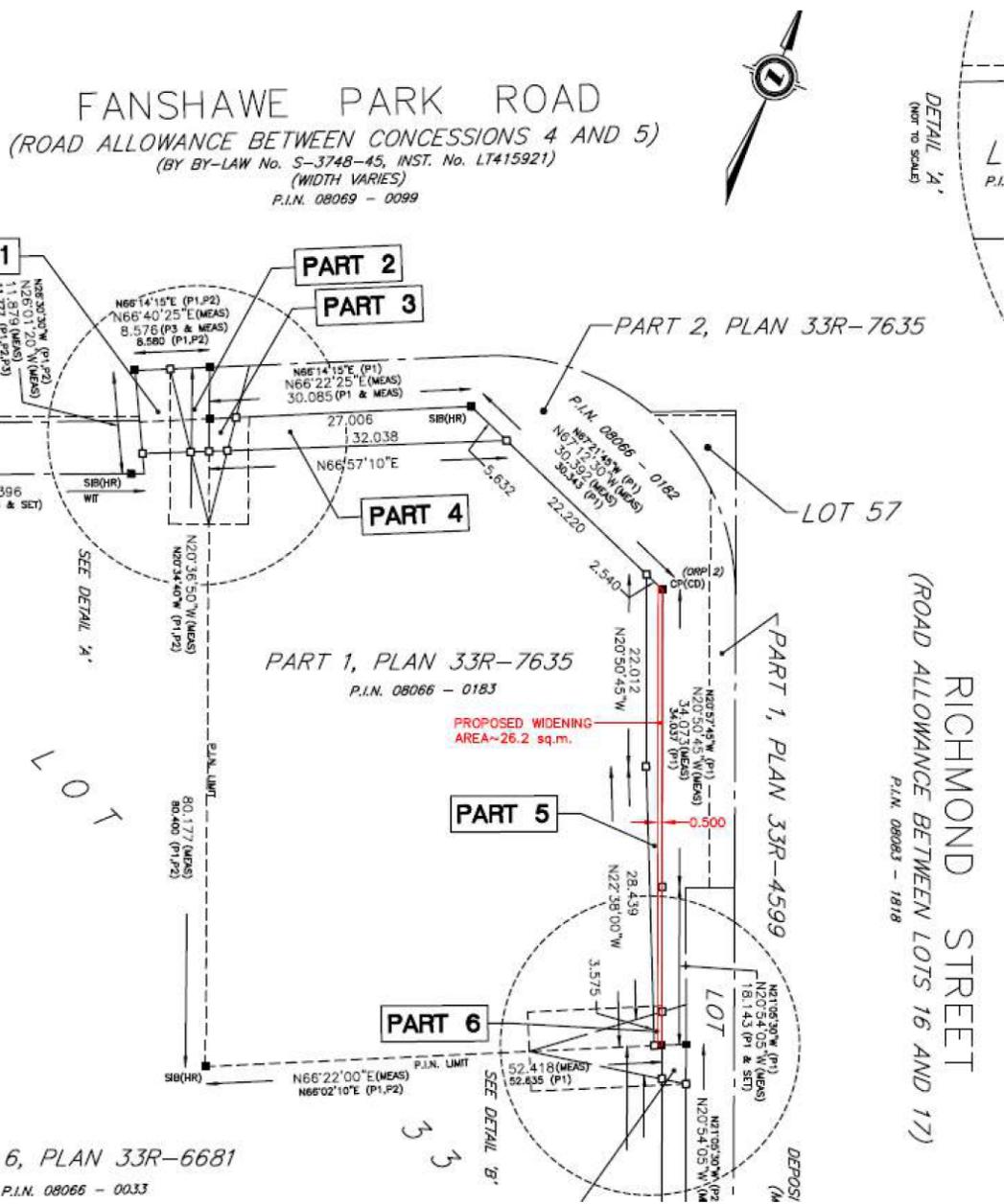
SCHEDULE "A"

Legal Description:

Part of Lot 33, Registrar's Complied Plan 1029, designated as Parts 1, 2, 3 and 4 on Plan ER1383810 shown on sketch below as 3, 4, 5 and 6, City of London, County of Middlesex, being Part of PIN 08066-0183 (LT)

KO

(being the "Expropriated Property")



SCHEDULE "B"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Expropriated Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Expropriated Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Expropriated Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Purchaser, and not the Vendor shall be liable for any costs, damages, claims or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing and environmental contamination that may result from Expropriated Property.
3. **RE-IMBURSEMENT OF COSTS TO RE-INSTALL CURBING:** The parties acknowledge that a portion of the existing curbing on the Expropriated Property may need to be re-moved/re-installed onto the Vendors remaining lands (the "Curbing Work"). The City will pay the Vendor for the reasonable costs incurred to complete the Curbing Work. The Vendor shall be required to produce a quote for any required curbing work and the City will pay for the actual costs incurred. Payment shall be on a reimbursement basis upon receipt of proof that the costs were actually incurred and have been paid in full.
4. **ACCESS:** The Purchaser agrees to allow the Vendor to reserve over the Property a right of way for ingress and egress until such time as the Property is dedicated by by-law as a public highway.
5. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants in clauses 3 and 4 shall survive and shall not merge upon the completion of this transaction.

SCHEDULE "C"

FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the total sum of One Hundred and Forty-Six Thousand Dollars (\$146,000.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 1679 Richmond Street North, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages,

Suncor Energy Inc.

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, except legal fees and disbursements, which heretofore may have been or may hereafter be sustained by **Suncor Energy Inc.** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 1679 Richmond Street North, herein "the subject property," in the City of London.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the said THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees.

IT IS UNDERSTOOD AND AGREED that the City will pay the legal fees incurred by the **Suncor Energy Inc.** lawyer on the basis that such fees are either agreed or assessed.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act* or otherwise provided in the agreement between the mortgagor and mortgagee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release and settlement is intended to cover and does cover not only all now known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this that this release and settlement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

IT IS UNDERSTOOD AND AGREED **Suncor Energy Inc.** will maintain the confidentiality of this Release or the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release of settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except legal costs and disbursement, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release **Suncor Energy Inc.** has received legal advice regarding this release.

Suncor Energy Inc. confirms that it was the sole Owner of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **Suncor Energy Inc.** hereby authorizes and directs the releasee to pay the said consideration as follows:

(a) payment in the amount of **\$146,000.00** payable to **Suncor Energy Inc.**, in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

IN WITNESS WHEREOF I have hereunto set my hand and seal this day of June, 2021.

SUNCOR ENERGY INC.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We Have Authority to Bind the Corporation

Appendix A - Source of Financing

Appendix "A" Confidential

#21119

July 26, 2021
(Settlement Agreement)

Chair and Members
Corporate Services Committee

RE: Settlement Agreement - 1679 Richmond Street
Fanshawe Park Road and Richmond Street Intersection Improvements Project
(Subledger LD190050)
Capital Project TS1134 - Intersection - Richmond Street And Fanshawe Park Road
Suncor Energy Inc.

Finance Supports Report on the Sources of Financing:

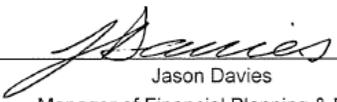
Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,200,000	823,665	0	376,335
Land Acquisition	4,500,000	402,888	169,907	3,927,205
Construction	4,000,941	941	0	4,000,000
Utilities	1,500,000	0	0	1,500,000
City Related Expenses	49,059	5,624	0	43,435
Total Expenditures	\$11,250,000	\$1,233,118	\$169,907	\$9,846,975
Sources of Financing				
Debenture	1,307,500	143,316	19,747	1,144,437
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,942,500	1,089,803	150,160	8,702,537
Total Financing	\$11,250,000	\$1,233,118	\$169,907	\$9,846,975

Financial Note:

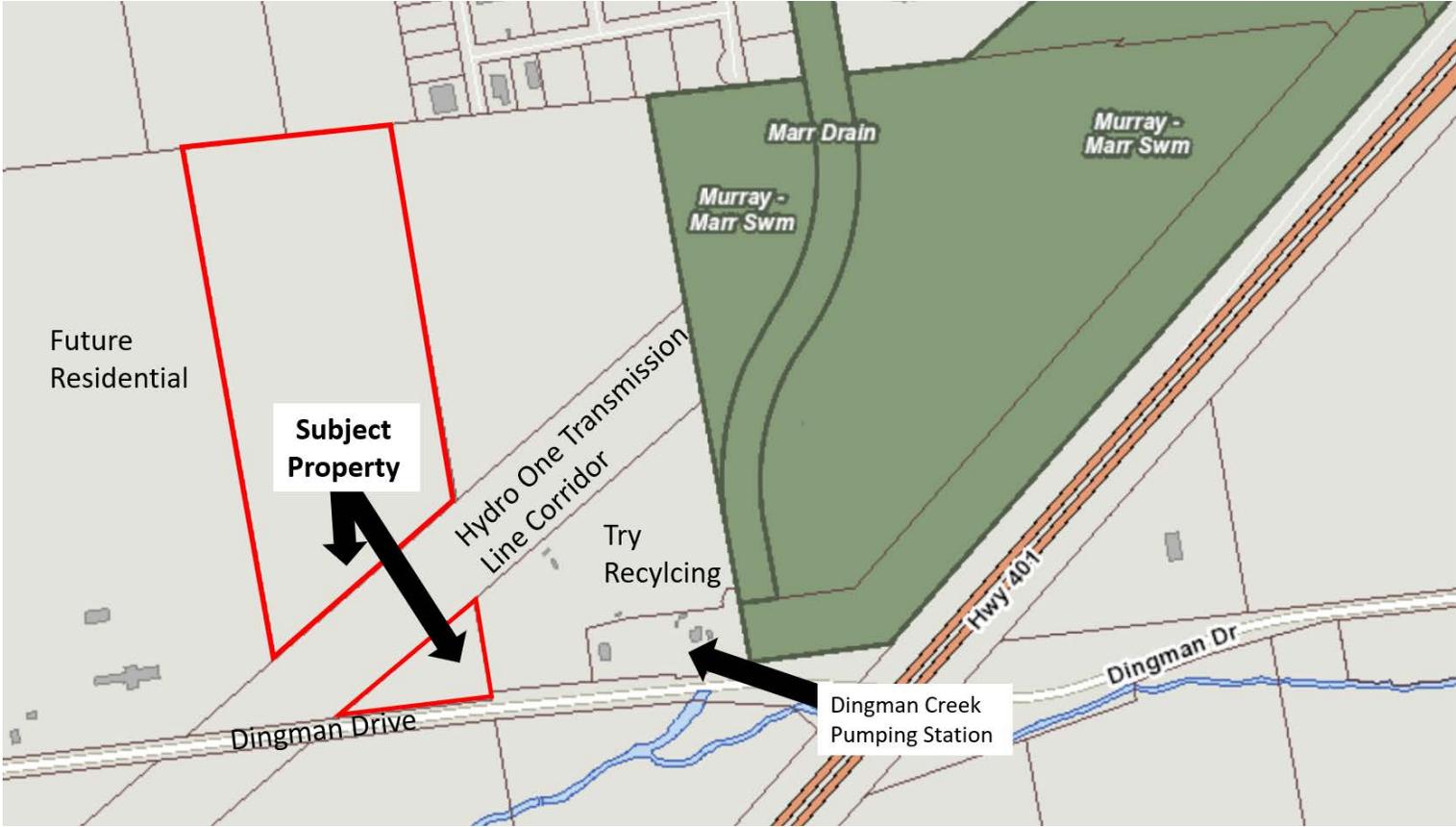
Purchase Cost	\$126,000
Add: Legal Fees etc.	40,000
Add: Land Transfer Tax	985
Add: HST @13%	21,580
Less: HST Rebate	-18,658
Total Purchase Cost	\$169,907

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager of Financial Planning & Policy

HB

Appendix B – Location Map & Aerial Map



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: COX, JULIA; COX, JOHN; MORTON, SARAH; MORTON, GREGORY; HAZELWOOD, RITA; HAZELWOOD, SIMON; SEFCSIK, ZSOFIA

REAL PROPERTY:

Address: 19 Dingman Drive, London Ontario

Location: North of Dingman Drive

Measurements: IRREGULAR- AREA of 33.55 +/- ACRES

Legal Description:

Part South 1/2 Lot 19, Concession 3 as in 496032; LONDON/WESTMINISTER, being all of PIN 08204-0131 (LT) and all of PIN 08204-0132 (LT), located in the City of London, County of Middlesex, Province of Ontario, as shown in sketch attached as Schedule "A"

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 One Million Seven Hundred and Fifty Thousand Dollars CDN (\$1,750,000.00) payable as follows:
 - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) 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 certified 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 **August 13th 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 **November 24th 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 **December 16th 2021**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **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.
10. **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.
11. **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.
12. **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 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

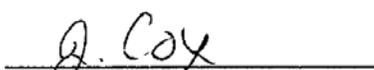
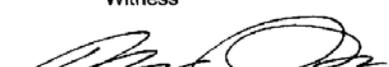
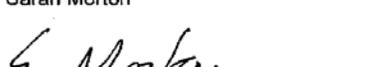
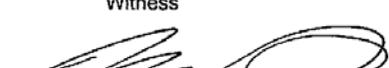
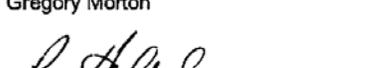
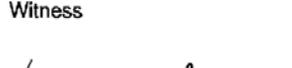
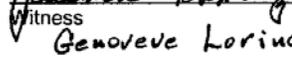
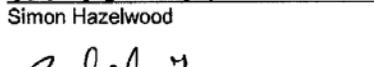
Appendix C Cont'd– Agreement of Purchase and Sale

deemed to have accepted Vendor's title to the Property .

13. **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.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **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.
16. **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.
17. **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.
18. **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.
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.

Appendix C Cont'd – Agreement of Purchase and Sale

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

 Witness <u>Marsha Driscoll</u>	 <u>J. Cox</u> Julia Cox	<u>July 12, 2021</u> Date
 Witness	 <u>John Cox</u> John Cox	<u>July 12, 2021</u> Date
 Witness	 <u>Sarah Morton</u> Sarah Morton	<u>July 12, 2021</u> Date
 Witness	 <u>G. Morton</u> Gregory Morton	<u>July 12, 2021</u> Date
 Witness	 <u>R. Hazelwood</u> Rita Hazelwood	<u>July 12, 2021</u> Date
 Witness <u>Genoveve Lorinez</u>	 <u>S. Hazelwood</u> Simon Hazelwood	<u>July 12, 2021</u> Date
 Witness <u>Genoveve Lorinez</u>	 <u>Zsófia Sefcsik</u> Zsófia Sefcsik	<u>July 12, 2021</u> Date

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.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: Susan A. Carlyle, 519-432-0632 ext. 222 Fax: 519-432-0634

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

SCHEDULE "A"
"THE LAND"



Subject to Final Survey

SCHEDULE “B”

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS & ASSESSMENT:** The Purchaser shall have until **4:30pm EST on November 30, 2021** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, wetland assessment, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on November 30, 2021** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT & SERVICING REVIEW AND HYDRO ONE NETWORKS INC. APPROVAL:** The Purchaser shall have until **4:30pm EST on November 30, 2021** to satisfy itself in its sole and unfettered discretion that the storm water management plan and servicing review and the acreage available to the Purchaser is suitable for its intended development of the property including any necessary approvals required from Hydro One Networks Inc. for a new road crossing along the Hydro One Transmission Corridor.

If the results of storm water management and servicing review and obtaining approvals from the Hydro One Networks Inc. for a new road are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

SCHEDULE "B" Cont'd

5. **FEASIBILITY & APPROVAL WITH UPPER THAMES RIVER CONSERVATION AUTHORITY (UTRCA):** This offer is conditional upon the Purchaser until 4:30 pm EST on November 30, 2021, at the Purchaser's expense, determining the feasibility and securing necessary approvals with the Upper Thames River Conservation Authority of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion.

If the results of either the feasibility analysis or attempts to secure necessary approvals with the Upper Thames River Conservation Authority are not satisfactory to and/or achieved by the Purchaser, it shall, within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#21125
July 26, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 19 Dingman Drive
Parks Planning & Operations
(Subledger LD210070)
New Capital Project PK273521 - 2021 Misc Parkland Acquisition
Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, Zsafia Sefcsik

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Budget but can be accommodated with additional drawdowns from the Land Acquisition and Parkland Reserve Funds, and that, subject to the approval of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	This Submission
Land Acquisition	0	2,044,179	2,044,179
Total Expenditures	\$0	\$2,044,179	\$2,044,179
Sources of Financing			
Drawdown from Land Acquisition Reserve Fund (Note 2)	0	265,743	265,743
Drawdown from Parkland Reserve Fund (Note 3)	0	1,778,436	1,778,436
Total Financing	\$0	\$2,044,179	\$2,044,179

Financial Note:

Purchase Cost	\$1,750,000
Add: Legal Fees etc.	227,893
Add: Land Transfer Tax	31,475
Add: HST @13%	257,126
Less: HST Rebate	-222,315
Total Purchase Cost	\$2,044,179

Note 1: The additional funding requirement is available as drawdowns from the Land Acquisition and Parkland Reserve Funds. The uncommitted balance of the Land Acquisition Reserve Fund will be approximately \$12.5M and the uncommitted balance of the Parkland Reserve Fund will be approximately \$2.2M with the inclusion of this purchase.

Note 2: In accordance with the Capital Asset Renewal and Replacement Reserve Fund Rationalization Report, Corporate Services Committee, September 8, 2020, the Woodland Acquisition and Management Reserve Fund was repurposed into the Urban Forestry Renewal Reserve Fund focused on the lifecycle renewal activities of the City's Forestry assets. Thus, Woodland land acquisitions will be funded from the Land Acquisition Reserve Fund in the future.

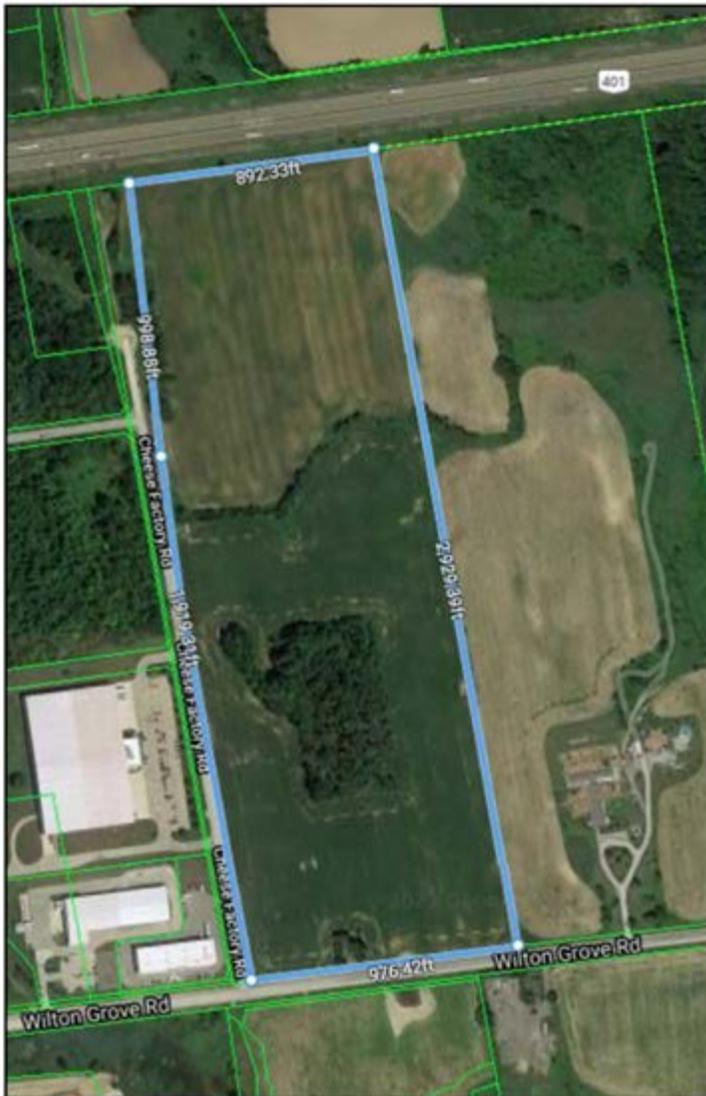
Note 3: There is no annual budget allocated to the miscellaneous parkland acquisition project due to the unknown timing and varying amounts of the acquisitions. The Parkland Reserve Fund is monitored to ensure adequate funding is available when needs arise.



Kyle Murray
Director, Financial Planning and Business Support

lp

Appendix C – Location Map and Aerial



Aerial of Subject Property

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: AUZINS, KAREN; AUZINS, ERIC

REAL PROPERTY:

Address: 1710 WILTON GROVE ROAD

Location: SOUTH OF BRADLEY AVENUE

Measurements: IRREGULAR- AREA OF APPROX. 64 +/- ACRES

Legal Description:

PART LOT 12 CONCESSION 2; DESIGNATED AS PART 1 ON PLAN 33R9191 FORMERLY IN TOWN OF WESTMINSTER NOW IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING ALL OF PIN 08199-0006 together as highlighted in red and shown in 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 Four Million One Hundred and Sixty Thousand Dollars CDN (\$4,160,000.00) payable as follows:
 - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) cash or cheque on the date hereof payable to the Vendor's solicitor, in trust; 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 **September 17th 2021** after which date, if not accepted by Council, 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 **January 14th 2022** (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 **January 28th 2022**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **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.
10. **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.
11. **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.
12. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, except as provided in this Agreement. 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

Appendix B – Agreement of Purchase and Sale Cont'd

end and any deposit paid shall be returned without interest or deduction and the 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.

13. **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.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **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.
16. **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.
17. **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.
18. **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.
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.



Appendix B – Agreement of Purchase and Sale Cont'd

We the undersigned Vendors agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

Maria Cornell
Witness

[Signature]
Eric Auzins

1 JULY 2021
Date

[Signature]
Witness

[Signature]
Karen Auzins

1 July 2021
Date

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.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: JAMES D. FERGUSON, PARTNER, FERGUSON PATTERSON
PROFESSIONAL CORPORATION, P. 514-963-0162 EXT. 2,
F 514, 963, 0159
PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2500 Ext. 5018 Fax: 519-661-5530

[Signature]

SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:30pm EST on January 14th 2022** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, tree inventory, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, tree inventory, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on January 14th 2022** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property shown in Schedule "A". The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT REVIEW AND MINISTRY OF TRANSPORTATION & UPPER THAMES RIVER CONSERVATION AUTHORITY APPROVAL:** The Purchaser shall until **4:30pm EST on January 14th 2022** to satisfy itself in its sole and unfettered discretion with the storm water management plan and existing drain to assess the acreage available to the Purchaser for its intended development of the property including any necessary approvals required from the Ministry of Transportation and Upper Thames River Conservation Authority.

If the results of storm water management and existing drain review & obtaining approvals from the Ministry of Transportation and Upper Thames River Conservation Authority are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY:** The Purchaser shall have until **4:30pm EST on January 14th 2022** to obtain, at its expense, the appropriate amendments to the Official Plan (London Plan) and the Zoning By-Law necessary for the Purchaser to develop and use the Property for industrial use. Both the Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal) (the "OLT"), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the OLT's final decision and Order regarding all such appeals within its jurisdiction. If the results of the Official Plan (London Plan) and Zoning By-law applications are not satisfactory to the Purchaser or the OLT modifies or amends the Official Plan Amendment or the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion, the Purchaser shall within the time limited herein or within ten (10) business days of the OLT decision and Order, if applicable,



Appendix B – Agreement of Purchase and Sale Cont'd

deliver written notice to the effect to the Vendor and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. Failing delivery of written notice within the applicable time periods, this condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

5. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of Twenty Thousand Dollars CDN (\$20,000) is refundable to the Purchaser, without deduction, should this transaction fail to close on or prior to **January 28th 2022**.
6. **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 Five Hundred Dollars (\$2,500.00) CDN (excluding tax). The Purchaser further agrees to reimburse the Vendor's reasonable incurred appraisal fee as part of this transaction which shall be up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) CDN (excluding tax).
7. **STATEMENT OF ADJUSTMENTS:** The Vendors 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 Vendors may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing 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 Closing 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

#21124
July 26, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 1710 Wilton Grove Road, London
(Subledger LD210069)
Capital Project ID1145 - Future Industrial Land Acquisition
Karen Auzins and Eric Auzins

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available in the Capital Budget by transferring funds from a related project, and that, subject to the approval of the Deputy City Manager, Finance Supports on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To This Date	This Submission	Balance for Future Work
Land Acquisition	36,056,245	6,209,014	42,265,259	35,667,681	4,424,929	2,172,649
City Related Expenses	32,036	0	32,036	32,036	0	0
Total Expenditures	\$36,088,281	\$6,209,014	\$42,297,295	\$35,699,717	\$4,424,929	\$2,172,649

Sources of Financing

Capital Levy	1,100,000	0	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	0	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund - transfer from ID1150 - ILDS Internal Servicing (Note 1)	9,588,281	6,209,014	15,797,295	9,199,717	4,424,929	2,172,649
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	0	15,200,000	15,200,000	0	0
Total Financing	\$36,088,281	\$6,209,014	\$42,297,295	\$35,699,717	\$4,424,929	\$2,172,649

Financial Note:

Purchase Cost	\$4,160,000
Add: Legal Fees etc.	110,100
Add: Land Transfer Tax	79,675
Add: HST @13%	555,113
Less: HST Rebate	<u>-479,959</u>
Total Purchase Cost	<u>\$4,424,929</u>

Note 1: A review of the Industrial Land Capital Plan identified \$6.2 million of available funding not imminently required in capital project ID1150 (ILDS Internal Servicing). The entire amount of funding identified will be transferred to ID1145 (Future Industrial Land Acquisitions) to offset the cost of this acquisition as well as future industrial land purchases. This leaves an uncommitted balance of approximately \$8.6M in ID1150 for future servicing. The Industrial Land Reserve Fund has an uncommitted balance of \$9.7 million available to support future land acquisitions and their servicing requirements.



Kyle Murray
Director, Financial Planning and Business Support

lp

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: DREWLO HOLDINGS INC.

VENDOR: THE CORPORATION OF THE CITY OF LONDON

REAL PROPERTY:

Location EAST SIDE OF PURSER STREET

Measurements approximately 10.361 metres X 32.5 metres

Legal Description: Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 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 ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS CDN (\$125,000.00) payable as follows:
 - a) the balance of the sale price, subject to adjustments, in cash or by certified 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 Purchaser until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 17th 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 **November 30th 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 **December 10th 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, except as otherwise provided in this Agreement. 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 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

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Appendix B – Agreement of Purchase and Sale Cont'd

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.

IN WITNESS WHEREOF THE PURCHASER HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS
this 12th day of JULY, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Per: 
Name: ALLAN DREWLO
Title: PRESIDENT

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 ext 7304 / Fax 519-672-2674

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

Appendix B – Agreement of Purchase and Sale Cont'd

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

THE CORPORATION OF THE CITY OF LONDON

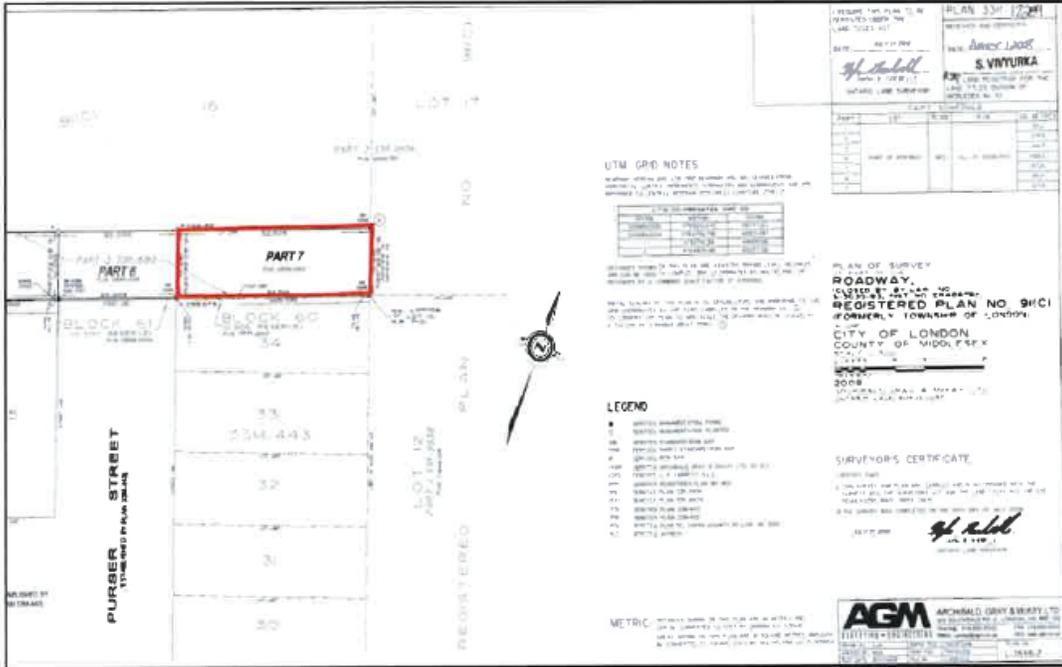
Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Agreement of Purchase and Sale Cont'd

**SCHEDULE "A"
THE LANDS**

Part 7 in Plan 33R-17289



SCHEDULE "B"
ADDITIONAL CONDITIONS

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on November 30th 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and any deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **LAND TITLE REGISTRY CONVERSION:** The Purchaser shall have until **4:00PM on November 30th 2021** to take any and all steps required to convert the portion of the Property designated as Part 7 on 33R-17289 from Land Title Conversion Qualified to Land Titles Absolute Plus (the "Absolute Title Conversion"). The Vendor hereby agrees and provides consent for the Purchaser to make all necessary applications and send out notices to all adjoining owners on behalf of the City to convert the lands to Land Titles Absolute Plus. All costs and responsibility for the Absolute Title Conversion shall be sole responsibility of the Purchaser.

If the Purchaser is unable to secure the Absolute Title Conversion, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **"AS-IS, WHERE-IS":** The Purchaser acknowledges that the Vendor makes no representations and/or warranties with respect to the state of the Property and Purchaser agree to accept the property in an "as-in where-is" condition. As part of the Purchaser's own due diligence, the Purchaser shall satisfy itself at its sole risk and cost as the total developable area available on the Property.

Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertaking performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.



London
CANADA

MEMO

To: Mayor and Members of Municipal Council

From: **Lynne Livingstone**
City Manager

Date: September 10, 2021

Re: **Vaccination Administrative Policy**

Members of Council,

With the Provincial announcement that proof of vaccination will be required in several higher risk indoor settings, and the local guidance provided by the Chief Medical Officer of Health strongly encouraging workplaces to implement mandatory workplace COVID-19 vaccination policies with similar requirements, Civic Administration has revised this policy accordingly. The attached policy, entitled 'Mandatory Proof of COVID-19 Vaccination Administrative Policy', replaces the policy that was tabled as Appendix A with the report entitled Proof of COVID-19 Vaccination Administrative Policy at the August 30, 2021 Corporate Services Committee meeting.

Thank you,

Lynne Livingstone
City Manager



Mandatory Proof of COVID-19 Vaccination Administrative Policy

1. Scope and Purpose

The purpose of the Mandatory Proof of COVID-19 Vaccination Administrative Policy (the “policy”) is to reduce the risk of COVID-19 in the workplace and to provide a safe environment for employees and the public to access and use City facilities. COVID-19 is a highly contagious virus that spreads through respiratory droplets and aerosols. The Delta Variant of Concern currently circulating in London is associated with a higher rate of transmission and increased severity. The City of London, as an employer, has an obligation under the *Occupational Health and Safety Act*, 1990 to take every precaution reasonable in the circumstances for the protection of its workers.

Vaccination, in combination with health and safety precautions, have been identified by public health as the single most effective means of reducing the transmission of COVID-19 in the workplace and in our community. Individuals who are unvaccinated are at higher risk of contracting and transmitting COVID-19 in our workplace and in the community. The Province of Ontario announced that beginning September 22, 2021, proof of COVID-19 vaccination will be required to access certain public settings and facilities. As well, the Middlesex-London Health Unit is recommending that all employers and business operators in the region implement a mandatory COVID-19 vaccination policy in order to ensure two-dose vaccination for anyone eligible in their workplace, business or facility.

In addition to the current health and safety precautions (personal protective equipment, physical distancing, frequent hand washing and hand sanitizing, frequent cleaning of high touch areas, COVID-19 screening, etc.), which will be maintained and revised in accordance with public health guidance, the City of London requires all active employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in City facilities and/or buildings, volunteers, interns, and students on placements to:

- Provide proof of full vaccination against COVID-19; or
- Provide a written attestation of a medical reason(s) or Ontario Human Rights Code reason(s) for not being fully vaccinated against COVID-19.

The policy is indefinite in nature to address the risks and impacts of the COVID-19 pandemic, noting the duration of the pandemic is unknown. The policy will be reviewed on a regular basis and amended as required as new information, data, and public health guidance regarding the COVID-19 pandemic evolves.

2. Legislative Framework

Occupational Health and Safety Act, R.S.O. 1990, c.0.1

Human Rights Code, R.S.O. 1990 c. H. 19 (“Ontario Human Rights Code”)

Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c. M.56 (“MFIPPA”)

3. Applicability

This policy applies to:

- City of London employees;

- Staff of contractors and consultants acting on behalf of the Corporation and performing work in City facilities, buildings;
- Volunteers; and
- Interns and students on placements.

For employees, student placements and volunteers working at Dearness Home, mandatory proof of vaccination is required, subject to proof of a medical reason(s) or requirement for Ontario Human Rights Code accommodation. Employees at Dearness Home are required to comply with the COVID-19 Immunization Policy, which includes further requirements mandated by the Minister of Long Term Care, Chief Medical Officer of Health, the Province of Ontario or other regulatory or legislative authority.

4. Definitions

‘Attestation of a medical reason(s) or Ontario Human Rights Code reason(s)’ means a written statement that sets out that the person cannot be vaccinated against COVID-19.

‘Fully vaccinated’ means having received the full series of a COVID-19 vaccine or a combination of COVID-19 vaccines approved by Health Canada or the World Health Organization; and having received the final dose of the COVID-19 vaccine at least 14 days ago.

‘Proof of full vaccination against COVID-19’ means the COVID-19 vaccination receipt issued by the Ontario Ministry of Health confirming the person is fully vaccinated.

‘Vaccinated’ means to be “fully vaccinated”.

‘Active duties’ means performing work for the City of London.

5. The Policy

5.1 All persons to whom the policy applies shall comply with one of the following:

- Provide proof of full vaccination against COVID-19 by September 29, 2021; or
- Provide a written attestation of a medical reason(s) or Ontario Human Rights Code reason(s) for not being vaccinated against COVID-19 by September 29, 2021, or
- Where a person has not received any dose of the COVID-19 vaccine or has received one dose and has not yet received their second dose, the person shall receive their first dose of the COVID-19 vaccination series by September 29, 2021 and provide proof of full vaccination against COVID-19 by November 1, 2021.

5.2 Regardless of vaccination status, all active employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in City facilities and/or buildings, volunteers, interns, and students on placements shall:

- Complete daily active screening for COVID-19 symptoms;
- Be tested for COVID-19 where persons fail active screening (provincial COVID-19 self-assessment or City of London COVID-19 self-assessment) and be restricted from entering the workplace; and
- Provide verification in a manner that enables the City of London to confirm their ability to return to work prior to attending the workplace in accordance with City of London COVID-19 Procedures and Guidelines.

5.3 Inactive employees who are on a leave of absence are not required to comply with

s. 5.1 so long as they remain on a leave of absence. Employees must comply with this policy prior to returning to work.

5.4 Active employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in City facilities and/or buildings, volunteers, interns and students on placements are required to comply with this policy. A finding of non-compliance by an employee will result in immediate removal from active duties. The employee will be subject to corrective and/or disciplinary action that may include education or training; warning; suspension or leave without pay; or termination of employment.

5.5 Any employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in City facilities and/or buildings, volunteers, interns and students on placement hired following September 29, 2021, must comply with this policy prior to the first day they begin work.

5.6 All employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in City facilities and/or buildings, volunteers, interns and students on placements must continue to adhere to all policies, procedures and directions related to COVID-19. These include, but are not limited to, personal protective equipment, physical distancing of at least two (2) metres where possible, frequent hand washing and hand sanitizing, frequent cleaning of high touch areas, active COVID-19 screening.

6. Collection of Information and Privacy Considerations

All information gathered as part of the Mandatory Proof of COVID-19 Vaccination Administrative Policy will be handled by a dedicated team for the purposes outlined in the policy.

All information, including personal health information, will be treated in compliance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).

7. Accommodations

Employees requiring any Ontario Human Rights Code accommodations under this policy may request accommodations by advising their manager and/or People Services' Return to Work and Attendance Support Services. The City of London is committed to fulfilling its obligations under the Ontario Human Rights Code.

8. Policy Implementation

Implementation of this policy will be in accordance with applicable Council and/or Corporation by-laws, policies and procedures, legislation, and collective agreement provisions.

Details regarding the implementation of this policy are outlined in the Mandatory Proof of COVID-19 Vaccination Administrative Procedure.

RE: Council Proof of Vaccination Policy

Sept 8, 2021

Dear Colleagues,

The effect of our vaccine policies is to outlaw natural immunity in favour of a drug dependency. Therefore, I am asking council members vote down the recommendation of the CSC committee, receive the communication from Deputy Mayor Morgan, and wait for the health unit or higher levels of government to institute and take accountability for this policy.

Mandates and proof of vaccination policies would seem to have two basic sections:

- 1: The constitutional and privacy violations people will be asked to submit to.
- 2: The retaliations that will take place if they do not submit.

Although councillors may not be experts in the medical field, every councillor should be able to recognize when a constitutional violation is being contemplated.

Mandates are based on the increasingly questionable theory that people relying on natural immunity will transmit coronavirus strains at such a significantly higher rate (than those vaccinated) that they are a danger to everyone.

If the chief medical officer of health and province do not believe that the difference in transmissivity is dire enough for them to mandate these constitutional / privacy violations and take accountability for them, then council has no business doing so.

After all, when did council gain the authority to request private medical records and demand medical treatments? When did council gain the authority to determine which medical expert a person must take advice from and not allow them a second opinion? How does the mere recommendation of a local health official grant these powers to a council?

I believe Ontario is moving in the direction of medical totalitarianism. As a person dedicated to the principles of freedom, I cannot participate in any way and don't believe that we must. Our legal counsel has said we are not obliged to take the advice offered to us. I see these mandates as an unwarranted abuse of power, that we will be held accountable for. Let those who actually have to power to create mandates do so.

Sincerely,

Michael van Holst
Councillor Ward 1

From: van Holst, Michael <mvanholst@london.ca>
Sent: Monday, September 13, 2021 8:59 AM
To: Schulthess, Michael <mschulth@London.ca>; Westlake-Power, Barb <bwestlak@london.ca>
Subject: Added agenda motion re: Vaccine Policies

RE: Vaccine Policies

September 13, 2021

Dear Colleagues,

“The Canadian Charter of Rights and Freedoms guarantees the rights and freedoms set out in it subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society.”

We should expect vaccine policies to be challenged as unconstitutional and should make sure that the justifications have been adequately demonstrated before we implement them on our own initiative.

Although there are certainly ways to deal with a pandemic that would be compatible with a free and democratic society, there are strong questions as to whether the recommendations being made to us now are compatible. When has it been demonstrated, in writing, that this approach is justified in a free and democratic society?

Furthermore, the approach of mandating these specific vaccines even outside a free and democratic society needs to be justified. Our chief medical officer of health should be providing us a written report on why employees and councillors should be required to show proof that they have received a vaccine that does not prevent contraction, morbidity, or transmission, a vaccine that has not been through a complete approval process, a vaccine for which new adverse side effects are still being discovered, a vaccine for which a national vaccine injury compensation program had to be implemented, a vaccine that is not producing resistance equivalent to natural immunity.

I will move that vaccine policies should be referred to a meeting where these justifications have been demonstrated in report form and can be evaluated.

Yours,

Michael van Holst

From: Tyler Smith
Sent: Monday, August 30, 2021 12:47 PM
To: CWC <cwc@london.ca>
Subject: [EXTERNAL] Abandon the plan to widen Wonderland Rd

Dear Committee Members,

I am writing to you to express my support for the city engineers' recommendation to suspend the environmental assessment study about widening Wonderland Road to six lanes.

Although intuitive, numerous studies have shown that widening roads increase traffic and not alleviate it. With all due respect, Councilor Van Meerbergen is categorically incorrect to say that this project will have any beneficial effect on reducing traffic or mitigating the effects of pollution and climate change. Every single similar project that has been studied in North America has been found to only temporarily reduce the traffic problem in the short term but by way of induced traffic demand, it actually makes the traffic far worse than it was before after approximately 3 years.

We need a real solution that allows people to get to where they are going and reduces commuting times. Widening Wonderland road accomplishes none of these goals and it will make the problem worse. Wonderland Road is not "crying out" for expansion. People in the city of London are crying out for a viable, evidence based solution to our traffic problems and not a band aid like this project which will fail in the long run.

Yours very truly,

Tyler Smith

From: Skylar Franke

Sent: Monday, August 30, 2021 3:50 PM

To: Helmer, Jesse <jhelmer@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Turner, Stephen <sturner@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; City of London, Mayor <mayor@london.ca>; CWC <cwc@london.ca>

Subject: [EXTERNAL] RE: Outcome of Climate Lens Screening Applied to Major Transportation Projects

Hello Civic Works Committee members,

I'm emailing today to share the London Environmental Network's support of the staff recommendations for the suspension of the Wonderland Road and Adelaide North road widenings, which will be on the agenda tomorrow at Civic Works committee.

As you all know, London's number one source of emissions is from personal vehicles. As you're also likely aware, **widening roads does not reduce the number of cars on the road** but actually creates a problem called induced demand which **increases the number of cars on roads**. To reduce emissions from cars, Londoners need more active transit options like protected and connected bike lanes, shaded walking paths and sidewalks and a frequent bus system.

We encourage you to support the staff recommendation in suspending Wonderland Road and Adelaide North road widening projects, as well as the recommendations to look at multi-modal options on all transportation projects. **This recommendation will reduce emissions and potentially offer more equitable transit options for Londoners who cannot afford a car** (if active transportation options are invested in).

Many thanks for your service to the community,

Skylar Franke (she/her)

Executive Director, London Environmental Network



HELPING LONDONERS **RIDE MORE**

September 9, 2021

Dear City Council,

London Cycle Link is a member-supported, not-for-profit organization, dedicated to helping Londoners ride bikes more. Through education, advocacy and community-building we envision a healthy, vibrant London where cycling is safe and convenient for everyone.

London Cycle Link supports the advice of City staff in recommending the suspension of both the Discover Wonderland Environmental Assessment and the widening of Adelaide Street North.

Staff's recommendation is a direct result of Council's previous declaration of a **climate emergency** and request for civic administration to report back on tangible actions that the municipality can undertake to reduce the city's harmful impact on the environment.

Let us remember that in 2018, the Intergovernmental Panel on Climate Change (IPCC) reported that "to keep the rise in global temperatures below 1.5C this century, emissions of carbon dioxide would have to be cut by 45% by 2030" ([BBC News, 2019](#)).

The widening of Wonderland Road is scheduled to take 12 years to complete. In 2018, the IPCC gave the world 12 years to drastically reduce emissions. The climate emergency is not a partisan issue. It is a catastrophic disruption of the natural world. Let's pause for a minute, and consider our priorities.

But if that's not enough, **research** shows that while widening jammed roads may increase traffic flow in the short-term, over the long-term the trend generally reverses due to induced demand ([Bloomberg, 2018](#)).

Financially, according to the City of London's CEAP mid-term review (2014-2018), supporting cars means money leaving the economy. According to the report, we spend \$480 million on gasoline, only 7% stays in London. Let's rather support fewer cars and more active transportation options.

London Cycle Link
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London, ON N5W 5P6

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HELPING LONDONERS **RIDE MORE**

It was pointed out at the civic works committee meeting (Aug.31) that wider roads require longer lights so that pedestrians have time to safely cross. It was noted that the idling of cars, while waiting for pedestrians to cross, was also likely to reduce potential efficiencies.

It would be more prudent to address **specific concerns** on these roads, rather than widening the roads in their entirety. At the last civic works committee meeting, Councillor Lehman expressed concerns over traffic congestion at specific intersections, and was assured that isolated issues (e.g. the intersection of Beaverbrook and Wonderland) could be resolved independently.

In our view, work in these areas would be better focused on improving active transportation infrastructure, such as: repaving existing bike lanes and installing new protective safety measures; repairing existing sidewalks nearing the end of their lifecycle; and planting new trees which in time would provide greater shade cover to active transportation users.

For the reasons mentioned, London Cycle Link asks that Council approve the recommendation from Civic Works to suspend the Discover Wonderland Environmental Assessment that considers a six-lane widening of the Wonderland Road corridor; and, suspend the corridor widening component of the Adelaide Street North Environmental Assessment between Fanshawe Park Road and Sunningdale Road.

Kind regards,

Molly Miksa
Executive Director, London Cycle Link

Planning and Environment Committee

Report

12th Meeting of the Planning and Environment Committee
August 30, 2021

PRESENT: Councillors P. Squire (Chair), S. Lewis, S. Lehman, A. Hopkins, S. Hillier, J. Morgan, Acting Mayor

ABSENT: Mayor E. Holder

ALSO PRESENT: PRESENT: Councillor M. Cassidy; H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillor J. Helmer; J. Adema, G. Barrett, S. Corman, I. de Ceuster, K. Dawtrey, M. Fabro, S. Grady, P. Kokkoros, G. Kotsifas, H. McNeely, B. O'Hagan, M. Morris, B. Page, M. Schulthess, B. Somers, J. Stanford, B. Westlake-Power and S. Wise

The meeting was called to order at 4:10 PM, with Councillor P. Squire in the Chair, Councillors S. Lehman and 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. Lewis

Seconded by: A. Hopkins

That Items 2.1, 2.3 to 2.7, inclusive, BE APPROVED.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

2.1 6th Report of the Advisory Committee on the Environment

Moved by: S. Lewis

Seconded by: A. Hopkins

That the 6th Report of the Advisory Committee on the Environment, from its meeting held on August 4, 2021, BE RECEIVED.

Motion Passed

2.3 Strategic Plan Variance Report

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and

Economic Development, the staff report dated August 30, 2021 entitled "Strategic Plan Variance Report" BE RECEIVED for information. (2021-C08)

Motion Passed

2.4 1196 Sunningdale Road West - Removal of Holding Provisions

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Landea Developments Inc., relating to the property located at 1196 Sunningdale Road West, the proposed by-law appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 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 (h-h*-100*R1-4/R1-3(8)) Zone, TO a Residential R1 (R1-4/R1-3(8)) Zone to remove the "h" and "h-100" holding provisions. (2021-D09)

Motion Passed

2.5 1284 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-04510)

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Auburn Developments Inc., relating to the property located at 1284 Sunningdale Road West, the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-04510, SUBJECT TO the revised conditions contained in the staff report dated August 30, 2021 as Schedule "A" 39T-04510. (2021-D09)

Motion Passed

2.6 3557 Colonel Talbot Road - Removal of Holding Provisions

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by 1423197 Ontario Inc. (Royal Premier Homes), relating to the property located at 3557 Colonel Talbot Road, the proposed by-law appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5 Special Provision (h-5*R5-6(14)) Zone TO a Residential R5 Special Provision (R5-6(14)) Zone to remove the "h-5" holding provision. (2021-D09)

Motion Passed

2.7 Building Division Monthly Report for May 2021

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

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

Motion Passed

2.2 Draft Masonville Secondary Plan

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

That, the following actions be taken with respect to the draft Masonville Secondary Plan:

- a) the draft Masonville Secondary Plan BE REVISED as follows:
 - i) any future redevelopment of 109 Fanshawe park Road should provide enhanced buffering, screening and landscaping along the western boundary of the site at Fawn Court; and,
 - ii) the pedestrian/cycling connection proposed at the eastern boundary of the Masonville Area Secondary Plan area to Fanshawe Park Road BE REMOVED in its entirety, as it would not lead to any destination place and may create Crime Prevention Through Environmental Design issues; and,
- b) the revised as noted in part a) above, draft Masonville Secondary Plan BE CIRCULATED for further public engagement with the community and stakeholders; it being noted that a public participation meeting will be held on October 18th, 2021 at the Planning and Environment Committee for the consideration of the Masonville Secondary Plan. (2021-D08)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 6th Report of the Environmental and Ecological Planning Advisory Committee

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

That the following actions be taken with respect to the 6th Report of the Environmental and Ecological Planning Advisory Committee (EEPAC), from its meeting held on August 19, 2021:

- a) the following Climate Emergency Action Plan Working Group recommendations BE FORWARDED to the Civic Administration to report back at a future Strategic Priorities and Policy Committee meeting:
 - i) a special advisory committee should be created to actively participate in the Climate Emergency Action Plan development and implementation. The committee should consist of representation from the City's Climate Emergency Action Plan team, representatives from advisory committees including EEPAC, First Nations and politicians.

The committee structure will facilitate continuous, long-term consultation with key stakeholders and involvement of expertise available to the City through its advisory committees;

ii) the impacts of climate change to the Natural Heritage System should be prioritized and considered holistically, not as an add-on to anthropocentric objectives; plans to protect and enhance the Natural Heritage System under climate change conditions should be explicitly included in the Climate Emergency Action Plan;

iii) the Natural Heritage System should be fully harnessed as part of the City's approach to climate change mitigation, such as the sequestration of carbon by existing green spaces including wetlands, prairies, meadows, forests and mature woodlots, etc. (not only via tree plantings), management of stormwater under extreme weather events and vegetative cover to provide evapotranspiration, reduced temperatures and reductions in runoff and flooding;

iv) to recognize the potential utility of the Natural Heritage System for climate change mitigation, we must better understand current baseline conditions. To begin, EEPAC recommends that the City assemble and present existing baseline data to EEPAC to support the quantification of carbon sequestration by the Natural Heritage System, as well as inventory of the amounts and quality of wetlands, woodlots and other natural lands currently remaining within the City of London. Only with baseline data can an effective and successful Climate Emergency Action Plan with specific targets and accountability be achieved. Using this baseline data, the impacts of climate change on the Natural Heritage System should be modeled under various warming scenarios (e.g., using Global Circulation Models). Further, models could be used to predict the extent to which local climate change effects can be mitigated by Natural Heritage features (e.g., quantifying carbon sequestration and stormwater absorption by green spaces);

v) a framework should be developed to systematically monitor the impacts of climate change on the Natural Heritage System over time, with checkpoints to assess whether the City is on track to meet its climate targets and determine if further measures are warranted; and,

vi) the role of EEPAC in the further development and implementation of the Climate Emergency Action Plan should be clarified. EEPAC wishes to remain involved in consulting with and supporting the City on the implications of the Climate Emergency;

b) clauses 1.1, 2.1, 3.1, 5.1 to 5.3, inclusive, BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from S. Levin, Chair, EEPAC, relating to these matters.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

3.2 496 Dundas Street

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, with respect to the application by Amiraco Properties Inc., relating to the

property located at 496 Dundas Street, the proposed by-law appended to the staff report dated August 30, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Office

Residential/Business District Commercial (OR*D250*H46/BDC) Zone TO a Business District Commercial Special Provision (BDC(_)*D530*H57) 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 a 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 to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (PPS) which encourages the following: promoting efficient development and land use patterns; accommodating an appropriate affordable and market-based range and mix of residential types; promoting the vitality and regeneration of settlement areas; supporting transit-supportive development and active transportation; promoting energy efficiency and minimizing negative impacts to air quality and climate change; promoting intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety; and, conserving built heritage resources and cultural heritage landscapes;
- the recommended amendment to Zoning By-law Z.-1 conforms to the Main Street Commercial Corridor policies of the 1989 Official Plan; the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the London Plan, including but not limited to the Key Directions and the Urban Corridor Place Type policies;
- the recommended amendment to Zoning By-law Z.-1 supports the in-force policies of the City Design policies of the London Plan as the project design aligns with the intent of character, streetscape, public space, site layout and building form policies of the Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms with the policy direction and site-specific permissions in the Old East Village Dundas Street Corridor Secondary Plan; and,
- the subject lands are well-suited for the proposed mixed-use development, given its size, location within a commercial corridor, and its proximity to arterial roads, public transit, active transportation routes and community amenities. Overall, the proposed development would support diversification, intensification and the vitality of the Dundas Street corridor. (2021-D09)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

4. Items for Direction

4.1 6th Report of the Trees and Forests Advisory Committee

That the following actions be taken with respect to the 6th Report of the Trees and Forests Advisory Committee from its meeting held on July 28, 2021:

a) the following actions be taken with respect to the Education and Outreach Sub-Committee update:

i) the documents appended to the 6th Report of the Trees and Forests Advisory Committee from the Education and Outreach Sub-Committee BE FORWARDED to the Civic Administration; and,

ii) the above-noted documents BE RECEIVED for information;

b) clauses 1.1, 2.1 and 2.2, inclusive, 4.1 to 4.4, inclusive, BE RECEIVED for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

4.2 8th Report of the London Advisory Committee on Heritage

Moved by: A. Hopkins
Seconded by: J. Morgan, Acting Mayor

That the following actions be taken with respect to the 8th Report of the London Advisory Committee on Heritage, from its meeting held on August 11, 2021:

a) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking retroactive approval for the removal and replacement of the windows on the heritage designated properties at 40 and 42 Askin Street, By-law No. L.S.P.-2740-36 and Wortley Village- Old South Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the installation of the proposed exterior grilles be installed in a manner that replicates the muntins of the former wood windows;
- the installation of the proposed exterior grilles be completed within six months of Municipal Council's decision on this Heritage Alteration Permit; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed

b) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the request for designation of the property located at 46 Bruce Street:

- notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E of the associated staff report; and,
- should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 46 Bruce Street to be of cultural heritage value or interest for the reasons outlined in Appendix E of this report BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal;

c) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking approval for alterations to the heritage designated property located at 228-230 Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the development is consistent with the submitted plans as shown in the drawings included with the Heritage Alteration Permit application;
- the work is completed on the exterior of the addition by end of year 2021; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the London Advisory Committee on Heritage is supportive of the adaptive reuse of the building for residential purposes; and,

d) clauses 1.1, 2.1 and 2.2, inclusive, 3.1, 4.4 and 4.5, inclusive, BE RECEIVED for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lehman

Seconded by: S. Lewis

That the Deputy City Manager, Planning and Economic Development, BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 5:30 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 496 Dundas Street

- Councillor Squire: I know there was a presentation from staff on the Added Agenda so I would just ask staff to proceed. Thank you very much. Is the applicant present?
- Scott Allen, MHBC Planning: Good afternoon Mr. Chair, it's Scott Allen from MHBC Planning.
- Councillor Squire: Go ahead.
- Scott Allen, MHBC Planning: Thank you. We're acting on behalf of the applicant and with me today are several members of our project team who are available to answer any questions. At this time, we would like to express our support for the findings and recommendations of the Development Services report as presented by Mr. de Ceuster, in particular, we agree that the findings of this redevelopment proposal represents appropriate intensification and promotes a compact urban form and that we agree that the intended high rise tower with broadened housing choice can enhance the overall vitality of the Dundas Street corridor. Additionally we agree that the design elements of this plan align with the direction set out in the City's Official Plan and the Dundas Secondary Plan and we also agree that the project should be integrated effectively with the local development context. The findings of the Planning Analysis presented in the staff report also reflects commentary reflected in the MHBC Planning and Design report submitted as part of this application. In closing Mr. Chair, we'd like to thank City staff for their attention to this application with approval of the proposed Zoning By-law Amendment, the applicant intends to proceed with the detailed design phase of the project and progress the proposal through the site plan approval process. Thank you for your consideration and we'll gladly answer any questions the Committee members may have.
- Councillor Squire: Thank you very much. Are there any technical questions for either staff or the applicant? There being none, oh, I'm sorry Councillor Lehman, once again I never look left.
- Councillor Lehman: Thank you Chair. Through you to staff, can staff confirm for me that the first floor will be commercial with this rezoning request?
- Isaac de Ceuster, Planner I: Thank you for the question, through you Mr. Chair. I can confirm that the ground floor will consist of both commercial space and residential units. Thank you.
- Councillor Squire: Nothing further than we will go to public comments. Is there any members of the public? In the Committee Room, great. Go ahead.
- Patrick Rumsey: Yes. Good afternoon. My name is Patrick Rumsey. R U M S E Y. I do live within close proximity of the proposed high rise . I'd like to say at the outset I've never been a tenant of York Developments and I've never done any business with them but I wanted to come today, I have walked past that empty unit for several years now and I noticed the application and I noticed the information in The London Free Press and I'm here to support the development. I think it would be an improvement to our neighbourhood. With concerns to parking, I know the City have spent a great deal of money not only with the buses but also with the bike lanes and I don't think the developer should be held to ten or fifteen years ago when we had all these large parking lots. That's pretty much it. From what I've heard and what I can tell in the neighbourhood, it's supported and they appreciate York Developments

stepping forward and taking it from a vacant facility that has seen some vandalism lately and I hope it proceeds according to plan.

- Councillor Squire: Thank you very much.
- Patrick Rumsey: Appreciate your time.
- Councillor Squire: Appreciate the for your comments.
- Patrick Rumsey: Thank you.
- Councillor Squire: Any other public comments? There appears not to be any. Thank you very much. I just need a motion to close the public participation meeting.

Community and Protective Services Committee

Report

12th Meeting of the Community and Protective Services Committee
August 31, 2021

PRESENT: Councillors J. Helmer (Chair), S. Lewis , M. Salih

ABSENT: A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: J. Bunn and J. Taylor

Remote Attendance: Councillors M. Cassidy and M. van Holst;
G. Belch, C. Cooper, K. Dickins, Deputy Fire Chief R. Hayes, G.
Kotsifas, D. Purdy, M. Schulthess, J. Smit, C. Smith, B. Somers,
S. Tatavarti and B. Westlake-Power

The meeting was called to order at 4:00 PM; it being noted that
Committee Member Councillor M. Salih was in remote
attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Lewis

Seconded by: M. Salih

That Items 2.1 to 2.7 BE APPROVED.

Yeas: (3): J. Helmer, S. Lewis, and M. Salih

Absent: (3): A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (3 to 0)

2.1 Research Into Labour Market Participation Rates in the London Economic Region - Final Report

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report dated August 31, 2021, with respect to the final report on the Research Into Labour Market Participation Rates in the London Economic Region, BE RECEIVED. (L04A)

Motion Passed

2.2 Homeless Prevention COVID-19 Response Extension (Single Source Procurement SS21-29, Council Approved June 22, 2021)

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the Homeless Prevention COVID-19 response Extension (Single Source

Procurement SS21-29, Council Approved June 22, 2021), as per The Corporation of the City of London Procurement Policy Section 14.5 a. ii, requiring Committee and City Council approval for single source procurements greater than \$50,000:

- a) extensions to existing Purchase of Service Agreements BE APPROVED as set out in the Housing Stability Services COVID-19 Response Allocations, as appended to the staff report dated August 31, 2021; it being noted that a combined total funding amount up to \$3,055,000 (excluding taxes) in 2021-2022 to provide COVID-19 Response Housing and Support Services;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,
- c) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into and/or amending Purchase of Service Agreements with Agencies outlined in the above-noted staff report. (2021-S08/S14)

Motion Passed

2.3 Community Safety and Well-Being Plan

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the City of London Community Safety and Well-Being Plan:

- a) the Community Safety and Well-Being Plan, as appended to the staff report dated August 31, 2021, BE ADOPTED in accordance with the Police Services Act, R.S.O. 1990, c. P.15, Section 143 (1);
- b) the above-noted Plan BE SUBMITTED to the Ontario Ministry of the Solicitor General; and,
- c) the remainder of the above-noted report BE RECEIVED. (2021-S08/P15)

Motion Passed

2.4 London Fire Department Emergency Apparatus Procurement

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated August 31, 2021, with respect to the London Fire Department Emergency Apparatus Procurement:

- a) the above-noted staff report BE RECEIVED in accordance with Section 14.2 of the Procurement of Goods and Services Policy;
- b) the funding for this procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report. (2021-F17/V01)

Motion Passed

2.5 London Fire Department Single Source Apparatus Procurement

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated August 31, 2021, with respect to the London Fire Department Single Source Apparatus Procurement:

- a) in accordance with Sections 14.4(d) and (k) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with 12000 Darch Fire of 9-402 Harmony Road, Ayr, Ontario, N0B 1E0 for pricing for a single source contract for one (1) year for the provision of one fire Engine for the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with 12000 Darch Fire to provide one fire Engine to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,
- d) that the funding for this procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report. (2021-F17/V01)

Motion Passed

2.6 Investing in Canada Infrastructure Plan: Community, Culture, and Recreation Stream – Transfer Payment Agreement

Moved by: S. Lewis

Seconded by: M. Salih

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 August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to:

- a) approve the Investing in Canada Infrastructure Plan Transfer Payment Agreement between Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London, as appended to the above-noted by-law;
- 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/R05B)

Motion Passed

2.7 Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to:

- a) approve the Ontario Transfer Payment Amending Agreement, as appended to the above-noted staff report, and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- c) delegate authority to the Deputy City Manager, Planning and Economic Development, or written designate, to authorize and approve such further and other documents, including an Investment Plan, and including agreements that may be required in furtherance of the above-noted Agreement that are consistent with the requirements contained in that Agreement and that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor. (2021-F11/S11)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 4th Report of the London Housing Advisory Committee

Moved by: S. Lewis

Seconded by: M. Salih

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

- a) the following actions be taken with respect to the Notice of Planning Application dated May 12, 2021 from C. Maton, Planner II, related to an Official Plan and Zoning By-law Amendments for the property at 2009 Wharnccliffe Road South:
 - i) the Civic Administration BE REQUESTED to attend the next London Housing Advisory Committee to provide additional information with respect to the above-mentioned application; and,
 - ii) the above-mentioned Notice BE RECEIVED;
- b) the following actions be taken with respect to the staff report dated May 17, 2021, from C. Saunders, City Clerk, related to the Advisory Committee Review – Interim Report VI:
 - i) the Governance Working Group BE ADVISED that the London Housing Advisory Committee (LHAC) endorses the continuation of an advisory committee dedicated to addressing housing and homelessness

issues in the City of London;
ii) the Governance Working Group BE REQUESTED to consider broadening the mandate of LHAC; and,
iii) the above-noted report BE RECEIVED;
it being noted that B. Westlake-Power, Deputy City Clerk provided an overview with respect to this matter; and,

c) clauses 1.1, 2.1, 3.1, 3.2, 3.4, 5.1 and 5.2, BE RECEIVED.

Yeas: (3): J. Helmer, S. Lewis, and M. Salih

Absent: (3): A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (3 to 0)

4.2 London's Opioid Crisis

Moved by: S. Lewis

Seconded by: M. Salih

That it BE NOTED that the following actions be taken with respect to the delegation from C. Ryan and J. Scott with respect to London's Opioid Crisis:

a) the presentation, as appended to the Agenda, and the verbal delegation from C. Ryan and J. Scott, with respect to London's Opioid Crisis, BE RECEIVED; and,

b) the above-noted presentation BE FORWARDED to the Civic Administration for consideration in updating the City of London website. (2021-S08)

Yeas: (3): J. Helmer, S. Lewis, and M. Salih

Absent: (3): A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (3 to 0)

Voting Record:

Moved by: M. Salih

Seconded by: S. Lewis

Motion to approve the delegation request from C. Ryan and J. Scott to be heard at this meeting.

Yeas: (3): J. Helmer, S. Lewis, and M. Salih

Absent: (3): A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (3 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: M. Salih

That the Deferred Matters List for the Community and Protective Services Committee, as at August 4, 2021, BE RECEIVED.

Yeas: (3): J. Helmer, S. Lewis, and M. Salih

Absent: (3): A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (3 to 0)

6. Confidential

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

That the Community and Protective 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 lease 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.

Yeas: (3): J. Helmer, S. Lewis, and M. Salih

Absent: (3): A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (3 to 0)

The Community and Protective Services Committee convened, In Closed Session, from 4:32 PM to 4:43 PM.

7. Adjournment

The meeting adjourned at 4:44 PM.

Corporate Services Committee

Report

14th Meeting of the Corporate Services Committee
August 30, 2021

PRESENT: Councillors M. Cassidy (Chair), M. van Holst, J. Morgan, E. Pelosa

ABSENT: A. Kayabaga, Mayor E. Holder

ALSO PRESENT: J. Taylor, B. Westlake-Power

Remote Attendance: Councillors S. Lewis, J. Helmer, A. Hopkins and S. Hillier; L. Livingstone, B. Card, I. Collins, J. Dann, J. Davison, M. Goldrup, A. Hagan, O. Katolyk, C. McCreery, K. Murray, A. Ostrowski, D. Popadic, C. Saunders, K. Scherr, M. Schulthess, S. Swance, B. Warner, R. Wilcox

The meeting is called to order at 12:01 PM; it being noted that the following Members were in remote attendance: Councillors M. van Holst, J. Morgan and E. Pelosa.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Pelosa

Seconded by: M. van Holst

That Consent items 2.2 to 2.6 BE APPROVED, excluding item 2.4.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelosa

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

2.2 2020 Annual Reporting of Lease Financing Agreements

Moved by: E. Pelosa

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated August 30, 2021 regarding the 2020 Annual Reporting of Lease Financing Agreements BE RECEIVED for information.

Motion Passed

2.3 Various By-law Amendments to Implement Organization Structure Change

Moved by: E. Pelosa

Seconded by: M. van Holst

That, on the recommendation of the City Clerk, the following actions be taken with respect to the various By-law amendments to implement organizational structure changes:

a) the proposed by-laws as appended to the staff report dated August 30, 2021 as Appendices B1 to B41 BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to amend the following By-laws to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes:

By-Law Short Title and Number

1. A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate (C.P.-1560-106)
2. A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties (C.P.-1502-129)
3. A by-law to require an applicant to consult with the municipality prior to making an application under the Planning Act (C.P.-1469-217)
4. Abandoned Refrigerator, Freezer and Container (PW-2)
5. Additional Residential Unit Loan Agreement (C.P.-1561-107)
6. Administrative Monetary Penalty System (AMPS) (A-54)
7. Animal Control (PH-3)
8. Basement Flooding Grant Program (A.-7562-160)
9. Boulevard Tree Protection (CP-22)
10. Business Licensing (L.-131-16)
11. Committee of Adjustment and Consent Authority (CP-23)
12. Complete Application Delegation and Acceptance (C.P.-1470-218)
13. Council Procedure (A-50)
14. Dog Licensing and Control (PH-4)
15. Drainage (WM-4)
16. Execution of Certain Documents (A-1)
17. Heavy Loads on Roads (S-2)
18. Informal Residential Care Facility Licensing (CP-21)
19. Minimum Maintenance Standards for Municipal Highways (A.-7769-461)
20. Municipal Waste and Resource Material Collection (WM-12)
21. Naming of Highways and Numbering of Buildings and Lots (B-1)
22. Parks and Recreation Area (PR-2)
23. Pit Bull Dog Licensing (PH-12)
24. Public Nuisance (PH-18)
25. Public Pound Bylaw (PH-5)
26. Residential Rental Units Licensing (CP-19)
27. Sign (S.-5868-183)
28. Site Alteration (C.P.-1363-381)
29. Site Plan Control (C.P.-1455-541)
30. Smoking Near Recreation Amenities and Entrances (A.-6924-85)
31. Sound (PW-12)
32. Streets (S-1)
33. Subdivision & Condominium Delegation and Approval (CP-17)
34. Swimming Pool Fence (PS-5)
35. Traffic and Parking (PS-113)
36. Tree Protection (C.P.-1555-252)
37. Vehicle for Hire (L-130)
38. Vital Services (PH-6)
39. Waste Discharge (WM-16)
40. Wastewater and Stormwater (WM-28)
41. Water (W-8); and,

b) the proposed by-laws as appended to the staff report dated August 30, 2021 as Appendices C1 to C3 BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to repeal the following By-laws:

1. By-law No. L.-8 being "A By-law to provide for the licensing and

regulation of Methadone Clinics and Methadone Pharmacies in the City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations.

2. By-law No. A-10 being “A By-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes.

3. By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets” as the By-law is no longer required due to technological changes.

Motion Passed

2.5 Strategic Plan Variance Report

Moved by: E. Pelosa

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Enterprise Supports and the City Manager, the staff report dated August 30, 2021 with respect to the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

2.6 Leave of Absence - Federal Election

Moved by: E. Pelosa

Seconded by: M. van Holst

That the communication dated August 13, 2021 from Councillor A. Kayabaga regarding an unpaid leave of absence until September 20, 2021 BE RECEIVED.

Motion Passed

2.1 City of London's Credit Rating

Moved by: J. Morgan

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Finance Supports, the City of London’s Credit Rating Report, providing a summary of Moody’s Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelosa

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

2.4 Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land

Moved by: E. Pelosa

Seconded by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Interim Director, Economic Services and Supports, on the advice of the Director, Realty Services with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the proposed by-law as appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, Cuddy Boulevard Parcels and Trafalgar Industrial Park as follows:

Innovation Park (Phases 1 to 4), Skyway Industrial Park, River Road Industrial Park, and Huron Industrial Park, and Cuddy Blvd Parcels:

- Lots up to 4.99 acres from \$80,000 per acre to \$125,000 per acre
- 5.00 acres and up from \$70,000 per acre to \$115,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

- All lot sizes – from \$65,000 per acre to \$115,000.00 per acre;

b) the staff report dated August 30th, 2021 entitled "Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land", BE RECEIVED.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelozza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Vacant Residential Property Tax Review

Moved by: E. Pelozza

Seconded by: M. van Holst

That the Civic Administration BE DIRECTED to undertake a review, including but not limited to gathering information from other Ontario municipalities advancing this option, to determine the potential scope and feasibility of developing and implementing a vacant residential property tax on the residential property class and report back to the appropriate Standing Committee.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelozza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

4.2 Covid Perception, Reality and Legality

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

That the communication dated August 21, 2021 from Councillor M. van Holst with respect to COVID perception, reality and legality BE RECEIVED.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloz

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

4.3 Municipal Support for Truth and Reconciliation

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

That the following actions be taken with respect to the information from the AMO Board of Directors meeting of August 14, 2021, related to municipal support for truth and reconciliation:

a) the information BE FORWARDED to the Civic Administration for consideration; and,

b) the Civic Administration BE DIRECTED to report back to a future meeting of the appropriate standing committee with potential actions for the Municipal Council to consider, including but not limited to, amendments to the Flags at City Hall Policy.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloz

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

4.4 Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

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

That based on the application dated August 6, 2021 from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, September 30, 2021 BE PROCLAIMED as Orange Shirt Day/National Day for Truth and Reconciliation.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloz

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

4.5 Application - Issuance of Proclamation - Dyslexia Awareness Month

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

That based on the application dated August 11, 2021 from Dyslexia Canada, October 1, 2021 BE PROCLAIMED as Dyslexia Awareness Month.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloz

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) Proof of COVID-19 Vaccination Administrative Policy

Moved by: J. Morgan

Seconded by: E. Peloz

That the following actions be taken with respect to the "Proof of COVID-19 Vaccination Administrative Policy:

a) the staff report, dated August 30, 2021, with respect to this matter BE RECEIVED; and,

b) the civic administration BE DIRECTED to bring forward to the next meeting of the Corporate Services Committee a similar COVID-19 Vaccination Council Policy, specifically applicable to the Members of Council, for consideration.

Motion Passed

Voting Record:

Moved by: J. Morgan

Seconded by: E. Peloz

Motion to approve part a)

That the following actions be taken with respect to the "Proof of COVID-19 Vaccination Administrative Policy:

a) the staff report, dated August 30, 2021, with respect to this matter BE RECEIVED; and,

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloz

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

Moved by: J. Morgan

Seconded by: E. Peloz

Motion to approve part b)

b) the civic administration BE DIRECTED to bring forward to the next meeting of the Corporate Services Committee a similar COVID-19 Vaccination Council Policy, specifically applicable to the Members of Council, for consideration.

Yeas: (3): M. Cassidy, J. Morgan, and E. Peloz

Nays: (1): M. van Holst

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (3 to 1)

5.2 (ADDED) Recommendation for Appointment to the London Hydro Inc. Board of Directors

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

That on the recommendation of the Corporate Services Committee, the applicant, Tania Goodine, BE FORWARDED to the Strategic Priorities and Policy Committee, as the Shareholder, for appointment to the London Hydro Inc. Board of Directors.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelosa

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

Voting Record

Election

Appointment recommendation to the London Hydro Inc. Board of Directors

Tania Goodine(50.00 %):M. Cassidy, J. Morgan

Margaret Parks(25.00 %):M. van Holst

Steven Stefanko(25.00 %):E. Pelosa

Majority Winner: No majority

6. Confidential (Enclosed for Members only.)

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

That the Corporate Services Committee convene, In Closed Session, in order to consider the following:

6.1 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to interviews for the nomination to the London Hydro Inc. Board.

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

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

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

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

6.5 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.

6.6 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.

6.7 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.

6.8 Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation with respect to the partial expropriation of property located at 920, 924, 928 and 930 Western Road including matters before administrative tribunals, affecting the municipality or local board, Board of Negotiation file number BN 21-22; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 920, 924, 938 and 930 Western Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 920, 924, 928 and 930 Western Road.

6.9 Labour Relations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations regarding the Corporation's associations and 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.

6.10 (ADDED) Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; advice or recommendations of officers and employees of the Corporation, including

communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

The Corporate Services Committee convenes, In Closed Session, from 1:26 PM to 4:06 PM.

7. Adjournment

Moved by: J. Morgan

Seconded by: E. Peloza

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 4:34 PM.

Civic Works Committee

Report

The 11th Meeting of the Civic Works Committee
August 31, 2021

PRESENT: Councillors E. Pelozza (Chair), J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, J. Morgan, Acting Mayor

ABSENT: Mayor E. Holder

ALSO PRESENT: A. Pascual and J. Taylor.

Remote Attendance: Councillors A. Hopkins and S. Lehman; A. Anderson, M. Bushby, I. Collins, G. Dales, J. Dann, J. Davies, P. Donnelly, A. Dunbar, M. Fabro, D. MacRae, S. Mathers, K. Scherr, J. Skimming, J. Stanford, S. Stafford, and B. Westlake-Power.

The meeting was called to order at 12:00 PM with Councillor E. Pelozza in the Chair; it being noted that the following Members were in remote attendance: Councillors M. Cassidy, J. Helmer, J. Morgan, S. Turner, and P. Van Meerbergen.

1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest with respect to Item 2.15, having to do with the Participation in the South London Air Monitoring Network Pilot Project by indicating that part of the funding for this project will go to Western University, which is his employer.

2. Consent

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

That Items 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, 2.16, 2.17, and 2.18 BE APPROVED.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

2.1 6th Report of the Cycling Advisory Committee

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

That the 6th Report of the Cycling Advisory Committee, from its meeting held on July 21, 2021, BE RECEIVED.

Motion Passed

2.2 Appointment of Consulting Engineer for the Hyde Park EA SWM Works - Assignment 'A' Detailed Design

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the appointment of consulting services for the Hyde Park EA SWM Works – Assignment 'A' project:

- a) Stantec Consulting Inc. BE APPOINTED consulting engineers to complete the detailed design for the Hyde Park EA SWM Works – Assignment 'A' project in accordance with the estimate, on file, at an upset amount of \$301,032.57 (including contingency, provisional items and allowances), excluding HST, in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) 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-E09)

Motion Passed

2.3 Contract Award: Tender Award RFT 21-88 - Tender Award for Dingman Creek Southwinds (Tributary 12) Natural Channel Reconstruction and Flood Mitigation

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the award of contract for the Dingman Creek Southwinds Channel (Tributary 12) Reconstruction and Multiuse Pathway:

- a) the bid submitted by J-AAR Excavating Limited at its tendered price of, \$4,069,026.25 (including 10% contingency), excluding HST, for the Dingman Creek Southwinds Channel (Tributary 12) Reconstruction and Multiuse Pathway Project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of two bids received and meets the City's specifications and requirements in all areas;
- b) Ecosystem Recovery Inc. BE APPROVED for additional construction administration fee of \$74,046.50 (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) Civic Administration INITIATE a Zoning By-law amendment following the completion of this project to update the limits of the Open Space (OS) Zones to reflect the limits of the Regulatory Floodplain Limits as identified in as-built construction drawings;

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 RFT21-88); 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-E05/E21)

Motion Passed

2.4 Appointment of Consulting Engineer for Wastewater Treatment Plant Condition Assessment and Asset Valuation

Moved by: M. Cassidy

Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the Appointment of Consulting Engineer for the Condition Assessment and Asset Valuation of the City's Wastewater Treatment Plants:

a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the condition assessment, asset valuation and capital renewal forecasting assignment for the City's wastewater treatment plants, in the total amount of \$291,163.00 (including contingency), excluding HST;

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) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

2.5 Appointment of Consulting Engineers - Stormwater Management Facility Build-out Sediment Survey

Moved by: M. Cassidy

Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the Appointment of Consulting Engineers for the Stormwater Management Facility Build-out Sediment Survey project:

a) Ecosystem Recovery Inc. BE APPOINTED Consulting Engineers to complete the Stormwater Management Facility Build-out Sediment Survey project, in the total amount of \$273,600.00 (including contingency), excluding HST;

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) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

2.6 Delegation of Authority to Approve Work at the Westminster Wastewater Treatment Plant

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend By-law No. A.-7895-270 being "A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement" to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate. (2021-E03)

Motion Passed

2.7 Appointment of Consulting Engineers - Culvert Inventory and Condition Assessment (RFP21-52) - Irregular Result

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the Appointment of Consulting Engineer for the Culvert Inventory and Condition Assessment project:

- a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete the Culvert Inventory and Condition Assessment, in the total amount of \$119,532.48 (including contingency), excluding HST, in accordance with Section 19.4(c) 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) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T06)

Motion Passed

2.8 Increase Contract Award: West London Dyke Reapplication of Anti-Graffiti Coating to Phases 1 and 2

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to increasing the existing contract for Phase 7 West London Dyke project:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out added works for Phase 7 of the West London Dyke reconstruction by increasing the City's cost share by \$219,114.38 (including contingency), excluding HST;
- 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) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E01)

Motion Passed

2.9 Appointment of Consulting Engineers - McNay Drain Rehabilitation and Construction Administration

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the Appointment of Consulting Engineers for the McNay Drain Rehabilitation and Contract Administration project:

- a) Ecosystem Recovery Inc. BE APPOINTED Consulting Engineers to complete the McNay Drain Rehabilitation and Contract Administration, in the total amount of \$387,485.00 (including contingency), excluding HST;
- 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) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E09)

Motion Passed

2.10 Amendments to the Traffic and Parking By-law

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 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-T02/T08)

Motion Passed

2.11 2020 Corporate Energy Consumption and Activities Report

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the 2020 Corporate Energy Consumption and Activities Report:

- a) the above-noted staff report BE RECEIVED for information; and,
- b) the above-noted staff report BE CIRCULATED to the Advisory Committee on the Environment (ACE) for their information. (2021-E17)

Motion Passed

2.12 2020 Community Energy Use and Greenhouse Gas Inventory Emissions Inventory

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the 2020 Community Energy Use and Greenhouse Gas Emissions Inventory:

- a) the above-noted staff report BE RECEIVED for information; and,
- b) the above-noted staff report BE CIRCULATED to the Advisory Committee on the Environment (ACE), Transportation Advisory Committee (TAC), Cycling Advisory Committee (CAC), Trees and Forestry Advisory Committee (TFAC), Agricultural Advisory Committee (AAG), and Environmental and Ecological Planning Advisory Committee (EEPAC) for their information. (2021-E17)

Motion Passed

2.13 Outcome of Climate Lens Process Applied to Waste Management Programs and Projects

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated August 31, 2021, related to how the Climate Lens Process has been applied to a broad range of plans, programs and projects in Waste Management, BE RECEIVED for information. (2021-E07)

Motion Passed

2.16 Single Source Additional Forestry Stump Cutter

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated August 31, 2021, related to the purchase of a Tow-Behind Forestry Stump Cutter:

- a) the Single Source negotiated price BE ACCEPTED to purchase one (1) 2021 Vermeer SC802 Stump Cutter for a total estimated price of \$88,000.00, excluding HST, from Vermeer Canada Inc. 4191 Perkins Road, London, Ontario N6L1C2;
- b) the financing for this purchase BE APPROVED in accordance with the Source of Financing Report as appended the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) 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. (2021-V02)

Motion Passed

2.17 RFP 21-37 Supply and Delivery of CNG Split Steam Rear Loading Waste Collection Trucks

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated August 31, 2021, related to the supply and delivery of Compressed Natural Gas (CNG) Split Stream Rear Loading Waste Collection Trucks:

- a) the submission from London Machinery Inc. (LMI) 15790 Robin's Hill Road, London, Ontario N5V0A4 for a total purchase price of \$10,755,520.00 excluding HST, BE ACCEPTED;
- b) the financing for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, purchase order, or contract record relating to the subject matter of this approval. (2021-V01)

Motion Passed

2.18 COVID-19 Resilience Infrastructure Stream - Local Government Intake - Transfer Payment Agreement

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team - Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London ("Agreement") and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements. (2021-S08/F11)

Motion Passed

2.14 Outcome of Climate Lens Screening Applied to Major Transportation Projects

Moved by: J. Helmer
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 August 31, 2021, related to the initial Climate Emergency screening of current major transportation projects:

a) Civic Administration BE DIRECTED to implement the project specific recommendations contained in the above-noted staff report that includes:

i) proceeding with the implementation of a number of transportation projects with consideration of the outcomes of the review as identified in the report;

ii) suspending the Discover Wonderland Environmental Assessment noting that the role and function of this corridor will be considered as part of the future Mobility Master Plan;

iii) suspending the corridor widening on Adelaide Street North noting that the Environmental Assessment for the Adelaide Street North should be finalized to inform complete streets intersection improvements at Sunningdale Road planned for 2025 and the remainder of the corridor improvements will be subject to further assessment under the future Mobility Master Plan;

b) subject to Municipal Council approval of the above-noted recommendation, Civic Administration BE DIRECTED to adjust the Multi-Year Budget during the next appropriate update cycle; and,

c) Civic Administration BE DIRECTED to review ongoing transportation projects to consider climate change mitigation and adaptation to ensure resiliency of critical transportation infrastructure;

it being noted that the communication from R. Henkel, with respect to this matter, was received. (2021-T05/E05)

Yeas: (5): E. Peloza, J. Helmer, M. Cassidy, S. Turner, and J. Morgan, Acting Mayor

Nays: (1): P. Van Meerbergen

Absent: (1): E. Holder

Motion Passed (5 to 1)

2.15 Participation in the South London Air Monitoring Network Pilot Project - RESUBMITTED

Moved by: S. Turner

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 August 31, 2021, related to the South London Air Monitoring Network Pilot Project:

- a) the above-noted staff report BE RECEIVED for information;
- b) the proposed by-law as appended to the above-noted staff report BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement;
- c) the single source negotiated price BE ACCEPTED to hire Envirosuite Limited for a term of three years for a total estimated price of \$303,990.00, excluding HST;
- d) the financing for the project BE APPROVED in accordance with the Source of Financing Report as appended to the above-noted staff report;
- e) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- f) 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; and,
- g) Civic Administration BE AUTHORIZED to work with Western University (Western Engineering) on the South London Air Monitoring Network Pilot Project including a specific focus on the W12A Landfill with approved funds in 2021 and base program funds in 2022 (Program 480201.355000) in the amount of \$40,000 per year for two years; noting that City of London funds will be used by Western University to secure additional research funding through Mitacs and similar academic funding agencies. (2021-E05)

Yeas: (5): E. Peloza, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Recuse: (1): J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 7th Report of the Transportation Advisory Committee

Moved by: S. Turner

Seconded by: M. Cassidy

That the following actions be taken with respect to the 7th Report of the Transportation Advisory Committee, from its meeting held on August 3, 2021:

a) the following actions be taken with respect the Transportation Advisory Committee (TAC) Evolution and Recommendation document from D. Foster:

i) the City Clerk BE ADVISED that the TAC has completed its evolution into a model Advisory Committee and should, therefore, maintain its current Terms of Reference make up and “at large” pilot; and,
ii) the City Clerk BE ADVISED that the progress of the TAC should be evaluated concurrently with the proposed, but as yet untested, Community Engagement Panel pilot concept; and,

b) clauses 1.1, 2.1, 3.1, 3.3, 3.4, and 5.1 BE RECEIVED.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

4.2 Commercial E-scooters in the City of London

Moved by: S. Turner

Seconded by: M. Cassidy

That the following actions be taken with respect to Commercial E-scooters in the City of London:

a) the communications from the following individuals with respect to this matter BE RECEIVED:

- R. Gaunt;
- S. Besseau;
- C. Schafer;
- S. Elford; and,
- D. Lepofsky;

b) the above-noted communications and comments from delegations heard by the Civic Works Committee BE FORWARDED to Civic Administration for consideration. (2021-S12)

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, S. Turner, and J. Morgan, Acting Mayor

Absent: (2): P. Van Meerbergen, and E. Holder

Motion Passed (5 to 0)

Voting Record:

Moved by: S. Turner

Seconded by: M. Cassidy

That the request for delegation status from the following individuals BE APPROVED:

- S. Besseau;
- C. Schafer; and,
- D. Lepofsky.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and J. Morgan, Acting Mayor

Absent: (1): E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: M. Cassidy

Seconded by: S. Turner

That the Civic Works Committee Deferred Matters List as at August 23, 2021, BE RECEIVED.

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, S. Turner, and J. Morgan, Acting Mayor

Absent: (2): P. Van Meerbergen, and E. Holder

Motion Passed (5 to 0)

5.2 (ADDED) 7th Report of the Cycling Advisory Committee

Moved by: M. Cassidy

Seconded by: S. Turner

That the following actions be taken with respect to the 7th Report of the Cycling Advisory Committee, from its meeting held on August 18, 2021:

a) a Sub-Committee BE ESTABLISHED to prepare comments and feedback with respect to the Dundas Place Traffic Diversion and report back to the Cycling Advisory Committee at their next meeting;

b) Municipal Council and Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the petition calling for the creation of bike lock-up facilities in the City of London and that the CAC is appreciative of the bike locker pilot project that is being launched in the City of London; and,

c) clauses 1.1, 2.1, 3.1, and 3.3 BE RECEIVED.

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, S. Turner, and J. Morgan, Acting Mayor

Absent: (2): P. Van Meerbergen, and E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 2:12 PM.

Strategic Priorities and Policy Committee

Report

12th Meeting of the Strategic Priorities and Policy Committee
September 7, 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, S. Hillier

ABSENT: A. Kayabaga

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

Remote Attendance: L. Livingston, A. Barbon, B. Card, J. Davison, K. Dickins, G. Kotsifas, K. Scherr, M. Schulthess, B. Somers, C. Saunders, C. Smith

The meeting is called to order at 4:08 PM; it being noted that the following Members were in remote attendance: M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo and S. Hillier.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Lehman disclosed a pecuniary interest in item 4.2, having to do with a proposed appointment to the London Downtown Business Association (LDBA), by indicating that he is a member of the LDBA.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Request for Delegation Status - 4 Pillars of Medical Ethics - Courtney Roddis

Moved by: S. Lewis

Seconded by: S. Turner

That the communications listed on the public agenda as items 4.1 (a) through (ac), inclusive, BE RECEIVED for information, and no further action be taken with respect to these submissions; it being noted that there are no current related decisions or considerations before the Strategic Priorities and Policy Committee at this time.

Yeas: (13): 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. Pelozo, and S. Hillier

Nays: (1): M. van Holst

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

4.2 Downtown Business Improvement Association Appointment

That Councillor J. Helmer BE APPOINTED as the Municipal Council representative on the Downtown Business Area Board to replace Councillor A. Kayabaga, on an interim basis until such time as the leave of Councillor Kayabaga is resolved; it being noted that the Strategic Priorities and Policy Committee received a communication dated August 19, 2021 from A. McClenaghan, Chair, LDBA and D. McCallum, Chair, MSL and a communication dated August 17, 2021, with respect to this matter.

Motion Passed

Voting Record.

Moved by: S. Lewis

Seconded by: P. Squire

That consideration of an interim Councillor appointment to the London Downtown Business Association Board of Directors BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee in order to allow for members of Council to express their interest in the appointment.

Yeas: (4): S. Lewis, P. Squire, P. Van Meerbergen, and S. Hillier

Nays: (9): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and E. Pelozza

Recuse: (1): S. Lehman

Absent: (1): A. Kayabaga

Motion Failed (4 to 9)

Moved by: S. Turner

Seconded by: A. Hopkins

That the communications from London Downtown Business Association and Councillor Kayabaga be received, and Council members be given an opportunity to be selected for the interim appointment.

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

Recuse: (1): S. Lehman

Absent: (1): A. Kayabaga

Motion Passed (13 to 0)

Election

Interim Appointment to the London Downtown Business Association

J. Helmer(69.23 %):M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, S. Lewis, E. Pelozza, Mayor E. Holder

S. Hillier(30.77 %):M. van Holst, P. Squire, S. Hillier, P. Van Meerbergen

Majority Winner: J. Helmer

Moved by: S. Lewis
Seconded by: M. van Holst

That Councillor J. Helmer BE APPOINTED as the Municipal Council representative on the Downtown Business Area Board to replace Councillor A. Kayabaga, on an interim basis until such time as the leave of Councillor Kayabaga is resolved.

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

Recuse: (1): S. Lehman

Absent: (1): A. Kayabaga

Motion Passed (13 to 0)

4.3 5th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee

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

That the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on August 19, 2021:

a) the following actions be taken with respect to the Awards and Recognition Sub-Committee update:

i) the request from the Awards and Recognition Sub-Committee for budget allocation of up to \$700.00 for the 2021 Diversity, Race Relations and Inclusivity Award, BE APPROVED; and,

ii) it BE NOTED that the verbal update from A. Husain with respect to the Awards and Recognition Sub-Committee meeting was received; and,

b) that clauses 1.1, 1.2, 2.1, 2.2, 3.1, 4.1, 4.2, 5.2, 5.3, 5.4, 6.1 and 7.1 BE RECEIVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

4.4 London Transit Commission Vacancy

Moved by: P. Squire
Seconded by: P. Van Meerbergen

That the resignation of Tanya Park from the London Transit Commission as of October 22, 2021 BE ACCEPTED and the City Clerk BE DIRECTED to publicly advertise for a replacement appointment with applications to be considered at the next meeting of the Strategic Priorities and Policy Committee.

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

4.5 Appointment to the London Hydro Inc. Board of Directors

Moved by: M. van Holst

Seconded by: S. Lewis

That, on the recommendation of the Corporate Services Committee, the attached proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held September 14, 2021 to:

- a) ratify and confirm the Resolution of the Shareholder of London Hydro Inc., attached as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Resolution of the Shareholder of London Hydro Inc. attached as Schedule "A" to the by-law;

it being noted that Tania Goodine was selected for appointment to the London Hydro Inc. Board of Directors in accordance with the selection process held at the Corporate Services Committee on August 30, 2021.

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) Request of Appointment of Councillor Lehman to the Hyde Park BIA

That the resignation from Councillor J. Morgan from his appointment to the Hyde Park Business Improvement Association BE ACCEPTED, and Councillor S. Lehman BE APPOINTED to the Hyde Park BIA to fill the vacancy, for the term ending November 15, 2022.

Motion Passed

Voting Record:

Moved by: S. Lewis

Seconded by: S. Turner

That the resignation of Councillor J. Morgan from the Hyde Park BIA, BE ACCEPTED.

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

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

That nominations for an appointment to the Hyde Park BIA be opened.

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Moved by: S. Turner
Seconded by: E. Pelozza

That nominations be closed and Councillor S. Lehman BE APPOINTED to the Hyde Park Business Improvement Association Board of Directors, for the term ending November 15, 2022.

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

6. Adjournment

Moved by: P. Van Meerbergen
Seconded by: A. Hopkins

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 5:13 PM.

APPENDIX “A”

Bill No.
2021

By-law No. A.-

A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act* provides that a resolution in writing dealing with all matters required by this Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London Hydro Inc.;

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

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Resolutions of the Shareholder of London Hydro Inc., attached as Schedule “1” are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 14th day of September, 2021.

Ed Holder
Mayor

Cathy Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

SCHEDULE “1”

**LONDON HYDRO INC.
(the “Corporation”)**

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the “Amended and Restated Shareholder Declaration”), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the third class expire at the annual meeting of shareholders held in 2021 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the third class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Third	Tania Goodine	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023.

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the first, second and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
First	Gabriel Valente	the close of the annual meeting of shareholders to be held in 2022 for the financial year ending December 31, 2021

First	Jack Smit	the close of the annual meeting of shareholders to be held in 2022 for the financial year ending December 31, 2021
Second	Connie Graham	the close of the annual meeting of shareholders to be held in 2023 for the financial year ending December 31, 2022
Second	Guy Holburn	The close of the annual meeting of the shareholders to be held in 2023 for the financial year ending December 31, 2022
Third	Andrew Hrymak	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Fourth	Michael van Holst	the term ending November 15, 2022

APPOINTMENT OF AUDITORS

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2021.

The Corporation of the City of London

By: _____
 Name: Ed Holder
 Title: Mayor

By: _____
 Name: Catharine Saunders
 Title: City Clerk

Bill No. 387
2021

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 14th day of
September, 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 Ontario Land 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 September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 388
2021

By-law No. A.-

A by-law to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, 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 it is deemed appropriate for The Corporation of the City of London (the "City") to enter into an Agreement with Envirosuite Canada Inc. for the procurement of air and odour monitoring equipment and technical reporting with respect to the W12A Landfill and the City's participation in the South London Air Monitoring Network Pilot Project as proposed by the Ministry of the Environment, Conservation and Parks;

AND WHEREAS it is deemed appropriate to authorize the Mayor and the City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement between The Corporation of the City of London and the Envirosuite Canada Inc., attached as Schedule A to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

SCHEDULE A

ENVIROSUITE SERVICE TERMS ("AGREEMENT")

1 Service

1.1 Parties

Envirosuite ("the Supplier") will provide the Services to the Customer set out in the Order Form ("Customer") on the terms of this Agreement.

1.2 Acceptance

Any use or access of the Services by the Customer constitutes acceptance of this Agreement.

1.3 Right to Use

The Supplier grants to the Customer a world-wide, non-exclusive, non-transferable right to use the Services and the Documentation for its internal business purposes.

2 Term

2.1 Initial Term

This Agreement commences on the Commencement Date and continues for the Initial Term unless otherwise terminated in accordance with the Agreement.

2.2 Extension

This Agreement will automatically extend for a further period of 12 months upon each anniversary of the Commencement Date unless either party provides at least 30 days prior notice. The Supplier will provide the Customer with reasonable notice of any changes to the pricing for the Services.

2.3 Change to Services

The Customer may request a change to the modules and scope of Services. In the event that pricing and scope of Services is agreed between the parties in writing, this Agreement will automatically apply to any such changes

3 Use of Subscription Services

3.1 Customer Obligations

The Customer must:

- a. comply with all applicable laws, regulations, licences, in relation to the Services;

- b. ensure that the Customer Data that resides on, and is transmitted and received via the Services does not infringe any Intellectual Property rights of a third party or breach any privacy laws;
- c. not use the Services to store or transmit any viruses or other malicious code;
- d. provide industry standard virus protection mechanisms for its applications;
- d. keep all account identification and log-in information, including passwords, secure and confidential to prevent unauthorised access to or use of the Services and promptly notify Supplier of any unauthorised access or use;
- e. use the Services only for its internal business purposes and not purport to re-sell or licence the Services;
- f. comply with all reasonable and lawful directions of Supplier; and
- g. ensure that any Authorised Users are properly trained in the use of the Services.

3.2 Suspension

The Supplier will have the right to suspend the Customer's access to the Services to prevent or mitigate damage to the Services or the systems of the Supplier.

4 Intellectual Property Rights

4.1 Ownership and use of Intellectual Property Rights

The parties agree that other than as provided in this clause 4 (Intellectual Property Rights), nothing in this Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

4.2 Ownership in Services

In using the Services the Customer does not obtain any ownership or interest in the Services and the Customer acknowledges that the Supplier holds all Intellectual Property rights in the Services, including in any upgrade, enhancement or modification of the Services under this Agreement.

4.3 Data

The Supplier acknowledges that the Customer is the owner of the Intellectual Property Rights in the Customer Data. The Customer provides the Supplier with a

license to use the Customer Data to provide the Services.

4.4 Related Services

The Supplier will irrevocably and unconditionally assign to the Customer on payment, any Customer Specific New Material.

5 Warranties

5.1 Compliance with Specifications

The Supplier warrants that the Services will materially comply with the Specifications and the Documentation when used in accordance with this Agreement.

5.2 Changes to the Services

The Supplier may make changes, modifications or enhancements to the Services and the Documentation upon reasonable notice to the Customer.

5.3 Implied Warranties

If the Supplier is in breach of any non-excludable condition or warranty implied by any statute or law, the Supplier's liability is limited to:

1. where Supplier has supplied Services, the cost of having the Services supplied again; and
2. where the Supplier supplied Equipment, the repair or replacement of the Equipment or the supply of equivalent Equipment.

5.4 Disclaimer

Except as expressly provided in the Agreement, neither the Supplier nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of the Services provided under the Agreement, or that the operation of the Services will be secure, uninterrupted or error free.

6 Confidentiality

6.1 Treatment of Confidential Information

Each party undertakes to keep the Confidential Information of the other party secret and to protect and preserve the confidential nature of all Confidential

Information.

6.2 Use of Confidential Information

A Recipient may only use the Confidential Information of the Discloser for the purposes of performing the Recipient's obligations or exercising the Recipient's rights under this Agreement.

6.3 Disclosure of Confidential Information

A Recipient may not disclose Confidential Information of the Discloser to any person except to:

- a. Representatives of the Recipient who require it for the purposes of the Recipient performing its obligations or exercising its rights under this Agreement and then only on a need to know basis;
- b. with the prior written consent of the Discloser;
- c. if the Recipient is required to do so by law or a stock exchange; or
- d. if the Recipient is required to do so in connection with legal proceedings relating to this Agreement.

6.4 Disclosure by Recipient

A Recipient disclosing information under clause 6.3(a) or clause 6.3(b) must ensure that persons receiving Confidential Information are aware it is the other party's Confidential Information and not to disclose the information except in the circumstances permitted in clause 6.3.

6.5 Return of Confidential Information

Subject to clause 6.6, on the Discloser's request, the Recipient must, deliver to the Discloser or destroy, all documents or other materials containing or referring to the Discloser's Confidential Information in the Recipient's possession, power or control; or in the possession, power or control of persons who have received Confidential Information from the Recipient under clause 6.3(a) or clause 6.3(b).

6.6 Exceptions

The obligation in clause 6.5 does not apply to Confidential Information of the Discloser that the Recipient requires in order to perform its obligations under this Agreement or is otherwise entitled to retain.

Nothing in clause 6 prevents or restricts the Customer from using or disclosing Customer

Specific New Material, upon assignment thereof to the Customer pursuant to clause 4.4.

7 Fees & Taxes

7.1 Fees

The Supplier must provide the Services for the applicable Fee.

7.2 Fees inclusive of Taxes

All Fees exclude Taxes, whether increased, new or additional amounts and all freight, insurance, delivery and other expenses which may be incurred.

7.3 GST

- a. Unless otherwise expressly stated in this Agreement, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.
- b. If a party makes a taxable supply under or in connection with this Agreement, the other party must pay to the supplier at the same time, and in addition to the GST-exclusive consideration, an amount equal to the GST payable on that supply.
- c. The supplier must, as a precondition to the payment of GST under clause 7.3(b), give the other party a tax invoice.
- d. If an adjustment event arises in connection with a supply made under this Agreement, the supplier must give the other party an adjustment note.
- e. If this Agreement requires one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable.

8 Invoicing and payment

8.1 Payment

- a. Customer will pay each invoice within thirty (30) days
- b. If Customer considers that an invoice is not correctly rendered, then Customer will notify the Supplier in writing setting out the

reasons why Customer considers that the invoice is not correctly rendered and identifying any amounts which are in dispute.

8.2 Invoice

For the purposes of this Agreement, an invoice is not correctly rendered unless:

- a. the amount specified in the invoice is correctly calculated in accordance with this Agreement; and
- b. the amount claimed in the invoice is due for payment.

9 Equipment

9.1 Equipment Supply

The Supplier will provide the Equipment as set out in an Order Form.

9.2 Title and risk

Title for any Equipment provided as managed Service will remain with the Supplier. The risk of loss or damage to the Equipment passes to Customers on the date the relevant Equipment is delivered to the delivery address. The Customer will ensure that the Equipment is covered by sufficient insurance to cover the full replacement value of the Equipment. The Customer will provide to the Supplier evidence of insurance coverage upon request by the Supplier.

11 Liability and indemnity

11.1 Liability

Subject to clause 11.2 (No limitation):

- a. neither party will be liable to the other party under or in respect of this Agreement for any Consequential Loss arising from negligence or breach of contract;
- b. the aggregate liability of either party whether in contract, tort (including negligence), statute or any other cause of action (other than the obligation to pay Fees) is limited to the amount paid by the Customer to the Supplier in the 12 months prior to the cause of action arising.

11.2 No limitation

Nothing in this Agreement operates to limit or exclude:

- a. liability that cannot be limited or excluded by law;

- b. Either party's liability in respect of the indemnity in clause 11.3 or 11.6; and
- c. Either party's liability resulting from its fraudulent or unlawful act or omission or any act or omission that results in personal injury, death or property damage.

11.3 Indemnity

- a. Supplier will defend Customer against claims brought by any third party alleging that Customer's use of the Services infringes any Intellectual Property Rights.
- b. The Supplier's obligations under Clause 11.3(a) will not apply to the extent the claim results from:
 - i. Customer's breach of the Agreement; or
 - ii. use of the Services in conjunction with any product or service not provided or recommended by the Supplier.
- c. In the event a claim is made or likely to be made, the Supplier may:
 - i. procure for Customer the right to continue using the Services under the terms of the Agreement, or
 - ii. replace or modify the Services to be non-infringing without material decrease in functionality.

11.4 Notification of a Claim

Customer will notify the Supplier in writing promptly after becoming aware of any Claim which might give rise to an indemnity by Supplier under clause 11.3 .

11.5 Customer obligations

In respect of any Claim notified under clause 11.4, Customer will provide the Supplier with reasonable assistance in conducting the defence of the Claim.

11.6 Customer and Supplier Indemnity

Each party will indemnify the other for any loss suffered by the other party or its Representatives, due to their negligence or breach of this Agreement.

11.7 Contribution

Any amount claimed by either party pursuant to the indemnities in clause 11.3 or 11.6 will be reduced proportionally to the extent the loss, damage, liability, claim or expense is directly caused by the negligence

or breach of this agreement of the other party or its Representatives.

12 Termination

12.1 Termination for cause

Either party may terminate in whole or in part this Agreement immediately by giving notice in writing to the other party if:

- a. the other party commits a breach of this Agreement and the breach is incapable of remedy;
- b. the other party commits a breach of this Agreement that is capable of remedy and does not rectify that breach within 7 Business Days of first party issuing a notice of the breach; or
- c. a party is Insolvent.

12.2 Termination for Convenience

After the Initial Term, the Customer may terminate this Agreement on 30 days' notice without cause.

12.3 No other right of either party to terminate.

Other than as set out in this Agreement neither party may terminate any Order Form or this Agreement.

13 Consequences of termination

13.1 Payments and obligations on expiry or termination

Upon termination of this Agreement or an Order Form by Customer under clause 12.1, the Supplier will reimburse the Customer for the unused portion of any Fees paid in advance by Customer. To avoid doubt, the Customer will have no right to be reimbursed the unused portion of any Fees paid in advance by Customer upon termination of this Agreement or an Order Form by Customer under clause 12.2.

13.2 Preservation of rights

- a. Termination of this Agreement for any reason does not extinguish or otherwise affect any rights or remedies of either party which arose prior to the time of termination, or the provisions of this Agreement which by their nature survive termination.
- b. Without limiting the above, clause 4 (Intellectual Property Rights), 6 (Confidentiality), 8 (Invoicing and payment), 11 (Liability and indemnity), 13

(Consequences of termination), 17 (Assignment), 18 (Governing law), 19 (General) and 20 (Interpretation) survive termination of this Agreement.

14 Force majeure

14.1 Effects of Event

A party does not breach this Agreement and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event.

14.2 Obligation of affected party

The party affected by the Force Majeure Event must notify the other party of the Force Majeure Event as soon as reasonably practicable and must take all reasonable steps to limit the effects of Force Majeure Event.

14.3 Termination

If a Force Majeure Event occurs and its effect continues for a period of 20 Business Days, the Services affected by the Force Majeure Event may Be terminated at any time thereafter by either party giving written notice to the other party.

15 Notices

15.1 Form

Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be in writing, signed by the sender (if an individual) or a person appointed as an authorised officer of the sender and marked for the attention of the person identified by the other party as the contact person or, if the recipient has notified otherwise, then marked for attention in the way last notified.

15.2 Delivery

A communication must be:

- a. Left or mailed to the address notified by the recipient;
- b. sent by email to the email address notified by the recipient; or
- c. given in any other way permitted by law.

15.3 When effective

1. A communication will take effect from the time it is received unless a later time is specified.

2. If sent by post, a communication is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
3. If sent by email, when the sender receives an automated message confirming delivery; or 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.

16 Disclosure or Promotion of this Agreement

The Customer agrees that the Supplier may from time to time disclose certain details regarding this Agreement (including but not limited to, the Customer's name, the Fees and a description of this Agreement):

1. as required by any stock exchange or law; or
2. for promotional purposes on the Supplier's website, in promotional materials, press releases or other documents. The Customer will have the opportunity to approve, in advance, any promotional material that will be posted by the Supplier involving this agreement.

17 Assignment

17.1 Consent

Subject to clause 17.2, Neither party can assign, transfer, novate, encumber or otherwise deal with all or part of its rights or obligations under this Agreement without the other party's prior written consent.

17.2 Void Assignments

Any purported assignment, transfer, novation or other dealing with the rights under this Agreement that does not comply with clause 17.1 is void and has no effect.

18 Governing law

This Agreement is governed by the law in force in the Province of Ontario, Canada. Each party submits to the non-exclusive jurisdiction of the courts of that place.

19 General

19.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

19.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

19.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.

19.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval

19.5 Remedies cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

19.6 Rights and obligations are unaffected

Rights given to the parties under this Agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

19.7 Variation and waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

19.8 Indemnities

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the Supplier under this Agreement and continue after this Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

19.9 Further steps

Each party agrees, at its own expense, to do

anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- a. to bind the party and any other person intended to be bound under this Agreement;
- b. to enable the party to exercise its rights; and
- c. to show whether the party is complying with this Agreement.

19.10 Prompt performance

If this Agreement specifies when the party agrees to perform an obligation, the party agrees to perform it by the time specified. Each party agrees to perform all other obligations promptly.

19.11 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

19.12 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this Agreement and other related documentation except for stamp duty.

19.13 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

19.14 Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

19.15 No relationship

Nothing in this agreement will be taken to constitute the Supplier as an employee, agent, partner or joint venturer of Customer nor is the Supplier authorised to represent itself as acting, or to incur any obligation, on behalf of Customer.

20 Interpretation

20.1 Definitions

Authorised Users means the employees or contractors of the Customer who are entitled to use the Subscription Services.

Business Day means a day other than a Saturday, Sunday or public holiday in:

- a. the place of the Governing law; or
- b. where an obligation under this agreement is required to be performed in a particular place, that place.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Commencement Date means the date specified under that heading in the Details. If there is no Commencement Date specified, then the Commencement Date is the date on which the last party executes this Agreement.

Confidential Information means:

- a. all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties or their Representatives before, on or after the Commencement Date relating to the business, technology or other affairs of the Discloser of the information, including the details of the Services; and
- b. in the case of Customer, all Customer Data;

but does not include information:

- a. which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser; which the Recipient can prove by contemporaneous written documentation was;
- b. already known to it at the time of disclosure by the Discloser (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- c. independently developed by the Recipient without reference to the

Confidential Information of the Discloser; or

- d. which the Recipient acquires from a source other than the Discloser or any of its representatives where such source is entitled to disclose it on a non-confidential basis.

Consequential Loss means any indirect or consequential loss or damage which, although in the contemplation of the parties at the time they entered into this Agreement, is not a loss or damage which may fairly and reasonably be considered to arise naturally (that is, in the usual course of things) from the breach including, but not limited to, loss of profits, loss of data, loss of revenue, loss of opportunity or loss of goodwill.

Contract Representative means a person appointed by each party to be their representative for the purpose of managing this Agreement and any disputes arising under it.

Customer Data means all data, information, text, drawing or other material which is provided to the Supplier, or inputted into the Services, by the Customer.

Customer Specific New Material means any material created by the Supplier in the course of providing the Related Services that is based on or is a modification or enhancement of, the Customer Data.

Discloser means the party disclosing Confidential Information.

Documentation means any documentation provided by the Supplier which sets out the details of the Services.

Fee means the fee for the Services and any Equipment calculated in accordance with the Order Form.

Force Majeure Event means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps including:

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-

judicial body, department, commission, authority, tribunal, agency or entity.

GST means any goods and services or value added tax.

A person is **Insolvent** if:

- a. it is (or states that it is) an insolvent under administration or insolvent;
- b. it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement); or an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- c. it is otherwise unable to pay its debts when they fall due; or
- d. something having a substantially similar effect to (a) to (d) happens in connection with that person under the law of any jurisdiction.

Initial Term means, unless stated otherwise in the Order Form, 12 months.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Moral Rights means any moral rights including the rights described in Article 6b of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute that exist or that may come to exist, anywhere in the world.

Order Form means an order or proposal provided by the Supplier or the Reseller which sets out the details of the order to

which this Agreement applies.

Receiver includes a receiver or receiver and manager.

Recipient means the party receiving Confidential Information.

Related Services means the professional services agreed in an Order Form.

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, contractor or sub-contractor of that party.

Reseller means an authorised reseller of the Supplier who has the direct relationship with the Customer.

Service Levels mean the Service Levels set out in the Documentation.

Services means all Subscription Services and Related Services required to be provided by the Supplier under this Agreement.

Subscription Services means the Software as a Service modules provided by the Supplier to the Customer as set out in the Order Form.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of Supplier.

Term means the Initial Term as extended if applicable.

20.2 Headings

Headings are included for convenience only and are not to affect the interpretation of this Agreement.

Bill No. 389
2021

By-law No. A.-_____

A by-law to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team – Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements.

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

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

AND WHEREAS 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, including respecting climate change; and ii) financial management of the municipality;

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

1. The Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team – Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London (“Agreement”) attached as Schedule “1” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports is hereby authorized to approve amending agreements to the Agreement provided it does not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and City Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Finance Supports under section 3 of this by-law.
5. The Deputy City Manager, Finance Supports, or their delegate, is hereby authorized to execute any financial reports required as a condition under the Agreement.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of The City of London

(CRA# 119420883)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
 - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
 - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
 - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
 - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
 - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
 - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Projects;
 - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be 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); and

(h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[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 Minister of Infrastructure

Date

The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

CORPORATION OF THE CITY OF LONDON

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **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 background and headings do not form part of the Agreement; they are for information and 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;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, 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 is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Total Financial Assistance” means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any 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;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 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, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) 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.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Projects. The Recipient will, in respect of each Project, 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) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of each Project, 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.

A.4.9 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.5.6 **Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

- (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
- (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient’s allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party’s duties.

A.9.3 **Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.
- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **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 each 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 \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of 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.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:

- (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **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.

A.11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) 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
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, 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 any 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 all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned 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 repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** 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.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **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 delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(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 provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **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.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **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.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) 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.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **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.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **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, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*,
 - (ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

**SCHEDULE “B”
SPECIFIC INFORMATION**

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPCOVID@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: City Manager Address: City Hall 300 Dufferin Avenue, ON, London, N6A4L9 Email: llivings@london.ca</p>

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

C.2.0 PROJECT STANDARDS

C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 **Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1466505009	Facility Infrastructure Renewal Program	02/19/2021	\$1,750,000.00	\$1,400,000.00	80%	\$350,000.00	20%
2020-12-1-1471802775	Boulevard Bicycle Path Improvements	05/04/2021	\$1,100,000.00	\$880,000.00	80%	\$220,000.00	20%
2020-12-1-1471807965	Downtown Sidewalk Improvements	05/04/2021	\$300,000.00	\$240,000.00	80%	\$60,000.00	20%
2020-12-1-1471809195	New Cycling Facilities	05/04/2021	\$2,370,798.00	\$1,896,638.40	80%	\$474,159.60	20%

(b) Project Description

- (i) Project - Facility Infrastructure Renewal Program, case # 2020-11-1-1466505009.

This project will upgrade HVAC and ventilation equipment in three recreational facilities to ensure safe and reliable recreational facilities for the public, improve safety from COVID-19 for staff and the public and reduce the amount of R22 refrigerant that contain harmful chlorofluorocarbons (CFC's).

Project activities include replacing the Heating Ventilation and Air Conditioning (HVAC) units with higher efficiency models, the roof mounted Energy Recovery Ventilation units (ERV's), the natural gas fired boiler with circulating pumps with higher efficiency models, and various refrigeration components such as circulating pumps, motors, and electrical infrastructure with higher efficiency options.

Anticipated outputs of the project include increased ventilation and improved indoor air quality (IAQ) for staff and the public, reduce amount of harmful CFCs, lessen the energy required to heat and cool the facilities and reduce green house gases.

- (ii) Project - Boulevard Bicycle Path Improvements, case # 2020-12-1-1471802775.

This project will provide improvements to the in-boulevard pathway system to increase cyclists comfort by reducing gaps in cycling infrastructure, improving the integration between cycling infrastructure and transit facilities. It will provide new dedicated cycling infrastructure along major intersections and side streets.

The scope of the project is to improve in-boulevard cycling paths on Fanshawe Park Road East between Medway Creek Bridge and Adelaide Street. This includes integrating local transit into the design of the cycling facilities in order to improve safety, comfort and separation between cyclists, pedestrians and transit users.

The approximate outputs for this project will generate 4.38km of new, improved in-boulevard cycling paths. The goal of these facilities is to increase cycling ridership, promote active transportation, improve safety and to provide residents with more transportation choices. These new cycling facilities will increase the separation and physical distancing between cyclists, pedestrians and transit users.

- (iii) Project - Downtown Sidewalk Improvements, case # 2020-12-1-1471807965.

This project will improve the sidewalk and boulevard system in the downtown core to increase comfort and accessibility for pedestrians.

The project scope includes sidewalk and boulevard improvements within the following locations in the Downtown Core: Richmond Street between Queens Avenue and Dundas Street, Carling Street, Richmond Street between Central Avenue and Hyman Street, Richmond Street between Mill Street and CPR, Hyman Street between Richmond Street and Wellington Street, and Wolfe Street between Wellington Street and Waterloo Street.

The project outputs include generating new sidewalk and boulevard paths within the downtown to create an improved pedestrian realm.

(iv) Project - New Cycling Facilities, case # 2020-12-1-1471809195.

The project will modify and increase cycling infrastructure in the City of London to provide residents with more transportation choices.

The project activities include installing new cycling facilities on Wavell Street/Brydges Street from Highbury Avenue North to Clarke Road, Saskatoon Street from Wavell Street to Dundas Street, as well as creating a protected intersection and new cycling facilities at the intersection of Ridout Street and Commissioners Road East.

The project will result in approximately 3.6km of new cycling facilities and one new protected intersection within the City of London.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
 - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
 - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,

- (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

**SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any 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 Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

Bill No. 390
2021

By-law No. A.-_____

A by-law to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London

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

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

AND WHEREAS 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 economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. Investing in Canada Infrastructure Plan Transfer Payment Agreement (the "Agreement") between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to approve and execute any further Amendments to the Agreement if the Amendments are substantially in the form of the Agreement, approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COMMUNITY, CULTURE AND RECREATION STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the City of London

(CRA#119420883)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Community, Culture and Recreation stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule “C”.

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, Timelines and Project Standards

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of

the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement. The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
- (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
- (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and 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;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) by receiving Funds, the Recipient may be 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); and

(h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and 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.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[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 Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL (if
applicable)

Corporation of the City of London

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **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 background and headings do not form part of the Agreement; they are for information and 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;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, 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 is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *the Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including

legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than March 31, 2027.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any 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;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the Community, Culture and Recreation stream, being:
 - (i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

A.2.2 **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, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) 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;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) 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.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or

provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, 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) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project

exceeds forty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;

- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, 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.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 **Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential,

or perceived conflict of interest; and

- (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034 :

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

- A.7.4 **Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project; or
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
 - (b) remove any copies the Province makes pursuant to section A.7.5(a); and
 - (c) share any documents, records and findings with Canada.
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario)

and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule “F” (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:
- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
 - (b) any damage to or loss or destruction of property of, any Person; or
 - (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 Recipient's Cooperation. If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 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 \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of 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.

A.10.2 Proof of Insurance. At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 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.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the

Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) 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
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, 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 all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned 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 repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** 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.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **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 delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(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 provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **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.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend

to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **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.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) 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.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **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.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision

herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **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, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1,

for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
- (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

A.30.2 Examination by the Committee and Parties. If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including

- the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
- b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
- (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

**SCHEDULE “B”
SPECIFIC INFORMATION**

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **March 31, 2028**.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPculture@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Deputy City Manager</p> <p>Address: City Hall 300 Dufferin Avenue, London, Ontario, N6A4L9</p> <p>Email: llivings@london.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information).

C.2.0 PROJECT STANDARDS

C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 **Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, FINANCIAL INFORMATION AND REPORTING TIMELINE**

CASE NUMBER:	2019-09-1-1413131094
PROJECT NAME:	Carling Heights Optimist Community Centre - Teaching Kitchen & Elevator
FEDERAL APPROVAL DATE (mm/dd/yyyy)	2/5/2021
PROJECT DESCRIPTION:	
<p>The project will meet the increasing demands for accessible and inclusive educational cooking and life skills programming, will improve accessibility and renew the building envelope.</p> <p>Project activities include converting/reconfiguring existing multi-purpose community space with small servery to a 63 square meter teaching kitchen space, 245 square meter storage, multi-purpose meeting rooms. The project will also involve adding an elevator to allow full access to the second-floor viewing gallery to the gymnasium and pool, and renewing the building envelope components including doors and windows, flashing, brick repair.</p> <p>The project will result in increased total program hours by 3,750 per year and 2000 individuals in registered programs. The populations served include all ages, specifically persons with disabilities who will be able to use a fully accessible kitchen space within an existing community centre. Persons with disabilities and older adults will have access to the entire building.</p>	

Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)	Progress Reports Refer to Schedule D – Reports for final Progress Report
\$1,870,000.00	\$748,000.00	40.00%	\$623,271.00	33.33%	For 2021: September 1 For 2022: March 1, September 1 For 2023: March 1, September 1 For 2024: March 1

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, FINANCIAL INFORMATION AND REPORTING TIMELINE

CASE NUMBER:	2019-09-1-1413300654
PROJECT NAME:	Labatt Park
FEDERAL APPROVAL DATE (mm/dd/yyyy)	1/8/2021
PROJECT DESCRIPTION:	
<p>The project will improve accessibility, fan safety, and playability and impact to the local neighbourhood. Project activities include installation of accessible washrooms, repairing and replacing bleachers, and replacing current sport lighting with energy efficient lighting. Labatt Park is one of the oldest baseball parks in Canada and North America. It currently supports local non-profit baseball organizations at all levels and community events such as day camps and movie nights. The project will result in cost avoidance for future lifecycle work.</p>	

\$2,035,000.00	\$814,000.00	40.00%	\$678,265.50	33.33 %	For 2021: September 1 For 2022: March 1

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:
 - (i) submit to the Province, up and until the final payment has been made pursuant to Schedule “J” (Request for Payment and Payment Procedures), a Progress Report no less frequently than twice a year on dates to be provided by the Province; and
 - (ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
 - a. Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - b. the construction start date and the construction end date (forecasted and actual where applicable);
 - c. the percentage of the Project that has been completed;
 - d. risks and mitigation strategies;
 - e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - f. confirmation that all required signage for the Project has been installed.
- (b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
- (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
 - (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after March 31, 2027;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- (aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

F.1.1 Recipient’s Participation in Project and ICIP Evaluations. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 Results of Project and ICIP Evaluations. The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the 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 Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), the Recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of the Project’s Substantial Completion, or on or before March 31, 2027, whichever is earlier.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after:
- (a) 60 Business Days following the Substantial Completion of the project; or,
 - (b) March 31, 2027
- whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

Bill No. 391
2021

By-law No. A.-_____

A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

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

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Ontario Transfer Payment Amending Agreement substantially in the form attached as Schedule "A" to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London is approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.
3. The Deputy City Manager, Planning and Economic Development or their written designate, are severally delegated the authority to authorize and approve such further and other documents, including an Investment Plan, and including agreements, that may be required in furtherance of the Agreement approved in paragraph 1 above that are consistent with the requirements contained in that Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – September 14, 2021
Second reading – September 14, 2021
Third reading – September 14, 2021

AMENDING AGREEMENT

Ontario Transfer Payment Amending Agreement

This Amending Agreement is effective as of the ___ day of _____, 2021

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Municipal Affairs and Housing**

(the "Minister")

- and -

CORPORATION OF THE CITY OF LONDON

(the "Service Manager")

BACKGROUND

1. The Minister entered into an Ontario Transfer Payment Agreement for COCHI/OPHI with the Service Manager, named in the agreement as "Corporation of the City of London", effective as of August 13, 2019 (the "Agreement").
2. The Minister wishes to allocate additional COCHI funding of \$465,300 to the Service Manager for fiscal year 2021-2022.
3. Schedule B of the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy speaks to the use of COCHI funding to protect, regenerate and expand Social Housing and Community Housing having regard to regional needs and priorities.
4. The Parties wish to amend the Agreement in the manner set out in this Amending Agreement to increase the Maximum Funds set out in Schedule B of the Agreement.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement (the "Amending Agreement") have the meanings ascribed to them in the Agreement.

2. Schedule "B" of the Agreement is amended to reflect that the Maximum Funds in respect of the Canada-Ontario Community Housing Initiative are \$4,580,659.
3. This Amending Agreement shall be effective as of the date set out at the top of this Amending Agreement.
4. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and
Housing**

Name: _____ Date _____
Title:

CORPORATION OF THE CITY OF LONDON

Name: _____ Date _____
Title:

Name: _____ Date _____
Title:

I/We have authority to bind the Service Manager.

Bill No. 392
2021

By-law No. A.-_____

A by-law to repeal By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations.

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 a municipality with the capacity, rights, powers and privileges of a natural person;

AND WHEREAS the Municipal Council wishes to repeal By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations;

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

1. By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the City of London” is hereby repealed.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 393
2021

By-law No. A.-_____

A by-law to repeal By-law No. A-10 being “A by-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes.

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 a municipality with the capacity, rights, powers and privileges of a natural person;

AND WHEREAS the Municipal Council wishes to repeal By-law No. A-10 being “A by-law to provide for the Regulation of Adult Video Cassette and Disc Outlets”, as the By-law is no required due to technological changes;

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

1. By-law No. A-10 being “A By-law to provide for the Regulation of Adult Video Cassette and Disc Outlets is hereby repealed.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 394
2021

By-law No. A.-_____

A by-law to repeal By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets” as the By-law is no longer required due to technological changes.

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 a municipality with the capacity, rights, powers and privileges of a natural person;

AND WHEREAS the Municipal Council wishes to repeal By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets”, as the By-law is no required due to technological changes;

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

1. By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets is hereby repealed.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 395
2021

By-law No. A.-6151()-__

A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*” by deleting Attachment “B” to Schedule “A” – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment “B” to Schedule “A” to amend the current pricing for City-owned serviced industrial land.

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

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

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

1. Attachment “B” to Schedule “A” of By-law No. A.-6151-17, as amended, is hereby deleted and replaced with a new attached Attachment “B” to Schedule “A”.
2. This by-law shall come into force and effect on November 1, 2021.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

ATTACHMENT “B”

The current pricing levels of all other City industrial parks be established effective November 1, 2021, as follows:

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

Lots up to 3.99 acres	\$125,000
4.00 acres and up	\$115,000

Pricing for serviced industrial land in Trafalgar Industrial Park:

All lots sizes - \$115,000

Surcharges to be added as follows:

Highway 401 Exposure – 15%

Veteran’s Memorial Parkway Exposure – 5%; and

The cost of service connections from the main services to the property line being the responsibility of the purchase.

Industrial lots are sold on a where is, as is basis, with grading, stripping and removal of excess topsoil being the purchaser’s responsibility and cost. The City will strive to provide grading of the municipal industrial parks on a level-graded basis. Site specific final grading is the responsibility of the purchaser.

Bill No. 396
2021

By-law No. A.-6924()-__

A by-law to amend By-law No. A.-6924-85, as amended, being “A by-law to prohibit smoking within 9 metres of recreation amenities in Municipal Parks, and Entrances to Municipally-owned Buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 115(1) of the *Municipal Act, 2001* provides that a municipality may prohibit or regulate the smoking of tobacco in public places and workplaces;

AND WHEREAS the Council deems it appropriate to amend By-law No. A.-6924-85, as amended, being “A by-law to prohibit smoking within 9 metres of recreation amenities in Municipal Parks, and Entrances to Municipally-owned Buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Smoking Near Recreation Amenities and Entrances By-law A.-6924-85, as amended, is further amended by deleting the section 4.3 (b) of the By-law in its entirety and by replacing it with the following new section 4.3 (b):

“4.3 (b) An Enforcement Officer, the Deputy City Manager, Environment and Infrastructure or their written designate, may order a person believed to be in contravention of this by-law to:

- (i) cease the activity that is in contravention of the by-law; and/or
- (ii) leave the premises.”

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 397
2021

By-law No. A.-7562()-__

A by-law to amend By-law No. A.-7562-160, as amended, being “A By-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector, and Storm Drain Connection Grant Program By-law” to change Civic Administration titles to reflect the current organizational structure.

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 107 of the *Municipal Act, 2001* provides that a municipality may make grants to any person, group or body, including a fund, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality’s power to make grants includes the power to make a grant by way of loan and to charge interest on the loan;

AND WHEREAS the Council deems it appropriate to amend By-law A.-7562-160, as amended, being “A By-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector, and Storm Drain Connection Grant Program By-law” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Basement Flooding Grant Program By-law A.-7562-160, as amended, is further amended in Schedule “A” of the By-law by deleting the definition of “City Engineer” and by replacing it with the following definition:

“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”;

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 398
2021

By-law No. A.-7769()-__

A by-law to amend By-law A.-7769-461 being “A by-law to delegate authority to the City Engineer or the City Engineer’s designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purposes of administering the *Municipal Act, 2001*, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways” to change Civic Administration titles to reflect the current organizational structure.

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*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 44(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that the municipality that has jurisdiction over a highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the *Municipal Act, 2001*, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways establishes minimum standards of repair for highways and bridges or any class of them;

AND WHEREAS section 1(1) of the *Municipal Act 2001*, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways defines a “significant weather event” as an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

AND WHEREAS the *Municipal Act, 2001*, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways details the standards for addressing snow accumulation and ice formation arising from a significant weather event;

AND WHEREAS the Council deems it appropriate to amend By-law A.-7769-461 being “A by-law to delegate authority to the City Engineer or the City Engineer’s designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purposes of administering the *Municipal Act, 2001*, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Minimum Maintenance Standards for Municipal Highways By-law A.-7769-461 is amended by deleting section 1 of the by-law and by replacing it with the following new section 1:

“1. The Deputy City Manager, Environment and Infrastructure or their written designate is hereby delegated the authority to declare the beginning or end of a significant weather event for the purposes of administering the

Municipal Act, 2001, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways.”

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 399
2021

By-law No. A.-7895()-__

A by-law to amend by-law No. A.-7895-270 being “A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement” to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the “City”) to continue with the current amended agreement with Trojan Technologies Group ULC (the “Agreement”);

AND WHEREAS it is desirable to adopt a more efficient means of administering the Agreement on behalf of the City;

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

1. By-Law No. A.-7895-270 being “A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement” is hereby amended by adding the following provision after section 2 and renumbering the remaining sections as appropriate:

The authority to approve site improvements, construction or other modifications to the Westminster Wastewater Treatment Plant site by Trojan Technologies and their appointed contractors or sub-contractors is hereby delegated from Municipal Council to the Deputy City Manager, Environment and Infrastructure for the City of London, or her delegate.

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

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – September 14, 2021
Second reading – September 14, 2021
Third reading – September 14, 2021

Schedule A

THIS AMENDING AGREEMENT made this ____ day of _____.

BETWEEN:

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

-and-

TROJAN TECHNOLOGIES
(hereinafter "Trojan")

WHEREAS the City owns and operates a water pollution control plant at Westminster Pollution Control Plant (the "Westminster PCP") located at 3225 Dingman Drive, London, Ontario.

AND WHEREAS Trojan has requested permission to maintain an ultra-violet testing facility at Westminster PCP (the "W-Facility") for the purposes of conducting research and development projects within the Westminster PCP and the City is agreeable to permitting Trojan to operate the W-Facility as set out herein rent-free, provided Trojan agrees to pay the utility and other costs associated with the operation;

AND WHEREAS the City and Trojan entered into an Agreement on August 31, 2011 ("Agreement") for a term of ten (10) years;

AND WHEREAS the parties wish to amend the Agreement to extend the term of the Agreement;

NOW THEREFORE THE AMENDING AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements set forth, the parties covenant and agree, to and with each other, as follows:

1. Sub article 1(b) of the Agreement is deleted and replaced with the following:

"Permit Trojan to operate the W-Facility at Westminster PCP for a term of twenty (20) years, commencing upon execution of this agreement (the "Term"). Trojan shall have unfettered discretion to cease operating the W-Facility any time prior to the expiration of the Term if it so chooses, in which case this agreement shall be terminated and all rights and obligations relating thereto shall be as if the said term had expired;"

IN WITNESS OF WHICH the parties have executed this agreement the day and year first above written.

The Corporation of the City of London

Trojan Technologies

Mayor
Corporation

I have the authority to bind the

City Clerk

Bill No. 400
2021

By-law No. A-1-___

A by-law to amend By-law No. A-1, as amended, being “A bylaw to provide for the Execution of Certain Documents” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate, by bylaw, its powers and duties under this or any other Act subject to the restrictions set out in the Act;

AND WHEREAS the Council deems it appropriate to amend By-law A-1, as amended, being “A by-law to provide for the Execution of Certain Documents” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Execution of Certain Documents Bylaw. No. A-1 as amended, is hereby further amended as follows:

- i) by deleting the words “Board of Control” from section 1.1 Documents – agreements – execution;
- ii) by deleting section 1.2 of Bylaw in its entirety and by replacing it with the following new section 1.2:

“1.2 Documents – agreements – execution – Planning Act and Condominium Act

The Director, Planning and Development; Director, Municipal Compliance; Manager, Subdivisions and Development Inspections; and Manager, Current Development have delegated to them the authority to execute on behalf of The Corporation of the City of London the following agreements:

Category	Subject Matter	Required By
Consent Agreements	Execution of agreements as required to satisfy conditions imposed by the London Consent Authority	<i>Planning Act</i> , R.S.O. c. P. 13, as amended
Condominium Agreements	Execution of agreements and documents as required to satisfy a condition of condominium draft approval	<i>Condominium Act</i> , 1998, S.O. 1998, c. 19, as amended

- iii) by deleting section 1.2.1 in its entirety and by replacing it with the following new section 1.2.1:

“1.2.1 Documents – agreements – execution – Planning and Condominium Act – two signatories required

The agreements available for execution under section 1.2 shall be signed by any two of the following: Director, Planning and Development; Director, Municipal Compliance; Manager, Subdivisions and Development Inspections; or the Manager, Current Development.”

2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 401
2021

By-law No. A-50-_____

A by-law to amend By-law No. A-50, as amended being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

AND WHEREAS the Municipal Council enacted the Council Procedure By-law (By-law No. A-50) on May 31, 2016, to provide for the rules of order and procedure for the Council of The Corporation of the City of London;

AND WHEREAS the Council deems it appropriate to amend By-law A-50, as amended, being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Council Procedure By-law A-50, as amended, is further amended as follows:
 - i) by deleting the words “Managing Director” throughout the by-law and by replacing it with the title “Deputy City Manager”; and,
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns;
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 402
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 change Civic Administration titles to reflect the current organizational structure.

WHEREAS Section 102.1 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended on Ontario Regulation 333/07 authorize a municipality to require a person to pay an administrative penalty for a contravention of any by-law respecting the parking, standing or stopping of vehicles;

AND WHEREAS the Municipal Council considers it desirable and necessary to provide for a system of administrative penalties and administrative fees for the designated City by-laws, or portions of the designated City by-laws;

AND WHEREAS the Council deems it appropriate to amend By-law A.-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Administrative Monetary Penalty System (AMPS) By-law A.-54, as amended, is further amended as follows by deleting all references to the title “Chief Municipal Law Enforcement Officer” and by replacing them with the title “Director, Municipal Compliance.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 403
2021

By-law No. B-1-____

A by-law to amend By-law No. B-1, as amended, being “A by-law to provide for the Naming of Highways and the Numbering of Buildings and Lots” to change Civic Administration titles to reflect the current organizational structure.

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 paragraph 111 of section 210 of the *Municipal Act, R.S.O. 1990, c. M.45*, authorizes the Council to pass by-laws respecting the naming or renaming of highways and for affixing the names at the corners thereof on public or private property;

AND WHEREAS paragraph 112 of section 210 of the *Municipal Act, R.S.O. 1990, c. M.45*, authorizes the Council to pass by-laws respecting the numbering of buildings and lots along any highway, beach, park, reserve or any other property in the Municipality that it is considered necessary to number by the Council, and for affixing numbers to the buildings and for charging the owner or occupant with the expense incident to the numbering of the lot or property;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. B-1, as amended, being “A by-law to provide for the Naming of Highways and the Numbering of Buildings and Lots” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Naming of Highways and Numbering of Buildings & Lots By-law No. B-1, as amended, is hereby further amended as follows:
 - i) by deleting the title “City Engineer” throughout the by-law and by replacing it with the title and words “Director Planning and Development or their written designate”; and,
 - ii) by deleting the title and words “Manager, Development Engineering or his designate” throughout the by-law and by replacing them with the title and words “Director, Planning and Development or their written designate”;
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 404
2021

By-law No. C.P.-1363()-__

A by-law to amend By-law No. C.P.-1363-381, as amended, being “A by-law to prohibit and regulate the placing or dumping of fill and the alteration of the grade of land in defined areas of the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

WHEREAS section 142 of the *Municipal Act, 2001*, R.S.O. 2001 c. 25, authorizes a municipality to prohibit or regulate the placing or dumping of fill and the alteration of the grade of land;

AND WHEREAS the Council deems it appropriate to amend By-law C.P.-1363-381, as amended, being “A by-law to prohibit and regulate the placing or dumping of fill and the alteration of the grade of land in defined areas of the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The City of London Site Alteration By-law C.P.1363-381, as amended, is further amended as follows:
 - i) by deleting all references to the title “Managing Director, Development and Compliance Services and Chief Building Official” and by replacing them with the title “Director, Development and Planning”;
 - ii) by deleting all references to the title “Director, Development Services” and by replacing them with the title “Director, Development and Planning”;
 - iii) by deleting all references to the title “Manager, Development Engineering” and replacing them with the title “Manager, Subdivisions and Development Inspections”;
 - iv) by adding the following new definition to subsection 1.1:

“Manager, Current Development” means the person who holds the position of Manager, Current Development for The Corporation of the City of London;
 - v) by deleting all references to the title “City Engineer” and by replacing them with the title “Deputy City Manager, Environment and Infrastructure”.; and,
 - vi) by deleting subsection 7.1 in its entirety and by replacing it with the following new subsection 7.1:

“7.1 Administration and enforcement of by-law – absence

The administration and enforcement of this by-law shall be performed by the Director, Development and Planning. When the Director, Development and Planning is absent or their office is vacant, the Manager, Subdivisions and Development Inspections shall act in the place and stead of the Director, Development and Planning under this by-law and while so acting has and may exercise all the rights, power and authority of the Director, Development and Planning as delegated by this by-law subject to the same responsibilities and limitations set out in this by-law. When both the Director, Development and Planning and the Manager, Subdivisions and Development Inspections are absent or their offices are vacant, the Manager, Current Development shall act in the place and stead of the

Director, Development and Planning under this by-law and while so acting has and may exercise all the rights, power and authority of the Director, Development and Planning as delegated by this by-law subject to the same responsibilities and limitations set out in this by-law.”

2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 405
2021

By-law No. C.P.-1455()-__

A by-law to amend By-law No. C.P.-1455-541, as amended, being “A by-law to designate a site plan control area and to delegate Council’s power under Section 41 of the *Planning Act*, R.S.O. 1990, c.P. 13 to change Civic Administration titles to reflect the current organizational structure.

WHEREAS section 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS Council deems it appropriate to amend By-law C.P.-1455-541, as amended, being “A by-law to designate a site plan control area and to delegate Council’s power under Section 41 of the *Planning Act*, R.S.O. 1990, c.P. 13 to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Site Plan Control By-law C.P.-1455-541, as amended, is further amended, as follows:
 - i) by deleting all references to the title, “Managing Director, Development and Compliance and Chief Building Official” and by replacing them with the title “Director, Planning and Development”.
 - ii) by deleting all references to the title, “City Engineer” and by replacing them with the title, “Deputy City Manager, Environment and Infrastructure”.
 - iii) by deleting all references to the title, “Director, Development Services” and by replacing them with the title, “Director, Planning and Development”;
 - iv) by deleting all references to the title, “Manager, Development Planning” and by replacing them with the title, “Manager, Current Development”;
 - v) by deleting all references to the title, “Manager, Development Services (Site Plans)” and by replacing them with the title, “Manager, Planning (Site Plans)”;
 - and,
 - vi) by amending Schedule 3 to the By-law by adding the title “Manager, Planning (Implementation)” to the list of appointed officers of the Corporation.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 406
2021

By-law No. C.P.-1469()-___

A by-law to amend By-law No. C.P.-1469-217, as amended, being “A by-law to require an applicant to consult with the municipality prior to making an application under the *Planning Act*” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS subsections 22(3.1), 34 (10.0.1), 41(3.1) and 51(16.1) of the *Planning Act, 1990*, R.S.O. 1990 c. P.13, as amended (the “Act”), permit Municipal Council, by by-law, to require an applicant to consult with the municipality before submitting a request to amend an Official Plan or before applying for an amendment to the Zoning By-law Z.-1, or before submitting plans and drawings for site plan approval, or before applying for approval of a plan of subdivision or a plan of condominium;

AND WHEREAS the Council deems it appropriate to amend By-law C.P.-1469-217, as amended, being “A by-law to require an applicant to consult with the municipality prior to making an application under the *Planning Act*” to change Civic Administration titles to reflect the current organizational structure;

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

1. By-law C.P.-1469-217, as amended, being “A by-law to require an applicant to consult with the municipality prior to making an application under the *Planning Act*” is further amended by deleting all references to the title “City Planner” and by replacing them with the title “Director, Planning and Development”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 407
2021

By-law No. C.P.-1470()-___

A by-law to amend By-law No. C.P.-1470-218, as amended, being “A by-law to delegate the authority to require an applicant to provide information and material in support of various *Planning Act* applications” to reflect the current organizational structure and other housekeeping changes.

WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, Municipal Council is authorized to delegate its powers and duties under this or any Act to a person or body subject to any restrictions set out;

AND WHEREAS Municipal Council passed By-law No. C.P.-1470-218, as amended, the Complete Application Delegation and Acceptance By-law, delegating, amongst other things, authority to the position of the Director, Planning and Development;

AND WHEREAS Council deems it appropriate to amend By-law C.P.-1470-218, as amended, being “A by-law to delegate the authority to require an applicant to provide information and material in support of various *Planning Act* applications” to reflect the current organizational structure and other housekeeping changes;

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

1. The Complete Application Delegation and Acceptance By-law C.P.-1470-218, as amended, is further amended as follows:

- i) by deleting all references to the title “City Planner” and by replacing them with the “Director, Planning and Development”;
- ii) by deleting all references to the title “Manager, Community Planning” and replacing them with the title “Manager, Community Planning, Urban Design and Heritage”;
- iii) by deleting all references to the title “Director, Development Services”;
- iv) by deleting all references to the title “Manager, Long Range Planning and Research” and replacing them with the title “Manager, Long Range Planning, Research and Ecology”;
- v) by deleting all references to the title “Manager, Urban Regeneration”;
- vi) by adding the following definition to section 1 of the By-law:
“Manager, Subdivision and Development Inspections” shall mean the person who holds the position of “Manager, Subdivision and Development Inspections”;
- vii) by adding the following definition to section 1 of the By-law:
“Manager, Current Development” shall mean the person who holds the position of “Manager, Current Development”; and,
- viii) by deleting section 4.1 Acceptance Authority – Delegation and replacing it with the following new section 4.1:

“4.1 Acceptance Authority - Delegation

The Manager, Current Development; Manager, Subdivision and Development Inspections; Manager Long Range Planning, Research and Ecology; Manager, Community Planning, Urban Design and Heritage may exercise all the rights, powers, and authority of the Director, Planning and Development as delegated by this by-law subject to the same responsibilities and limitations set out in this by-law.”

2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 408
2021

By-law No. C.P.-1502()-___

A by-law to amend By-law No. C.P.-1502-129, as amended, being “A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS subsection 33(1) of the *Ontario Heritage Act*, R.S.O. 1990 c. 0.18, as amended (“the *Ontario Heritage Act*”), the Municipal Council may make decisions in respect to the consent of alterations of property designated under Part IV of the *Ontario Heritage Act*;

AND WHEREAS under subsections 33(15) and 33(16) of the *Ontario Heritage Act*, Municipal Council may by by-law, delegate its powers to consent to all alterations or with respect to such classes of alterations as are described in the by-law by the council of a municipality, to an employee or official of the municipality if the council has established a municipal heritage committee and has consulted with the committee prior to delegating power;

AND WHEREAS Municipal Council enacted By-law No. C.P.-1502-129 being “A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties” on April 14, 2015;

AND WHEREAS the Council deems it appropriate to amend By-law C.P.-1502-129, as amended, being “A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties” to change Civic Administration titles to reflect the current organizational structure;

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

1. By-law C.P.-1502-129, as amended, being “A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties” is further amended deleting all references to the title “City Planner” and by replacing them with the title “Manager, Community Planning, Urban Design and Heritage”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 409
2021

By-law No. C.P.-1555()-__

A by-law to amend By-law No. C.P.-1555-252, being “A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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 pursuant to subsection 135(1) of the *Municipal Act, 2001*, without limiting sections 9 and 10, a municipality may prohibit or regulate the destruction or injuring of trees;

AND WHEREAS the Council deems it appropriate to amend By-law C.P.-1555-252, being “A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

1. The Tree Protection By-law C.P.-1555-252, is amended as follows:
 - i) by deleting the definition of “City Engineer” and by replacing it with the following definition:
“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”; and,
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 410
2021

By-law No. C.P.-1560()-__

A by-law to amend By-law No. C.P.-1560-106, being “A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS the Council deems it appropriate to amend By-law C.P.-1560-106, being “A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure;

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

1. By-law C.P.-1560-106, being “A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate” is amended by deleting all references to the title “City Planner” and by replacing them with the title “Director, Economic Services and Supports”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 411
2021

By-law No. C.P.-1561()-__

A by-law to amend By-law No. C.P.-1561-107, being "A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low vacancy rental rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate" to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate its authority;

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

AND WHEREAS the Council deems it appropriate to amend By-law C.P.-1561-107, being "A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low vacancy rental rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate" to change Civic Administration titles to reflect the current organizational structure;

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

1. The Additional Residential Unit Loan Agreement By-law C.P.-1561-107, is amended by deleting all references to the title "City Planner" and by replacing them with the title "Director, Economic Services and Supports".
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 412
2021

By-law No. CP-17-__

A by-law to amend By-law No. CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*” to change Civic Administration titles to reflect the current organizational structure.

WHEREAS section 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 51.2(1) of the *Planning Act*, R.S.O. c. P.13, as amended, provides that a municipal council may by by-law delegate an appointed officer identified in the by-law either by name or position occupied, the authority to approve plans of subdivision including plans of condominium;

AND WHEREAS Council deems it appropriate to amend By-law CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Subdivision and Condominium Delegation and Approval By-law CP-17, as amended is further amended as follows:
 - i) by deleting all references to the title, “Director, Development Services” and by replacing them with the title “Director, Planning and Development”;
 - ii) by deleting all references to the title, “Manager, Development Planning” and by replacing them with the title, “Manager, Current Development”;
 - iii) by deleting all references to the title, “Manager, Development Engineering” and by replacing them with the title, “Manager, Subdivisions and Development Inspections”; and
 - iv) by deleting all references to the title, “City Engineer” and by replacing them with the title “Deputy City Manager, Environment and Infrastructure”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 413
2021

By-law No. CP-19-

A by-law to amend By-law No. CP-19, as amended, being “A by-law to provide for the licensing and regulation of Residential Rental Units in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001*, as amended, provides that a municipality may provide for a system of licences with respect to a business;

AND WHEREAS the Council deems it appropriate to amend By-law CP-19, as amended, being “A by-law to provide for the licensing and regulation of Residential Rental units in the City of London” to change Civic Administrative titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Residential Rental Units Licensing By-law CP-19, as amended, is further amended as follows:
 - i. by deleting the title “Manager of Licensing & Municipal Law Enforcement” contained in the definition of “Licence Manager” and by replacing it with the title “Director, Municipal Compliance”;
 - ii. by deleting the definition “Manager of By-law Enforcement” and by deleting any references to the title “Manager of By-law Enforcement” throughout the by-law;
 - iii. by deleting the word “District” from the definition of “Medical Officer of Health”; and,
 - iv. by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021

Third Reading – September 14, 2021

Bill No. 414
2021

By-law No. CP-21-__

A by-law to amend By-law No. CP-21 being “A by-law to provide for the licensing and regulation of informal residential care facilities and services in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons, in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

AND WHEREAS subsection 151 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may provide for a system of licences with respect to a business;

AND WHEREAS the Council for the City of London considers it necessary and desirable for the public to regulate informal residential care facilities and services for the purpose of protecting the health, safety and well-being of persons, nuisance control and to address quality of life issues in London’s neighbourhoods;

AND WHEREAS the Council deems it appropriate to amend By-law CP-21, being “A by-law to provide for the licensing and regulation of informal residential care facilities and services in the City of London” to change Civic Administrative titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Informal Residential Care Facility Licensing By-law CP-21 is amended as follows:
 - i) by deleting the definition of “Licence Manager” and by replacing it with the following definition:

“Licence Manager” – defined

“Licence Manager” means the Director, Municipal Compliance or their written designate;
 - ii) by deleting the definition “Chief Municipal Law Enforcement Officer” in its entirety and by deleting any reference to the term “Chief Municipal Law Enforcement Officer” contained in the by-law;
 - iii) by deleting the reference to By-law “CP-16” and by replacing it with By-law “CP-24”; and,
 - iv) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 415
2021

By-law No. CP-22

A by-law to amend By-law No. CP-22, being “A by-law relating to planting and preserving of trees on boulevards in the City of London” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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 pursuant to subsection 135(1) of the *Municipal Act, 2001*, without limiting sections 9 and 10, a municipality may prohibit or regulate the destruction or injuring of trees;

AND WHEREAS the Council deems it appropriate to amend By-law CP-22, being “A by-law relating to planting and preserving of trees on boulevards in the City of London” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Boulevard Tree Protection By-law CP-22, is amended by deleting the definition of “Managing Director” and by replacing it with the following definition:
“Deputy City Manager” means the Deputy City Manager, Environment and Infrastructure or their written designate”.
2. The Boulevard Tree Protection By-law CP-22, is amended by deleting all references to the title “Managing Director” and replacing them with the title “Deputy City Manager”.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 416
2021

By-law No. CP-23-

A by-law to amend By-law No. CP-23, as amended, entitled “A by-law to provide for the Committee of Adjustment and Consent Authority” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS section 44 of the *Planning Act*, R.S.O. 1990 c. P. 13 as amended, provides for a municipality to constitute and appoint a committee of adjustment;

AND WHEREAS section 45 of the *Planning Act*, as amended sets out the powers of a committee of adjustment with respect to minor variance positions;

AND WHEREAS section 5 of the *Planning Act*, as amended, permits municipal council by by-law to delegate the authority under section 53 of the *Planning Act* to a committee of council or to an appointed officer identified in the by-law by name or position occupied;

AND WHEREAS subsection 54(5) of the *Planning Act*, as amended, provides that Municipal Council may by by-law delegate the authority of the council under section 53 of the Act or any part of that authority to an appointed officer identified in the by-law by name or position occupied or to the committee of adjustment;

AND WHEREAS the Council deems it appropriate to amend By-law CP-23, as amended, being “A by-law to provide for the Committee of Adjustment and Consent Authority” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Committee of Adjustment and Consent Authority By-law CP-23, as amended, is further amended deleting all references to the title “Director, Development Services” and by replacing them with the title “Director, Planning and Development”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 417
2021

By-law No. L.-130()-__

A by-law to amend By-law No. L.-130-71, as amended, being “A by-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles fore hire and accessible vehicles fore hire, owners and brokers” to change Civic Administration titles to reflect the current organizational structure.

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 subsection 10(2) of the *Municipal Act, 2001*, as amended, provides that a municipality may pass a by-law respecting: in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business licensing;

AND WHEREAS pursuant to the provisions of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses; and,

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. L.-130-71, as amended, entitled “A by-law to provide for the licensing, regulating and governing of vehicles fore hire, including cabs, accessible cabs, limousines, private vehicles fore hire and accessible vehicles fore hire, owners and brokers” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Vehicle for Hire By-law No. L.-130-71, as amended, is hereby further amended as follows:
 - i) by deleting the title “Chief Municipal Law Enforcement Officer” contained in the definition of “Licence Manager” and by replacing it with the title “Director, Municipal Compliance”; and,
 - ii) by deleting the title “Chief Municipal Law Enforcement Officer in section 5.4 (b) and by replacing it with the title “Director, Municipal Compliance”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second reading – September 14, 2021
Third reading – September 14, 2021

Bill No. 418
2021

By-law No. L.-131()- _____

A by-law to amend By-law No. L.-131-16, as amended, being “A by-law to provide for the Licensing and Regulation of Various Businesses” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 10(2) of the *Municipal Act, 2001*, as amended, provides that a municipality may pass a by-law respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business licensing;

AND WHEREAS pursuant to the provisions of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. L.-131-16, as amended, being “A by-law to provide for the Licensing and Regulation of Various Businesses” to change Civic Administration titles contained in the by-law to reflect the current organizational structure and other housekeeping changes;

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

1. The Business Licensing By-law No. L.-131-16, as amended, is hereby further amended as follows:
 - i) by deleting the words “Services of the City” contained in the definition of “Fire Chief” set out in in Part 1 – Definitions and by replacing them with the word “Department”;
 - ii) by deleting the title “City’s Chief Municipal Law Enforcement Officer” contained in the definition of “Licence Manager” set out in Part 1 – Definitions and by replacing it with the title “Director, Municipal Compliance”;
 - iii) by deleting the definition of “Manager of Municipal Law Enforcement” set out in Part I – Definitions and by replacing it with the following definition:

“Deputy City Manager, Planning and Economic Development” means the Deputy City Manager, Planning and Economic Development” or their written designate;”
 - iv) by deleting the word “District” contained in the definition of Medical Officer of Health set out in Part 1 – Definitions;
 - v) by deleting all references to the title “Manager of Municipal Law Enforcement” and by replacing them with the title, “Deputy City Manager, Planning and Economic Development”;
 - vi) by deleting the definition for “read-o-graph mobile sign” contained in section 1.0 – Definitions of Schedule 6 – Contractor Business and by replacing it with the following definition: “means a temporary sign designed to be readily removed

from one location to another and which does not rely on a building or fixed foundation for its structural support in which the entire sign face is manual changing copy and include T-frame signs greater than 0.6 m²"; and,

- vii) by deleting the reference to section "5.1" contained in section 3.1 of Schedule 17 – Seasonal Sales and by replacing it with section "4.1";

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

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second reading – September 14, 2021
Third reading – September 14, 2021

Bill No. 419
2021

By-law No. PH-3

A by-law to amend By-law No. PH-3, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping of Animals in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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-law;

AND WHEREAS section 23.2 of the *Municipal Act, 2001*, as amended, permits a municipality to delegate certain legislative and quasi-judicial powers, including regulations to prohibit or regulate the keeping of any class of animal within a municipality; providing for animal identification systems; requiring an owner of a dog to keep the dog leashed; requiring the muzzling of leashing of a dog after it has been a person or domestic animal; provide for the licensing of dogs; and prohibiting the running at large of a dog;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PH-3, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping of Animals in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Animal Control By-law No. PH-3, as amended, is hereby further amended as follows:
 - i) by deleting the title “Animal Control Officer” throughout the by-law and by replacing it with the title “Animal Service Officer”;
 - ii) by deleting the definition of “City Representative – defined” and by replacing it with the following new definition:

“City Representative – defined
“City Representative” shall mean the City’s Director, Municipal Compliance or their written representative.”
 - iii) by adding to section 2.8 Class 7 animals, the term “serval cat” before the word “bobcat”;
 - iv) by deleting the term “The London Humane Society Inc.” throughout the by-law and by replacing it with the term “Middlesex London Humane Society”;
 - v) by deleting section 14A.1 in its entirety and by replacing it with the following new section 14.A.1:

“14A.1 Owner – comply with statutory requirements - Provincial Animal Welfare Services Act
Every owner of an animal shall comply with all statutory and regulatory requirements applicable to the ownership of the animal, including the *Provincial Animal Welfare Services Act.*”; and,

vi) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.

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

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 420
2021

By-law No. PH-4-____

A by-law to amend By-law No. PH-4, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping and the Running at Large of Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

AND WHEREAS section 23.2 of the *Municipal Act, 2001*, as amended, permits a municipality to delegate certain legislative and quasi-judicial powers, including regulations to prohibit or regulate the keeping of any class of animal within a municipality; providing for animal identification systems; requiring an owner of a dog to keep the dog leashed; requiring the muzzling of leashing of a dog after it has been a person or domestic animal; provide for the licensing of dogs; and prohibiting the running at large of a dog;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PH-4, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping and the Running at Large of Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Dog Licensing and Control By-law No. PH-4, as amended, is hereby further amended as follows:
 - i) by deleting the title “Animal Control Officer” throughout the by-law and by replacing it with the title “Animal Service Officer”;
 - ii) by deleting the term “The London Humane Society Inc.” throughout the by-law and by replacing it with the term “Middlesex London Humane Society”;
 - iii) by deleting the following sentence from the end of section 4.2: “For licensing purposes, all dogs in excess of the three maximum shall be considered as a third dog.”;
 - iv) by deleting section 4.6 – Compliance – statutory and regulatory requirements in its entirety and by replacing it with the following new section 4.6:

“4.6 Compliance – statutory and regulatory requirements
Every owner of a dog shall comply with all statutory and regulatory requirements applicable to the ownership of a dog, including the “Provincial Animal Welfare Services Act” and its Regulations.”; and,
 - v) by deleting the definition of “City Representative – defined” and by replacing it with the following new definition:

“City Representative – defined

“City Representative” shall mean the City’s Director, Municipal Compliance or their written representative.”

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

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 421
2021

By-law No. PH-5-_____

A by-law to amend By-law No. PH-5, as amended, being “A by-law to provide for the appointment of a Poundkeeper and to regulate the Public Pound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting “economic, social and environmental well-being of the municipality”, “health, safety and well-being of persons”, “protection of persons and property”, and “animals”;

AND WHEREAS the provisions of the *Pounds Act, 1990*, as amended and the *Animals for Research Act, 1990*, as amended, apply with respect to a pound and a poundkeeper;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PH-5, as amended, being “A by-law to provide for the appointment of a poundkeeper and to regulate the Public Pound” to change Civic Administration titles contained in the by-law to reflect the current organizational structure and other housekeeping changes;

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

1. The Public Pound By-law No. PH-5, as amended, is hereby further amended as follows:
 - i) by deleting the title “Managing Director of Development Compliance & Chief Building Official” as set out in section 3.1 of the By-law and by replacing it with the title “Director, Municipal Compliance”; and,
 - ii) by deleting section 4.1 – Services – compensation for – set out – Schedule ‘A’ of the By-law and the related Schedule ‘A’ in its entirety and by replacing it with the following new section 4.1 - Fees:

“4.1 – Fees

Any applicable fees for the provision of services set out in this by-law will be charged in accordance with the City’s various Fees and Charges By-law.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second reading – September 14, 2021
Third reading – September 14, 2021

Bill No. 422
2021

By-law No. PH-6

A by-law to amend By-law No. PH-6, as amended, being “A by-law concerning the provision of vital services and maintenance of suitable heat or leased or rental dwellings” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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 the Council deems it appropriate to amend By-law PH-6, as amended, being “A by-law concerning the provision of vital services and maintenance of suitable heat or leased or rental dwellings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Vital Services By-law PH-6, as amended, is further amended by deleting the definition of “Director” and by replacing it with the following definition:
“Director” means the Director, Municipal Compliance or their written designate”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 423
2021

By-law No. PH-12-____

A by-law to amend By-law No. PH-12, as amended, being "A by-law to provide for the licensing and regulation of Pit Bull Dogs in the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

AND WHEREAS section 23.2 of the *Municipal Act, 2001*, as amended, permits a municipality to delegate certain legislative and quasi-judicial powers, including regulations to prohibit or regulate the keeping of any class of animal within a municipality; providing for animal identification systems; requiring an owner of a dog to keep the dog leashed; requiring the muzzling of leashing of a dog after it has been a person or domestic animal; provide for the licensing of dogs; and prohibiting the running at large of a dog;

AND WHEREAS the province has amended the *Dog Owners' Liability Act* and the *Animals for Research Act*, to restrict and prohibit Pit Bull Dogs, including a requirement to sterilize, muzzle and leash existing Pit Bull Dogs;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PH-12, as amended, being "A by-law to provide for the licensing and regulation of Pit Bull Dogs in the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Pit Bull Dog Licensing By-law No. PH-12, as amended, is hereby further amended as follows:
 - i) by deleting the title "Animal Control Officer" throughout the by-law and by replacing it with the title "Animal Service Officer";
 - ii) by deleting the term "The London Humane Society Inc." throughout the by-law and by replacing it with the term "Middlesex London Humane Society";
 - iii) by deleting section 3.5 (5) in its entirety and by replacing it with the following new section 3.5 (5):

" 3.5 (5) Where the Owner of a Pit Bull dog requests a hearing to determine whether or not to exempt the Owner in whole or in part from the muzzling requirement, the Owner shall first pay the Hearing Fee as set out in the City's Fees and Charges By-law. The decision of the Hearings Officer shall be final and binding. A request of the Owner for a hearing does not act as a stay of the muzzling requirement. An exemption may be granted subject to subject to the requirements to muzzle the dog as contained in the *Dog Owners' Liability Act* and Regulations."; and,

- iv) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.
- 2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 424
2021

By-law No. PH-18-_____

A by-law to amend By-law No. PH-18, as amended, being “A by-law to prohibit and regulate public nuisances within the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 10 of the *Municipal Act, 2001*, as amended, provides that a municipality may pass a by-law respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; Health, safety and well-being of persons; Protection of persons and properties; structures, including fences and signs;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10, a municipality may prohibit and regulate with respect to public nuisances, including matters, that in the opinion of Council, are or could become or cause public nuisances, and the opinion of Council under this section, if arrive at in good faith, is not subject to review by any court;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PH-18, as amended, being “A by-law to prohibit and regulate public nuisances within the City of London: to change Civic Administration titles contained in the by-law to reflect the current organizational structure and other housekeeping changes;

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

1. The Public Nuisance By-law No. PH-18, as amended, is hereby further amended as follows:
 - i) by deleting all references to the title “ Chief Municipal Law Enforcement Officer” and by replacing the references with the title “Director, Municipal Compliance”;
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns; and,
 - iii) by deleting section 6(1) of the By-law in its entirety and by replacing it with the following new section 6(1):

“The Chief of Police, a London Police Service police officer, or a municipal law enforcement officer may temporarily close any Highway or portion thereof to public travel under this By-law where a Nuisance Party is occurring or a Nuisance Party is planned to occur on or adjacent to the Highway, by placing a notice on the Highway to be closed in accordance with the *Municipal Act, 2001*”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 425
2021

By-law No. PR-2-__

A by-law to amend By-law No. PR-2, as amended, being “A by-law to regulate use, protection and regulation of Public Parks and Recreation Areas in the City of London” to change Civic Administration titles to reflect the current organizational structure.

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 subsection 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council deems it appropriate to amend By-law PR-2, as amended, being “A by-law to regulate use, protection and regulation of Public Parks and Recreation Areas in the City of London” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Parks and Recreation Area By-law PR-2, as amended, is further amended by deleting the definition of “Managing Director” and all references to the title and by replacing it with the following definition and title:

“Deputy City Manager - defined means the Deputy City Manager, Environment and Infrastructure or their written designate and the Deputy City Manager, Neighbourhood and Community-wide Services or their written designate.

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 426
2021

By-law No. PS-5-__

A by-law to amend By-law No. PS-5, as amended, being “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 Municipal Council of The Corporation of the City of London wishes to amend By-law No. PS-5, as amended, being “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Swimming Pool Fence By-law No. PS-5, as amended, is hereby further amended by deleting section “6.1 – Boulevard crossing – by vehicles – deposit – calculation” in its entirety and by replacing it with the following new section 6.1:

“6.1 – Boulevard crossing – by vehicles – submit – calculation

Every person erecting, altering, repairing or demolishing a swimming pool fence within the City of London who permits the crossing of curbing, sidewalks or paved boulevards by vehicles delivering materials to, or removing materials from abutting lands shall submit to the Chief Building Official upon application for a swimming pool fence permit and prior to the commencement of any work, a completed undertaking to repair any damage to City property, such as any damage to the sidewalks, curbing or paved boulevard or to any water service box or other service therein caused by the crossing of such vehicles.”

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

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 427
2021

By-law No. PS-113-21

A by-law to amend By-law No. PS-113, as amended, being “A by-law to regulate traffic and the parking of motor vehicles in the City of London, and to repeal By-law No. PS-111, as amended, entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS the Council deems it appropriate to amend By-law PS-113, as amended, being “A by-law to regulate traffic and the parking of motor vehicles in the City of London, and to repeal By-law No. PS-111, as amended, entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Traffic & Parking By-law PS-113, as amended, is further amended as follows:
 - i) by deleting the definition of “City Engineer” and by replacing it with the following definition:
“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”; and,
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 428
2021

By-law No. PS-113-

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."

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. No Parking

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Commissioners Road W	South	Boler Road	A point 130 m west of Lynden Crescent	Anytime
Commissioners Road W	South	A point 60 m west of Lynden Crescent	A point 55 m east of said street	Anytime
St. Julien Street	East	Major Street	Tommy Hunter Way	Anytime

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Acorn Crescent	West, North and East	A point 166 m south of Acorn Crescent (north intersection)	A point 255 m south of Acorn Crescent (north intersection)	Anytime
Buchan Road	South	Kipling Avenue	Bonaventure Drive	Anytime
Clayridge Way	East and South	A point 48 m north of Valhalla Street	A point 86 m north of Clayridge Way	Anytime
Commissioners Road W	South	Boler Road	A point 55 m west of Lynden Crescent	Anytime
Old Garrison Boulevard	Both	Crane Avenue	Crown Grant Road	Anytime
St. Julien Street	East	Major Street	A point 133m south of Tommy Hunter Way	Anytime
Valhalla Street	East and North	Clayridge Way (north intersection)	Clayridge Way (west intersection)	Anytime

2. Stop Signs

Schedule 10 (Stop Signs) of the By-law PS-113 is hereby amended by adding the following rows:

Column 1 Traffic	Column 2 Street	Column 3 Intersection
Eastbound	Brash Drive	Regiment Road
Westbound	Brash Drive	Frontier Avenue
Northbound	Brushland Crescent	Brash Drive (east and west legs)
Westbound	Crane Avenue	Pioneer Parkway
Northbound	Crown Grant Link	Crane Avenue
Southbound	Crown Grant Link	Crown Grant Road
Eastbound	Crown Grant Road	Frontier Avenue
Northbound	Crown Grant Road	Old Garrison Boulevard
Eastbound & Westbound	French Avenue	Frontier Avenue
Westbound	French Avenue	Mersea Street
Eastbound	French Avenue	Regiment Road
Northbound & Southbound	Frontier Avenue	Old Garrison Boulevard
Southbound	Frontier Avenue	Pack Road
Eastbound	Hargrieve Road	Bessemer Road
Northbound & Southbound	Mersea Street	Old Garrison Boulevard
Southbound	Mersea Street	Storey Chase
Southbound	Paulkane Chase	Bateman Trail
Northbound & Southbound	Regiment Road	Old Garrison Boulevard
Southbound	Regiment Road	Pack Road
Eastbound	Storey Chase	Crown Grant Road (east intersection)
Westbound	Storey Chase	Crown Grant Road (west intersection)

3. Yield Signs

Schedule 11 (Yield Signs) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Traffic	Column 2 Street	Column 3 Yield To
Westbound	Crane Avenue	Pioneer Parkway
Eastbound	Hargrieve Road	Bessemer Road
Southbound	Paulkane Chase	Bateman Trail

4. Higher Speed Limits

Schedule 17 (Higher Speed Limits) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Highway	Column 2 From	Column 3 To	Column 4 Maximum Rate of Speed
Bradley Avenue	East City Limit	Pond Mills Road	80 km/h
Bradley Avenue	A point 100 m east of Willow Drive	Pond Mills Road	60 km/h

Schedule 17 (Higher Speed Limits) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Highway	Column 2 From	Column 3 To	Column 4 Maximum Rate of Speed
Bradley Avenue	A point 100 m east of Willow Drive	A point 150 m east of Jackson Road	60 km/h
Bradley Avenue	East City Limit	A point 150 m east of Jackson Road	80 km/h

5. Lawful Use of Space

Schedule 31 (Lawful Use of Space) of the said By-law PS-111 is hereby amended by **deleting** the following row:

Column 1 Lot Number	Column 2 Times	Column 3 Days
9		

Schedule 31 (Lawful Use of Space) of the said By-law PS-111 is hereby amended by **adding** the following row:

Column 1 Lot Number	Column 2 Times	Column 3 Days
9	8 a.m. to Midnight	Monday to Sunday Inclusive

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 429
2021

By-law No. PW-2-_____

A by-law to amend By-law No. PW-2, as amended, being “A by-law to provide for the Regulation and Control of the Storage and Abandonment of Unattended and Unsafe Boxes and Containers” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 Municipal Council of The Corporation of the City of London deems it essential and expedient to regulate and control the storage and abandonment of certain unattended and unsafe boxes and containers by reason of the danger to the health and safety and welfare of the inhabitants of the said City of London and prohibit and abate such public nuisances;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PW-2, as amended, being “A by-law to provide for the Regulation and Control of the Storage and Abandonment of Unattended and Unsafe Boxes and Container” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Abandoned Refrigerator, Freezer and Container By-law No. PW-2, as amended, is hereby further amended as follows:
 - i) by deleting the title “Chief Building Official” throughout the by-law and by replacing it with the title and words “Director, Municipal Compliance or their written designate; and,
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 430
2021

By-law No. PW-12 - _____

A by-law to amend By-law No. PW-12, as amended, being “A by-law to provide for the Regulation and Prohibition of Noise and Sound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 10 of the *Municipal Act, 2001*, as amended, provides that a municipality may pass a by-law respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6 Health, safety and well-being of persons; in paragraph 8 Protection of persons and properties; in paragraph 9 structures, including fences and signs;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate public nuisances, including matters, that in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS section 129 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10, a municipality may prohibit and regulate with respect to noise, vibration; and

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. PW-12, as amended, being “A by-law to provide for the Regulation and Prohibition of Noise and Sound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Sound By-law No. PH-12, as amended, is hereby further amended as follows:
 - i) by deleting all references to the title “Manager of By-law Enforcement” and by replacing them with the title “Director, Municipal Compliance”;
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns; and,
 - iii) by deleting section 4.1(5)(c)(iv) in its entirety.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 431
2021

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Tokala Trail, west of Dalmagarry 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 Tokala Trail, west of Dalmagarry Road, namely:

“All of Block 103 on Registered Plan 33M-685 in the City of London and County of Middlesex..”

2. This by-law comes into force and effect on the day it is passed.

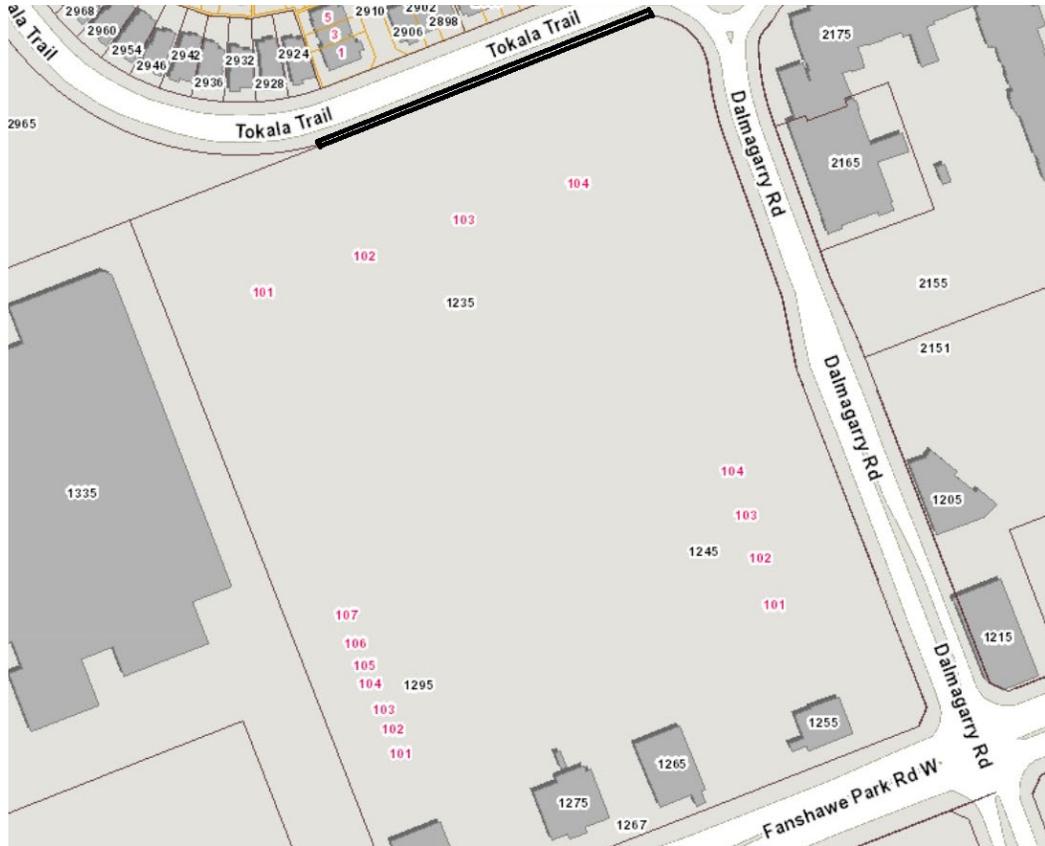
PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 432
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 Southdale Rd East, west of Easy Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Southdale Rd East, west of Easy Street, namely:

“Part of Lot 2 on Registered Plan 646, in the City of London and County of Middlesex, designated as Part 5 on Reference Plan 33R-20720.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading –September 14, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 433
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 Byron Baseline Road, west of Wickerson 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 Byron Baseline Road, west of Wickerson Road, namely:

“Part of Lot 49, Concession 1, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 1, 2, 3 and 4 on Reference Plan 33R-20995.”

2. This by-law comes into force and effect on the day it is passed.

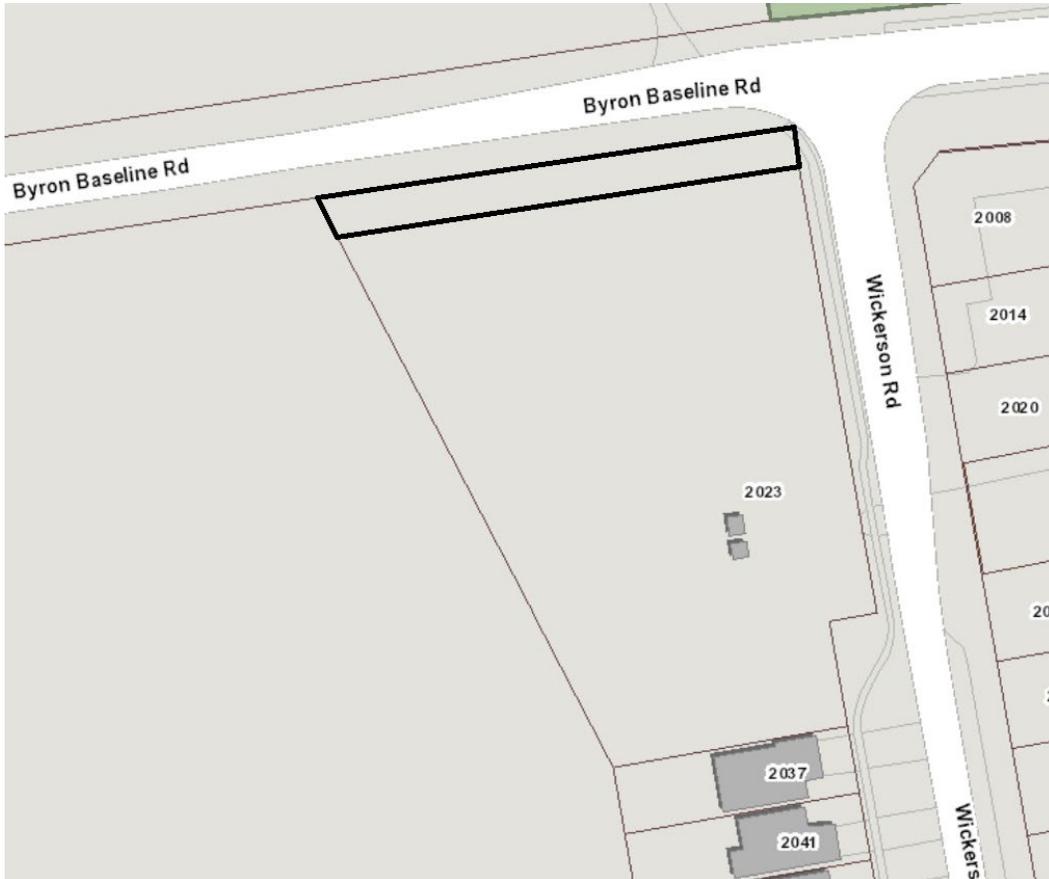
PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading –September 14, 2021

LOCATION MAP



 SUBJECT LANDS

Bill. No. 434
2021

By-law No. S.-5868()-__

A by-law to amend By-law No. S.-5868-183, as amended, being “A By-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 7. Services and things that the municipality is authorized to provide under subsection (1); 8. Protection of persons and property, including consumer protection; 10. Structures, including fences and signs;

AND WHEREAS section 63 of the *Municipal Act, 2001* provides that a by-law may prohibit or regulate the placing or standing of an object on or near a highway, and may provide for the removal and impounding or restraining and immobilizing of any object placed or standing on or near a highway;

AND WHEREAS the Council deems it appropriate to amend By-law S. 5868-183, as amended, being “A By-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Sign By-law S.-5868-183, as amended, is further amended as follows:
 - i. by deleting the definition of “City Engineer” and by replacing it with the following definition:
“City Engineer ”means the Deputy City Manager, Environment and Infrastructure or their written designate”; and,
 - ii. by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 435
2021

By-law No. S-1-___

A by-law to amend By-law No. S-1, as amended, being “A by-law to provide for the regulation of Streets” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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 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: in paragraph 7, Services and things that the municipality is authorized to provide under subsection 10(1);

AND WHEREAS the Council deems it appropriate to amend By-law S-1, as amended, being “A by-law to provide for the regulation of streets” to change Civic Administrative titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Streets By-law S-1, as amended, is further amended as follows:
 - i) by deleting the definition of “City Engineer” and by replacing it with the following definition:

“City engineer” – defined

City engineer shall mean the Deputy City Manager, Environment and Infrastructure or their written designate”;
 - ii) by deleting all gender specific pronouns throughout the by-law and by replacing them with the appropriate gender neutral pronouns;
 - iii) by deleting the words “road maintenance” and by replacing them with the words “pavement degradation” contained in section B.2)2) of Schedule ‘B’;
 - iv) by adding the words “work approval” before the word “permit” and by deleting the word “Various” contained in section B.3) of Schedule ‘B’;
 - v) by deleting the following sentence from section B.4) of Schedule ‘B’: “Where no dates or times are indicated on the permit, the permit shall be valid for 7 days from the date of issuance between 7 a.m. to 6 p.m.”;
 - vi) by deleting section B.5) of Schedule ‘B’ in its entirety and by replacing it with the following new section B.5):

“B.5) Renewal of Work Approval Permit

The work approval permit may be renewed for the number of days indicated on the renewal permit, and upon payment of a fee as set out in Schedule 1 of the City’s Fees and Charges By-law.”;
 - vii) by adding the words “General Liability” in front of the word “Insurance” contained in section B.9) of Schedule ‘B’;

- viii) by deleting all references to the term “Parks and Recreation Department”;
 - ix) by deleting all references to the term “Environmental and Engineering Services Department” and by replacing them with the words “Environment and Infrastructure”; and,
 - x) by deleting all references to the term “City of London Environmental Programs and Customer Relations” and by replacing it with the term “City Engineer or their written designate”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 436
2021

By-law No. S-2-21____

A by-law to amend By-law No. S-2, as amended, being “A by-law to provide for the regulation of the movement of heavy loads and objects over London streets” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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 the Council deems it appropriate to amend By-law S-2, as amended, being “A by-law to provide for the regulation of the movement of heavy loads and objects over London streets” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Heavy Loads on Roads By-law S-2, as amended, is further amended as follows:
 - i) by deleting the definition of “General Manager of Environmental & Engineering Services & City Engineer” and by replacing it with the following definition:
“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”;
 - ii) by deleting the title “General Manager of Environmental & Engineering Services & City Engineer” throughout the by-law and by replacing it with the title “City Engineer”; and,
 - iii) by deleting the term “Parks and Recreation Department” in section 2.5 of the By-law and by replacing it with the term “Neighbourhood and Community-wide Services”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 437
2021

By-law No. W-8-____

A by-law to amend By-law No. W-8, as amended, being “A by-law to provide for the Regulation of Water Supply in the City of London” to change Civic Administration titles to reflect the current organizational structure.

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;

WHEREAS under section 11 of the *Municipal Act, 2001*, a municipality may pass by-laws respecting matters within the sphere of jurisdiction of Public Utilities, which includes a system that is used to provide water services for the public;

AND WHEREAS section 9(1) of the *Municipal Act, 2001* provides that section 11 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and,

AND WHEREAS the Council deems it appropriate to amend By-law W-8, as amended, being “A by-law to provide for the Regulation of Water Supply in the City of London” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Water By-law W-8, as amended, is further amended by deleting the definition of “Engineer” and by replacing it with the following definition:

“Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”;

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 438
2021

By-law No. WM-4-21____

A by-law to amend By-law No. WM-4, as amended, being “A by-law to regulate connections to the Public Sewage Works” to change Civic Administration titles to reflect the current organizational structure.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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 the Council deems it appropriate to amend By-law WM-4, as amended, being “A by-law to regulate connections to the Public Sewage Works” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Drainage By-law WM-4, as amended, is further amended by deleting the definition of “City Engineer” and by replacing it with the following definition:

“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”; and,

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 439
2021

By-law No. WM-12-21 ____

A by-law to amend By-law No. WM-12, as amended, being “A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London” to change Civic Administration titles to reflect the current organizational structure.

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(1) of the *Municipal Act, 2001* provides that section 11 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and,

AND WHEREAS the Council deems it appropriate to amend By-law WM-12, as amended, being “A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Municipal Waste & Resource Material Collection By-law WM-12, as amended, is further amended by deleting the definition of “City Engineer” and by replacing it with the following definition:

“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”;

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

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 440
2021

By-law No. WM-16-__

A by-law to amend By-law No. WM-16, as amended, being “A by-law to provide for the regulation of the discharge of wastes into the public sewage works and of hauled liquid waste” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes.

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(1) of the *Municipal Act, 2001* provides that section 11 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and,

AND WHEREAS the Council deems it appropriate to amend By-law WM-16, as amended, being “A by-law to provide for the regulation of the discharge of wastes into the public sewage works and of hauled liquid waste” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes;

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

1. The Waste Discharge By-law WM-16, as amended, is further amended as follows:
 - i) by deleting the definition of “City Engineer” and by replacing it with the following definition:
“City Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”; and,
 - ii) by deleting the word “manhole” throughout the by-law and by replacing it with the words “maintenance hole”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 441
2021

By-law No. WM-28

A by-law to amend By-law No. WM-28, as amended, being “A by-law for regulation of wastewater and stormwater drainage systems in the City of London” to change Civic Administration titles to reflect the current organizational structure.

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 under section 11 of the *Municipal Act, 2001*, a municipality may pass by-laws respecting matters within the sphere of jurisdiction of Public utilities, which includes systems to provide for services relating to sewage, which is defined to include wastewater and stormwater and other drainage from land and commercial wastes and industrial wastes that are disposed of in a sewage (wastewater or stormwater) system;

AND WHEREAS section 9(1) of the *Municipal Act, 2001* provides that section 11 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council deems it appropriate to amend By-law WM-28, as amended, being “A by-law for regulation of wastewater and stormwater drainage systems in the City of London” to change Civic Administration titles to reflect the current organizational structure;

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

1. The Wastewater & Stormwater By-law WM-28, as amended, is further amended by deleting the definition of “Engineer” and by replacing it with the following definition:

“Engineer” means the Deputy City Manager, Environment and Infrastructure or their written designate”.

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

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

Bill No. 442
2021

By-law No. Z.-1-_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1196 Sunningdale Road West.

WHEREAS Landea Developments Inc. have applied to remove the holding provision from the zoning for the lands located at 1196 Sunningdale Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 1196 Sunningdale Road West, as shown on the attached map, to remove the h and h-100 holding provision so that the zoning of the lands as a Residential R1 (R1-4) Zone and Residential Special Provision R1 (R1-3(8)) comes into effect.
2. This By-law shall come into force and effect on the date of passage.

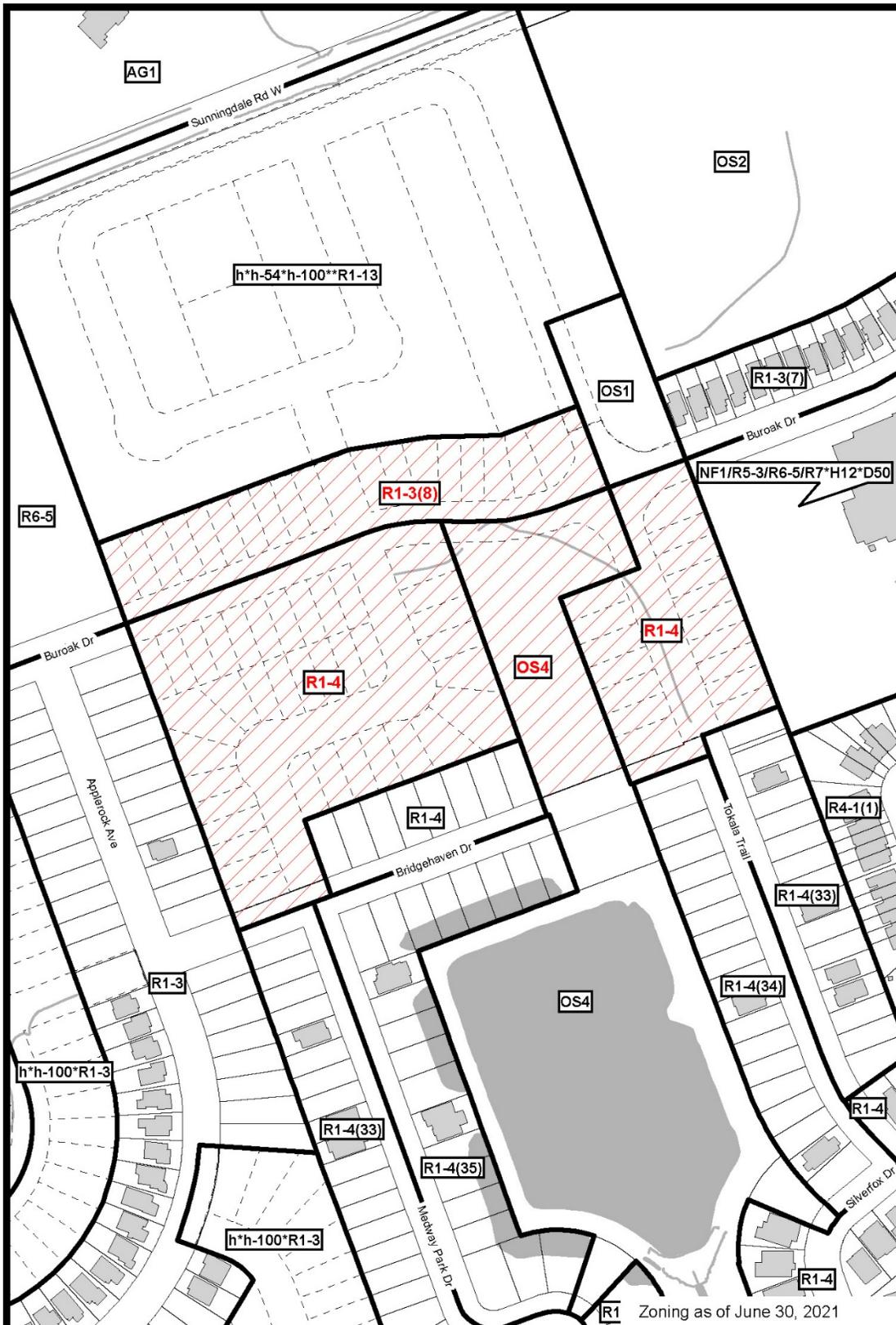
PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



R1 Zoning as of June 30, 2021

File Number: H-9381
 Planner: AC
 Date Prepared: 2021/07/22
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters



Geodatabase

Bill No. 443
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 3557 Colonel Talbot Road.

WHEREAS 1423197 Ontario Inc. (Royal Premier Homes) has applied to remove the holding provision from the zoning for the lands located at 3557 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3557 Colonel Talbot Road, as shown on the attached map, comprising part of Key Map No. 110 to remove the holding provisions so that the zoning of the lands as a Residential R5 Special Provision (R5-6(14)) 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 September 14, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-9364 Planner: SM Date Prepared: 2021/06/07 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,000</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 444
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 496 Dundas Street.

WHEREAS Amiraco Properties Inc. has applied to rezone an area of land located at 496 Dundas Street, as shown on the map attached to this by-law, as set out below.

AND WHEREAS this rezoning conforms with the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 496 Dundas Street, as shown on the attached map, from an Office Residential/Business District Commercial (OR*D250*H46/BDC) Zone to a Business District Commercial Special Provision (BDC(_)*D530*H57) Zone.
2. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following special provisions:

BDC(_)	496 Dundas Street	
a)	Regulations	
i)	Building height (Maximum)	16 storeys or 57 meters (187ft)
ii)	Density (Maximum)	530 units per hectare (214.5 units per acre)
iii)	Off-street parking (Minimum)	153 spaces (ratio of 0.9 parking spaces per unit)
iv)	Interior side yard depth (Minimum)	0.0 meters (0 ft)

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

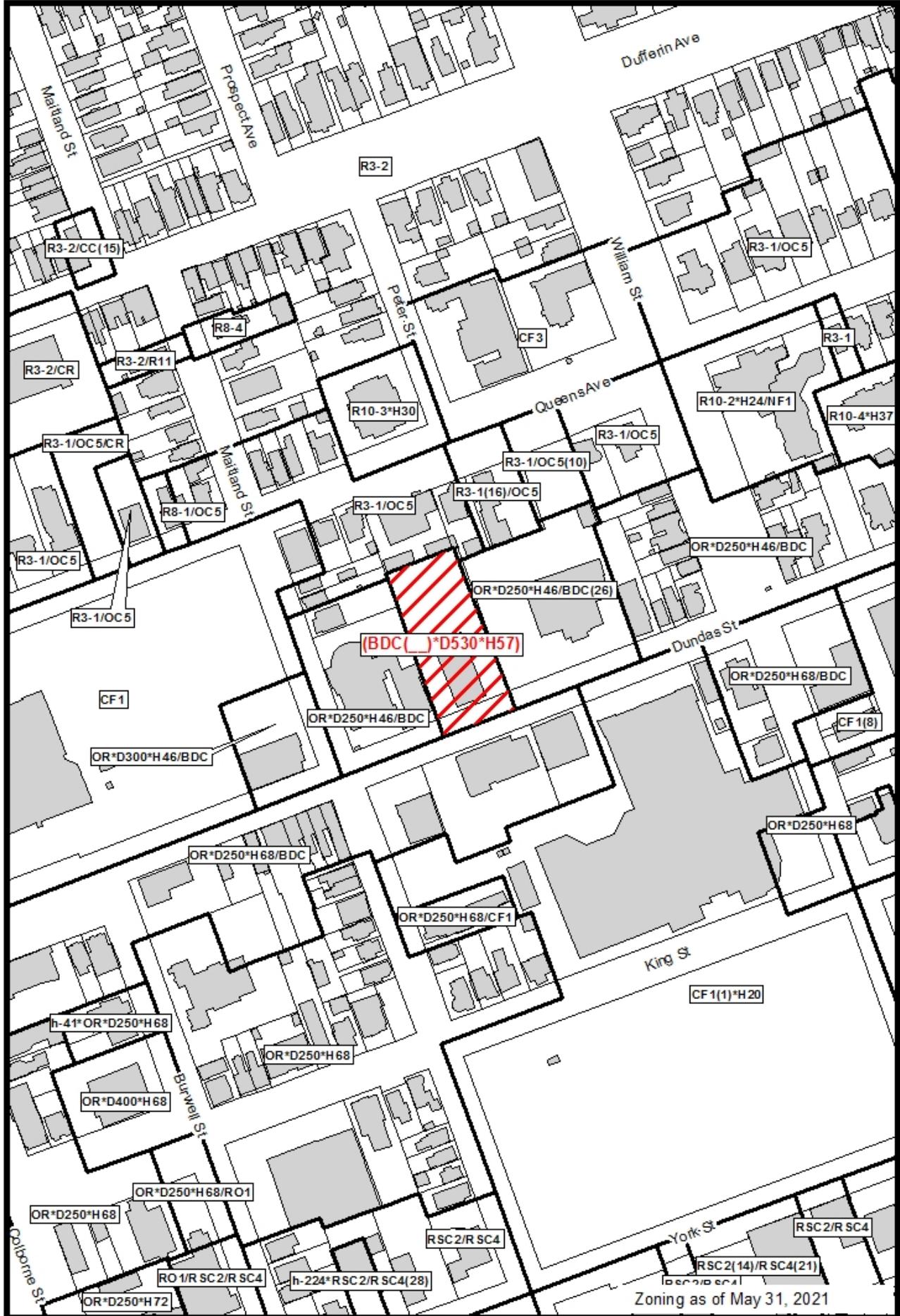
PASSED in Open Council on September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of May 31, 2021

File Number: Z-9347

Planner: ID

Date Prepared: 2021/06/23

Technician: MB

By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters



Bill No. 445
2021

By-law No. A.- ____ - __

A by-law to ratify and confirm the Resolutions
of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the
Business Corporations Act R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act*
provides that a resolution in writing dealing with all matters required by this Act to be
dealt with at a meeting of shareholders, and signed by all the shareholders or their
attorney authorized in writing entitled to vote at the meeting, satisfies all the
requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole
shareholder of London Hydro Inc.;

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

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that
a municipal power shall be exercised by by-law;

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

1. The Resolutions of the Shareholder of London Hydro Inc., attached as
Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual
Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 14th day of September, 2021.

Ed Holder
Mayor

Cathy Saunders
City Clerk

First Reading – September 14, 2021
Second Reading – September 14, 2021
Third Reading – September 14, 2021

SCHEDULE "1"

LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the third class expire at the annual meeting of shareholders held in 2021 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the third class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Third	Tania Goodine	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023.

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the first, second and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
First	Gabriel Valente	the close of the annual meeting of shareholders to be held in 2022 for the financial year ending December 31, 2021
First	Jack Smit	the close of the annual meeting of shareholders to be held in 2022 for the financial year ending December 31, 2021

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Second	Connie Graham	the close of the annual meeting of shareholders to be held in 2023 for the financial year ending December 31, 2022
Second	Guy Holburn	The close of the annual meeting of the shareholders to be held in 2023 for the financial year ending December 31, 2022
Third	Andrew Hrymak	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Fourth	Michael van Holst	the term ending November 15, 2022

APPOINTMENT OF AUDITORS

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2021.

The Corporation of the City of London

By: _____
 Name: Ed Holder
 Title: Mayor

By: _____
 Name: Catharine Saunders
 Title: City Clerk