



Council Agenda

4th Meeting of City Council

February 15, 2022, 4:00 PM

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

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

Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

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

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the purchase of property and settlement of all potential claims located at 220 Wellington Road South, London; potential litigation with respect to claims by A Team London Inc. in respect of property located at 220 Wellington Road South, London; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations in connection with the potential purchase of a property located at 220 Wellington Road South, London. (6.1/3/CSC)

4.2. Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.2/3/CSC)

4.3. Personal Matters/Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.3/3/CSC)

4.4. 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. 2112/19, affecting the municipality in relation to Tender T17-104 Vauxhall WWTP Effluent Pumping Station and Berm. (6.1/3/CWC)

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

A matter pertaining to the security of municipal property; advice that is subject to solicitor-client privilege including communications necessary for that purpose; 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. (6.1/3/SPPC)

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

5.1. 3rd Meeting held on January 25, 2022 10

6. Communications and Petitions

6.1. Draft Climate Emergency Action Plan

(Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item 4 (4.2) of the 3rd Report of the Strategic Priorities and Policy Committee)

1. C. Hansen, EVP & President, Gas Distribution and Storage, Enbridge 72

7. Motions of Which Notice is Given

8. Reports

8.1. 3rd Report of the Community and Protective Services Committee 77

1. Disclosures of Pecuniary Interest
2. (2.2) Single Source Procurement - London Homeless Prevention Housing Allowance Program
3. (2.4) Odell Jalna Social Housing Provider Proposal
4. (2.1) Single Source Award Recommendation for Housing Stability Service Programs Including Outreach, Emergency Shelter and Housing Stability Bank
5. (2.3) End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis
6. (5.1) Deferred Matters List

8.2. 3rd Report of the Corporate Services Committee 81

1. Disclosures of Pecuniary Interest
2. (2.1) Banking Services By-laws – Amendments Due to Appointment of New City Clerk (Relates to Bill No.'s 94 and 95)

3.	(2.2) Considerations and Viability to Implement a Vacant Home Tax in London	
4.	(2.3) Procurement of Goods and Services Policy Revisions Resulting from the Pandemic and Current Business-Related Needs (Relates to Bill No. 93)	
5.	(2.4) Assessment Growth for 2022, Changes in Taxable Phase-In Values, and Shifts in Taxation as a Result of Reassessment	
6.	(4.1) Application - Issuance of Proclamation - Parental Alienation Awareness Day	
7.	(5.1) Corporate Services Committee Deferred Matters List	
8.3.	3rd Report of the Civic Works Committee	86
1.	Disclosures of Pecuniary Interests	
2.	(2.1) Wastewater Treatment Operations Master Plan - Notice of Completion	
3.	(2.2) Sole Source - Organic Rankine Cycle Equipment Service Contract	
4.	(2.3) Amending Agreement to the Services Agreement Between Partner Municipalities and the Ontario Clean Water Agency for Contracted Operations at the Elgin-Middlesex Pumping Station (Relates to Bill No.'s 92 and 113)	
5.	(2.4) 2021 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System	
6.	(2.5) Area Speed Limit Amendments to the Traffic and Parking By-law (Relates to Bill No. 106)	
7.	(2.6) Contract Award: Tender No. 21-109 - Victoria Bridge Replacement	
8.	(2.7) Contract Award: Tender No. 21-117 - East London Link and Municipal Infrastructure Improvements Phase 1	
9.	(2.8) Exclusion of H.I.R.A. Limited from the City of London's Bidding and Tender Processes	
10.	(5.1) Deferred Matters List	
11.	(5.2) 2nd Report of the Cycling Advisory Committee	
12.	(5.3) Municipal Drain Petitions - Scotland Farms	
8.4.	3rd Report of the Strategic Priorities and Policy Committee	92
1.	Disclosures of Pecuniary Interest	
2.	(2.1) Anonymized Application Review for the London Community Grants Program	
3.	(4.1) Strategy to Reduce Core Area Vacancy - Business Case: Core Area Pilot Program	

4. (4.2) Draft Climate Emergency Action Plan
 5. (4.3) A London For Everyone: An Action Plan to Disrupt Islamophobia
 6. (4.4) London and Middlesex Community Housing
 7. (4.5) Consideration of Appointment to the Waste Management Working Group
 8. (4.6) Appointment to the London Downtown Business Association
 9. (4.7) 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee
 10. (4.8) 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee
 11. (4.9) 7th Report of the Governance Working Group
 12. (4.10) Unique Part-Time Role of Council
 13. (5.1) Audit and Accountability Fund - Intake 3 - Transfer Payment Agreement and Single Source Contract Award (Relates to Bill No. 91)
- 8.5. 3rd Report of the Planning and Environment Committee 101
1. Disclosures of Pecuniary Interests
 2. (2.1) 2nd Report of the Environmental and Ecological Planning Advisory Committee
 3. (2.2) 3425 Grand Oak Crossing (H-9414) (Relates to Bill No. 114)
 4. (3.1) Housekeeping Amendment to Secondary Plans (O-9346) (Relates to Bill No.'s 98, 99, 100, 101 and 102)
 5. (3.2) 3207 Woodhull Road (O-9429/Z-9430) (Relates to Bill No.'s 103 and 115)
 6. (3.3) 755-785 Wonderland Road South (O-9409/Z-9410) (Relates to Bill No.'s 96 and 116)
 7. (3.4) 345 Sylvan Street (SPA21-112)
 8. (4.1) Secondary Plan for Meadowlilly Road Area
- 8.6. 4th Report of the Planning and Environment Committee 114
1. Disclosures of Pecuniary Interest
 2. (2.1) 2021 Annual Development Report
 3. (2.2) 2624 Jackson Road and 1635 Commissioners Road East (H-9445) (Relates to Bill No. 117)
 4. (2.3) 751 Fanshawe Park Road West (H-9448) (Relates to Bill No. 118)

- 5. (2.4) 1750 Finley Crescent (P-9369) (Relates to Bill No. 104)
 - 6. (3.1) 2624 Jackson Road and 1635 Commissioners Road East (Z-9449) (Relates to Bill No. 119)
 - 7. (3.2) 475 Grey Street (OZ-9406) (Relates to Bill No.'s 97 and 120)
 - 8. (3.3) 346, 370 and 392 South Street & 351, 373 and 385 Hill Street (Relates to Bill No. 105)
 - 9. (4.1) Inclusionary Zoning
 - 10. (5.1) December, 2021 Building Division Monthly Report
- 8.7. 1st Report of the Audit Committee 123
- 1. (1.1) Disclosures of Pecuniary Interest
 - 2. (1.2) Election of Vice Chair for the term ending November 14, 2022
 - 3. (3.1) Introduction of MNP - Deepak Jaswal, Senior Manager, Enterprise Risk Services, MNP
 - 4. (4.1) Audit Planning Report for the Year Ending December 31, 2021
 - 5. (4.2) London Downtown Closed Circuit Television Program for the Year Ending December 31, 2021
 - 6. (4.3) Internal Audit Dashboard as at January 31, 2022
 - 7. (4.4) Internal Audit Summary Update
 - 8. (4.5) Observation Summary as at October 22, 2021
 - 9. (4.6) Advanced Traffic Management System (ATMS) Project Review
 - 10. (4.7) Fire Process Assessment
 - 11. (4.8) Fleet Allocation and Utilization Management Assessment

9. Added Reports

- 9.1. 4th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

- 12.1. Councillor M. Cassidy - Proclamation Request - International Day of the Elimination of Racial Discrimination 126

13. By-laws

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

13.1.	Bill No. 90 By-law No. A.- _____ - _____ A by-law to confirm the proceedings of the Council Meeting held on the 15th day of February, 2022. (City Clerk)	132
13.2.	Bill No. 91 By-law No. A.- _____ - _____ A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario and The Corporation of the City of London for the provision of funding to undertake the Site Plan Resubmission Process Review under this intake of the Audit and Accountability Fund. (5.1/3/SPPC)	133
13.3.	Bill No. 92 By-law No. A.- _____ - _____ A by-law to approve an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management, for the continued contracted operation of the Elgin-Middlesex Pumping Station. (2.3/3/CWC)	158
13.4.	Bill No. 93 By-law No. A.-6151()- _____ 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 Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy, to provide additional clarity and updates (2.3/3/CSC)	181
13.5.	Bill No. 94 By-law No. A.-7955()- _____ A by-law to amend By-law A.-7955-83, “a bylaw to authorize the Mayor and City Clerk to execute the Resolution Regarding Banking and the Master Client Agreement for Business Client Authorization and any contract or document with the Royal Bank relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program and to authorize the signing of cheques and the withdrawal or transfer of funds.” (2.1a/3/CSC)	229
13.6.	Bill No. 95 By-law No. A.-8047()- _____ A by-law to amend By-law A.-8047-15, “A bylaw to approve an Amending Agreement between the Bank of Nova Scotia and The Corporation of the City of London.” (2.1b/3/CSC)	241
13.7.	Bill No. 96 By-law No. C.P.-1284()- _____ A by-law to amend the Official Plan for the City of London, 1989 relating to 755-785 Wonderland Road South. (3.3a/3/PEC)	245
13.8.	Bill No. 97 By-law No. C.P.-1284()- _____ A by-law to amend the Official Plan for the City of London, 1989, relating	248

	to 475 Grey Street. (3.2a/4/PEC)	
13.9.	Bill No. 98 By-law No. C.P.-1512()- A by-law to amend The London Plan for the City of London, 2016 relating to the McCormick Area Secondary Plan. (3.1a/3/PEC)	251
13.10.	Bill No. 99 By-law No. C.P.-1512()- A by-law to amend The London Plan for the City of London, 2016 relating to the Old Victoria Hospital Lands Secondary Plan. (3.1b/3/PEC)	261
13.11.	Bill No. 100 By-law No. C.P.-1512()- A by-law to amend The London Plan for the City of London, 2016 relating to the Riverbend South Secondary Plan. (3.1c/3/PEC)	270
13.12.	Bill No. 101 By-law No. C.P.-1512()- A by-law to amend The London Plan for the City of London, 2016 relating to the Old East Village Dundas Street Corridor Secondary Plan. (3.1d/3/PEC)	284
13.13.	Bill No. 102 By-law No. C.P.-1512()- A by-law to amend The London Plan for the City of London, 2016 relating to the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan. (3.1e/3/PEC)	287
13.14.	Bill No. 103 By-law No. C.P.-1512()- A by-law to amend The London Plan for the City of London, 2016 relating to 3207 Woodhull Road. (3.2a/3/PEC)	296
13.15.	Bill No. 104 By-law No. C.P.- A by-law to exempt from Part-Lot Control, lands located at 1750 Finley Crescent, legally described as Block 101 in Registered Plan 33M-733. (2.4/4/PEC)	301
13.16.	Bill No. 105 By-law No. L.S.P.- _____ - ____ A by-law to designate 370 South Street (Health Services Building) to be of cultural heritage value or interest. (2.9/17/PEC – 2021)	302
13.17.	Bill No. 106 By-law No. PS-114-21 _____ A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.5/3/CWC)	306
13.18.	Bill No. 107 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 Innovation Drive east of Innovation Gate) (Chief Surveyor – for road widening purposes)	307
13.19.	Bill No. 108 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 King Edward Avenue and Thompson Road) (Chief Surveyor – for road widening purposes,	309

	registered as ER1419534 pursuant to SPA20-054 and in accordance with Z.-1)	
13.20.	Bill No. 109 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Kleinburg Drive) (Chief Surveyor – registration of 33M-787 required 0.3m reserve on abutting plan 33M-749 for unobstructed legal access through a subdivision)	311
13.21.	Bill No. 110 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 Dingman Drive, west of Wellington Road South) (Chief Surveyor – for road widening purposes, registered as ER1403524, pursuant to SPA17-111 and SPA17-117 and in accordance with Z.-1)	313
13.22.	Bill No. 111 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway. (to be known as Campbell Street North) (Chief Surveyor – to provide road access to new developments)	315
13.23.	Bill No. 112 By-law No. W.-5628()-_____ A by-law to amend by-law No. W.-5628-283 being “A by-law to authorize the Sunningdale Road Widening, Phase 3 – Richmond to Wonderland (Project No. TS1496-3).” (6.1/2/CSC)	317
13.24.	Bill No. 113 By-law No. W.- _____ - _____ A by-law to authorize the Kilally South East Basin – SWMF 1 (Project ESSWM-KILSE). (2.3/2/CWC)	318
13.25.	Bill No. 114 By-law No. Z.-1-223 A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3425 Grand Oak Crossing. (2.2/3/PEC)	319
13.26.	Bill No. 115 By-law No. Z.-1-223 A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3207 Woodhull Road. (3.2b/3/PEC)	321
13.27.	Bill No. 116 By-law No. Z.-1-223 A by-law to amend By-law No. Z.-1 to rezone an area of land located at 755-785 Wonderland Road South. (3.3b/3/PEC)	324
13.28.	Bill No. 117 By-law No. Z.-1-223 A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2624 Jackson Road and 1635 Commissioners Road East. (2.2/4/PEC)	327
13.29.	Bill No. 118 By-law No. Z.-1-223 A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at southwest of corner of Sunningdale Road West and Wonderland Road North (formerly known as 751 Fanshawe Park Road West). (2.3/4/PEC)	329

- 13.30. Bill No. 119 By-law No. Z.-1-223 331
A bylaw to amend By-law No. Z.-1 to rezone lands located at 2624 Jackson Road and 1635 Commissioners Road East (Parker Jackson Subdivision – Phase 1). (3.1/4/PEC)
- 13.31. Bill No. 120 By-law No. Z.-1-223 333
A by-law to amend By-law No. Z.-1 to rezone an area of land located at 475 Grey Street. (3.2b/4/PEC)

14. Adjournment



Council Minutes

3rd Meeting of City Council
January 25, 2022, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, S. Hillier

Also Present: S. Corman, M. Schulthess, K. Van Lammeren

Remote Attendance: L. Livingstone, A. Anderson, A. Barbon, G. Barrett, B. Card, M. Corby, J. Davison, K. Dickins, K. Scherr, G. Kotsifas, V. R. C. Smith, B. Somers, B. Warner, R. Wilcox

The meeting is called to order at 4:00 PM; it being noted that the following members attended remotely: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councilor S. Turner disclosed a pecuniary interest in items 4 (4.1) and 5 (4.2) of the 2nd Report of the Strategic Priorities and Policy Committee, having to do with both appointments to the London Public Library Board, by indicating that his wife is an employee of the London Public Library.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: J. Fyfe-Millar

Seconded by: P. Van Meerbergen

That pursuant to section 6.4 of the Council Procedure By-law, a change in order of the Council Agenda BE APPROVED to provide for Stage 4, Council, In Closed Session, and Stage 9, Added Reports, to be considered after Stage 13, By-laws.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

4. Council, In Closed Session

Motion made by: A. Hopkins

Seconded by: S. Hillier

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

4.1. Solicitor-Client Privilege / Litigation or Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation.

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.

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

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

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.

4.5. Personal Matters/Identifiable Individual / Labour Relations

A personal matter about an identifiable individual, including municipal or local board employees and labour relations; and

4.6. Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations.

Motion Passed

The Council convenes in closed session at 5:31 PM with all Members participating.

The Council resumes into public session at 5:55 PM with all Members participating.

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

That the Minutes of the 2nd Meeting held on December 21, 2021, BE APPROVED.

6. Communications and Petitions

Motion made by: P. Van Meerbergen

Seconded by: E. Peloza

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

6.3. Amendments to Members of Council Proof of COVID-19 Vaccination Policy - Refer to Item 12 (4.3) of the 2nd Report of the Corporate Services Committee, including communications.

6.4. Investing in Canada Infrastructure Program: Public Transit Stream Intake 3 - Refer to Item 10 (4.1) of the 2nd Report of the Civic Works Committee, including communications.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

6.1 Expropriation of Lands - Southdale Road West and Wickerson Road Improvements Project (As the "Approving Authority")

Motion made by: S. Hillier

Seconded by: A. Hopkins

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriations Act*, R.S.O. 1990, c.E.26, as amended, for the purpose of considering Communication No. 1 from the Deputy City Manager, Environmental and Infrastructure, with respect to the expropriation of the lands as may be required for the Project known as the Southdale Road West and Wickerson Road Improvements Project.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

Motion made by: P. Van Meerbergen

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Environmental and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director of Realty Services, the following actions be taken with respect to the expropriation of land as may be required for the project known as the Southdale Road West and Wickerson Road improvements project:

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Schedule "A", as appended to the staff report dated January 25, 2022, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

i) the subject lands are required by The Corporation of the City of London for the Southdale Road West and Wickerson Road improvements project;

ii) the design of the project will address the current and future transportation demands along the corridor;

iii) the design is in accordance with the Municipal Class Environmental Assessment Study Recommendations for the Southdale Road West and

Wickerson Road improvements project approved by Strategic Priorities and Policy Committee at the meeting held on February 20, 2019; and,

b) subject to the approval of a) above, a certificate of approval BE ISSUED by the City Clerk on behalf of the Approving Authority in the prescribed form.

It being noted that no requests for Hearings of Necessity were received.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

Motion made by: A. Hopkins

Seconded by: S. Lehman

That the meeting of the Approving Authority BE ADJOURNED and that the Municipal Council reconvene in regular session.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

6.2 Expropriation of Lands - Southdale Road West and Wickerson Road Improvements Project (As the "Expropriating Authority")

Motion made by: J. Fyfe-Millar

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environmental and Infrastructure, with 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 expropriation of land as may be required for the project known as Southdale Road West and Wickerson Road Improvements Project:

a) the proposed by-law as appended to the staff report dated January 25, 2022 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, Southdale Road West and Wickerson Road Improvements Project BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022;

b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;

c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Land; and.

d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the *Expropriations Act*, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

8. Reports

8.1 2nd Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 2nd Report of the Planning and Environment Committee BE APPROVED, excluding Item 14 (4.1).

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

1. (1) Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1761 Wonderland Road North (H-9407) (Relates to Bill No. 78)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Economic Development, based on the application by 1830145 Ontario Limited (York Developments), relating to the property located at 1761 Wonderland Road North, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022, 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 Neighbourhood Shopping Area NSA3 and NSA5 Special Provisions Bonus (h-17*h-103*NSA5(3)/NSA3*B-71) Zone TO a Neighbourhood Shopping Area NSA3 and NSA5 Special Provisions Bonus (NSA5(3)/NSA3*B-71) Zone. (2022-D09)

Motion Passed

3. (2.2) 1150 Fanshawe Park Road East (H-9393) (Relates to Bill No. 79)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Stackhouse Developments (London) Inc., relating to the property located at 1150 Fanshawe Park Road East, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Restricted Office/Convenience Commercial/Residential R8 Special Provision (h-5/h-18/RO2/CC5(1)/R8-4(60)/B-70) Zone TO a Restricted Office/Convenience Commercial/Residential R8 Special Provision RO2/CC5(1)/R8-4(60)/B-70) Zone to remove the h-5 and h-18 holding provisions. (2022-D09)

Motion Passed

4. (2.3) 3924 Colonel Talbot Road (H-9366) (Relates to Bill No. 80)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Ironstone, relating to the property located at 3924 Colonel Talbot Road, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 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 R1/Residential R1 Special Provision/ Residential R4 Special Provision/Residential R6 (h*R1-3(7)) and (h*R1-3/R4-6(16)/R6-5) Zone TO a Residential R1/Residential R1 Special Provision/ Residential R4 Special Provision/Residential R6 (R1-3(7)) and (R1-3/R4-6(16)/R6-5) Zone to remove the "h" holding provision. (2022-D09)

Motion Passed

5. (2.4) 660 Sunningdale Road East (39T-17502)

Motion made by: A. Hopkins

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 Peter Sergautis, for the subdivision of land over Concession 6 S, Part Lot 13, situated on the north side of Sunningdale Road, west of Adelaide Street North, municipally known as 660 Sunningdale Road East:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the Applewood Subdivision, Phase 3 (39T-09501) appended to the staff report dated January 10, 2022 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 January 10, 2022 as Appendix "B"; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2022-D12)

Motion Passed

6. (2.5) 1738, 1742, 1752 and 1754 Hamilton Road (39T-17502)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Thames Village Joint Venture Corp., relating to the lands located at 1738, 1742, 1752 and 1754 Hamilton Road, the Approval Authority BE ADVISED that the Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision SUBJECT TO the previously imposed conditions contained in Appendix "A" (File No. 39T-17502) appended to the staff report dated January 10, 2022. (2022-D12)

Motion Passed

7. (2.6) Strategic Plan Variance Report

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated January 10, 2022, entitled "Strategic Plan Variance Report" BE RECEIVED for information. (2022-C08)

Motion Passed

8. (2.7) Building Division Monthly Report - November 2021

Motion made by: A. Hopkins

That the Building Division Monthly Report for November, 2021 BE RECEIVED for information. (2022-A23)

Motion Passed

9. (3.1) 1389 Commissioners Road East (Z-9446) (Relates to Bill No. 81)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the City-initiated zoning by-law amendment relating to lands located within the Summerside Subdivision – Phase 17, known municipally as 1389 Commissioners Road East, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Residential R1 (R1-3) Zone TO a Residential R1 (R1-2) Zone;

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

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

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;

- the recommended zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential designation; and,
- the zoning will permit single detached dwellings which are considered appropriate and compatible with existing and future land uses in the surrounding area, and consistent with the planned vision of the Neighbourhoods Place Type. (2022-D09)

Motion Passed

10. (3.2) 150 King Edward Avenue (Z-9398) (Relates to Bill No. 82)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by 1767289 Ontario Inc., relating to the property located at 150 King Edward Avenue, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Neighbourhood Shopping Area (NSA1) Zone TO a Neighbourhood Shopping Area Special Provision (NSA3(_)) Zone and a Residential R6 Special Provision (R6-5(_)) 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) orient the ground floor active uses, including commercial units and primary entrances to residential units, towards the King Edward Avenue frontage;
- ii) ensure the public entrance(s) of commercial unit(s) are easily distinguished from residential entrances. Consider locating commercial signages above the commercial units to provide distinction between type(s) of entrance and consider incorporating weather protection (e.g., canopies) above entrances;
- iii) provide direct walkway access from ground floor units (Commercial and Residential) to the public sidewalk along King Edward Avenue frontage;
- iv) ensure that the design of any fourplex end units with elevations flanking the public street are oriented to the street by providing enhanced architectural details, such as wrap-around porches, entrances and a similar number of windows, materials, and articulation as is found on the front elevation; and,
- v) provide safe, convenient, and direct pedestrian connections throughout the site between unit entrances, amenity spaces, parking areas and the city sidewalk;

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

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

- the recommended amendment is consistent with the Provincial

Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;

- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to the Key Directions and Shopping Area Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node designation; and,
- the recommended amendment facilitates the redevelopment of an underutilized parcel of land within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2022-D09)

Motion Passed

11. (3.3) 100 Kellogg Lane (Z-9408) (Relates to Bill No. 83)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by E. & E. McLaughlin Ltd., relating to the property located at 100 Kellogg Lane, the proposed ~~attached~~, revised, proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Business District Commercial Special Provision (BDC1/BDC2(12)) Zone TO a revised Business District Commercial Special Provision (BDC1/BDC2(12)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and the Rapid Transit Corridor Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor designation; and,
- the recommended amendment provides for further compatible adaptive reuse of a large industrial site located within a community in transition, comprised of legacy industrial uses and existing residential and commercial uses. (2022-D09)

Motion Passed

12. (3.4) 1140 Sunningdale Road East (Z-9405) (Relates to Bill No. 84)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the

application by 2839069 Ontario Inc. c/o Royal Premier Homes, relating to the property located at 1140 Sunningdale Road East:

a) the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan), to change the zoning of the subject property FROM a Convenience Commercial Special Provision (CC(14)) Zone, TO a compound Convenience Commercial Special Provision/Residential R8 Special Provision Bonus (CC4(_)/R8-4(_)**•**H16**•**B(_)) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate the development of a mixed-use apartment building, with a maximum density of 100 units per hectare, in general conformity with the Site Plan, Elevations and Renderings ~~attached~~ as Schedule "1" to the amending by-law, and provides for the following:

- 1) Exceptional Site and Building Design
 - i) a building placement that is street-oriented and which reinforces the existing window-street context along Sunningdale Road East to provide for continuity of the built street-wall;
 - ii) the provision of a pedestrian walkway across the front of the subject lands that functions as a continuation of the city sidewalk located west of the subject lands on the north side of Pleasantview Drive, and connecting to the city sidewalk located east of the subject lands on the north side of Sunningdale Road East;
 - iii) the provision of yard depths along all edges of the proposed development to accommodate a landscaped buffer able to support tree growth and screen the proposed development from adjacent residential uses;
 - iv) the provision of enhanced landscaping along Sunningdale Road East to screen any surface parking areas located in the front yard from the city-owned boulevard;
 - v) a well pronounced, street-oriented principal building entrance for residential uses;
 - vi) a well pronounced, street-oriented unit entrance for commercial uses with large expanses of clear glazing, a wrap around canopy and signage;
 - vii) individual ground-floor residential unit access and private individual courtyards on the street-facing (south) elevation;
 - viii) inset balconies to screen views from the proposed development to the existing single detached dwellings to the west; and,
 - ix) a high-level of articulation and architectural detailing on the street-facing front facade for visual interest;
- 2) A minimum of 80% of the required parking spaces provided underground
- 3) A minimum of 5% of the required parking spaces fitted with electric vehicle charging stations
- 4) Provision of Affordable Housing
 - i) a total of two (2) 1-bedroom units will be provided for affordable housing;
 - ii) rents not exceeding 80% of the Average Market Rent for the London Census Metropolitan Area as determined by the Canadian Mortgage and Housing Corporation at the time of building occupancy;
 - iii) the duration of affordability set at 50 years from the point of initial occupancy; and,
 - iv) the proponent is to enter into a Tenant Placement Agreement

with the Corporation of the City of London to align the affordable units with priority populations;

it being noted that the following site plan matter(s) was (were) raised during the application review process to be addressed through the Site Plan Approval process:

- i) the noise recommendations and warning clauses contained in the Environmental Noise Assessment Report – 1140 Sunningdale Road East prepared by Strik Baldinelli Moniz Ltd. dated May 2021 assessing predicted noise levels resulting from road traffic volumes (Sunningdale Road East) on the proposed development be considered by the Site Plan Approval Authority for inclusion in any Site Plan and Development Agreement;
- 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 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, as it will contribute to the mix of residential types and housing options (including affordable housing) available to address diverse housing needs; is a compact form of development that will use land, infrastructure, and public service facilities efficiently; and provides for infill and residential intensification at an appropriate location identified and supported by municipal policy directions;
- the recommended amendment conforms to the in-force policies of The London Plan that contemplate low-rise apartment buildings as a primary permitted use on lands identified as Neighbourhoods and located on major streets. The proposed convenience commercial use will be scaled appropriately for the in-force policies that aim to achieve an appropriate range of commercial uses, including retail, service, and office uses, within the Neighbourhoods Place Type. The proposed development will provide for residential intensification in a form that can minimize and mitigate the impacts of the development on adjacent properties thereby being sensitive, compatible and a good fit with its context;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan that contemplates low-rise apartment buildings as primary permitted uses and convenience commercial uses as secondary permitted uses on lands identified as Multi-Family, Medium Density Residential on major streets. Convenience commercial uses are contemplated as stand-alone uses or on the ground floor of apartment buildings. The proposed development will provide for convenience commercial uses that are appropriately sized and neighbourhood-oriented serving the needs of the surrounding residents;
- the proposed development is eligible for bonus zoning under the bonus zoning criteria in the 1989 Official Plan and will secure public benefit and site and building design elements that are commensurate to the additional building density;
- the use of bonus zoning will secure two (2) affordable housing units within the proposed development in support of Municipal Council's commitment to the Housing Stability Action Plan, Strategic Area of Focus 2: Create More Housing Stock to meet current and future needs for affordable housing; and,

- the use of bonus zoning will secure electric vehicle charging stations for residents in support Municipal Council's commitment to minimizing and mitigating climate change. (2022-D09)

Motion Passed

13. (3.5) 257-263 Springbank Drive (O-9354/Z-9355) (Relates to Bill No.'s 71 and 85)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application by Anast Holdings Inc., relating to the property located at 257-263 Springbank Drive:

a) the proposed by-law appended to the revised staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend the Official Plan (1989) to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" to permit a residential apartment building with a maximum building height of 5-storeys - 20 metres (northerly half)/6-storeys - 23 metres (southerly half) and with a maximum density of 137 units per hectare within the Auto-Oriented Commercial Corridor designation to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan; and,

b) the ~~attached~~, revised, proposed by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Arterial Commercial Special Provision (AC2(2)) Zone TO a Holding Residential R9 Special Provision (h-5*R9-7()) Zone;

it being noted that the h-5 holding provision being included in this recommendation is for a public site plan meeting to include the following issues raised at the public participation meeting, but not limited to fencing, tree preservation, garbage storage and garbage collection and snow removal and snow loading;

it being further 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 west, and north property boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;
- ii) ensure the tree preservation report has been updated, consent has been granted from Forestry Operations to remove any boulevard trees and vegetation, and a risk assessment of trees prior to construction and anticipated with construction is conducted;

c) 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-laws as the recommendation implements the same number of proposed units of 38 for which public notification has been given;

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 (PPS), 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 Urban Corridor Place Type policies. It also conforms with the in-force policies but not limited to the Key Directions, and City Design policies;
 - the recommended amendment meets the criteria for Specific Area Policies and will align the 1989 Official Plan with The London Plan;
 - 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 an apartment building, at an intensity that is appropriate for the site and surrounding neighbourhood.
- (2022-D09)

Motion Passed

15. (4.2) 1st Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 1st Report of the Trees and Forests Advisory Committee, from its meeting held on December 22, 2021:

a) the following actions be taken with respect to the Green Roofs Update:

- i) the Civic Administration BE REQUESTED to include a discussion paper, as a part of the ReThink Zoning process, that is dedicated to the issues of environmental sustainability and climate change; and,
- ii) the Civic Administration BE REQUESTED to provide a clear definition of Green Roofs for the ReThink Zoning process;

it being noted that G. Barrett, Director, Planning and Development, provided a verbal update with respect to this matter;

it being further noted that the Civic Administration will engage with the Trees and Forests Advisory Committee as part of the consultation process for ReThink Zoning;

b) the amended document appended to the 1st Report of the Trees and Forests Advisory Committee, with respect to the Trees and Forests Advisory Committee (TFAC) Draft Comments Regarding the Tree Planting Strategy Update, BE REFERRED to Civic Administration for their consideration;

it being noted that A. Valastro will submit an additional recommendation, with respect to this matter, at the next TFAC meeting; and,

c) clauses 1.1, 2.1 and 2.2, inclusive, BE RECEIVED for information.

Motion Passed

14. (4.1) 1st Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on December 16, 2021:

- a) the Working Group report relating to the property located at 952 Southdale Road West BE FORWARDED to the Civic Administration for consideration;
- b) the proposed "London's Bird-Friendly Skies" brochure BE AMENDED to include images of bird friendly residential windows and an explanation of why the markers are important; it being noted that the Environmental and Ecological Advisory Committee held a general discussion with respect to this matter; and,
- c) clauses 1.1, 2.1 to 2.4, inclusive, and 4.1 BE RECEIVED for information.

Amendment:

Motion made by: A. Hopkins

Seconded by: E. Pelozza

That part b) of clause 4.1, pertaining to the 1st Report of the Environmental and Ecological Planning Advisory Committee, BE AMENDED to read as follows:

"b) the Civic Administration BE REQUESTED to consider the inclusion of images of bird-friendly residential windows along with an explanation of why the markers are important;"

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and J. Fyfe-Millar

Nays: (1): S. Hillier

Absent: (1): M. Cassidy

Motion Passed (13 to 1)

Motion made by: S. Lewis

Seconded by: E. Pelozza

That Item 14(4.1) BE APPROVED, as amended:

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on December 16, 2021, as amended as follows:

- a) the Working Group report relating to the property located at 952 Southdale Road West BE FORWARDED to the Civic Administration for consideration;
- b) the Civic Administration BE REQUESTED to consider the inclusion of images of bird-friendly residential windows along with an explanation of why the markers are important; and,
- c) clauses 1.1, 2.1 to 2.4, inclusive, and 4.1 BE RECEIVED for information.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

Clause 4.1, as amended, reads as follows:

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on December 16, 2021, as amended as follows:

- a) the Working Group report relating to the property located at 952 Southdale Road West BE FORWARDED to the Civic Administration for consideration;
- b) the Civic Administration BE REQUESTED to consider the inclusion of images of bird-friendly residential windows along with an explanation of why the markers are important; and,
- c) clauses 1.1, 2.1 to 2.4, inclusive, and 4.1 BE RECEIVED for information.

8.2 2nd Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the following clauses of the 2nd Report of the Community and Protective Services Committee BE APPROVED: Items 1 through 5, inclusive.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

1. (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) Strategic Plan Variance Report

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services and the City Manager, the staff report, dated January 11, 2022, with respect to the Strategic Plan Progress Variance Report, BE RECEIVED. (2021-C08)

Motion Passed

3. (4.1) 1st Report of the London Housing Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 1st Report of the London Housing Advisory Committee, from its meeting held on December 8, 2021:

- a) the following actions be taken with respect to the staff report dated November 23, 2021, related to the Proposed Implementation of the “Roadmap to 3,000 Affordable Units” (Roadmap) Action Plan:
 - i) the Civic Administration BE REQUESTED to attend a future meeting of the London Housing Advisory Committee to provide an update on the status of the implementation of the plan; and,
 - ii) the above-noted report BE RECEIVED; and,
- b) clauses 1.1, 2.1, 3.1, 3.2, 4.2 and 4.3 BE RECEIVED.

Motion Passed

4. (4.2) 1st Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 1st Report of the Animal Welfare Advisory Committee, from its meeting held on December 9, 2021:

- a) the following actions be taken with respect to the Budget Request - Coyote Signage:
 - i) the Civic Administration BE REQUESTED to issue a Public Service Announcement with respect to the placement of the updated coyote signs in City parks; and,
 - ii) the Civic Administration BE REQUESTED to issue a Public Service Announcement during the spring and fall seasons as part of an awareness campaign to inform residents of the seasonal milestones for canids;
- b) the Civic Administration BE REQUESTED to undertake an awareness campaign following the installation of the recycling receptacles for the Clear Your Gear program; it being noted that the Animal Welfare Advisory Committee will continue to engage with Civic Administration with respect to the placement of the recycling receptacles;
- c) the Civic Administration BE ADVISED that the Animal Welfare Advisory Committee (AWAC) will compile and provide information with respect to pet safety tips for inclusion on the Fireworks By-law brochure;

it being further noted that AWAC will continue to conduct research on the effects of fireworks on wildlife and pets in order to provide a formal recommendation to Council with respect to potential changes to the Fireworks By-law; and,

- d) clauses 1.1, 3.1, 4.1 and 5.4 BE RECEIVED.

Motion Passed

5. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at December 15, 2021, BE RECEIVED.

Motion Passed

8.3 2nd Report of the Corporate Services Committee

Motion made by: S. Lewis

That the following clauses of the 2nd Report of the Corporate Services Committee BE APPROVED: Items 1 through 13, inclusive, except Item 12(4.3).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Report of the Federation of Canadian Municipalities Board of Directors -Hybrid Meeting - November 24-25, 2021

Motion made by: S. Lewis

That the communication from Councillor J. Morgan regarding the Federation of Canadian Municipalities (FCM) Board of Directors update on board activities from the virtual meeting held on November 24-25, 2021 BE RECEIVED for information.

Motion Passed

3. (2.2) Argyle Business Improvement Area 2022 Proposed Budget – Municipal Special Levy (Relates to Bill No. 66)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Argyle Business Improvement Area:

a) the Argyle Business Improvement Area proposed 2022 budget submission in the amount of \$283,000 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Argyle

Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$215,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law A.-6873-292 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the Argyle Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

4. (2.3) Hamilton Road Business Improvement Area 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 67)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hamilton Road Business Improvement Area:

a) the Hamilton Road Business Improvement Area proposed 2022 budget submission in the amount of \$121,414 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Hamilton Road Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$70,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law C.P.-1528-486 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

5. (2.4) Hyde Park Business Improvement Area 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 68)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hyde Park Business Improvement Area:

a) the Hyde Park Business Improvement Area proposed 2022 budget submission in the amount of \$553,810 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Hyde Park

Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$484,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the Hyde Park Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

6. (2.5) London Downtown Business Association 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 69)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the London Downtown Business Association:

a) the London Downtown Business Association proposed 2022 budget submission in the amount of \$1,845,838 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by the Corporation of the City of London for the 2022 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$1,905,238;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the London Downtown Business Association BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

7. (2.6) Old East Village Business Improvement Area 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 70)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Old East Village Business Improvement Area:

a) the Old East Village Business Improvement Area proposed 2022 budget submission in the amount of \$240,350 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$42,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule "C" with respect to Municipal Special Levy for the Old East Village Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

8. (2.7) Strategic Plan Variance Report

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the staff report dated January 10, 2022 regarding the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

9. (2.8) Election Sign By-law Update

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated January 10, 2022 as Appendix 'C' BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to repeal By-law No. E-185-537, being the "Election Sign By-law" and to replace it with a new Election Sign By-law.

Motion made by: S. Lewis

That the draft by-law BE REFERRED back to the Civic Administration in order to consider the following changes to the draft by-law:

a) maintaining the setback distance at the current at 3 metres (section 4.5 b);

b) maintaining the current removal period at 96 hrs (section 3.4);

c) incorporate clarification around signage of a campaign office, that allows signs on the property without being physically attached to the building;

d) maintaining the current height restriction of 1.8m in the 5-8m of the roadway regulation (section 4.6 a);

e) amend the distance between election signs of the same candidate to 100 metres (section 4.5 i); and,

f) change the Election Sign permission to be placed no earlier than 1 week prior to nomination day for nominated candidates;

it being noted that there will be a report back to the Corporate Services Committee with respect to the above-noted proposed changes, as well as information related to impacts of any proposed changes.

Motion Passed

10. (4.1) 1st Report of the County/City Liaison Committee

Motion made by: S. Lewis

That the following actions be taken with respect to 1st Report of the County/City Liaison Committee from its meeting held on December 16, 2021:

a) the following actions be taken with respect to Land Ambulance Dispatch:

i) the Council of the County of Middlesex and the Council of the City of London BE REQUESTED to send letters to Minister Christine Elliott in support of the following Land Ambulance Dispatch Project Pilot program as proposed by Middlesex County, substantially in the following form:

“The Council of the [County of Middlesex / City of London] supports Middlesex County’s proposal from 2019 to the Ministry, to assume responsibility for dispatching and managing deployment of ambulance resources within the County of Middlesex, City of London, County of Huron and surrounding area.

We support the notion that Middlesex County would provide the services better, faster and more safely than the status quo. Further benefits from adopting Middlesex’s proposal include:

- upgrade of technology to allow for better communications and tracking of ambulances;
- demonstration of innovation and providing the Province with an opportunity to assess new dispatch models; and
- addressing numerous local concerns regarding the quality of ambulance dispatch.

The [County of Middlesex / City of London] stands to benefit from the innovation and leadership demonstrated through this proposal.”

ii) the verbal update provided by B. Rayburn and ~~attached~~ presentation from N. Roberts with respect to the Middlesex London Paramedic Services dispatch business case, Middlesex London Paramedic Service Communication Centre Pilot, BE RECEIVED; and

b) clauses 1.1 and 4.4 BE RECEIVED.

Motion Passed

11. (4.2) Application – Issuance of Proclamation - Black History Month

Motion made by: S. Lewis

That based on the application dated December 20, 2021 from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, the month of February 2022 BE PROCLAIMED as Black History Month.

Motion Passed

13. (5.1) Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia

Motion made by: S. Lewis

That based on the application from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, January 29, 2022 BE PROCLAIMED as National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia.

Motion Passed

12. (4.3) Amendments to Members of Council Proof of COVID-19 Vaccination Policy (Relates to Bill No. 72)

Motion made by: S. Lewis

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

a) on the recommendation of the City Clerk, the proposed by-law, as appended to the staff report dated January 10, 2022 to amend the "Members of Council Proof of COVID-19 Vaccination Policy", BE INTRODUCED at the Municipal Council Meeting to be held on January 25, 2022; and,

b) that NO ACTION be taken with respect to the communications dated December 23, 2021 and January 6, 2022 from Councillor M. van Holst.

it being noted that the communications referred from Stage 6 from Councillor van Holst and G. Harper were received.

Yeas: (13): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): M. van Holst

Absent: (1): M. Cassidy

Motion Passed (13 to 1)

8.4 2nd Report of the Civic Works Committee

At 4:43 PM, Councillor M. Cassidy enters the meeting.

Motion made by: E. Pelozza

That the following clauses of the 2nd Report of the Civic Works Committee BE APPROVED: Items 1 through 11, inclusive, excluding Item 10(4.1).

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

Motion Passed (15 to 0)

1. (1) Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that there were no pecuniary interests disclosed.

Motion Passed

2. (2.1) 1st Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the 1st Report of the Cycling Advisory Committee, from its meeting held on December 15, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Award of Engineering Services to Complete Environmental Protection Act and Other Approvals for the Proposed Expansion of W12A Landfill

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 January 11, 2022, related to the studies and documentation required to obtain approval for the Proposed Expansion of the W12A Landfill once the Environmental Assessment Study Report has been submitted to the Ministry of Environment, Conservation and Parks:

a) Golder Associates Ltd. BE APPOINTED to complete the studies and documentation required to obtain Environmental Compliance Approvals for the Proposed Expansion of the W12A Landfill Site under the Environmental Protection Act for Waste and Air and under the Ontario Water Resource Act for the Stormwater Management Ponds, in the total amount of \$454,177.80, including a contingency of \$75,696.30, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

b) Dillon Consulting Ltd. BE APPOINTED to complete the studies and documentation required to obtain Environmental Compliance Approvals for the Proposed Expansion of the W12A Landfill Site under the Ontario Water Resource Act for the leachate pumping station, in the total amount of \$102,832.00, including a contingency of \$17,139.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) AECOM Canada Ltd. BE APPOINTED to carry out the studies and documentation required to obtain approvals under the Endangered Species Act for the protection of Species of Risk identified and listed in the Environmental Assessment Study Report for the Proposed Expansion of the W12A Landfill, and to provide the documentation required with respect to preservation of the Natural Environment to obtain Environmental Compliance Approvals, in the total amount of \$99,028.73, including a contingency of \$14,678.44, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

d) Comcor Environmental Ltd. BE APPOINTED to carry out preparation of supporting documents as part of the Design and

Operation Report for the Environmental Compliance Approval - Waste application, and to carry out detailed design for the initial landfill gas collection system expansion construction, in the total amount of \$102,354.00, including a contingency of \$17,059.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

e) the financing for the work, as identified in parts a), b), c) and d) above, BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;

f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases; and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.

Motion Passed

4. (2.3) Appointment of Consulting Engineer for the Kilally Infrastructure Works Detailed Design

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 January 11, 2022, related to the appointment of consulting services for the Kilally Infrastructure Works project:

a) Stantec Consulting Ltd. BE APPOINTED consulting engineers to complete the detailed design for the Kilally Infrastructure Works project in accordance with the estimate, on file, at an upset amount of \$719,535, including 20% contingency, 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) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.(2021-T05)

Motion Passed

5. (2.4) Upper Thames River Conservation Authority and City of London Flood Protection Projects: West London Dyke - Phase 7 Increase to Consulting Fees

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 January 11, 2022, related to the increasing the existing contract for the Phase 7 West London Dyke project:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the added consulting and detailed design works for Phase 7 of the West London Dyke on behalf of the City by increasing the City's share by \$72,174.66, 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) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with 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-E21/F11A)

Motion Passed

- 6. (2.5) Report on Emergency Repairs to Pumps at Wonderland Pumping Station

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated January 11, 2022, related to emergency repairs to the Wonderland Pumping Station pumps that were undertaken without competitive procurement but in accordance with Section 14.2 of the City of London's Procurement of Goods and Services Policy, BE RECEIVED.

Motion Passed

- 7. (2.6) Strategic Plan Variance Report

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated January 11, 2022, related to the Strategic Plan Progress Variance BE RECEIVED for information. (2021-C08)

Motion Passed

8. (2.7) Ontario Regulation (O.Reg.) 406/19 - On-Site and Excess Soil Management

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated January 11, 2022, related to the Ontario Regulation (O.Reg.) 406/19 (On-site and Excess Soil Management), BE RECEIVED for information. (2021-E05)

Motion Passed

9. (3.1) Environmental Assessment Study Report for the Environmental Assessment of the Proposed W12A Landfill Expansion

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 January 11, 2022, related to the Environmental Assessment Study Report for the Environmental Assessment of the Proposed W12A Landfill Expansion

a) the Environmental Assessment Study Report BE APPROVED; and,

b) the Civic Administration BE AUTHORIZED to submit the Environmental Assessment Study Report to the Ministry of Environment, Conservation and Parks for approval by the Minister of the Environment, Conservation and Parks;

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

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at December 23, 2021, BE RECEIVED.

Motion Passed

10. (4.1) Investing in Canada Infrastructure Program: Public Transit Stream Intake 3

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Civic Administration BE DIRECTED to submit the projects identified in the staff report dated January 11, 2022 to Intake 3 of the Public Transit Stream of the Investing in Canada Infrastructure Program (ICIP);

it being noted that the communication from A. Oudshoorn, with respect to this matter, was received; it being further noted that the

communications referred from Stage 6 from Councillor van Holst, W. Brock, C. Butler and M. Miksa were received.

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

Motion Passed (15 to 0)

8.5 2nd Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the following clauses of the 2nd Report of the Strategic Priorities and Policy Committee BE APPROVED: Items 1, 2, 3.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that Councilor S. Turner disclosed a pecuniary interest in items 4.1 and 4.2, having to do with both having to do with appointments to the London Public Library Board, by indicating that his wife is employee of the London Public Library.

Motion Passed

2. (2.1) Resignation from the Argyle Business Improvement Association

Motion made by: J. Morgan

That the communication dated January 4, 2022 from R. Sidhu, Executive Director, Argyle BIA with respect to the resignation of Melanie O'Brien (Madison's Boutique & Consignment) BE RECEIVED.

Motion Passed

3. (2.2) Re-Establishment of the Waste Management Working Group

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Waste Management Working Group BE RE-ESTABLISHED, in accordance with the Terms of Reference as appended to the related staff report dated January 18, 2022.

Motion Passed

4. (4.1) London Public Library Board

Motion made by: J. Morgan

That the following actions be taken with respect to Council appointments to the London Public Library Board:

- a) the resignation of Councillor S. Lewis, from the London Public Library Board BE ACCEPTED; and,
- b) Councillor J. Fyfe-Millar BE APPOINTED to the London Public Library Board, for the term ending November 14, 2022; it being noted that the Strategic Priorities and Policy Committee received a communication dated December 9, 2021 from Council S. Lewis with respect to his resignation.

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

Recuse: (1): S. Turner

Motion Passed (14 to 0)

5. (4.2) London Public Library Board Vacancy

Motion made by: J. Morgan

That the following actions be taken with respect to Council appointments to the London Public Library Board:

- a) the re-submitted communication dated November 18, 2021 from M. Ciccone, CEO & Chief Librarian, London Public Library BE RECEIVED; and,
- b) Scott Andrew Collyer BE APPOINTED to the London Public Library Board, for the term ending November 14, 2022.

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

Recuse: (1): S. Turner

Motion Passed (14 to 0)

6. (4.3) Full-Time Compensation Determination

Motion made by: J. Morgan

That the communication from Councillor M. van Holst, dated January 9, 2022, with respect to typical daytime office hours, BE RECEIVED and no action be taken.

Yeas: (12): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (3): M. van Holst, S. Lewis, and M. Hamou

Motion Passed (12 to 3)

7. (5.1) 6th Report of Governance Working Group

Motion made by: J. Morgan

That the 6th Report of the Governance Working Meeting from its meeting held on January 6, 2022 BE RECEIVED for information.

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

Motion Passed (15 to 0)

13. By-laws

Motion made by: S. Turner

Seconded by: P. Van Meerbergen

That the Introduction and First Reading of Bill No's 65 to 85, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Hillier

Seconded by: J. Fyfe-Millar

That the Second Reading of Bill No's 65 to 85, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: M. Hamou

That the Third Reading and Enactment of Bill No's 65 to 85, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

9. Added Reports

9.1 3rd Report of Council in Closed Session

1. Partial Property Acquisition – 85 Sunningdale Road – Sunningdale Road Improvements Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, with respect to the acquisition of a portion of property from 85 Sunningdale Road, further described as

Part of Lot 56, RCP 1029, being part of PIN 08069- 0051, designated as Part 11, Plan 33R-20957, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Barvest Realty Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$500,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement;
- b) the Grant of Temporary Easement and Consent to Enter, attached as Appendix "C", submitted by Barvest Realty Inc. (the "Vendor"), for the sum of \$54,000.00, for the term of twenty-four months (24) with an option to renew for twelve (12) months for an additional \$27,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement, and
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

2. Sale of City-Owned Surplus Property – 2 Saunby 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 property located at 2 Saunby Street, further described as Part 1, Plan 33R-20979, being the part of PIN 082470126 (LT), containing approximately 0.227 acres, the offer submitted by Mackenzie Hirschberger (the "Purchaser") to purchase the subject property from the City, for the sum of \$665,000.00 BE ACCEPTED, subject to the following conditions:

- a) the Purchaser acknowledging that the property is being purchased on an "As-Is" basis;
- b) the Purchaser retaining the right prior to close to assign the Agreement;
- c) the City acknowledging all costs for discharging financing is a Seller responsibility; and
- d) the Purchaser having the right to visit the property three further times prior to completion.

3. Licence Agreement – 80 Dundas Street, Downtown Loop Rapid Transit Project and Municipal Infrastructure Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 80 Dundas Street, further described as Part 6, Plan 33R-21008, containing an area of approximately 3,429.5 square feet, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Downtown Loop Project, the following actions be taken:

- a) the Municipal Council to approve the Licence Agreement provided by the Province (Her Majesty the Queen in Right of Ontario) as Represented by the Minister of Government and Consumer Services, covering the use of the subject property by the City, for a term for three years, for the sum of \$22,200.00;
- b) the Mayor and City Clerk be authorized to execute the Licence Agreement, in a form acceptable to the City Solicitor's Office, similar to that attached as Appendix "C"; and,
- c) the financing for this agreement BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

4. Temporary Retention Strategy - Dearness Home Registered Practical Nurse (RPN) Classification

That, on the recommendation of the Deputy City Manager, Social and Health Development and concurrence of the Deputy City Manager, Enterprise Supports, that the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary to implement a Temporary Retention Strategy for the Dearness Home Registered Practical Nurse (RPN) classification in the Unifor, Local 302 bargaining unit.

Motion made by: S. Lewis

Seconded by: E. Pelozza

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

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: M. van Holst

That the Introduction and First Reading of Added Bill No.'s 86 to 89, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Hillier

Seconded by: A. Hopkins

That the Second Reading of Added Bill No.'s 86 to 89, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: J. Fyfe-Millar

Seconded by: S. Hillier

That the Third Reading and Enactment of Added Bill No.'s 86 to 89, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

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

Bill No. 65	By-law No. A.-8205-39 - A by-law to confirm the proceedings of the Council Meeting held on the 25th day of January, 2022. (City Clerk)
Bill No. 66	By-law No. A.-8206-40 - A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001 (2.2/2/CSC)
Bill No. 67	By-law No. A.-8207-41 - A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.3/2/CSC)
Bill No. 68	By-law No. A.-8208-42 - A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.4/2/CSC)
Bill No. 69	By-law No. A.-8209-43 - A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.5/2/CSC)
Bill No. 70	By-law No. A.-8210-44 - A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.6/2/CSC)
Bill No. 71	By-law No. C.P.-1284(wp)-45 - A by-law to amend the Official Plan for the City of London, 1989 relating to 257-263 Springbank Drive. (3.5a/2/PEC)
Bill No. 72	By-law No. CPOL.-407(a)-46 - A by-law to amend By-law No. CPOL.-407-321, being "Members of Council Proof of COVID-19 Vaccination Policy" by deleting and replacing Schedule "A". (4.3/2/CSC)
Bill No. 73	By-law No. L.S.P.-3496-47 - A by-law to designate 1903 Avalon Street to be of cultural heritage value or interest. (2.6/16/PEC – 2021)
Bill No. 74	By-law No. L.S.P.-3497-48 - A by-law to designate 370 South Street (War Memorial Children's Hospital) to be of cultural heritage value or interest. (2.9/17/PEC – 2021)
Bill No. 75	By-law No. S.-6164-49 - A by-law to permit Blue Vesta Inc. to maintain and use a boulevard parking area upon the road allowance for 26 Sterling Street, City of London. (City Clerk)
Bill No. 76	By-law No. W.-5660(a)-50 - A by-law to amend by-law No. W.-5660-92 entitled, "A by-law to authorize project TS180519 – TIMMS-PTIS – Transportation Intelligence Mobility Management System" (2.1/1/CWC)

Bill No. 77	By-law No. W.-5680-51 - A by-law to authorize the Road Network Improvements (Main) - Project No. TS144620. (2.3/1/CWC)
Bill No. 78	By-law No. Z.-1-222992 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1761 Wonderland Road North. (2.1/2/PEC)
Bill No. 79	By-law No. Z.-1-222993 - A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning of lands located at 1150 Fanshawe Park Road East. (2.2/2/PEC)
Bill No. 80	By-law No. Z.-1-222994 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3924 Colonel Talbot Road. (2.3/2/PEC)
Bill No. 81	By-law No. Z.-1-222995 - A bylaw to amend By-law No. Z.-1 to rezone lands located at 1389 Commissioners Road East (Summerside Subdivision – Phase 17). (3.1/2/PEC)
Bill No. 82	By-law No. Z.-1-222996 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 150 King Edward Avenue. (3.2/2/PEC)
Bill No. 83	By-law No. Z.-1-222997 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at part of 100 Kellogg Lane. (3.3/2/PEC)
Bill No. 84	By-law No. Z.-1-222998 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1140 Sunningdale Road East. (3.4/2/PEC)
Bill No. 85	By-law No. Z.-1-222999 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 257-263 Springbank Drive. (3.5b/2/PEC)
Bill No. 86	By-law No. A.-8211-52 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Barvest Realty Inc. for the acquisition of a portion of the property located at 85 Sunningdale Road, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/2/CSC)
Bill No. 87	By-law No. A.-8213-53 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Mackenzie Hirschberger, for the sale of the City owned property at 2 Saunby Street, described as Part 1, Plan 33R-20979, being part of PIN 082470126 (LT), in the City of London, County of Middlesex, and to authorize the Mayor and the City Clerk to execute the Agreement (6.2/2/CSC)

Bill No. 88	By-law No. A.-8214-54 - A by-law to authorize and approve a Licence Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services, for the temporary use of the property located at 80 Dundas Street, in the City of London, for the Downtown Loop Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/2/CSC)
Bill No. 89	By-law No. L.S.P.-3498-55 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the as Southdale Road West and Wickerson Road Improvements project.

14. Adjournment

Motion made by: P. Van Meerbergen

Seconded by: S. Turner

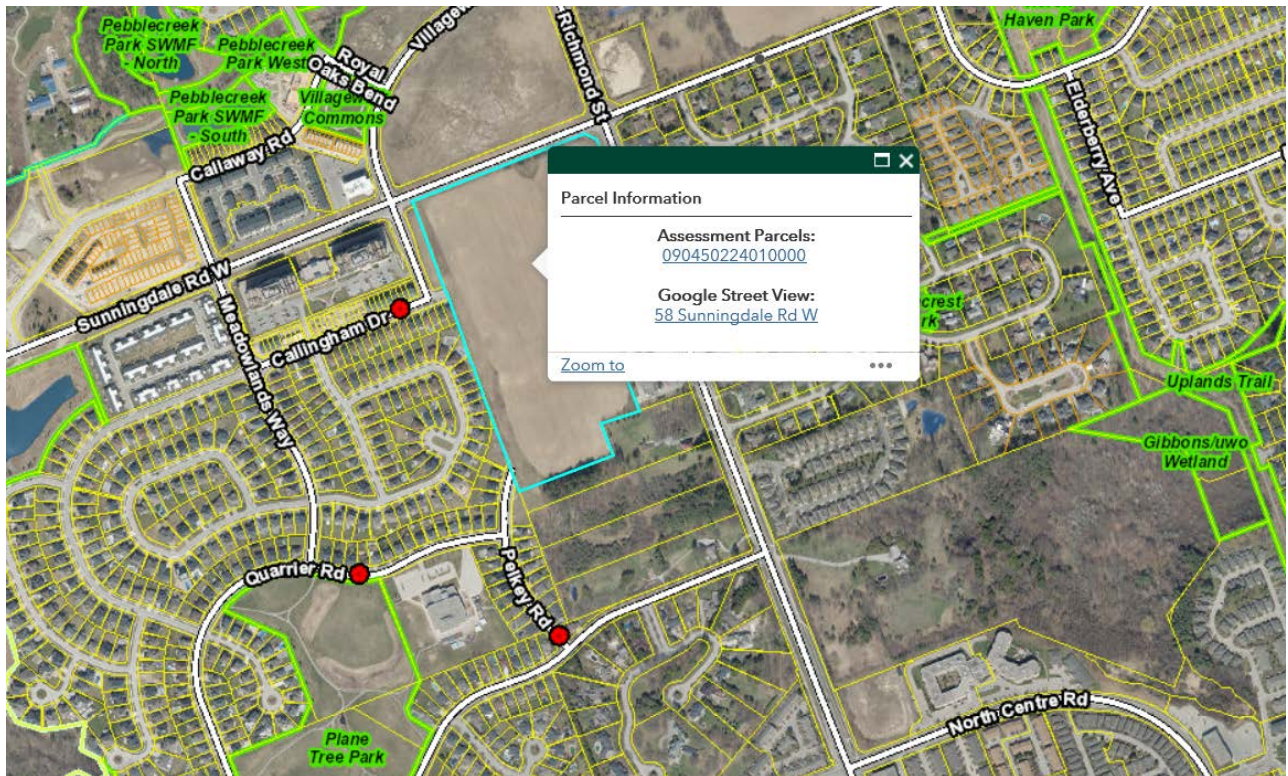
That the meeting BE ADJOURNED.

Motion Passed

Ed Holder, Mayor

Michael Schulthess, City Clerk

Appendix B – Location Map



85 Sunningdale Road (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: BARVEST REALTY INC.

REAL PROPERTY:

Address Part of 85 Sunningdale Road, London, Ontario

Location South West Corner of Richmond Street and Sunningdale Road West

Measurements Irregular, 0.454 Acres

Legal Description: Part of Lot 56, RCP 1029, in the City of London, County of Middlesex, designated as Part 11 on Plan 33R-20957, being part of PIN 08069-0051, as shown in Schedule "A" (the "Property") attached hereto.

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 FIVE HUNDRED THOUSAND DOLLARS CDN (\$500,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
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 **February 18th, 2022**, 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 **March 4th, 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 **March 18th, 2022**. 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 restrictions and encumbrances, except as otherwise specifically 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 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London passed the _____ day of _____, ..

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

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

SIGNED, SEALED AND DELIVERED
In the Presence of

BARVEST REALTY INC

Per: _____

Name: Gerald Stenka

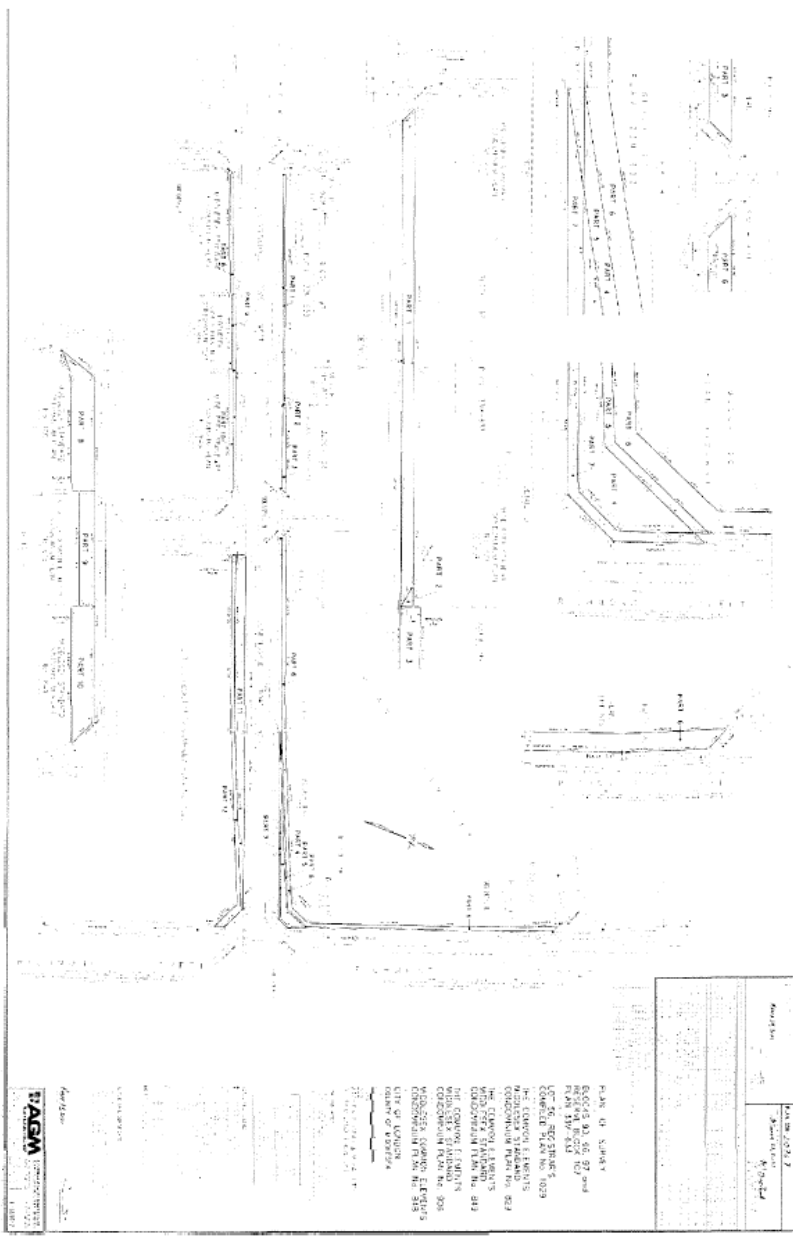
Title: Secretary

I/We Have the Authority to Bind the Corporation

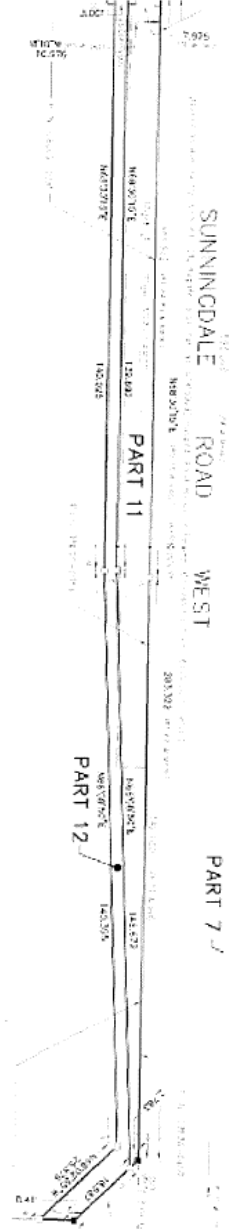
VENDOR'S LAWYER: Ronald Delanghe, Solicitor, 519-640-6350 Fax: 519-932-3350

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



SCHEDULE "A" Description of "The Property"



SCHEDULE "A" Description of "The Property" Continued



SCHEDULE "A" Description of "The Property" Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.		PLAN 33R-20957			
DATE <u>MARCH 24, 2021</u>		RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>			
 JASON BULAND ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TILES DIVISION OF MIDDLESEX (NO. 32)			
PARTS SCHEDULE					
PART	LOT/BLOCK	PLAN	P.L.N.	MOST RECENT TRANSFER	AREAS
1	Part of Block 97	Plan 33M-833	Part of P.L.N. 08138-1925	Kimmara Village (London) Inc.	0.02304 Hectares 0.0545 Acres
2	Part of The Common Element	Middlesex Standard Condominium Plan No. 823	Part of P.L.N. 09432	-	0.00317 Hectares 0.0003 Acres
3	Part of Block 99	Plan 33M-833	Part of P.L.N. 08138-2011	1904812 Ontario Limited	0.01948 Hectares 0.0486 Acres
4	Part of Block 99	Plan 33M-833	Part of P.L.N. 08138-0849	2560334 Ontario Inc.	0.05027 Hectares 0.1264 Acres
5	Part of Block 99	Plan 33M-833	Part of P.L.N. 08138-0845	2560334 Ontario Inc.	0.00460 Hectares 0.0102 Acres
6	Part of Block 99	Plan 33M-833	Part of P.L.N. 08138-0842	2560334 Ontario Inc.	0.13918 Hectares 0.3426 Acres
7	Part of Block 99	Plan 33M-833	Part of P.L.N. 08138-0882	The Corporation of The City of London	0.00918 Hectares 0.0128 Acres
8	Part of The Common Element	Middlesex Standard Condominium Plan No. 906	Part of P.L.N. 09508	-	0.01681 Hectares 0.0410 Acres
9	Part of The Common Element	Middlesex Standard Condominium Plan No. 848	Part of P.L.N. 09451-0001	-	0.00737 Hectares 0.0182 Acres
10	Part of The Common Element	Middlesex Standard Condominium Plan No. 849	Part of P.L.N. 09452	-	0.01423 Hectares 0.0401 Acres
11	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.L.N. 08069-0051	Ray Trust Corporation of Canada & others; Trustee Bank & Trustee Realty Inc.	0.18374 Hectares 0.4580 Acres
12	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.L.N. 08069-0001	Ray Trust Corporation of Canada & others; Trustee Bank & Trustee Realty Inc.	0.08815 Hectares 0.2429 Acres

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the closing of this transaction, the Purchaser will grant to the Vendor a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

Schedule "C"
GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER

BETWEEN:

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

and

BARVEST REALTY INC.
(the "Owner(s)")

Part Lot 56 RCP 1029, in the City of London, County of Middlesex, designated as Part 12 on Plan 33R-20957, being part of PIN 08069-0051, as shown in Schedule "A1" (the "Property") attached hereto.
Legal Description

Part of 85 Sunningdale Road West, London, Ontario
Municipal Address of Property

Barvest Realty Inc. being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the property by the City, its contractors and employees, for the purpose of site construction associated with the Sunningdale Road Extension Project (the "Project").

This Consent shall run from April 1st, 2023 until March 31st, 2025 for a term of twenty-four (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of FIFTY-FOUR THOUSAND DOLLARS CDN (\$54,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional TWENTY-SEVEN THOUSAND DOLLARS CDN DOLLARS CDN (\$27,000.00).

The City agrees:

1. To provide the Owner with notification prior to such entry.
2. To deliver to the Owner evidence satisfactory to the Owner of liability insurance having a face amount of not less than \$5,000,000.00 and declaring the Owner to be an additional-insured.
3. To restore the property used to a condition as near as possible to its original condition at its sole risk and expense.
4. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
5. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein.
2. The proposed use of the Consent has been discussed with the Owner and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written

notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

ADDITIONAL TERMS AND CONDITIONS:

SECTION 25 PAYMENT: The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Owners and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this 5th day of December, 2021

BARVEST REALTY INC

Per: _____

Name: Gerald Stenka

Title: Secretary

I/We Have the Authority to Bind the Corporation

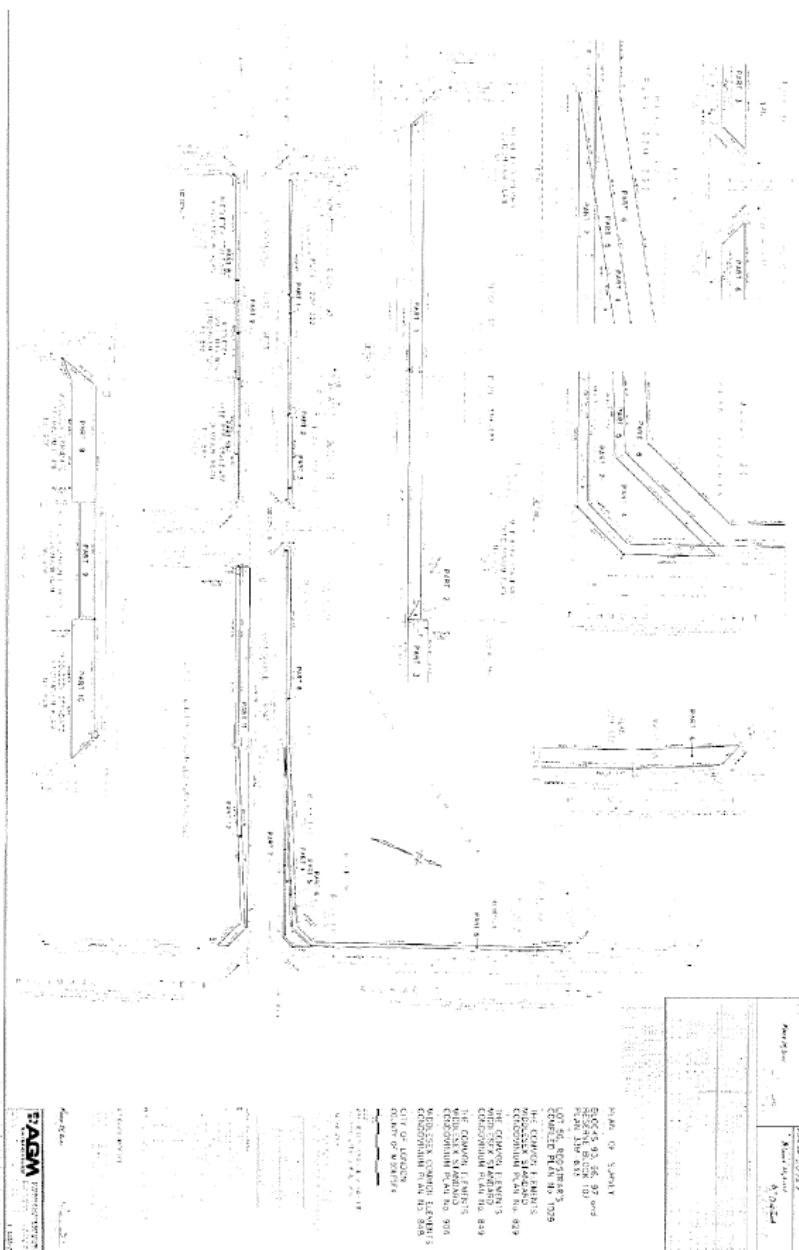
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

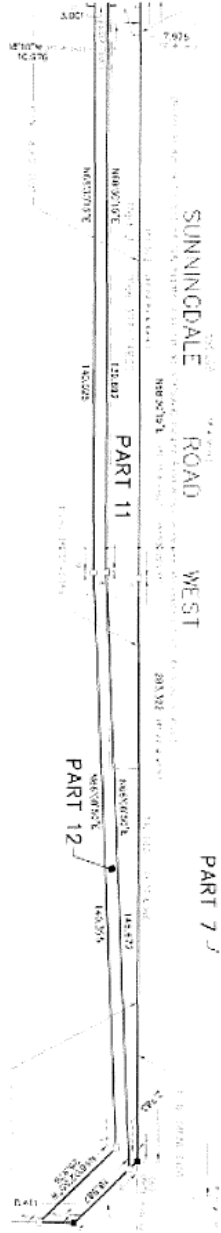
Catharine Saunders, City Clerk

SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter





BAGM
BANKING AND
GENERAL
MORTGAGE
CORPORATION
LIMITED
100, Market Street, Singapore 048922

SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued



SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. DATE <u>MARCH 24, 2021</u>  JASNA MUBAND ONTARIO LAND SURVEYOR		PLAN 33R-20957 RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>  REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDESEX INC. 317			
PARTS SCHEDULE					
PART	LOT/BLOCK	PLAN	P.L.N.	MOST RECENT TRANSFER	AREAS
1	Part of Block 97	Plan 330-633	Part of P.L.N. 08126-1920	Richmond Village (London) Inc.	0.02204 Hectares 0.0545 Acres
2	Part of The Common Element	Midsexes Standard Condominium Plan No. 829	Part of P.L.N. 39432	000 to 0049 inclusive	0.00207 Hectares 0.0048 Acres
3	Part of Block 96	Plan 330-632	Part of P.L.N. 08126-2834	1004812 Ontario Limited	0.21848 Hectares 0.5058 Acres
4	Part of Block 90	Plan 330-632	Part of P.L.N. 08126-0849	2560334 Ontario Inc.	0.05201 Hectares 0.1164 Acres
5	Part of Block 90	Plan 330-632	Part of P.L.N. 08126-0849	2560334 Ontario Inc.	0.00485 Hectares 0.0109 Acres
6	Part of Block 90	Plan 330-632	Part of P.L.N. 08126-0849	2560334 Ontario Inc.	0.12918 Hectares 0.2949 Acres
7	Part of Sewerage Block 107	Plan 330-632	Part of P.L.N. 08126-0849	The Corporation of The City of London	0.00208 Hectares 0.0046 Acres
8	Part of The Common Element	Midsexes Standard Condominium Plan No. 906	Part of P.L.N. 39532	000 to 0469 inclusive	0.03681 Hectares 0.0841 Acres
9	Part of The Common Element	Midsexes Standard Condominium Plan No. 849	Part of P.L.N. 09451-0021	-	0.00737 Hectares 0.0162 Acres
10	Part of The Common Element	Midsexes Standard Condominium Plan No. 849	Part of P.L.N. 39452	000 to 0377 inclusive & 0378 to 0547 inclusive	0.01223 Hectares 0.0274 Acres
11	Part of Lot 56	Registrar's Composite Plan No. 1029	Part of P.L.N. 05269-0051	Royal Trust Corporation of Canada & Lethbridge Trustee Inc. & Lethbridge Realty Inc.	0.12174 Hectares 0.4480 Acres
12	Part of Lot 56	Registrar's Composite Plan No. 1029	Part of P.L.N. 05269-0051	Royal Trust Corporation of Canada & Lethbridge Trustee Inc. & Lethbridge Realty Inc.	0.08810 Hectares 0.2456 Acres

Appendix A – Source of Financing Report

Appendix "A" Confidential

#22001

January 10, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition, 85 Sunningdale Road
Sunningdale Road Improvements Project
(Subledger LD200035)
Capital Project TS1496-3 - Sunningdale Rd - Wonderland Rd 150m W of Richmond St
Barvest Realty 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 recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	491,455	490,839	0	616
Land Purchase	1,309,144	706,355	602,789	0
Utilities	1,198,500	55,312	0	1,143,188
Total Expenditures	\$2,999,099	\$1,252,506	\$602,789	\$1,143,804

Sources of Financing

Debenture By-law No. W.-5628-283 (Note 1)	196,994	82,270	39,594	75,130
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	2,802,105	1,170,236	563,195	1,068,674
Total Financing	\$2,999,099	\$1,252,506	\$602,789	\$1,143,804

Financial Note:

Purchase Cost	\$500,000
Add: Legal Fees etc.	86,000
Add: Land Transfer Tax	6,475
Add: HST @13%	76,180
Less: HST Rebate	-65,866
Total Purchase Cost	\$602,789

Note 1: Note to City Clerk: The City Clerk be authorized to increase Debenture By-law No. W.-5628-283 by \$133,968 from \$63,026 to \$196,994.

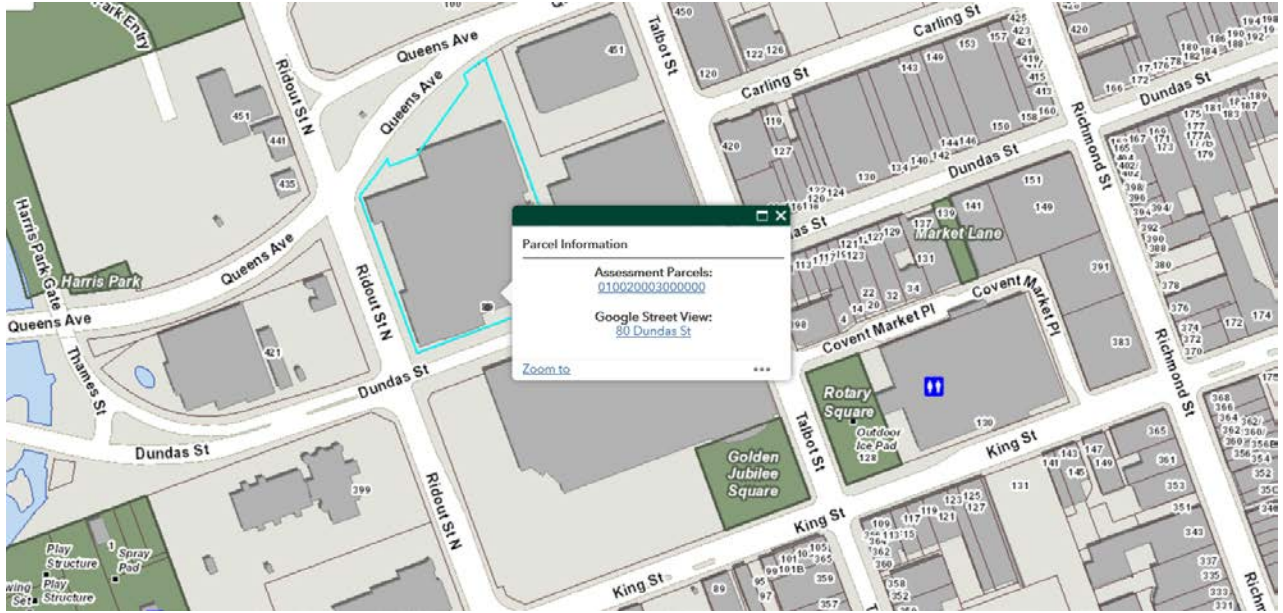
Note 2: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map

80 Dundas Richmond Street



Appendix C – Licence Agreement

LICENCE AGREEMENT

THIS AGREEMENT made in duplicate as of

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES**
(hereinafter referred to as the “Licencor”)

- and –

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the “Licencee”)

Summary of Basic Terms

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Licence. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this Licence will be resolved in favour of the provisions contained elsewhere in this Licence

(a)	Address of Premises:	80 Dundas Street East, London, Ontario
(b)	Area of the Licensed Premises	Deemed to be three thousand, four hundred and twenty-nine point five (3,429.5) square feet
(c)	Licence Fee:	Seven Thousand, Four Hundred Dollars (\$7,400.00), plus applicable Sales Taxes per annum
(d)	Term	Three (3) years
(e)	Commencement Date:	March 1, 2022
(f)	Address of Licensor:	Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Vice President, Asset Management Fax: (416) 327-1906 <u>With a copy to:</u> Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Director, Legal (Leasing and Contract Management) Fax: (416) 327-3376 <u>And an additional copy to:</u> CBRE Limited 18 King Street East, Suite 1100 Toronto, Ontario M5C 1C4

	Attention: Global Workplace Solutions – Director, Lease Administration – OILC Fax: (416) 775-3989
(g) Address of Licensee:	The Corporation of the City of London 300 Dufferin Avenue London, Ontario N6A 4L9 Attention: Ron Sanderson, Manager Realty Services Fax: (519) 661-5087 Tel: (519) 661-2489 Email: rsanders@london.ca
(h) Termination	The parties to this Licence reserve the right to terminate at any time following the second (2 nd) anniversary of the Commencement Date by providing the other party with not less than sixty (60) days' prior written notice of termination without penalty, compensation, damages or bonus to the other party.
(i) Construction Schedule and Reporting	In accordance with Section 6.16 below.

WHEREAS:

- A. The Licensor has jurisdiction and control of the building known municipally as 80 Dundas Street in the City of London, Ontario (the “**Site**”), erected on the lands having the legal description set out in Schedule A attached hereto (the “**Lands**”).
- B. The parties hereto have agreed that the Licensee shall have the right, to utilize a portion of the Lands, subject to the terms and conditions of this licence agreement (the “**Licence**”).

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertaking herein contained and expressed, it is agreed among the parties as follows:

Definitions

“**Authority**” means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having or claiming jurisdiction over the Licensed Premises or the Building, or the use thereof.

“**Business Day**” means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

“**Digital Data**” means data that is required to be released to the public pursuant to the Digital and Data Directive.”

“**Digital and Data Directive**” means the Management Board of Cabinet’s Digital and Data Directive, published on January 29, 2021, as amended from time to time.”

“**OILC**” means the Ontario Infrastructure and Lands Corporation.

“**Realty Taxes**” means all taxes, rates, duties, charges, levies and assessments whatsoever in the nature of realty taxes, whether municipal, provincial or federal charged or levied upon the building and the Lands appurtenant thereto, or upon the Licensor on account thereof, including all taxes, rates, duties, levies and assessments for local improvements, education and schools and all taxes, grants or assessments which may in the future be levied in lieu of Realty Taxes, and shall include any tax paid by the Licensee which was attracted by the Licensees' improvements, any tax such as personal and corporate income taxes, business taxes, capital tax, profits or excess profits taxes assessed upon the income of the Licensor, excise tax, value-added tax,

sales tax, goods and services tax, business transfer tax, any and all impost charges or any other tax or assessment which is personal to the Licensor, any interest or penalties for late payment of Realty Taxes, and any other charges included in the tax bill that are not Realty Taxes. Should the Licensee undertake any improvements which result in an increase in Realty Taxes, the Licensee shall be liable to pay any portion of any increase in Realty Taxes levied as a result of such improvements; and

“**Sales Taxes**” means collectively and individually, all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by any governmental authority upon the Licensor, or the Licensee, or in respect of this Licence, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the licence of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

Grant of License

The Licensor hereby grants to the Licensee the licence and privilege to utilize a portion of the Site, as shown in yellow on Schedule B attached hereto (the “**Licensed Premises**”) deemed to be three thousand, four hundred and twenty-nine point five (3,429.5) square feet (the “**Area of the Licensed Premises**”), for the purpose of grading of the new pavement to tie in with the road allowance (the “**Use**”). This permission includes the right to bring personnel, materials and equipment reasonably required in connection with the foregoing purposes onto the Licensed Premises. It is agreed and understood that the Licensee is accepting the Licensed Premises and all associated equipment therein, if any, on an “as is, where is” basis.

Term

The Licencee shall be permitted to use the Licensed Premises in accordance with the terms hereof for a period of three (3) years commencing March 1, 2022 and ending on February 28, 2025 (the “**Term**”). There will be no renewal or overholding of this Licence, unless agreed to by the parties in writing.

Termination

The parties to this Licence each reserve the right to terminate this Licence at any time following the second (2nd) anniversary of the Commencement Date by providing the other party with not less than sixty (60) days’ prior written notice of termination without penalty, compensation, damages or bonus to the other party.

Licence Fee

The Licencee hereby covenants to pay to the Licensor an annual payment of Seven Thousand, Four Hundred Dollars (\$7,400.00) Dollars (the “**Licence Fee**”), plus all applicable Sales Taxes, the first of such annual payments to be due and payable upon execution of this Licence by the Licensee. The Licence Fee payable for the second year of the Term shall be due on or before March 1, 2023 and the Licence Fee payable for the third year of the Term shall be due on or before March 1, 2024.

In addition, the Licencee shall be responsible, at its sole cost and expense, for all other costs, expenses and charges whatsoever with respect to the Licensed Premises throughout the Term, including, without limitation, operating costs, Realty Taxes, utilities, maintenance and repairs, groundskeeping, snow and garbage removal, as well as any required additional security and traffic control.

If the Licencee defaults in the payment of the Licence Fee and/or any other amounts payable hereunder, the unpaid amounts shall bear interest from the due date to the date of payment at an interest rate equal to the prime rate as charged by the Royal Bank of Canada to its best commercial customers from time to time, plus five percent (5%). Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.

The Licensee shall send all Licence Fee payments to the following address:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: OILC PLMS Accounts Receivable

Covenants of the Licensee

The Licensee covenants with the Licensor as follows:

1.1 Licence Fee

To pay the Licence Fee in accordance with the provisions of this Licence.

1.2 Compliance with Laws

To comply with all provisions of law including, without limitation, all enactments, by-laws and any regulations of any Authority which relate to the Licensed Premises or to the use or occupation thereof or, if applicable, to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensed Premises or any part thereof.

1.3 Rules and Regulations

The Licensor may, acting reasonably, and from time to time, make and amend rules and regulations for the management and operation of the Site, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Licence.

1.4 Security

To be responsible for security of the Licensed Premises during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained, that persons not affiliated with the Licensee are not permitted access to the Licensed Premises during the Term, and that no alcoholic beverages, drugs or other illegal or banned substances are brought upon the Licensed Premises or the Site by the Licensee, any persons affiliated with the Licensee or anyone for whom the Licensee is responsible at law.

1.5 Maintenance

To maintain, at the Licensee's sole cost and expense, the Licensed Premises, in a clean and tidy condition, and to deliver up same in a clean and tidy condition at the expiry of the Term.

Upon request of the Licensor, the Licensee shall forthwith reimburse the Licensor for the cost of any clean-up, repair or replacement to the Licensed Premises or any other portion of the Site resulting from the Licensee's use and occupation of the Licensed Premises.

1.6 Use

To use the Licensed Premises for the purpose of the Licensee's Use only as provided for in Section 2 of this Licence, and in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authority having jurisdiction.

The Licensee shall be responsible for the safety of anyone requiring access to the Courthouse and its parking facility. In addition, the Licensee shall ensure that: (i) there is uninterrupted access to the Courthouse and the facility parking garage; (ii) pedestrian traffic is not impacted; and (iii) there is no impact on the fire routes for the Courthouse/building.

The Licensee shall further ensure that all activity which takes place on or in connection with the Use of the Licensed Premises does not in any way reflect improperly on the Government of Ontario, including without limitation, ensuring that all employees, agents or other representatives of the Licensee are at all times cleanly and neatly clad, orderly and polite in their conduct and their speech.

1.7 Compensation for Damage

To make good any damage to the Licensed Premises and the Site caused by the Licensee, its employees, agents, invitees and those for whom the Licensee, in law, are responsible.

1.8 Insurance

(a) The Licensee shall, during and throughout the entire Term and at the Licensee's sole cost and expense, take out and keep in full force and effect the following

insurance, in the name of the Licensee, with the Licensor added as an additional insured:

- (i) "All risks" insurance covering the buildings and structures on the Licensed Premises, including the Licensee's equipment and fixtures on or about the Licensed Premises and the Land, for not less than the full replacement costs thereof (with a replacement cost endorsement);
 - (ii) Commercial general liability insurance on an occurrence basis with respect to any use and occupancy of or things on the Licensed Premises and with respect to the use and occupancy of any other part of the Land by the Licensee or any of its servants, agents, employees, invitees, licensees, subtenants or sublicensees, contractors or persons for whom the Licensee is in law responsible, with coverage for any occurrence of not less than Five Million Dollars (\$5,000,000.00) or such higher amount as the Licensor may reasonable require; and
 - (iii) Any other form of insurance as the Licensor, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent licensee would insure.
- (b) Each of the Licensee's insurance policies shall contain:
- (i) A prior release of the Licensor with the practical effect that the Licensor will have received a waiver of subrogation from the Licensee's insurers with respect to the insurance set forth in Section 6.8(a) (i) above;
 - (ii) An undertaking by the insurer that no material change adverse to the Licensor or the Licensee will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' prior written notice to the Licensor; and
 - (iii) A severability of interest clause and a cross-liability clause.
- (c) The Licensee shall provide the Licensor with a certificate of insurance (the "**Insurance Certificate**"), executed by the underwriting insurance company, certifying that the Licensee's insurance policies are in good standing and in compliance with the Licensee's obligations hereunder. Certificates of such insurance coverage shall be provided to the Licensor prior to the commencement date of the Term, and yearly thereafter throughout the Term.
- (d) If the Licensee fails to maintain in force, or pay any premiums for, any insurance required to be maintained by the Licensee hereunder, or if the Licensee fails from time to time to deliver to the Licensor satisfactory proof of the good standing of any such insurance or the payment of premiums therefor, then the Licensor, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation, to effect such insurance on behalf of the Licensee and the cost thereof and all other reasonable expenses incurred by the Licensor in that regard shall be paid by the Licensee to the Licensor forthwith upon demand.

1.9 Indemnity and Licensor's Non-Liability

The Licensee shall indemnify and save harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, officers, directors, employees, contractors, service providers and those for whom the Licensor is in law responsible, from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Licence, or any occurrence at the Site or Licensed Premises (including any equipment, machinery, services, fixtures and improvements thereon), or the use by the Licensee of the Site or the Licensed Premises, or any part thereof. If the Licensor shall be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with such litigation on a solicitor and client basis.

The Licensee agrees that the Licensor shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on arising out of this Licence, unless caused by the gross negligence of the Licensor. Without limiting the generality of the foregoing, the Licensor shall not be liable or responsible for any such injury, death, loss or damage to any persons or property, caused or contributed to by fire, explosion, steam, water, rain, snow, dampness, leakage, electricity or gas, and the Licensor shall in no event be liable for any indirect or consequential damages suffered by the Licensee.

1.10 Assignment and Sublicence

Not to assign this Licence, or sublicense all or any part of the Licensed Premises.

1.11 Waste

Not to do or allow any waste, damage, disfiguration or injury to the Licensed Premises, the Site or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

1.12 Nuisance

Not to use or permit the use of any part of the Licensed Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Licensed Premises.

1.13 Waste and Environmental

The Licensee acknowledges and agrees that:

- (a) it shall not store, bring in or permit to be placed, any Environmental Contaminant in the Licensed Premises or the Site. "Environmental Contaminants" means (i) any substance which, when it exists in the Licensed Premises or the Site or the water supplied to or in the Licensed Premises or the Site, or when it is released into the Licensed Premises or the Site or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Licensed Premises or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii);
- (b) it shall not permit the presence of any Environmental Contaminant in the Licensed Premises, except if such is required for the Use and then only if the Licensee is in strict compliance with all relevant governmental authorities, be it federal, provincial or municipal, including, without limitation, Environmental Laws. "Environmental Laws" means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the Environmental Protection Act, R.S.O. 1990, c.E.19 (the "EPA"), the Environmental Assessment Act, R.S.O 1990, c. E.18, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, Ontario Regulation 153/04 (2004) under Part XV.1 of the EPA, as amended by Ontario Regulation 511/09 (2009), the Safe Drinking Water Act, 2002, S.O. c. 32, and applicable air quality guidelines (including, without limitation, Ontario Regulation 127/01-"Airborne Contaminant Discharge-Monitoring and Reporting" under the EPA), as such statutes, regulations and guidelines may be amended from time to time. If the Licensee shall bring or create upon the Site, including the Licensed Premises, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof, or sooner if so directed by any governmental authority, be it federal, provincial or

municipal, or if required to effect compliance with any Environmental Laws or if required by the Licensor;

- (c) it shall diligently comply with all applicable reporting requirements under Ontario Regulation 127/01-“Airborne Contaminant Discharge Monitoring and Reporting” (the “**Regulation**”) under the EPA and shall provide the Licensor with copies of all reports submitted to the Ministry of the Environment. The Licensee shall indemnify the Licensor from all loss, costs and liabilities, including all legal expenses, incurred by the Licensor as a result of the Licensee’s failure to comply with the Regulation. The Licensee shall permit the Licensor to inspect the Licensed Premises at all reasonable times to conduct air emission testing, as required by the Regulation; and
- (d) it will comply in all respects with all Environmental Laws relating to the Licensed Premises or the Use of the Licensed Premises; promptly notify the Licensor in writing of any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Licensed Premises and the Site or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant, and promptly notify the Licensor of the existence of any Environmental Contaminant in the Licensed Premises or the Site.

If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Licensed Premises or the Site by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee’s sole cost and expense, payable on demand.

1.14 Construction Liens

If any construction lien or certificate of action is served or filed against the Lands or any part thereof, whether valid or not and whether preserved or perfected, by reason of work done or to be done or materials or services furnished or to be furnished for the account of the Licensee, or by reason of alteration, repair or installation made or to be made for the account of the Licensee, the Licensee shall promptly discharge the lien or have the certificate vacated, at its sole expense, immediately after notice from the Licensor, or within ten (10) calendar days after registration or service, whichever is earlier. The Licensee shall indemnify and save harmless the Licensor and OILC from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Licensee or the Lands. If the lien is vacated but not discharged, the Licensee shall, if requested by the Licensor, undertake OILC’s and the Licensor’s defence of any subsequent lawsuit commenced in respect of the lien, at the Licensee’s sole expense.

In the event that the Licensee fails or refuses to vacate or discharge a construction lien within the time prescribed above, in addition to any other rights of the Licensor, the Licensor and OILC shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Licensor and OILC in so doing (including without limitation, all legal fees and disbursements, the amount and costs of any security posted to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Licensee. In the event that the Licensee fails to comply with the terms of this Section 6.14, the Licensor may, but shall not be obliged to pay into court the amount necessary to discharge the lien and charge the Licensee with the amounts so paid and all costs incurred by the Licensor, including legal fees and disbursements plus an administrative fee of fifteen percent (15%) of such amounts and costs, which shall be paid by the Licensee to the Licensor, forthwith upon demand.

1.15 Health and Safety

The Licensee represents and warrants that, as of the date that this Licence is executed the, the Licensee shall take all reasonable precautions as a prudent Licensee to ensure

the health and safety of the Licensee, its Permittees, employees, service providers, agents, and those for whom the Licensee is in law responsible. The Licensee further covenants and agrees that during any Health Emergency, it shall take all reasonable actions to mitigate or minimize the effects of the Health Emergency, and comply with any rules or regulations of the Licensor or any orders, ordinances, laws, rules, restrictions any by-laws of any public health official or governing bodies.

For purposes of this Licence, a “Health Emergency” means a situation where the Licensee, its Permittees, employees, service providers agents or anyone accessing the Lands or the Building may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority.

Section 6.16 Construction Schedule and Reporting

To provide a baseline construction schedule (the “**Baseline Construction Schedule**”) to the Licensor on or prior to the Commencement Date. The Baseline Construction Schedule shall be subject to the approval of the Licensor with approval shall not be unreasonably withheld or delayed.

Any change to the Baseline Construction Schedule shall be subject to the approval of the Licensor which approval shall not be unreasonably withheld or delayed. Further, in the event of any such change to the Baseline Construction Schedule, the Licensee shall provide a bi-weekly schedule to the Licensor.

The Licensee shall ensure that the construction does not interfere in any way with Courthouse business, as further set out in Section 6.6 above.

Covenants of the Licensor

The Licensor covenants with the Licensee as follows:

Section 7.1 Use

That the Licensee will have the use of the Licensed Premises on such days and between such times as have been determined by the parties as of the commencement date of the Term and on such additional days as may, at any time during the Term, be authorized by the Licensor.

Section 7.2 Inspection and Entry

The Licensor reserves the right to inspect and enter the Licensed Premises at any time without notice, and to order, in writing, that the Licensee make changes, if in the Licensor’s opinion the Licensee is:

- (a) failing to comply with any term of this Licence or to comply with any reasonable request of the Licensor;
- (b) permitting, causing or contributing to an unsafe condition;
- (c) doing or permitting any conduct or act which improperly reflects on the Government of Ontario; or
- (d) doing or permitting any other conduct or act which renders it inadvisable that the Licensee be allowed to continue carrying on business under this Licence.

If the Licensee fails to comply with any such order within the time limit specified therein, the Licensor shall have the right to terminate this Licence and take possession of the Licensed Premises forthwith, and may remove the Licensee and all of its property from the Licensed Premises, and the Licensor shall not be liable in damages or otherwise by reason of any such actions. Any costs associated with such removal, including the clean-up, repair or replacement to the Licensed Premises or the Site shall be the responsibility of the Licensee.

Section 7.3 Insurance

The Licensor acknowledges that so long as Her Majesty the Queen in right of Ontario is the Licensor, the Licensor shall be self-insured with respect of damage to the Site and will maintain during the Term coverage with respect to commercial general liability risks as a 'Protected Person' under the Government of Ontario General and Road Liability Protection Program, which is funded by Her Majesty the Queen in right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence.

Section 7.4 Compliance with Laws

To comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority.

Non-Waiver

No condoning, excusing or overlooking by the Licensor or Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Licensor's or the Licensee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only an express waiver in writing.

Enurement

This Licence shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and other legal representatives, as the case may be.

Governing Law

This Licence shall be governed by and construed in accordance with laws of the Province of Ontario.

Licensee Not a Lessee

No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

Freedom of Information and Digital and Data Directive

The Licensee acknowledges that the this Licence, and any information contained herein, may be required to be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.

Notices

Any notice required or contemplated by any provision of this Licence shall be given in writing addressed in the case of notice to the Licensor to the address set out in subsection (f) of the Summary of Basic Terms table, and in the case of the Licensee to the address set out in subsection (g) of the Summary of Basic Terms table. Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that

notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000, S.O. 2000, c.17*, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Licence or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 13.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

Entire Agreement

The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence save as expressly set out in this Licence and that this Licence and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A and Schedule B, which are attached to this Licence, form part of this Licence.

Severability

The Licensor and the Licensee agree that all of the provisions of this Licence are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Licence be illegal or not enforceable, it or they shall be considered separate and severable from this Licence and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

Headings and Captions

The headings in this Licence have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Licence nor any of the provisions hereof.

Interpretation

The words “herein”, “hereof”, “hereby”, “hereunder”, “hereto”, “hereinafter”, and similar expressions refer to this Licence and not to any particular paragraphs, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

Conflict of Interest

The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest. For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

Counterparts

The parties agree that this Licence may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Licence by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Licence.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Time of the Essence

Time shall be of the essence hereof.

Not Binding on Licensor

This Licence is not binding on the Licensor, until it has been duly executed by or on behalf of the Licensor.

IN WITNESS WHEREOF the parties hereto have executed this Licence on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this _____ day of _____,
2021.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per:

Name:
Title:
Authorized Signing Officer (s)

Dated this _____ day of _____,
2021.

**THE CORPORATION OF THE CITY OF
LONDON**

Per:

Name:
Title:
Per:

Name:
Title:
Authorized Signing Officer (s)

Legal Description of the Lands

PT LTS 1, 2 & 3 N CARLING ST & PT LTS 1 & 2 E RIDOUT ST, PLAN 61(W), PT CARLING ST PLAN 61(W) CLOSED BY LC166012 & LC174526 PT LTS 18 & 20 & ALL LT 19 N DUNDAS ST BEING PT 2 32R26; EXCEPT PT 1 33R6486 LONDON

Plan of Licensed Premises



Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22005

January 10, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Licence Agreement, 80 Dundas Street
Downtown Loop and Municipal Infrastructure Improvements
(Subledger LD200077)
Capital Project RT1430-7B - Downtown Loop - Land Rapid Transit
The Province (Her Majesty the Queen in Right of Ontario)

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 financing from Capital Receipts and the City Services - Roads Reserve Fund, and that, subject to the approval of the recommendations of the Deputy City Manager, Finance Supports, the detailed source of financing

Estimated Expenditures	Approved Budget	Additional Requirement	Revised Budget	Committed To Date	This Submission
Land Acquisition	1,699,472	22,591	1,722,063	1,699,472	22,591
Total Expenditures	\$1,699,472	\$22,591	\$1,722,063	\$1,699,472	\$22,591
Sources of Financing					
Capital Levy (Note 1)	24,300	1,830	26,130	24,300	1,830
Drawdown from Land Acquisition Reserve Fund	113,357	0	113,357	113,357	0
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2 and 3)	1,561,815	20,761	1,582,576	1,561,815	20,761
Total Financing	\$1,699,472	\$22,591	\$1,722,063	\$1,699,472	\$22,591


Financial Note:

Purchase Cost	\$22,200
Add: HST @13%	2,886
Less: HST Rebate	<u>-2,495</u>
Total Purchase Cost	<u>\$22,591</u>

Note 1: The additional requirement is available from capital receipts (unused pay-as-you-go funding) which is released from old capital projects via the Mid-Year and Year-End Capital Monitoring Reports that are presented to Council.

Note 2: The additional requirement is available as a drawdown from the City Services - Roads Reserve Fund. The uncommitted balance of the reserve fund will be \$6.2M with the inclusion of this project.

Note 3: 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.



Kyle Murray
Director, Financial Planning & Business Support

lp

February 9, 2022

City of London
Mayor Ed Holder
City Hall, 300 Dufferin Avenue
London, ON N6B 1Z2

RE: City of London Climate Emergency Action Plan (CEAP)

Dear Mayor Holder and Members of City Council,

Thank you for the opportunity to provide comments on the City's Climate Emergency Action Plan (CEAP).

As you know, Enbridge Gas has had a longstanding positive relationship with the city, and a proven record of accomplishment of serving London's residents and businesses safely, reliably, and affordably for over a century. We are excited by the possibilities for collaboration with the city on the goals and objectives outlined in CEAP as a continuation of our ongoing productive discussions with the city on numerous low carbon initiatives. Past discussions with City Staff have led to direct action in the low carbon space, a recent success being the London Hybrid Heating pilot program.

On November 6, 2020, Enbridge Inc. announced a plan to reach net-zero emissions in its operations by 2050, and a 35 percent reduction in greenhouse gas emissions intensity by 2030. In addition to reducing the carbon footprint of our own operations, Enbridge Gas is focused on helping Ontario communities meet their carbon reduction goals, while keeping energy affordable and reliable for energy consumers, including our over 130,000 customers in the City of London.

Enbridge Gas is actively supporting the transition to a low-carbon economy by advancing energy conservation, carbon neutral fuels like renewable natural gas and renewable hydrogen, and leading innovative energy solutions through collaborations with municipalities and stakeholders. We are confident we can support the city in achieving its CEAP objectives in ways that keep energy affordable and reliable, while reducing environmental impact and sustaining consumer choice.

Customer adoption of electric solutions can be enhanced by a relentless focus on cost effectiveness, reliability, and customer experience. London's underground natural gas network provides unparalleled resilience to weather events and three times the peak capacity of the electric network at a very affordable cost. The natural gas industry will continue to decarbonize as new renewable natural gas and renewable hydrogen supplies are developed which can be blended into the current natural gas pipelines. This will result in Ontario having both a low carbon electricity system and a low carbon natural gas system.

To highlight one example of a local innovative solution, Enbridge Gas launched a successful pilot project, the first of its kind in Ontario, in partnership with London Hydro and the City of

London, to install hybrid heating solutions for London customers. Hybrid heating offers cost savings and carbon reductions without increasing peak load on electric infrastructure. Hybrid heating optimizes gas and electric infrastructure with furnaces, assuring comfort on cold winter days and resiliency during climate related weather events, while heat pumps provide shoulder season heating using spare capacity on the electric grid. This project is a notable example of our strong collaboration with the city.

Enbridge has a wealth of experience in the energy transition space, including:

- Long standing energy conservation programs that have delivered over 55 MT of carbon reductions since 1995.
- Carbon neutral renewable natural gas projects in partnership with Ontario municipalities.
- A North America first hydrogen blending project in the City of Markham.
- Working with municipalities on low carbon transportation solutions.
- Several other innovative energy solutions that deliver emissions reduction at lower cost.

Building heat, transportation, and industry, collectively accounts for more than 80 percent of Ontario's emissions. Decarbonizing these areas will provide the greatest return on our energy transition efforts, and Enbridge Gas is partnering with many municipalities across the province to implement low-carbon initiatives in these sectors today (please see Appendix A).

We applaud the City of London for its leadership and look forward to ongoing collaboration that will deliver our collective goal of a greener future.

Sincerely,



Cynthia Hansen

EVP & President, Gas Distribution & Storage, Enbridge

Cynthia.Hansen@enbridge.com

APPENDIX A

Enbridge Gas (Enbridge) is committed to reducing greenhouse gas (GHG) emissions, and is actively engaged in innovative partnerships to advance the transition to a zero-carbon future.

Transportation

Transportation generates the largest amount of GHG emissions in Ontario. Electrification of light duty vehicles will play a significant role in decarbonizing this sector; however, this will take time. To put this into perspective, Ontario has roughly nine million light duty vehicles on the road, and electrification is estimated to add 50 to 60 TWhs of demand to the electricity system. Meeting this added demand will require significant investment in the Ontario grid, which will happen over time.

Heavy duty vehicles however, present a unique challenge, as electrification is prohibitive due to battery size and recharging requirements.

The good news is these can be cost-effectively decarbonized today through compressed natural gas (CNG), which offers up to 20 percent GHG reduction and up to 40 percent savings in fuel costs. By adding renewable natural gas (RNG) to the CNG, zero emissions can be achieved, a solution which many Ontario municipalities are using today, including Toronto and Hamilton.

The City of London is a leader in this regard with 6 refuse trucks currently powered by CNG.

In the longer term, hydrogen fuel cell electric vehicles are another option for zero-emission vehicles. Enbridge is working to advance hydrogen-ready pipelines, and is currently piloting hydrogen blending at our power-to-gas facility in Markham.

Project Examples:

- The City of Toronto and Enbridge Gas have partnered to generate RNG from organic waste diverted from landfills to fuel the city's solid waste collection trucks. This process converts more than 55,000 tonnes of organic waste into RNG, which will eliminate more than 9,000 tonnes of CO₂ emissions each year. A similar project in the City of Hamilton uses RNG to fuel city buses. Additionally, these initiatives contribute to a circular economy—converting waste to energy.
- Enbridge Gas has partnered on three CNG stations along the 401 corridor (including one in London), the most heavily travelled corridor in Ontario. These same CNG refueling stations along Ontario's Highway 401, are "roughed in" for hydrogen. Leveraging these stations would enable Highway 401 to become a "green hydrogen corridor" from Quebec City to Windsor and can be deployed in short order.
- Enbridge Gas also has a CNG station at its London office on Commissioners Road.

Building Heat

Heating our homes and business generates roughly a quarter of Ontario's GHG emissions. There are solutions available today that can help to decarbonize heating including conservation, low-carbon heating systems and greening the gas supply.

Conservation:

Many municipalities across Ontario have identified the need for deep energy efficiency retrofits for homes, businesses and industries. Enbridge is a leader in developing and delivering

conservation programs. We offer proven programs for households, business and industry which have helped customers reduce GHG emissions since 1995. We can work with, or complement, municipalities looking towards conservation as a way to decarbonize building heat. For example in London:

- From 2015 – 2019, 7,445 London homes participated in Enbridge Gas' Home Efficiency Rebate Program, saving over 4.7 million cubic metres of natural gas.
- From 2015 – 2019, 630 income-qualified single-family and multi-family London homes participated in Enbridge Gas' Home Weatherization Program or other incentive programs at no cost, saving over 1.5 million cubic metres of natural gas.
- From 2015 – 2019, over 2,000 custom conservation projects or prescriptive conservation measures were undertaken by London commercial businesses using Enbridge Gas programs, saving over 14.2 million cubic metres of natural gas.
- From 2015 – 2019, 59 custom conservation projects were undertaken by London industries using Enbridge Gas programs, saving over 13 million cubic metres of natural gas.

Low-carbon Heating Technologies:

Another important way to reduce emissions from building heat is by advancing the adoption of low-carbon heating technologies such as Geothermal loops, heat pumps and hybrid heating systems and Solar Photovoltaic (PV). Enbridge has programs and incentives that are advancing these technologies:

- Heat pumps and hybrid heating systems, with efficiencies greater than 100 percent, are emerging technologies that offer a cost effective, efficient, climate-friendly solution to decarbonize space heating, cooling and domestic hot water heating. Enbridge is advancing a number of pilot programs on this front, including the pilot mentioned earlier in London, the first of its kind in Ontario.
- Geothermal loop systems cool a building in the summer and heat it in the winter using thermal energy extracted from the earth, and are three to four times more efficient than traditional heating systems. The Enbridge Geothermal Program helps provide affordable and quality access to a Geothermal System.
- Solar PV generates clean, renewable electric energy, when the sun is shining, and the home is still connected to the electricity grid to draw power when it's needed. The Enbridge pilot Solar PV rental program for new builds, offers this technology with no upfront cost and a monthly rate.
- For commercial buildings, capturing the thermal heat from wastewater is a low-carbon method of heating and cooling buildings by reducing the amount of electricity, natural gas and water required for conventional systems.

Project Examples:

- Our Hybrid Heating pilot program in London, will replace 100 existing air conditioners with ducted air source heat pumps, integrated with smart controls, creating a hybrid heating solution, through a limited pilot project customer rebate of \$3,200.
- Enbridge Gas recently teamed up with Noventa to support a major project that uses thermal energy from wastewater to supply up to 90 percent of the heating and cooling for Toronto Western Hospital—this is the largest delivery of the world's largest raw wastewater energy transfer project in the city.

Greening the Gas Supply

Today, about 75 percent of Ontario homes heat with natural gas, and most have a forced-air furnace. Transitioning to lower-carbon heating technologies such as those outlined above, will take time. That's why we're also working to green the gas supply by scaling up the introduction of carbon-neutral RNG and hydrogen.

These technologies offer an effective means to lower the carbon of Ontario's existing energy systems affordably by leveraging existing infrastructure while making productive and economic use of landfill and other organic waste and creating local jobs and new revenue opportunities for municipal governments.

Over the longer term, as costs for hydrogen and RNG continue to decline with innovation and deployment, we will continue to increase the percentage of RNG and hydrogen in the gas supply; decarbonizing our natural gas system—reserving our electricity capacity growth capabilities for other sectors of the economy.

Project Examples:

- Through our voluntary RNG program, OptUp, customers can choose to support the transition to low-carbon energy through a small monthly contribution to help offset the increased costs of acquiring carbon-neutral RNG.
- Enbridge also announced the development of the largest RNG facility in Ontario, located at the site of Walker Environmental's landfill in Niagara Falls, which will reduce GHG emissions by 48,000 tonnes per year.
- Furthermore, recently, we announced a partnership with Walker Industries and Comcor Environmental to jointly develop RNG projects.
- In the City of Markham, Enbridge Gas has partnered to launch the first-of-its-kind hydrogen blending facility, which is already powering approximately 3,600 homes in the area. Hydrogen is low or zero-carbon, and this project alone will remove 117 tons of CO₂ from the atmosphere annually.

Industry

Industry is the third largest contributor to carbon emissions in Ontario. Typically, industrial processes cannot be easily electrified. For these areas, Ontario will need to accelerate the ability to use hydrogen. Resources will be needed towards pilot projects and infrastructure development to allow us to scale this resource to its maximum potential by 2050. Enbridge is actively working to advance this technology through pilot projects such as the Power-to-Gas plant in Markham and related hydrogen blending, and we are working to assess the implementation of hydrogen-ready pipelines.

Carbon capture and storage (CCS) is an immediate solution existing for large point source emitters of carbon. CCS is a proven technology, available now, that offers a significant pathway to achieve GHG reductions for hard to decarbonize industries. Canada is a world leader in CCS with longstanding projects in western Canada.

The geology of southwestern Ontario is suitable for carbon storage, and Enbridge has a long history of safe and reliable underground natural gas storage. Developing carbon capture in Ontario requires a "red tape" reduction plan to amend the Oil, Gas & Salt Resources Act and remove the CO₂ injection ban to eliminate the prohibition of CO₂ storage in underground geological formations to allow for the needed physical testing and evaluation of this formation to occur and enable private investment to develop this Made in Ontario solution.

Community and Protective Services Committee

Report

3rd Meeting of the Community and Protective Services Committee
February 1, 2022

PRESENT: Councillors M. Cassidy (Chair), M. Salih, J. Helmer, M. Hamou, S. Hillier, Mayor E. Holder

ALSO PRESENT: J. Bunn and K. Van Lammeren

Remote Attendance: Councillors S. Lewis and M. van Holst; G. Barrett, C. Cooper, P. Cooper, K. Dickins, A. Pascual, D. Purdy, M. Schulthess, C. Smith and S. Tatavarti

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: J. Helmer
Seconded by: S. Hillier

That Items 2.2 and 2.4 BE APPROVED.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.2 Single Source Procurement - London Homeless Prevention Housing Allowance Program

Moved by: J. Helmer
Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated February, 1, 2022, related to a Single Source Procurement - London Homeless Prevention Housing Allowance Program, as per the City of London Procurement of Goods and Service Policy, section 8.5.a.iv, that committee and city council must approve single source awards greater than \$50,000.00:

a) the single source procurements BE ACCEPTED, at a total estimated cost of \$1,084,000 (excluding HST), for the period of April 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms, to administer Housing Stability Services Housing Allowance program, as per The Corporation of the City of London Procurement Policy Section 14.4 d), to the following providers:

- Mission Services – Rotholme Family Shelter (SS-2022-029)
- CMHA Thames Valley Addiction & Mental Health Services (Street Level Woman At Risk Program) (SS-2022-030)
- CMHA Thames Valley Addiction & Mental Health Services (SS-2022-031)
- Unity Project Emergency Shelter (SS-2022-033)
- Youth Opportunities Unlimited (SS-2022-034)

- London Cares Homeless Response Services (SS-2022-035)
 - St. Leonard's Society of London (SS-2022-036)
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into Purchase of Service Agreements with each program. (2022-S14)

Motion Passed

2.4 Odell Jalna Social Housing Provider Proposal

Moved by: J. Helmer
 Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated February 1, 2022, related to the Odell Jalna Social Housing Provider Proposal:

- a) the Civic Administration BE DIRECTED to work with the Board of Odell Jalna and the Ministry of Municipal Affairs to advance the provider's proposal; and,
- b) the Civic Administration BE DIRECTED to re-invest the anticipated future tax levy supported mortgage subsidy savings related to the Odell Jalna portfolio to address the long-term financial stability of the Odell Jalna portfolio;

it being noted that the communication, dated January 27, 2022, from C. Sprovieri, Odell-Jalna Residences of London, with respect to this matter, was received. (2022-S04)

Motion Passed

2.1 Single Source Award Recommendation for Housing Stability Service Programs Including Outreach, Emergency Shelter and Housing Stability Bank

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated February 1, 2022, related to a Single Source Award Recommendation for Housing Stability Service Programs including Outreach, Emergency Shelter and Housing Stability Bank:

- a) single source procurements BE ACCEPTED, at a total estimated cost of \$9,890,000 (excluding HST), for the period of April 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms, to administer Housing Stability Services Emergency Shelter and Housing Stability Bank and Outreach programs, as per The Corporation of the City of London's Procurement Policy Section 14.4 d), to the following providers:
- Men's Mission Emergency Shelter (SS-2022-021)
 - Salvation Army Centre of Hope Emergency Shelter (SS-2022-022)
 - Rotholme Family Emergency Shelter (SS-2022-023)
 - Unity Project Emergency Shelter (SS-2022-024)
 - Youth Opportunities Emergency Shelter (SS-2022-025)

- London Cares Homeless Response Services Outreach Program (SS-2022-026)
- The Salvation Army Centre of Hope Housing Stability Bank Program (SS-2022-027)

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,

c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into Purchase of Service Agreements with each program;

it being noted that the communication, dated January 23, 2022, the presentation, dated February 1, 2022, and the verbal delegation from P. Rozeluk, Mission Services of London and the communication, dated January 21, 2022 and the verbal delegation from J. DeActis, Centre of Hope London, with respect to this matter, were received. (2022-S11)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: S. Hillier

Seconded by: M. Hamou

Motion to approve the delegation requests from P. Rozeluk, Executive Director, Mission Services of London and J. DeActis, Executive Director, Centre of Hope London.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.3 End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis

Moved by: J. Helmer

Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated February 1, 2022, related to the End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis:

a) the above-noted staff report BE RECEIVED;

b) the Civic Administration BE DIRECTED to re-invest any anticipated future municipal mortgage subsidy savings in the social housing portfolio to address the long-term financial sustainability of the portfolio; and

c) the Mayor BE REQUESTED to send a letter to the Minister of Municipal Affairs and Housing on behalf of the City Council, to:

- request continued provincial partnership and investment in existing community housing;
- highlight Council's recent significant investment commitments in housing with the need for additional provincial support; and,
- communicate the need to receive the new Housing Services Act regulatory Exit and Service Agreement framework as early as possible to develop strategies to address challenges facing the sector;

it being noted that the Civic Administration will continue to examine alternative and innovative solutions to the challenge of maintaining social housing units due to EOM/EOA;

it being further noted that the communication, dated February 1, 2022, from M. Carlson, Birch Housing, with respect to this matter, was received. (2022-S04)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Hillier

Seconded by: E. Holder

That the Deferred Matters List for the Community and Protective Services Committee, as at January 24, 2022, BE RECEIVED.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Confidential

None.

7. Adjournment

The meeting adjourned at 5:27 PM.

Corporate Services Committee

Report

3rd Meeting of the Corporate Services Committee
January 31, 2022

PRESENT: Councillors S. Lewis (Chair), M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, Mayor E. Holder

ALSO PRESENT: S. Corman, M. Schulthess, K. Van Lammeren

Remote Attendance: Councillors E. Peloza, and S. Hillier; L. Livingstone, A. Barbon, G. Belch, B. Card, I. Collins, J. Dann, J. Davison, J. Freeman, O. Katolyk, J. McMillan, K. Scherr, G. Smith, B. Warner, J. Wills.

The meeting is called to order at 12:00 PM; it being noted that the following members attended remotely: Mayor E. Holder, Councillors M. Cassidy, M. Hamou, and J. Morgan.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: J. Fyfe-Millar

That Items 2.1, 2.3, and 2.4 BE APPROVED.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

2.1 Banking Services By-laws – Amendments Due to Appointment of New City Clerk

Moved by: E. Holder

Seconded by: J. Fyfe-Millar

That on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to various By-Law amendments to implement organizational changes:

a) the proposed by-law as appended to the staff report dated January 31, 2022 as Appendix "A", being "A by-law to amend By-Law A.-7955-83, entitled "A by-law to authorize the Mayor and City Clerk to execute the Resolution Regarding Banking and the Master Client Agreement for Business Client Authorization and any contract or document with the Royal Bank relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program and to authorize the signing of cheques and the withdrawal or transfer of funds" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022; and,

b) the proposed by-law as appended to the staff report dated January 31, 2022 as Appendix "B", being "A by-law to amend By-Law A.-8047-15, entitled "A by-law to approve an Amending Agreement between the Bank of Nova Scotia and the Corporation of the City of London", BE

INTRODUCED at the Municipal Council meeting to be held on February 15, 2022.

Motion Passed

2.2 Considerations and Viability to Implement a Vacant Home Tax in London

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the consideration to implement a vacant home tax in London:

- a) the staff report dated January 31, 2022, "Considerations and Viability to Implement a Vacant Home Tax in London BE RECEIVED for information;
- b) at this time, the Civic Administration TAKE NO ACTION; and,
- c) the Civic Administration BE DIRECTED to continue to monitor implementation, execution, and experience of other Ontario municipalities of this tax;

it being noted that the Corporate Services Committee received a communication dated January 27, 2022 from M. Laliberte, Staff Lawyer, Neighbourhood Legal Services and J. Thompson, Executive Director, LIFE*SPIN with respect to this matter.

Amendment: Moved by: M. Cassidy

Seconded by: S. Lewis

That b) be amended as follows:

- b) That Civic Administration BE DIRECTED to begin a Request for Proposal (RFP) for consultant services to prepare a feasibility study and public benefit review on a Vacant Home Strategy including but not limited to the implementation of a Vacant Home Tax and report back to a future meeting of Corporate Services Committee;

Yeas: (4): S. Lewis, M. Cassidy, J. Morgan, and J. Fyfe-Millar

Nays: (2): M. Hamou, and E. Holder

Motion Passed (4 to 2)

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the consideration to implement a vacant home tax in London:

- a) The staff report dated January 31, 2022, "Considerations and Viability to Implement a Vacant Home Tax in London BE RECEIVED for information;

b) That Civic Administration BE DIRECTED to begin a Request for Proposal (RFP) for consultant services to prepare a feasibility study and public benefit review on a Vacant Home Strategy including but not limited to the implementation of a Vacant Home Tax and report back to a future meeting of Corporate Services Committee;

c) That Civic Administration BE DIRECTED to continue to monitor implementation, execution, and experience of other Ontario municipalities of this tax.

Yeas: (4): S. Lewis, M. Cassidy, J. Morgan, and J. Fyfe-Millar

Nays: (2): M. Hamou, and E. Holder

Motion Passed (4 to 2)

2.3 Procurement of Goods and Services Policy Revisions Resulting from the Pandemic and Current Business-Related Needs

Moved by: E. Holder

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law, as appended to the staff report dated January 31, 2022, being a By-Law to amend By-Law No. A.-6151-17, and the revised page included in the added agenda, BE INTRODUCED at the Municipal Council meeting on February 15, 2022, to revise Schedule “C” to By-Law No. A.-6151-17 being the Procurement of Goods and Services Policy, where the following amendments are being recommended;

a) increase the dollar limit from \$3,000,000 to \$6,000,000 for Administrative Awarded Tenders that do not have an irregular result as per Section 13.2 in the Procurement of Goods and Services Policy; and,

b) make minor “housekeeping” revisions necessary in Section 4.6 related to contract amendments, and Sections 19.5 and 19.6 related to organizational titles.

Motion Passed

2.4 Assessment Growth for 2022, Changes in Taxable Phase-In Values, and Shifts in Taxation as a Result of Reassessment

Moved by: E. Holder

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report regarding Assessment Growth for 2022, Changes in Taxable Phase-In Values, and Shifts in Taxation as a result of Reassessment BE RECEIVED for information purposes.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Application - Issuance of Proclamation - Parental Alienation Awareness Day

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

That based on the application dated January 10, 2022 from Just Another Parent, April 25, 2022 BE RECEIVED and NO ACTION be taken.

Yeas: (4): S. Lewis, M. Cassidy, J. Morgan, and J. Fyfe-Millar

Nays: (1): M. Hamou

Absent: (1): E. Holder

Motion Passed (4 to 1)

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

That based on the application dated January 10, 2022 from Just Another Parent, April 25, 2022 BE RECEIVED and NO ACTION be taken.

Yeas: (5): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

That pursuant to section 35.8 of the Council Procedure By-law that item 4.1 BE RECONSIDERED.

Yeas: (5): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Corporate Services Committee Deferred Matters List

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That the Corporate Services Committee Deferred Matters List as of January 24, 2022 BE RECEIVED.

Yeas: (5): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That the Corporate Services Committee convene, In Closed Session, with respect to the following matters:

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

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the purchase of property and settlement of all potential claims located at 220 Wellington Road South, London; potential litigation with respect to claims by A Team London Inc. in respect of property located at 220 Wellington Road South, London; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations in connection with the potential purchase of a property located at 220 Wellington Road South, London.

6.2. Solicitor-Client Privileged Advice

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

6.3. Personal Matters/Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

The Corporate Services Committee convenes, In Closed Session, from 1:07 PM to 2:06 PM.

7. Adjournment

Moved by: J. Fyfe-Millar

Seconded by: J. Morgan

That the meeting BE ADJOURNED.

The meeting adjourned at 2:23 PM.

Yeas: (5): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

Civic Works Committee

Report

The 3rd Meeting of the Civic Works Committee
February 1, 2022

PRESENT: Councillors E. Pelozza (Chair), M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, Mayor E. Holder

ALSO PRESENT: A. Pascual and K. Van Lammeren

Remote Attendance: Councillors M. Hamou, S. Hillier, and S. Lewis; G. Dales, J. Dann, D. MacRae, S. Mathers, K. Oudekerk, K. Scherr, M. Schulthess, J. Simon, and J. Stanford

The meeting was called to order at 12:01 PM with Councillor E. Pelozza in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors J. Helmer, M. van Holst, P. Van Meerbergen.

1. **Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

Moved by: E. Holder

Seconded by: J. Fyfe-Millar

That pursuant to section 27.6 of the Council Procedure By-law, a change in order of the Civic Works Committee Agenda BE APPROVED to provide for Stage 6, Confidential to be considered before Stage 2, Consent.

Yeas: (6): E. Pelozza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

2. **Consent**

Moved by: E. Holder

Seconded by: M. van Holst

That Items 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, and 2.8 BE APPROVED.

Yeas: (6): E. Pelozza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

2.1 Wastewater Treatment Operations Master Plan - Notice of Completion

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 1, 2022, related to the Wastewater Treatment Operations Master Plan:

- a) the Notice of Completion BE FILED with the Municipal Clerk; and,

b) the Wastewater Treatment Operations Master Plan report BE PLACED on public record for a 30-day review period;

it being noted that the recommended implementation plan presented in the Wastewater Treatment Operations Master Plan will not be formally approved and endorsed until the following 30-day public review period and following responses to any comments received in accordance with the Master Planning process;

it being further noted that the pace for advancing the projects recommended through this Master Plan will be addressed through existing programs and budgets and Council's decisions through the upcoming 2024-2028 multi-year budget process. (2022-E03)

Motion Passed

2.2 Sole Source - Organic Rankine Cycle Equipment Service Contract

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 1, 2022, related to the award of a service contract for the maintenance of the Organic Rankine Cycle Equipment package at Greenway Wastewater Treatment Plant:

a) Turboden S.p.A., BE AWARDED a sole source service contract for the Greenway Organic Rankine Cycle system, in the amount of €39,000.00 per year, excluding HST, plus allowance for inflation as described, for a five-year term, in accordance with Section 14.3 (c) and 14.5 (a)(ii) of the City of London's Procurement of Goods and Services Policy;

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

c) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E07)

Motion Passed

2.3 Amending Agreement to the Services Agreement Between Partner Municipalities and the Ontario Clean Water Agency for Contracted Operations at the Elgin-Middlesex Pumping Station

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Director, Water, Wastewater and Stormwater, the following actions be taken with respect to the staff report dated February 1, 2022, related to an Amending Agreement to the existing Services Agreement between the partner municipalities and the Ontario Clean Water Agency for the contracted operation of the Elgin-Middlesex Pumping Station:

a) the proposed by-law as appended to the above-noted staff report BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022, to approve an Amending Agreement Between Ontario

Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management, for the continued contracted operation of the Elgin-Middlesex Pumping Station;

b) the Mayor and the City Clerk BE AUTHORIZED to execute the Amending Agreement, substantially in the form as appended to the above-noted by-law, and satisfactory to the City Solicitor, and all documents required to fulfill its conditions; and,

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

it being noted that the Boards of Management for both Secondary Water Supply Systems are concurrently undertaking similar actions to enter into this agreement. (2022-E13)

Motion Passed

2.4 2021 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Director, Water, Wastewater, and Stormwater, the staff report dated February 1, 2022, related to the 2021 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System BE RECEIVED for information. (2022-E13)

Motion Passed

2.5 Area Speed Limit Amendments to the Traffic and Parking By-law

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated February 1, 2022 BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2022-T08)

Motion Passed

2.6 Contract Award: Tender No. 21-109 - Victoria Bridge Replacement

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 1, 2022, related to the award of contracts for the Victoria Bridge Replacement Project (Tender No. 21-109):

a) the bid submitted by McLean Taylor Construction Limited at its tendered price of \$22,771,238.28, excluding HST, for the Victoria Bridge Replacement Project, BE ACCEPTED; it being noted that the bid

submitted by McLean Taylor Construction Limited was the lowest of eight bids received and meets the City's specifications and requirements in all areas;

- b) AECOM Canada Limited BE AUTHORIZED to carry out the resident inspection and contract administration for this project at an upset amount of \$1,740,991.00 excluding HST, in accordance with Section 15.2 (g) of the City of London Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the work to be done relating to this project (Tender 21-109); 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. (2022-T10)

Motion Passed

2.7 Contract Award: Tender No. 21-117 - East London Link and Municipal Infrastructure Improvements Phase 1

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 1, 2022, related to the award of contracts for the East London Link and Municipal Infrastructure Improvements Phase 1 project:

- a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of \$20,887,870.36, excluding HST, for the East London Link and Municipal Infrastructure Improvements Phase 1 project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of 5 bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$1,565,255.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the approvals 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 21-117); 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. (2022-T10)

Motion Passed

2.8 Exclusion of H.I.R.A. Limited from the City of London's Bidding and Tender Processes

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to staff report dated February 1, 2022, related to an outstanding legal action against the City of London:

- a) H.I.R.A. Limited BE EXCLUDED from any City of London bidding opportunities until such time as they are no longer in litigation against the City of London in accordance with Section 19.6 of the City of London's Procurement of Goods and Services Policy; and,
- b) the balance of this report BE RECEIVED for information. (2022-E03)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

Moved by: J. Fyfe-Millar
Seconded by: M. van Holst

That Items 5.1, 5.2, and 5.3 BE APPROVED.

Yeas: (6): E. Pelosa, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

5.1 Deferred Matters List

Moved by: J. Fyfe-Millar
Seconded by: M. van Holst

That the Civic Works Committee Deferred Matters List as at January 24, 2022, BE RECEIVED.

Motion Passed

5.2 (ADDED) 2nd Report of the Cycling Advisory Committee

Moved by: J. Fyfe-Millar
Seconded by: M. van Holst

That the 2nd Report of the Cycling Advisory Committee, from its meeting held on January 19, 2022, BE RECEIVED.

Motion Passed

5.3 (ADDED) Municipal Drain Petitions - Scotland Farms

Moved by: J. Fyfe-Millar
Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 1, 2022, related to the municipal drain petitions for Scotland Farms:

- a) the petitions for two new Municipal Drains to be located at 2657 Scotland Drive (Lot 14 and 15) to benefit the drainage of the east and west sides of the property BE ACCEPTED by the Council of the Corporation of the City of London under Section 5 of the Drainage Act; and,
- b) Mike DeVos, P.Eng. of Spriet Associates London Limited BE APPOINTED under Section 8 of the Drainage Act to complete a report for the new drains.

Motion Passed

6. Confidential (Enclosed for Members Only.)

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That the Civic Works Committee convene, In Closed Session, for the purpose of considering the following:

6.1 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation with respect to litigation currently before the Superior Court of Justice, Court File No. 2112/19, affecting the municipality in relation to Tender T17-104 Vauxhall WWTP Effluent Pumping Station and Berm.

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

The Civic Works Committee convenes, in Closed Session, from 12:07 PM to 12:30 PM.

7. Adjournment

Moved by: P. Van Meerbergen
Seconded by: J. Fyfe-Millar

That the meeting BE ADJOURNED.

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

The meeting adjourned at 12:40 PM.

Strategic Priorities and Policy Committee Report

3rd Meeting of the Strategic Priorities and Policy Committee
February 8, 2022

PRESENT: Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, Acting Chair, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, S. Hillier

ABSENT: Mayor E. Holder (Chair)

ALSO PRESENT: S. Corman, M. Schulthess, and K. Van Lammeren

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, J. Davison, K. Dickens, M. Fabro, G. Kotsifa, K. Lakhotia, K. McLaughlin, H. McNeely, R. Morris, M. Norman, K. Pawelec, J. Pastorius, S. Pellarin, K. Scherr, C. Smith, J. Stanford, S. Thompson, B. Warner, R. Wilcox, and J. Wills.

The meeting was called to order at 4:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, M. Hamou, A. Hopkins, P. Van Meerbergen, S. Turner and S. Hillier.

1. Disclosures of Pecuniary Interest

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

a) Councillor S. Lehman discloses a pecuniary interest in clause 4.1 having to do with the Core Area Pilot Program involving the London Downtown Business Association (LDBA) and clause 4.6 having to do with the appointment to the LDBA, by indicating he is a member of the LDBA.

b) Councillor P. Van Meerbergen discloses a pecuniary interest in clause 4.9 having to do with the 7th Report of the Governance Working Group and specifically the Childcare Advisory Committee being dissolved, by indicating that his wife owns/operates a childcare business.

2. Consent

2.1 Anonymized Application Review for the London Community Grants Program

Moved by: M. Hamou

Seconded by: E. Peloza

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated February 8, 2022 regarding an Anonymized Application Review for the London Community Grants Program BE RECEIVED for information.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Strategy to Reduce Core Area Vacancy - Business Case: Core Area Pilot Program

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

That the following actions be taken with respect to the “Strategy to Reduce Core Area Vacancy – Business Case: Core Area Pilot Program”:

- a) the communication dated February 8, 2022 from Planning and Economic Development regarding the Strategy to Reduce Core Area Vacancy - Business Case: Core Area Pilot Program BE RECEIVED;
- b) the funding request by London Economic Development Corporation as presented in the “Business Case: Core Area Pilot Program” BE APPROVED;
- c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above.

Yeas: (13): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): S. Lehman

Absent: (1): Mayor E. Holder

Motion Passed (13 to 0)

4.2 Draft Climate Emergency Action Plan

Moved by: M. van Holst
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions be taken with respect to the draft Climate Emergency Action Plan:

- a) the draft Climate Emergency Action Plan, as appended to the staff report dated February 8, 2022 as Appendix “A”, BE RECEIVED;
- b) the draft Climate Emergency Action Plan Foundational Actions, as appended to the staff report dated February 8, 2022 as Appendix “B”, BE RECEIVED;
- c) the Background Information (Supporting Documents) to Develop the Draft Climate Emergency Action Plan, as appended to the staff report dated February 8, 2022 as Appendix “C”, BE RECEIVED for information; and,
- d) the Civic Administration BE DIRECTED to hold a public participation meeting at the April 5, 2022 Strategic Priorities and Policy Committee with respect to the draft Climate Emergency Action Plan;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Director, Climate Change, Environment & Waste Management and a communication dated February 6, 2022 from Councillor M. van Holst with respect to this matter.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

4.3 A London For Everyone: An Action Plan to Disrupt Islamophobia

Moved by: M. Salih

Seconded by: S. Turner

That on the recommendation of the City Manager, the following action be taken with respect to ending Islamophobia in London:

a) the report of the Anti-Islamophobia Working Group, A London for Everyone: An Action Plan to Disrupt Islamophobia (Action Plan), attached to the staff report dated February 8, 2022 as Appendix "A", BE ENDORSED;

b) the recommendations of A London for Everyone: An Action Plan to Disrupt Islamophobia which are specifically directed towards the Corporation of the City of London BE ENDORSED;

c) letters of support, from Community Based and Public Sector organizations and individual members of the Muslim communities, attached to the staff report as Appendix "B", BE RECEIVED;

d) the members of the London Anti-Islamophobia Working Group BE THANKED for their time and effort in developing recommendations to end Islamophobia in London;

e) one-time funding of up to \$150,000 BE AUTHORIZED from the Operating Budget Contingency Reserve for the erection of a memorial plaza at the intersection of Hyde Park Road/South Carriage Road, creation of a mural, and establishment of a Community Garden in honour of Our London Family;

f) the Mayor BE DIRECTED to establish an Anti-Islamophobia Advisory Council/Circle, with appropriate representation of diverse Muslims in London, to meet quarterly with the responsibility to provide oversight for the implementation of the Action Plan recommendations directed to the Corporation of the City of London;

g) the Civic Administration BE DIRECTED to undertake the following actions for accountability and implementation:

i) establish a Muslim Community Liaison Advisor role within the Anti-Racism Anti-Oppression Division with the responsibility of working with community partners and the City of London to implement the recommendations of the Action Plan, it being noted that this position will be funded on a temporary basis within existing budget resources;

ii) continue the work of the Anti-Islamophobia Working Group to provide a forum to update on progress, share best practices and hold each other accountable;

iii) request that the Community Diversity & Inclusion Strategy (CDIS) consider whether Islamophobia should form a distinct priority within the Strategy; and,

iv) create an implementation plan for the Corporation of the City of London actions to end Islamophobia with activities, responsibilities, timelines, measures, and budget requirements (inclusive of additional funding needs) by September 2022;

h) the Civic Administration BE DIRECTED to share the A London for Everyone: An Action Plan to Disrupt Islamophobia with local Provincial and Federal Members of Parliament, the Association of Municipalities of Ontario, and the Federation of Canadian Municipalities;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Director, Anti-Racism and Anti-Oppression with respect to this matter.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

4.4 London and Middlesex Community Housing

Moved by: J. Fyfe-Millar

Seconded by: M. Hamou

That Anne-Marie Mitchell BE APPOINTED to the London & Middlesex Community Housing Board of Directors for the term ending December 31, 2025 (Third Class); it being noted that the Strategic Priorities and Policy Committee received a communication from A. Anderson, Board of Directors, London & Middlesex Community Housing with respect to this matter.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

4.5 Consideration of Appointment to the Waste Management Working Group (Requires a Minimum of 3 Council Members)

Moved by: M. Cassidy

Seconded by: A. Hopkins

That the following BE APPOINTED to the Waste Management Working Group for the term ending November 14, 2022 or when the City's Resource Recovery Plan and Residual Waste Disposal Plan are approved by Council, whichever comes first:

Councillor S. Turner

Councillor M. van Holst

Councillor E. Pelozo

Yeas: (13): M. van Holst, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and S. Lewis

Motion Passed (13 to 0)

4.6 Appointment to the London Downtown Business Association

Moved by: J. Helmer

Seconded by: M. van Holst

That Councillor J. Fyfe-Millar BE APPOINTED to the London Downtown Business Association for the term ending November 14, 2022; it being noted that the Strategic Priorities and Policy Committee received a communication dated January 20, 2022 from Councillor J. Helmer with respect to this matter.

Yeas: (13): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): S. Lehman

Absent: (1): Mayor E. Holder

Motion Passed (13 to 0)

4.7 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: M. Hamou

Seconded by: J. Fyfe-Millar

That the following actions be taken with respect to the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on December 16, 2021:

a) the communication from L. Poeta with respect to the Canadian Brewhouse Inukshuk BE REFERRED to Civic Administration for their consideration; and

b) clauses 1.1, 2.1, 2.2, 3.1, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 6.1 and 6.3 BE RECEIVED for information.

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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

4.8 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: M. Cassidy

Seconded by: S. Turner

That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on January 20, 2022:

a) the Civic Administration BE REQUESTED to include a template for the Acknowledgement of Indigenous Lands on all future Diversity, Inclusion and Anti-Oppression Advisory Committee Agendas;

it being noted that the meeting was opened with an Acknowledgement of Indigenous Lands by M. Buzzelli; and,

b) clause 1.1, 2.2, 3.1, 4.1, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 7.1 and 7.2 BE RECEIVED for information.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

4.9 7th Report of the Governance Working Group

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That the following actions be taken with respect to the 7th Report of the Governance Working Group from its meeting held on January 17, 2022:

a) based on the results of the Council-directed Advisory Committee Member consultation, the Governance Working Group (GWG) recommends the following actions be taken:

i) the ~~attached~~ revised Terms of Reference for the London Community Advisory Committees (LCAC) BE APPROVED for enactment;

ii) the Civic Administration BE DIRECTED to recruit for the membership appointments for all of the LCACs, included in part a) above, upon Council approval;

iii) the Civic Administration BE DIRECTED to report back to a future meeting of the GWG with respect to an updated General Terms of Reference for all Advisory Committees to support the approved new structure, including but not limited to the feedback collected from the Advisory Committee consultation with respect to recruitment, term, flexibility in procedure, and reporting;

iv) an additional round of consultation with the newly established LCACs, once established, BE UNDERTAKEN to identify any additional considerations around operational matters;

v) the Civic Administration BE DIRECTED to report back to the Strategic Priorities and Policy Committee with a plan to establish a new Housing Committee to assist Council in meeting its goals under the approved municipal budget, the Strategic Plan and the Roadmap to 3000, with the committee include representatives from London and Middlesex Community Housing, community members at large, and relevant housing not-for-profits, organizations, and industry partners;

vi) the Childcare Advisory Committee BE DISSOLVED and no new related committee be established.

b) clause 1.1 BE RECEIVED for information.

Motion Passed

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That Part a) vi) BE APPROVED as follows:

the Childcare Advisory Committee BE DISSOLVED and no new related committee be established BE APPROVED.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): M. Salih

Recuse: (1): P. Van Meerbergen

Absent: (1): Mayor E. Holder

Motion Passed (12 to 1)

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That Part a) i) BE APPROVED as follows:

the attached revised Terms of Reference for the London Community Advisory Committees (LCAC) BE APPROVED for enactment; and

ii) the Civic Administration BE DIRECTED to recruit for the membership appointments for all of the LCACs, included in part a) above, upon Council approval; BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, M. Salih, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (3): J. Helmer, A. Hopkins, and S. Turner

Absent: (1): Mayor E. Holder

Motion Passed (11 to 3)

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That Part a) iii) BE APPROVED as follows:

the Civic Administration BE DIRECTED to report back to a future meeting of the GWG with respect to an updated General Terms of Reference for all Advisory Committees to support the approved new structure, including but not limited to the feedback collected from the Advisory Committee consultation with respect to recruitment, term, flexibility in procedure, and reporting;

iv) an additional round of consultation with the newly established LCACs, once established, BE UNDERTAKEN to identify any additional considerations around operational matters;

v) the Civic Administration BE DIRECTED to report back to the Strategic Priorities and Policy Committee with a plan to establish a new Housing Committee to assist Council in meeting its goals under the approved municipal budget, the Strategic Plan and the Roadmap to 3000, with the committee include representatives from London and Middlesex Community Housing, community members at large, and relevant housing not-for-profits, organizations, and industry partners; and

b) clause 1.1 BE RECEIVED for information BE APPROVED.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

4.10 Unique Part-Time Role of Council

Moved by: M. van Holst

Seconded by: S. Turner

That the Governance Working Group BE REQUESTED to discuss and report back to the Strategic Priorities and Policy Committee with their recommendations about Council continuing as a unique-part-time-role versus transitioning to a unique-full-time-role.

Yeas: (10): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (4): J. Morgan, S. Lehman, A. Hopkins, and P. Van Meerbergen

Absent: (1): Mayor E. Holder

Motion Passed (10 to 4)

5. Deferred Matters/Additional Business

5.1 (ADDED) Audit and Accountability Fund - Intake 3 - Transfer Payment Agreement and Single Source Contract Award

Moved by: J. Fyfe-Millar

Seconded by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken:

- a) the proposed by-law as appended to the staff report dated February 8, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on February 15, 2022, to:
 - i) approve the Ontario Transfer Payment Agreement, appended as Appendix "B" to the proposed by-law, for the Audit and Accountability Fund – Intake 3 (the "Agreement") between Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London;
 - ii) authorize the Mayor and the City Clerk to execute the Agreement;
 - iii) delegate authority to the Deputy City Manager, Planning and Economic Development, or their written delegate, to approve further Amending Agreements to the above-noted Transfer Payment Agreement for the Audit and Accountability Fund;
 - iv) authorize the Mayor and Clerk to execute any amending agreements approved by the Deputy City Manager, Planning and Economic Development; and,
 - v) authorize the Deputy City Manager, Planning and Economic Development, or their written delegate, to execute any financial reports required under this Agreement and to undertake all administrative,

financial, and reporting acts necessary in connection with the Agreement;

b) a Single Source Procurement (SS-2022-044) in accordance with section 14.4(e) of the Procurement of Goods and Services Policy BE AWARDED to EZSigma Group, 61 Wellington Street East, Aurora, ON, L4G 1H7, to conduct the Audit and Accountability Fund Intake 3 – Site Plan Resubmission Process Review for the City of London at a cost of up to \$305,280.00 (including HST); and,

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this matter.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: S. Lehman

Seconded by: E. Pelozo

That the Strategic Priorities and Policy Committee convene, In Closed Session, with respect to the following matter:

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

A matter pertaining to the security of municipal property; advice that is subject to solicitor-client privilege including communications necessary for that purpose; 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: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

The Strategic Priorities convenes, In Closed Session, from 8:52 PM to 8:57 PM.

7. Adjournment

Moved by: S. Lehman

Seconded by: S. Hillier

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 9:00 PM.

Planning and Environment Committee

Report

3rd Meeting of the Planning and Environment Committee
January 31, 2022

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

ALSO PRESENT: PRESENT: Councillor J. Fyfe-Millar; H. Lysynski and K. Van Lammeren

REMOTE ATTENDANCE: Councillors M. van Holst, M. Hamou and P. Van Meerbergen; J. Adema, O. Alchits, A. Anderson, G. Barrett, J. Bunn, M. Corby, A. Curtis, B. Debbert, K. Edwards, M. Feldberg, P. Kokkoros, J. Lee, H. McNeely, L. Maitland, L. McNiven, B. Page, A. Pascual, M. Pease, A. Rammeloo, M. Schulthess and S. Tatavarti

The meeting was called to order at 4:02 PM, with Councillor A. Hopkins in the Chair, Councillors S. Lewis and S. Lehman 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. Turner

Seconded by: S. Lewis

That Items 2.1 and 2.2, inclusive, BE APPROVED.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 2nd Report of the Environmental and Ecological Planning Advisory Committee

Moved by: S. Turner

Seconded by: S. Lewis

That, the following actions be taken with respect to the 2nd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on January 20, 2022:

a) the Working Group report relating to the property located at 4519 Colonel Talbot Road BE REFERRED to the Civic Administration for consideration; and,

b) clauses 1.1, 2.1 and 2.2, inclusive, 3.1, 4.2 and 5.1 to 5.5, inclusive, BE RECEIVED for information.

Motion Passed

2.2 3425 Grand Oak Crossing (H-9414)

Moved by: S. Turner

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 2219008 Ontario Limited (York Developments), relating to the property located at 3425 Grand Oak Crossing, the proposed by-law appended to the staff report dated January 31, 2022, as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan), to change the zoning of the subject property FROM a Holding Residential R6 Special Provision (h*h-100*h-198*R6-5(43)) Zone TO a Residential R6 Special Provision Zone (R6-5(43)). (2022-D09)

Motion Passed

3. Scheduled Items

3.1 Housekeeping Amendment to Secondary Plans (O-9346)

Moved by: S. Lehman

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to housekeeping amendments to approved Secondary Plans:

a) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to AMEND the McCormick Area Secondary Plan, to DELETE references to the 1989 Official Plan and to ADD references to The London Plan;

b) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to AMEND the Old Victoria Hospital Lands Secondary Plan, to DELETE references to the 1989 Official Plan and to ADD references to The London Plan;

c) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to AMEND the Riverbend South Secondary Plan, to DELETE references to the 1989 Official Plan and to ADD references to The London Plan;

d) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to AMEND the Old East Village Dundas Street Corridor Secondary Plan, to DELETE references to the 1989 Official Plan and to ADD references to The London Plan;

e) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "E" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to AMEND the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan, to DELETE references to the 1989 Official Plan and to ADD references to The London Plan; and,

f) the Civic Administration BE DIRECTED to report back at a future meeting of the Planning and Environment Committee with an in-depth review of the Southwest Area Secondary Plan to consider the potential for broader changes;

it being noted that changes to the London Psychiatric Hospital Secondary Plan will be addressed through Official Plan and Zoning By-law amendment (OZ-9328);

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated January 28, 2022, from L. Logan, Vice-President, Operations and Finance, Western University, with respect to this matter;

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

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

- the purpose and effect of the recommended action is to update Secondary Plans to reflect the transition from the 1989 Official Plan to The London Plan. The recommended action will assist in the interpretation and implementation of the Secondary Plans in conjunction with The London Plan and to improve clarity and consistency of policies and maps in the Plans. (2022-D08)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner

Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Hillier

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.2 3207 Woodhull Road (O-9429/Z-9430)

Moved by: S. Lewis

Seconded by: S. Turner

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Karen and Eric Auzins, relating to the property located at 3207 Woodhull Road:

- a) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend The London Plan to change the

designation of a portion of the subject lands FROM a Farmland Place Type TO a Green Space Place Type on Map 1 – Place Types, and to change the identification and delineation of natural heritage features on a portion of the subject lands FROM a Potential Environmentally Significant Area TO an Environmentally Significant Area on Map 5 – Natural Heritage;

b) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan as amended in part a) above), to change the zoning of the subject lands proposed to be severed FROM a Holding Open Space (h-2*OS4) Zone, an Agricultural (AG2) Zone and an Environmental Review (ER) Zone TO an Open Space Special Provision (OS5(*)) Zone, and to change the zoning of the lands proposed to be retained FROM an Agricultural (AG2) Zone, a Holding Open Space (h-2*OS4) Zone and an Environmental Review (ER) Zone TO an Agricultural Special Provision (AG2(_)) Zone, a Holding Agricultural Special Provision (h-_*AG2(_)) Zone, an Open Space Special Provision (OS5(**)) Zone and an Environmental Review (ER) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, Farmland and Green Space Place Types, and Natural Heritage Features and Hazards; and,
- the recommended changes to Maps 1 and 5 of The London Plan support the conservation and protection of environmentally significant features and functions over the long-term. (2022-D09)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner

Seconded by: E. Holder

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: E. Holder

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.3 755-785 Wonderland Road South (O-9409/Z-9410)

Moved by: E. Holder

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the applications by The Corporation of the City of London and McCorr Management (East) Inc., relating to the property located at 755-785 Wonderland Road South:

a) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend the 1989 Official Plan by ADDING a policy to section 10.1.3 – Policies for Specific Areas;

b) the proposed by-law appended to the staff report dated January 31, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan, as amended in part a) above), to change the zoning of the subject property FROM a Regional Shopping Area Special Provision (RSA2(2)) Zone TO a Regional Shopping Area Special Provision (RSA2(_)) Zone;

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

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the criteria for Specific Area Policies and Planning Impact Analysis;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Shopping Area Place Type;
- the recommended amendment would permit a new use that is appropriate within the surrounding context ; and,
- the recommended amendment would repurpose existing vacant and underutilized building stock and would provide convenient access to services for dog owners in the urban area of the city, thereby reducing the length and number of vehicle trips. (2022-D09)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.4 345 Sylvan Street (SPA21-112)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by the Housing Development Corporation, London, relating to the property located at 345 Sylvan Street:

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to permit the construction of a 42-unit apartment building:

- i) lighting;
- ii) board on board wooden fence instead of the proposed chain link fence;
- iii) loss of privacy;
- iv) evergreen trees instead of the proposed deciduous trees and requesting maintenance of existing trees on the lot; and,
- v) movement through the lot with quick ingress and egress; and,

b) the Approval Authority BE ADVISED that the Municipal Council advised of the following issues with respect to the Site Plan Application, and that the Municipal Council supports the Site Plan Application:

- i) a six foot board on board wooden fence with one foot of lattice on top instead of the proposed chain link fence; and,
- ii) fir trees and requesting maintenance of existing trees on the lot;

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

- a communication dated January 14, 2022 from J. Lanys, by e-mail;
- a communication dated January 16, 2022 from K. Busche, by e-mail;
- a communication dated January 16, 2022 from L. Gosnell, by e-mail;
- a communication dated January 17, 2022 from A. Sworik, by e-mail;
- a communication dated January 19, 2022 from D. Gosnell; and,
- the staff presentation;

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

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

- the proposed Site Plan is consistent with the Provincial Policy Statement, 2020, which directs development to designated growth areas and that development be adjacent to existing development;
- the proposed Site Plan conforms to the policies of the Neighbourhoods Place Type and all other applicable policies of The London Plan;
- the proposed Site Plan is in conformity with the policies of the Low Density Residential designation of the Official Plan (1989) and will implement an appropriate form of residential intensification for the site; the proposed Site Plan conforms to the regulations of the Z.-1 Zoning By-law; and,
- the proposed Site Plan conforms to the regulations of the Site Plan Control By-law. (2022-D09)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner

Seconded by: S. Hillier

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Hillier

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

4. Items for Direction

4.1 Secondary Plan for Meadowlily Road Area

Moved by: S. Turner

Seconded by: S. Lehman

That the communication dated January 4, 2022, from J. Crockett, President, Friends of Meadowlily Woods Community Association, with respect to the request for a Secondary Plan for the Meadowlily Road Area BE RECEIVED for information. (2022-D09)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

That the communication BE REFERRED to the Civic Administration for review and for consideration in the development of Special Area Policies for Meadowlily Road South and to report back at a future meeting of the Planning and Environment Committee.

Yeas: (3): S. Lewis, S. Lehman, and S. Hillier

Nays: (3): A. Hopkins , S. Turner, and E. Holder

Motion Failed (3 to 3)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 6:25 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 PUBLIC PARTICIPATION MEETING – Housekeeping Amendment to Secondary Plans (O-9346)

- Greg Thompson, Miami Developments: Thank you very much. Good afternoon, Chair, Mr. Mayor and Councillors. My name is Greg Thompson. I am the Director of Finance for Miami Developments here in London. We do have an interest in land that is in the South West Area Secondary Plan. I'd like to thank staff, Justin Adema and Joanne Lee who spoke with me recently regarding this and we just simply want to say that we fully support the city staff's recommendation for an in-depth review of the South West Area Secondary Plan and as a property owner there we look to fully participate in that review. That is all. Thank you.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 3207 Woodhull Road (O-9429/Z-9430)

- Karen Auzins, 3207 Woodhull Road: Yes. We are here. Thank you. My name is Karen Auzins and I live at 3207 Woodhull Road. I'd like to thank you for giving me this opportunity. The Thames Talbot Land Trust (TTLT) mission is to protect, conserve and restore nature and by doing so contributing to a stable climate, human well-being and healthy habitats for all species. Daria Koscinski, Executive Director of Thames Talbot Land Trust is in attendance and would be happy to explain any questions you may have about the Land Trust. If you look at the map of the property, you will see that over half of it consists of wetlands and woodlands. We have left this area undisturbed and let Mother Nature look after it and she has done a very good job by keeping an ecosystem intact and providing a secure habitat for the plants and animals that live there, many of which are species at risk. We are now making this application severance so we can donate this land to TTLT so that the Trust can make it possible for Mother Nature to continue her job in perpetuity. A founding member of the Trust, Mary Kerr, stated "A Land Trust is really a promise made to future generations." The completion of this severance will make it possible for us to donate these lands to TTLT and will help fulfill that promise. It will also help contribute to the City of London's Climate Emergency Action Plan and to Canada's promise of protecting thirty percent of the world's wild places by 2030. I would like to thank everyone who has worked with us and will continue to work with us to complete the necessary steps to finalize this requested severance. Thank you very much for giving me that opportunity and I'm sure Daria can answer questions if there are any of those for Land Trust.
- Daria Koscinski, Thames Talbot Land Trust: Hi. Thank you very much for the question. The Thames Talbot Land Trust has a Land Securement Strategy that we work on and every parcel is prioritized for securement. With these lands, there are two concurrent severances. One is in Middlesex Center, right adjacent to the City of London parcels so both of them are being severed and donated to Thames Talbot Land Trust. The final Nature Reserve will consist of both of those parcels but the Dingman Creek Corridor is one of the priority areas that the Thames Talbot Land Trust is focusing on because it is an important wildlife corridor and it has very high biodiversity so it is one of our focal strategic areas for securement.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – 755-785 Wonderland Road South (O-9409/Z-9410)

- Casey Kulchycki, Zelinka Priamo Ltd.: Good afternoon, Madam Chair, members of Planning Committee, Mayor and members of staff and members of the public. My name is Casey Kulchycki. I'm a Senior Planner with Zelinka Priamo Ltd. representing McCorr Management and Dogtopia on this proposed Zoning By-law Amendment. I just want to extend a thank you to Olga and Catherine who were the Planners handling this file. We've had a chance to review the staff report and its recommendation and we are in agreement with this recommendation here tonight. To go back to Councillor Turner's questions with regards to the noise mitigation measures, I'll lead off first by saying, as part of this proposal, there's no outdoor play space as part of this proposal, it's an interior facility. There is a small outdoor space that is used for drop off and pick up of the customers, the dogs, if you will, but the actual play rooms are all internal. With regards to the noise mitigation measures, Dogtopia increases insulation and wall widths and depths between itself and it's adjacent tenants to ensure that noise mitigation is kept down to acceptable levels, if at all, heard from outside. There's also no vision glass from the outside into the play spaces, again, just to avoid the noise from spilling out into any sort of public area to avoid those impacts. With regards to the HVAC system, Dogtopia, as part of their daily operations, do install upgraded HVAC filter system into their unit to filter out the dander and smells associated with high active dog activities, so these types of uses, Dogtopia specifically, have successfully opened locations in other shopping centers in downtown Kitchener as well as the GTA with much success. Around the mitigation measures that they use, I will note that I am joined tonight by Erika Ness and Michael Waitzer of Dogtopia who can also assist in answering any operational questions that Planning Committee members may have, or members of the public may have. I think I'll leave it at that and if there are any additional questions myself, Erika and Michael are on hand to address them. Through you, Madam Chair, I will look to Erika or Michael to address some of the other Dogtopia locations.
- Michael Waitzer, Dogtopia: I'm happy to answer that. We have seventeen locations across Canada, several in the GTA and have had no complaints. We install considerable HVAC units, about one tonne per 250 square feet of square footage and we exchange the air about every eleven minutes so we're constantly keeping the rooms fresh. No sir, we have a very robust cleaning protocol where, through environmentally friendly and pet friendly enzyme cleaning fluids we actually break down any bacteria's and odor-causing agents in the facilities several times a day. Yes, our customers. Our customers are the dogs. We actually are insulated well, the building is typically a concrete structure to start with, we then soundproof the walls and so, to date, we have had no complaints of noise. We do get some barking on the way in and on the way out but no different than dogs walking on the sidewalk in a neighbourhood. It's a debate, we do get some customers owners that ask about outdoor space. Our model currently, in the majority of cases, particularly in Ontario where the weather is not always conducive to dogs playing outside and is all indoor space. We do have some in the US in southern climes that have outdoor space.
- Edward Slivinski, 743 Woodcrest Boulevard: Good afternoon. My name is Edward Slivinski. I live at 743 Woodcrest Boulevard which is at the west end of the Mall. First of all, I would like to say good afternoon, Madam Chair and to the Mayor and Councillors. What my concern is that with a dog kennel, the ones that are in use or in the city at present are at the exterior locations of the city. We don't have anything in the center. Secondly, the air circulation, I realize that they're going to have an excellent air circulation but as we all know, Covid is spread by airborne and I'm wondering how that will affect even just the exterior of the building with people coming and going as well as the Super King. How the interaction between the air exchange

and the animals. Other than that, you've all been very good and you've answered all my other questions and I thank you for being there and I appreciate what you are doing. Thank you.

PUBLIC PARTICIPATION MEETING COMMENTS

3.4 PUBLIC PARTICIPATION MEETING – 345 Sylvan Street (SPA21-112)

- Harry Froussios, Zelinka Priamo Ltd.: I'm here this afternoon on behalf of the Housing Development Corporation and we also have other members of our consulting team available to answer any technical questions. Sally Wang from EXP and Martha Berkvens from Ron Koudys Landscape Architects. I just want to thank staff and Mr. Maitland for his presentation this afternoon, for processing the application and for speaking to the comments that were made by members of the public. We agree, obviously, with the presentation and what's being brought forward this afternoon. Madam Chair, I have nothing else to add we're certainly able to answer any questions that the Committee may have of us. Thank you.
- Bruce Sworik: I'm kneeling down for you. Mr. Mayor, my name is Bruce Sworik. I'm representing my son who is a resident at 286 High Street and his wife and their young family. Two concerns, and these are directed to Mr. Maitland. I believe that there had been some contact with Alexander's work. On their home that they purchased just last year at 286 High Street which is a heritage home built in 1880, I believe it was. The city has lots of concerns with the property, of being a heritage home, which has always been followed throughout its ownership. They are actually only the third owner of this house in the last 160 years. Very concerned about keeping the visuals of the home but now the backyard, which they thought was a park, is now going to be a three storey, forty-two-unit residence and their biggest concerns are this, they have a brand new six-month-old baby and there is an inground pool in the backyard that pretty well goes right to the fence line that abuts the development site. They would like to see not a chain link fence because it does not offer privacy as far as visual privacy nor sound privacy from eighty-two units next door which could easily be eighty people, not too sure how many people would be living there but their suggestion is that they would like to see something much more substantial to protect the visual and sound barrier, maybe a wood or concrete or whatever type of fencing would be best to deliver that to them. Another concern that they have are the landscaping and the trees that are in that area or to be placed in that area. I think the landscape plan had for deciduous trees, they don't think that's very appropriate being that they have a very young child, a female that's six months old and an attractive wife that's about thirty. They would like to see something much more substantial there to offer them some privacy from third floor residents or right where their property backs into theirs proposed a garden area. Our suggestions are, in speaking with some landscapers, is to go to an evergreen type of tree at a minimum of an eight-foot height and then, eventually, in the next few years, that height would be increasing, and they would like to see those placed on the subject sites' development just because their backyard. The pool is quite close to the fence and they really don't have a lot of space to have any trees planted in addition to what they already have in their backyard so they're suggesting it would be nice to see a green wall of evergreens there for everybody's betterment and that would offer some form of twelve month greenery and help in the privacy situation as they continue to grow over the years from visual and sound impairments from their backyard. The city is always very careful on heritage homes and this one has been maintained and adhered to all the principles that the city has put out in protecting these properties and they would just like to see that continue into the backyard of this heritage home that has. When they walked into it, they thought it was a park and sure enough they found out it wasn't a park and the circumstances in real estate today, there isn't enough time to check and verify things when you see a property, unfortunately, you have to put an offer and that's what happened in their situation. Regardless, that's the opinion of the owners of that 286 High Street which immediately backs onto this property. Thank you for your time.

Planning and Environment Committee Report

4th Meeting of the Planning and Environment Committee
February 7, 2022

PRESENT: Councillors A. Hopkins (Chair), S. Lewis, S. Lehman, S. Turner, S. Hillier

ABSENT: Mayor E. Holder

ALSO PRESENT: PRESENT: Councillor J. Fyfe-Millar; H. Lysynski and K. Van Lammeren

REMOTE ATTENDANCE: Councillors M. van Holst and M. Hamou; L. Livingstone, J. Adema, G. Barrett, J. Bunn, M. Butlin, A. Curtis, L. Davies Snyder, K. Edwards, M. Feldberg, P. Kokkoros, J. Lee, T. Macbeth, H. McNeely, L. Mottram, B. Page, A. Pascual, M. Pease, M. Schulthess, M. Tomazincic and P. Yeoman

The meeting was called to order at 4:01 PM, with Councillor A. Hopkins in the Chair, Councillors S. Lewis and S. Lehman present and all other members participating by remote attendance.

1. Disclosures of Pecuniary Interest

None.

2. Consent

Moved by: S. Lewis

Seconded by: S. Lehman

That Items 2.1 to 2.4, inclusive and 5.1, BE APPROVED.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 2021 Annual Development Report

Moved by: S. Lewis

Seconded by: S. Lehman

That the staff report dated February 7, 2022 entitled "2021 Annual Development Report" BE RECEIVED for information;

it being noted that the Planning and Environment Committee reviewed and received a communication dated February 3, 2022, from C. Butler, 863 Waterloo Street, with respect to this matter. (2022-A23)

Motion Passed

2.2 2624 Jackson Road and 1635 Commissioners Road East (H-9445)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Drewlo Holdings Inc., relating to lands located at 2624 Jackson Road and 1635 Commissioners Road East, the proposed by-law appended to the staff report dated February 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h•h-100•R1-4) Zone and a Holding Residential R1 Special Provision (h•h-100•R1-13(8)) Zone TO a Residential R1 (R1-4) Zone and a Residential R1 Special Provision (R1-13(8)) Zone to remove the h and h-100 holding provisions. (2022-D09)

Motion Passed

2.3 751 Fanshawe Park Road West (H-9448)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by MTE Consultants Inc., relating to portion of lands located southwest of corner of Sunningdale Road West and Wonderland Road North (formerly known as 751 Fanshawe Park Road West), the proposed by-law appended to the staff report dated February 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h•R1-4) Zone, a Holding Residential R5/R6 (h•R5-2/R6-4) and an Open Space (OS1) Zone TO a Residential R1 (R1-4) Zone, Holding Residential R5/R6 (h•R5-2/R6-4) and an Open Space (OS1) Zone to remove the h holding provision. (2022-D09)

Motion Passed

2.4 1750 Finley Crescent (P-9369)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the application by Kenmore Homes (London) Inc., the attached proposed by-law BE INTRODUCED at the Municipal Council meeting on February 15, 2022 to exempt Block 101, Plan 33M-733 from the Part-Lot Control provisions of Subsection 50(5) of the Planning Act, for a period not exceeding three (3) years. (2022-D25)

Motion Passed

3. Scheduled Items

3.1 2624 Jackson Road and 1635 Commissioners Road East (Z-9449)

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, with respect to the application by Drewlo Holdings Inc., relating to lands located within the Parker Jackson Subdivision – Phase 1, known municipally as 2624 Jackson Road and 1635 Commissioners Road East, the proposed by-law appended to the staff report dated February 7, 2022 as Appendix ‘A’ BE INTRODUCED at the Municipal Council meeting to be held on February 15, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h•h-100•R1-4) Zone TO a Residential R1 (R1-3) Zone;

it being noted that no individuals spoke at the public participation meeting associated with these matters;

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

- the conditions for removing the holding (h & h-100) provisions have been met and the recommended amendment will allow development of single detached dwellings in compliance with the Zoning By-law;
- subdivision security has been posted with the City in accordance with City policy, and the Subdivision Agreement for Phase 1 has been executed by the applicant and the City; and,
- provision has been made for a looped watermain system to ensure adequate water service, as well as provision for a second public road access to the satisfaction of the City. (2022-D07)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Lehman
Seconded by: S. Hillier

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Lehman
Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.2 475 Grey Street (OZ-9406)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2810645 Ontario Inc., relating to the property located at 475 Grey Street:

a) the proposed by-law appended to the staff report dated February 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on February 15, 2022, to amend the 1989 Official Plan for the City of London Planning Area by ADDING a policy to Chapter 10, Policies for Specific Areas, to permit a maximum residential density of 96 units per hectare (UPH) in the form of stacked townhouses to align the 1989 Official Plan policies with the Neighbourhoods Place Type policies of The London Plan; and,

b) the proposed by-law appended to the staff report dated February 7, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting on February 15, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Residential R2 Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

it being noted that the Planning and Environment Committee reviewed and received a communication dated February 4, 2022 from S. Jones, by e-mail, with respect to this matter;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS), 2020, which encourages the regeneration of settlement areas, opportunities for intensification and redevelopment, and higher density residential development within transit supportive areas. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment to Zoning By-law Z.-1 conforms to the Residential Intensification policies and the Infill Housing and Conversion of Non-Residential Buildings policies of the 1989 Official Plan, and criteria for Policies for Specific Residential Areas which allow Council to address intensification opportunities through specific policies which provide additional guidance to the general Residential policies;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the Neighbourhoods Place Type policies of The London Plan and implements Key Directions of The London Plan;
- the re-use of the subject land supports Council's commitment to reducing and mitigating climate change by making efficient use of existing infrastructure and focusing intensification and growth in already developed areas; and,
- the subject lands are an appropriate location for residential infill and intensification in a stacked townhouse form. The recommended amendments are consistent with and appropriate for the site and surrounding context. (2022-D07)

Yeas: (5): A. Hopkins, S. Lewis, S. Lehman, S. Turner, and S. Hillier
Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Turner

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Turner

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.3 346, 370 and 392 South Street & 351, 373 and 385 Hill Street

Moved by: S. Turner

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Vision SoHo Alliance, relating to the properties located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street:

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 346, 370 and 392 South Street and 351, 373 and 385 Hill Street; and,

b) the Approval Authority BE ADVISED that the Municipal Council has no issues with respect to the Site Plan Approval application and the Municipal Council supports the Site Plan Approval application relating to the property located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street;

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 individual indicated on the attached public participation meeting record made an oral submission regarding these matters;

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

- the proposed 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, High Density Residential Designation and will implement an appropriate form of residential development for the site. (2022-D07)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

4.1 Inclusionary Zoning

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Inclusionary Zoning review:

- a) the preliminary findings of the Inclusionary Zoning Review attached hereto as Appendix "C" BE RECEIVED for information; and
- b) the Ministry of Municipal Affairs and Housing BE REQUESTED to consider the City of London Assessment Report evaluating the potential for, and feasibility of, Inclusionary Zoning on a city-wide basis, incorporating lands outside of the Protected Major Transit Station Areas (PMTSAs) as Inclusionary Zoning eligibility areas;

it being noted that the Minister may prescribe the City of London through *Planning Act, R.S.O. 1990, c .P. 13*, section 16(4) so that the area where Inclusionary Zoning may potentially be applied incorporates lands outside of the designated PMTSAs;

it being further noted that the request is clause b) above is to broaden the review of the potential new tool of Inclusionary Zoning;

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

- the staff presentation;
- the consultants' presentation;
- a communication dated February 2, 2022, from Mike Wallace, Executive Director, London Development Institute; and,
- a communication dated February 3, 2022, from Jared Zaifman, CEO, London Home Builders' Association;

it being pointed out that the Planning and Environment Committee heard verbal delegations from the following with respect to these matters:

- Mike Wallace, Executive Director, London Development Institute; and,
- Jared Zaifman, CEO, London Home Builders' Association. (2022-D14)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to grant delegation status to M. Wallace, Executive Director, London Development Institute and J. Zaifman, CEO, London Home Builders' Association, with respect to this matter.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) December 2021 Building Division Monthly Report

Moved by: S. Lewis

Seconded by: S. Lehman

That the Building Division Monthly Report for December 2021 BE RECEIVED for information. (2022-A23)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 5:55 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 475 Grey Street (OZ-9406)

- Matt Campbell, Zelinka Priamo Ltd.: Good afternoon Madam Chair, it's Matt Campbell from Zelinka Priamo. Can you hear me okay? Wonderful. Thank you very much and thanks for the opportunity to speak today. We're very excited to bring this application to Planning Committee. Our firm has been working on this particular property for upwards of four years or so now and it's great to see an application come before Planning Committee for the reuse of this site. As Laurel mentioned, it is a thirty-six-unit development in two buildings, two and a half storey stacked townhouse. This is a form of housing that is somewhat new to London; we've done a few what we call triple stacked townhouses and as you'll find in the by-law, there is a specific definition for this. This is simply because there isn't a standard definition that addresses three units. I don't have a whole lot to add to the discussion at this time other than to comment on the CN Rail issue. Just to be clear, the recommendation from the Canadian Railway Federation is a fifteen-meter setback, which we will exceed that. We are working with CN and a Structural Engineer for designing a berm and retaining wall combination so we can potentially maximize the number of parking spaces on this property and make the site function in accordance with all of the guidelines that are being applicable in this case. I do know that there was a comment from the public that's on the Added Agenda, making reference to trees and the notion of providing or contributing to the city's overall canopy coverage. We are intending to provide as many trees as feasible on this site, particularly on the east side where we're doing this berm structure that's required to mitigate against the railway so there's opportunities all over the site to provide a number of large canopy shade trees which we will be looking at through the site plan approval process. I do want to note that staff have been great to work with through this process. I know that everyone these days is under a lot of stress, a lot of workload and we're certainly thankful for the opportunity to work with staff and if I can say, I think Laurel's done a great job with this one so far and we thank her for her work. If there's any questions from the Committee, I'm happy to answer as well as we have the developer and the architect on the call today as well so we can answer any questions that you might have. Thank you very much and I'm looking forward to the Committee's recommendation on this one.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – 346, 370 and 392 South Street, 351, 373 and 385 Hill Street

- Harry Froussios, Zelinka Priamo Ltd.: Good afternoon Chair and Members of the Committee. It's Harry Froussios from Zelinka Priamo speaking to you this afternoon on behalf of Vision SoHo Alliance and also in attendance with me this afternoon is Laura Gurr from Cohen Highley Lawyers. She actually has done most of the work on this one and will be able to answer any questions, any technical questions, that you may have on this application. I did want to thank Alison and staff for bringing this application forward this afternoon in a very timely manner. We've been working very well with staff. As you are aware, we were in front of Planning Committee back in November of last year requesting amendments to the Official Plan and Zoning By-law as well as site plan approval for this development and at that point in time we'd established the site-specific policies to allow the vacant land condo process to proceed to where we are this afternoon. Really, we're here just to answer any questions you may have Madam Chair and we look forward to moving forward with this exciting application. Thank you.

Audit Committee Report

1st Meeting of the Audit Committee
February 9, 2022

PRESENT: Deputy Mayor J. Morgan (Chair), M. van Holst, J. Helmer, S. Turner, L. Higgs

ALSO PRESENT: M. Schulthess and K. Van Lammeren.

Remote Staff Attendance: L. Livingstone, A. Barbon, J. Barbour (MNP), M. Bushby, B. Card, I. Collins, S. Corman, J. Davison, K. DenBok (KPMG), L. Hamer, R. Hayes, D. Jaswal (MNP), S. King, J. Kostyniuk, D. MacRae, S. Maguire, J. Pryce (Deloitte), P. Racco (MNP), M. Redden (KPMG), G. Rodrigues (MNP), C. Smith, S. Swance, T. Wellhauser.

The meeting is called to order at 12:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, J. Helmer, M. Cassidy, M. Hamou, S. Turner, J. Fyfe-Millar; and L. Higgs.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 14, 2022

That Councillor Helmer BE APPOINTED as Vice Chair for the term ending November 14, 2022.

Motion Passed

2. Consent

None.

3. Scheduled Items

3.1 Introduction of MNP - Deepak Jaswal, Senior Manager, Enterprise Risk Services, MNP

That it BE NOTED that a verbal presentation from D. Jaswal, Senior Manager, Enterprise Risk Services, MNP, G. Rodrigues, Partner, National Leader, Internal Audit, MNP, J. Barbour, Partner, MNP, and P. Racco, Partner, MNP, with respect to an introduction to Internal Audit Services for the City of London, was received.

4. Items for Direction

4.1 Audit Planning Report for the Year Ending December 31, 2021

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2021, BE APPROVED.

Motion Passed

- 4.2 London Downtown Closed Circuit Television Program for the Year Ending December 31, 2021

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2021, BE RECEIVED.

Motion Passed

- 4.3 Internal Audit Dashboard as at January 31, 2022

That the communication from Deloitte, regarding the internal audit dashboard as of January 31, 2022, BE RECEIVED.

Motion Passed

- 4.4 Internal Audit Summary Update

That the communication dated January 31, 2022, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

Motion Passed

- 4.5 Observation Summary as at October 22, 2021

That the Observation Summary from Deloitte, as of October 22, 2021, BE RECEIVED.

Motion Passed

- 4.6 Advanced Traffic Management System (ATMS) Project Review

That the Internal Audit Report from Deloitte with respect to Advanced Traffic Management System (ATMS) Project Review performed December 2021, issued January 28, 2022, BE RECEIVED.

Motion Passed

- 4.7 Fire Process Assessment

That the Internal Audit Report from Deloitte with respect to Fire Process Assessment performed November 2021 to January 2022, issued January 28, 2022, BE RECEIVED.

Motion Passed

- 4.8 Fleet Allocation and Utilization Management Assessment

That the Internal Audit Report from Deloitte with respect to Fleet Allocation and utilization Management Assessment performed November 2021 to January 2022, issued January 28, 2022, BE RECEIVED.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Adjournment

That the meeting BE ADJOURNED.

The meeting adjourned at 1:25 PM.

Motion Passed



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

February 9, 2022

Mayor and Members of Council

Re: Proclamation – International Day for the Elimination of Racial Discrimination – March 21, 2022

The London & Middlesex Local Immigration Partnership organization submitted the attached “Proclamation Request Form” on February 4, 2022 in support of their request for the Municipal Council to proclaim March 21, 2022 “International Day of the Elimination of Racial Discrimination”. Given the next Council meeting is the day after their request, I am seeking support of the following emergent motion.

Leave

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion related to a request for support from Councillor Cassidy of the application from London & Middlesex Local Immigration Partnership, submitted on February 4, 2022, to proclaim March 21, 2022 “International Day of the Elimination of Racial Discrimination”.

Emergent Motion

That based on the application from London & Middlesex Local Immigration Partnership, March 21, 2022 BE PROCLAIMED “International Day of the Elimination of Racial Discrimination” day.

Respectfully submitted,

Maureen Cassidy
Councillor, Ward 5

February 4, 2022

Chair and Members, Corporate Services Committee,
City of London, Ontario

Dear Chair and Members,

As Community Co-chair of the London & Middlesex Local Immigration Partnership (LMLIP), I am pleased to submit the attached proclamation request of Dr. Victoria Esses, Chair of the Welcoming Communities Work Group of the LMLIP. This proclamation request is for the International Day for the Elimination of Racial Discrimination.

The London & Middlesex Local Immigration Partnership (LMLIP) is a community collaborative initiative funded by Refugees, Immigration and Citizenship Canada since 2009, to facilitate the successful integration of immigrants in our region. LMLIP is co-led by the City of London and driven by more than 100 volunteers from different sectors including immigrants with lived experience and Western University.

Please see the attached background on the work that has been done by the LMLIP and its partners since 2017, in commemoration of the International Day for the Elimination of Racial Discrimination, to make our City and region a more welcoming community.

Thank you for considering this request



Dev Sainani
Community Co-chair

Cc: Jill Tansley, LMLIP Co-Chair, City of London

Proclamation Request Form

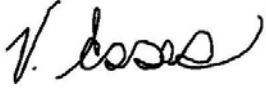
Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON,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

Request details

Name of Organization
London & Middlesex Local Immigration Partnership
Date Proclamation Required
Monday, March 21, 2022
Proclamation Name
International Day for the Elimination of Racial Discrimination (https://www.un.org/en/observances/end-racism-day)
Proclamation Type (day, week or month)
Day
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations)
International Day of Significance
Requester Name
Dr. Victoria Esses
Requester Telephone Number
Requester Email Address
Requester Address
The Skill Centre, 141 Dundas St, 3 rd floor London, Ontario N6A 1G3
Provide details of your Organization's Connection to London
LMLIP is a collaborative community initiative, funded by Immigration, Refugees, and Citizenship Canada, and supported by the Government of Ontario and the Association of Municipalities of Ontario. It is co-led by the City of London and a community member. Each year the LMLIP hosts an All Are Welcome event to mark the U.N Day for the Elimination of Racial Discrimination. The event is open to all and features a theme which relates community priorities.
Required Supporting Documents
<ul style="list-style-type: none">• Detail information on the Organization – See attached letter• Detail information on the Event• Confirmation of authorization from the Organization to submit the request

The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws

Signature

A handwritten signature in black ink, appearing to read 'V. Dosses', written over a horizontal line.

Date January 3, 2022

NOTICE OF COLLECTION OF PERSONAL INFORMATION

Personal information collected on this form is collected under the authority of the *Municipal Act, 2001*, S.O. 2001, c. 25 and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunder@london.ca

Background Information

On March 1, 2017, the London & Middlesex Local Immigration Partnership (LMLIP) proactively engaged stakeholders, community leaders, ethno-cultural groups, faith groups and residents in the region to have a better understanding on discrimination in all its forms. The event also identified stakeholders with whom the LMLIP would work with, to combat racism and discrimination in all its forms annually to commemorate the *International Day for the Elimination of Racial Discrimination*. An action plan was created moving forward.

Based on the learning from the March 1 2017 event, LMLIP with its community partners in the settlement sector and Western University have been organizing the annual event, *All Are Welcome Here* since 2018 in the month of March. The objective of the events is to shed more lights on discrimination, educate the public on different forms of discrimination and empower the public with resources and tips.

On March 21, 2018, in commemoration of the *International Day for the Elimination of Racial Discrimination*, we gathered to learn about the different forms and settings in which discrimination occurs; to discuss how we can combat racial, ethnic and religious discrimination personally and in our community; and to celebrate our efforts to create a more welcoming community.

On March 19, 2019, we celebrated the *International Day for the Elimination of Racial Discrimination*, by discussing how we can combat racial, ethnic and religious discrimination personally and in our community; and continued to acknowledge the efforts to create a more welcoming community.

On March 12, 2020, we celebrated the annual *International Day for the Elimination of Racial Discrimination*, by learning about conscious and unconscious biases in employment and housing and their effects on the experiences of immigrants in our region.

Last year, on March 22, as we celebrated the *International Day for the Elimination of Racial Discrimination*, we also heard inspiring stories of supports provided by both immigrants and more established members of our community, and acknowledged the first recipient of the annual *LMLIP Welcoming Landlord Award*.

LMLIP continues to acknowledge the *International Day for the Elimination of Racial Discrimination*. On March 21, 2022, LMLIP and its partners will host the fifth annual *All Are Welcome Here* with the focus on “What unites us is stronger than what divides us”. This year’s objective is bring the learning from recent reports on discrimination in our region and learn about what is happening and what is done to address racial discrimination. Our interactive activities provides opportunities for participation from the attendees.

Co-led by:



Funded by:



Immigration, Refugees
and Citizenship Canada

Financé par :

Immigration, Réfugiés
et Citoyenneté Canada

Bill No. 90
2022

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 15th day of
February, 2022.

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 February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

Bill No. 91
2022

By-law No.

A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario and The Corporation of the City of London for the provision of funding to undertake the Site Plan Resubmission Process Review under this intake of the Audit and Accountability Fund.

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 the financial management of the municipality;

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

1. The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding to retain an independent third-party reviewer to undertake the Site Plan Resubmission Process Review (the "Agreement") substantially in the form attached as Appendix "A" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Planning and Economic Development or their written delegate is hereby authorized to approve any amending agreements to the Agreement provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Planning and Economic Development under section 3 of this by-law.
5. The Deputy City Manager, Planning and Economic Development or their written delegate is delegated the authority to execute any financial reports required under the Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement as approved in section 1, above.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 15th, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

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 “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

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 form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 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.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- 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
Municipal Affairs and Housing**

Date

Name: **The Honourable Steve Clark**
Title: **Minister of Municipal Affairs and Housing**

The 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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following 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 Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“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 other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it 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 federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **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 A7.0; 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.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **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;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent 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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four 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 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;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **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 and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, 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) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon 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.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (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 Record 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.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such 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.

A15.3 **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.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province 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 may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **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.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 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.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **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.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$305,280
Expiry Date	March 31, 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

- B1 **Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,
- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE “C”
PROJECT**

Title
City of London Site Plan Resubmission Process Review
Objectives
The objective of the Project is to review the Recipient’s site plan resubmission processes, turnaround times, and review processes with the goal of identifying efficiencies and improving customer service.
Description
<p>The Recipient will retain an independent third-party reviewer to identify opportunities for effectiveness and efficiency in the Recipient’s Site Plan Resubmission process. The review will include the following:</p> <ul style="list-style-type: none"> • Evaluate effects of detailed input at consultation stage; • Compare the data from 2019, 2020 and 2021 for digital submissions, and evaluate working remotely for improvement in turnaround times; • Compare number of workdays and calendar days (statutory vs actual) for first submission applications and determine if the turnaround times are substantially improved; • Conduct stakeholder consultation; • Review the number of resubmissions and impacts to workload; and • Provide recommendations on condensing review processes, streaming application processes and working with the development community on improved processes. <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by February 1, 2023.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include detailed explanations and calculations of identified potential quantifiable efficiencies and/or cost savings.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$305,280

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement. 	Initial payment of \$167,904 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> • Submission of Interim Progress Report Back to the Province. • Submission of Final Report Back to the Province, which includes a copy of the Independent Third-Party Reviewer’s Report. • Publishing of Independent Third-Party Reviewer’s Report on the Recipient’s publicly accessible website. 	Final payment of up to \$137,376 made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back

**SCHEDULE “F”
REPORTS**

Name of Report	Reporting Due Date
1. Interim Progress Report Back	May 31, 2022
2. Final Report Back and Invoices	February 1, 2023

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by **May 31, 2022** using the reporting template provided by the Province.

The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by **February 1, 2023** using the reporting template provided by the Province.

The Final Report will include:

- A copy of the Independent Third-Party Reviewer’s final report.
- A hyperlink to the Independent Third-Party Reviewer’s final report on the Recipient’s publicly accessible website.
- A 250-word abstract of the Project and its findings.
- The actual amount paid by the Recipient to the Independent Third-Party Reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the total amount of service delivery expenditures reviewed, and a statement of the total amount of reviewed expenditures that are identified as potential quantifiable efficiencies and/or cost savings in the Independent Third-Party Reviewer’s Report. This will be the performance measure for the Project.

Bill No. 92
2022

By-law No. A.- ____ - ____

A by-law to approve an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management, for the continued contracted operation of the Elgin-Middlesex Pumping Station.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and 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 Amending Agreement attached as Schedule "1" to this By-law, between Ontario Clean Water Agency and the Corporation of the City of London, the Aylmer Area Secondary Water Supply System Board of Management, and the St. Thomas Secondary Water Supply System Board of Management for the operation, maintenance, and management of the Elgin-Middlesex Pumping Station is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk BE AUTHORIZED to execute the Agreement, substantially in the form attached to this by-law, and satisfactory to the City Solicitor, and all documents required to fulfill its conditions.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 15, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading – February 15, 2022
Second reading – February 15, 2022
Third reading – February 15, 2022

Schedule 1
AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the _____ day of _____, 2022.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the *Capital Investment Plan Act, 1993, c.23*, Statutes
of Ontario.

(referred to in this Amending Agreement as “OCWA”)

A N D

**THE CORPORATION OF CITY OF LONDON, AYLMER AREA SECONDARY
WATER SUPPLY SYSTEM BOARD OF MANAGEMENT and THE ST.
THOMAS AREA SECONDARY WATER SUPPLY SYSTEM BOARD OF
MANAGEMENT**

(referred to in this Amending Agreement as the “Client”)

(Each a “Party” and together, “the Parties”)

WHEREAS the Client and OCWA entered into an agreement effective July 1, 2017 concerning the operation and maintenance of the Client’s Facility (the “Existing Agreement”) attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA agree to renew the term of the Existing Agreement for additional five years and six months which shall start on July 1, 2022 and end on December 31, 2027 with an option to renew for additional five-year periods or such other period as may be agreed upon by the Parties.

AND WHEREAS the Client and OCWA agree to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Corporation of the City of London passed By-Law No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

AND WHEREAS the Board of the Aylmer Area Secondary Water Supply System Board of Management passed By-Law No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

AND WHEREAS the Board of the St. Thomas Area Secondary Water Supply System Board of Management passed Motion No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

Amendments to the Existing Agreement:

2. **Section 2.9 Waiver of Consequential Damages** is hereby inserted in the Existing Agreement as follows:

“Section 2.9 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.”

3. **Section 2.7** of the Existing Agreement is hereby amended to insert the following:

“(f) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis.”

4. **Section 4.1** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.1 – Initial Term of Agreement

This Agreement shall start on July 1, 2022 the “Effective Date” and shall continue in effect for a term of five years and six months, ending December 31, 2027 (the “Renewal Term”) and then may be renewed for additional five-year (or such other period as may be agreed upon between the Parties) renewal terms (each a “Renewal Term”) upon written agreement between the Parties, subject to Sections 4.3 and 6.2 of this Agreement.”

5. **Section 4.12** of the Existing Agreement is hereby amended to insert the following:

“(d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change”

6. Section 6.2 of the Existing Agreement is hereby deleted and replaced with the following:

“Section 6.2 – Early Termination”

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to the costs of cancelling or transferring agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.”

7. Section 6.5(a) of the Existing Agreement is hereby deleted and replaced with the following:

“(a) The log book(s) for the Facility, (including electronic, hard copy or other formats not captured at the signing of the Agreement).”

8. Section 7.9(a)(i) of the Existing Agreement is hereby deleted and replaced with the following:

“(i) If to the Clients:

City of London
663 Bathurst St.
London, ON N5Z 1P8

Telephone: (519) 661-2500, ext. 4938
Fax: (519) 661-2352
Email: jsimon@london.ca
Attention: Division Manager, Water Operations, City of London

Township of Malahide
87 John St. South
Aylmer, ON N5H 2C3

Telephone: (519) 773-5344 ext. 231
Fax: (519) 773-5334
Email: MSweetland@malahide.ca
Attention: Director of Public Works

City of St Thomas
545 Talbot St,
St. Thomas, ON N5P 3V7

Telephone: (519) 631-1680
Email: jlawrence@stthomas.ca

Attention: Director of Environmental Services

With copy to the Regional Water Supply:

Elgin Area Primary Water Supply System
235 North Centre Road, Suite 200
London, ON M5X 4E7

Telephone: (519) 930-3505
Fax: (519) 474-0451
Email: ahenry@huroneginwater.ca
Attention: Director, Regional Water Supply

(ii) if to OCWA:
Ontario Clean Water Agency
450 Sunset Drive Suite 370
St Thomas, ON N5R 5B1

Telephone: (519) 519 871 6762
Fax: N/A
Email: cmurchland@ocwa.com
Attention: Regional Hub Business Manager”

9. Schedule A – The Facility of the Existing Agreement is hereby deleted and replaced with a new Schedule A, which is attached to this Agreement.

10. Schedule B – Definitions of the Existing Agreement is hereby amended to remove the following definition of ““MOECC” means the (Ontario) Ministry of the Environment and Climate Change” and replaced with following:

“MECP” means the Ministry of the Environment, Conservation and Parks”

All references in the Existing Agreement where MOECC is used should be replaced with MECP. An amended Schedule B is attached to this Agreement.

Additional wording has been included to reflect the CPI adjustment will be based on Ontario rates.

11. Schedule C – The Services of the Existing Agreement is hereby deleted and replaced with a new Schedule C, which is attached to this Agreement.

12. Schedule D – The Annual Price and Other Charges of the Existing Agreement is hereby deleted and replaced with a new Schedule D, which is attached to this Agreement.

13. Schedule E – Insurance of the Existing Agreement is hereby deleted and replaced with a new Schedule E, which is attached to this Agreement.

14. Schedule H – Pricing to the Existing Agreement is hereby deleted and replaced with a new Schedule H, which is attached to this Agreement.

Renewal of the Existing Agreement:

15. The Parties have agreed to renew the Existing Agreement for an additional term (the “Renewal Term”) of five (5) years and six (6) months pursuant to Section 4.1 of the Existing Agreement (as amended from time to time). The Renewal Term shall commence on July 1, 2022 and end on December 31, 2027.

16. Pursuant to Section 4.3 of the Existing Agreement, the Client shall pay OCWA a price for the Services for each Year of the Renewal Term in the following amounts (the “Annual Price”):

- i. For the period from **January 1, 2022** through to **December 31, 2022** (Year One) inclusive: \$216,063.53 (being the annual rate for 2021) + CPI (Ontario) as defined September of 2021. The Annual Price for each following Year of the Renewal Term shall be calculated by adding CPI (Ontario) as defined in September of the previous year to the current annual rate (Example: 2023 Annual Price will be calculated as 2022 rate + CPI (Ontario) as defined in September 2022). The CPI (Ontario) Adjustment shall be calculated annually as soon as necessary information is available from Statistics Canada (Ontario CPI Index) based on September defined values.

17. All other terms and conditions in the Existing Agreement shall continue to apply, *mutatis mutandis*. The Parties hereby covenant and agree that each of them shall perform and observe the terms, covenants and provisos contained in the Existing Agreement as fully as if such terms, covenants and provisos had been repeated in this Amending Agreement in full, with such modifications only as are necessary to make them applicable to and consistent with this Amending Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing By: _____
(Authorized Signing Officer)

Date of Signing By: _____
(Authorized Signing Officer)

THE CORPORATION OF THE CITY OF LONDON

Date of Signing By: _____
(Authorized Signing Officer)

Date of Signing By: _____

(Authorized Signing Officer)

**AYLMER AREA SECONDARY WATER SUPPLY
SYSTEM BOARD OF MANAGEMENT**

Date of Signing

By:

(Authorized Signing Officer)

Date of Signing

By:

(Authorized Signing Officer)

**ST. THOMAS AREA SECONDARY WATER
SUPPLY SYSTEM BOARD OF MANAGEMENT**

Date of Signing

By:

(Authorized Signing Officer)

Date of Signing

By:

(Authorized Signing Officer)

SCHEDULE A - The Facility

OVERVIEW

This Schedule contains a description of the following:

- Description of existing system
- Description of future capital works
- Description of scope of work

DESCRIPTION OF EXISTING SYSTEM

Overview

The Elgin Middlesex Pumping Station is located at 490 South Edgeware Road, northeast of the City of St. Thomas in the Municipality of Central Elgin.

The Elgin Middlesex Pumping Station (EMPS) property and buildings are owned by the Elgin Area Primary Water Supply System Joint Board of Management.

Within the Elgin Middlesex Pumping Station is process equipment owned by the following:

1. City of London
2. Aylmer Area Secondary Water Supply System Joint Board of Management, administered by the Municipality of Malahide
3. St. Thomas Area Secondary Water Supply System Joint Board of Management, administered by the City of St. Thomas

Delineation of the system ownership between the Elgin Area Primary Water Supply System and the other systems is included in the CD/DVD of supporting information that has been provided as part of the *Request for Proposals for Lake Huron & Elgin Area Primary Water Supply Systems Contract Successful Proponent Procurement dated August 2, 2011*, under the folder E3 -Drawings – EMPS.

At present, the Supervisory Control and Data Acquisition (SCADA) system is monitored at the Elgin Area Water Treatment Plant (WTP).

City of London Water System

The City of London portion of the EMPS comprises the following:

- Piping and valves specific to the London pump trains up to the chamber immediately to the North of the surge building excluding the flow meter which is owned by EAPWSS
- three centrifugal pumps, all at constant speed known as Pump 4, Pump 5 and Pump 6
- one hydropneumatic surge tank with two air compressors and a surge relief piping system configured on the discharge and suction pump header

- piping, electrical, mechanical, instrumentation, and SCADA/PLC controls

Aylmer Area Secondary Water Supply System

The Aylmer Area Secondary Water Supply System portion of the EMPS comprises the following:

- piping and valves specific to the Aylmer pump trains up to and excluding the flow meter located on the discharge header
- two variable speed centrifugal pumps
- one 600 kW emergency diesel generator (shared with St. Thomas Area Secondary Water Supply System)
- one rechlorination system using chlorine gas (shared with St. Thomas Area Secondary Water Supply System)
- piping, electrical, mechanical, instrumentation, and SCADA/PLC controls

St. Thomas Area Secondary Water Supply System

The St. Thomas Area Secondary Water Supply System portion of the EMPS comprises the following:

- piping and valves specific to the St. Thomas pump trains up to and excluding the flow meter
- three variable speed centrifugal pumps
- one 600 kW emergency diesel generator (shared with Aylmer Area Secondary Water Supply System)
- one rechlorination system using chlorine gas (shared with Aylmer Area Secondary Water Supply System)
- piping, electrical, mechanical, instrumentation, SCADA/PLC controls

Additional Information

A CD/DVD containing supporting information has been provided as part of the *Request for Proposals for Lake Huron & Elgin Area Primary Water Supply Systems Contract Successful Proponent Procurement dated August 2, 2011*.

DESCRIPTION OF FUTURE CAPITAL WORKS

London - Future consideration for replacement of the 2 air compressors related to the surge control system

St. Thomas - Future consideration to the control and operation of the St. Thomas pumps pending the final design related to the St. Thomas (Ford) water tower.”

“SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, H, I and J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licenses, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facility.

“Authorized Representative(s)” is defined in Section 2.5 of this Agreement.

“Best Practices” means best Operations and Maintenance and management practices as established in accordance with applicable Canadian water utility or industry standards that a prudent and reasonable operator of the Facilities would follow in similar circumstances, having regard to the objectives and terms of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Capital Projects” is defined in Paragraph 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “I” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI (Ontario) of September of the current Year. For example, the CPI Adjustment for Year 2021, is the CPI (Ontario) of September 2020.

“Current Term” is defined in Section 4.3 of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facility” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a claim, or notice of claim, the Party shall immediately forward such claim or notice of claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Party shall provide all documentation relating to the claim, or notice of claim;
- (c) the Party shall take such steps necessary to protect its right to defend such claim, or notice of claim, and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any claim, or notice of claim, without the prior written consent of the Party; and
- (e) the Party shall have the right to take-over the defence of any claim, or notice of claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“Municipal Drinking Water Licensing Program” means the MECP’s program which requires owners of municipal drinking water systems to obtain a “municipal drinking water license” (as defined under the SDWA) in accordance with Part V of the SDWA and as part of such process will require owners to: prepare an operational plan and submit the operational plan to the MECP; retain an accredited operating authority; obtain a “drinking water works permit” (as defined in the SDWA); prepare and submit a financial plan in accordance with Part V of the SDWA; and obtain a permit to take water.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Overall Responsible Operator” or **“ORO”** means the person who will act as the overall responsible operator pursuant to Section 23 of O.Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) in respect of the Facility.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDC” or **“Process Data Collection”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Schedule F of this Agreement.

“Regional Water Supply” is defined as the administrating body for the payment of services and utilities for the Facility. The Regional Water Supply is the Elgin Area Primary Water Supply c/o the Regional Water Supply Division of the City of London, acting in its capacity as Administrator for the Elgin Area Primary Water Supply System in accordance with Transfer

Order Elgin Area W1/1998 (dated November 29, 2000) issued by the Ontario Minister of the Environment. The Client may, at its discretion and acting reasonably, change the entity which acts as the administrating body as identified in this Agreement, subject to the Terms and Conditions of this Agreement, including but not limited to Section 7.10 (Notices).

“**Renewal Term**” is defined in Section 4.1 of this Agreement.

“**Routine Maintenance**” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected life of the equipment and components thereof and includes preventative maintenance.

“**SCADA**” means Supervisory Control and Data Acquisition.

“**SDWA**” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“**Service Fee**” is defined and described in Schedule “D”.

“**Services**” is defined in Schedule C of this Agreement.

“**Technology**” is defined in Section 7.1 of this Agreement.

“**Uncontrollable Circumstance**” is defined in Paragraph 2.2(c) of this Agreement.

“**Unexpected Expenses**” is defined in Paragraph 4.8(a) of this Agreement.

“**Utility Costs**” means natural gas, electricity, chemicals and diesel costs due to the operation and maintenance of the Facility paid by the Client.

“**WMS**” or “**Work Management System**” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“**Year**” means the 365 day period from January 1 to December 31 of the following calendar year.”

“SCHEDULE C - The Services

A. General

OCWA will use trained, certified operators and professional staff to manage, operate and maintain the systems presented in this Services Agreement to:

- Manage, operate and maintain the systems described in this Schedule
- Comply with all Applicable Laws
- Provide insurance coverage as defined in Schedule E
- Have in place adequate contingency and emergency plans acceptable to the Client and employ a workplace safety program that meets or exceeds provincial standards
- Meet the potable water performance criteria
- Conduct onsite sampling and operational testing as necessary, and sampling and laboratory testing with an accredited laboratory in Ontario
- Maintain a preventive maintenance program for the facilities, which shall include at a minimum:
 - Pump station (internal) valves, and yard/watermain valves exercised at least annually
 - Maintenance and calibration of instrumentation and analyzers
 - Maintenance of backflow prevention and meters
 - Periodic inspection of pumps and associated equipment
- Deliver detailed monthly reports to the Client that demonstrate compliance and support all future planning, including operational activities, maintenance activities, and regulatory compliance, and management system conformance. The frequency of reporting is further described in Schedule G.
- Manage all human resource functions such as payroll, recruitment, termination and employee relations
- Ship and receive (and purchase where applicable) all materials, consumables and supplies related to the operation and maintenance of the Facilities
- Obtain and pay for all software excluding the systems' PLC and HMI (SCADA) software, WaterTrax (laboratory information management system as provided by Regional Water Supply; CMMS license for use by OCWA is OCWA's responsibility)
- Provide 24-hour 7-day per week monitoring of the pumping systems and facilities, and responding to alarms, emergency response, etc. as necessary (based on twenty-four (24) call-outs per full Year)
 - Total number of call outs (24) for the three (3) combined EMPS systems
 - The above noted 24 callouts is an annual total, if callouts are required beyond the total 24 included these will be invoiced to the respective system following process of optional services
- Pay for all maintenance inclusive of pipes and, sandblasting/recoating of equipment, etc., up to and including \$1,000 per single item. Items in excess of \$1,000 will be invoiced to the Client in addition to the Service Fee

Specific components related to the Scope of Services are listed below.

B. Staffing, Training and Certification

OCWA will ensure that the Facility is visited by a licensed operator at least once per weekday (Monday to Friday) (excluding Statutory Holidays) for operational checks, includes sampling and testing, equipment operational checks, instrumentation checks, and logbook entries.

OCWA shall respond as necessary to alarms and emergencies.

OCWA shall have discretion to staff the Facility as required to fulfill deliver the Services in accordance with this Agreement and comply with the requirements in the *Safe Drinking Water Act*.

All training and fees required to maintain operator's certification in accordance with Applicable Laws shall be OCWA's responsibility.

C. Effective Management and Service Levels

OCWA will perform the Services in compliance with all Applicable Laws in effect at the time of the relevant submission, and as amended from time to time.

D. Control and Accountability

OCWA provide complete and comprehensive financial, operational and maintenance details for all activities related to the Facility's functions.

OWCA will deliver frequent formal and informal reporting to the Client, including but not limited to regular contact regarding day-to-day issues, periodic meetings, and timely delivery of all relevant documentation relating to the management, operation and maintenance of the facilities.

E. Compliance Responsibility

OCWA will ensure complete and timely compliance with all Applicable Laws.

Compliance activities or Capital Improvements that result from changes in the law or from regulatory intervention will be pre-approved by the Client.

F. Capital Improvements

OCWA will record information on the frequency and causes of equipment breakdown and repair prices to determine replacement needs.

OCWA will identify elements of the Facility that require upgrading or improvement and bring these to the attention of the Client with due regard for planning and budgeting requirements. The funding of Capital improvements will be the responsibility of the Client. The Client will have

final approval for any Capital Improvement proposed by OCWA. OCWA shall not rely in any way on the Client's annual capital budgets and acknowledges that the identification of a capital improvement in the Client's capital budgets in no way ensures that the capital improvement will be carried out by the Client.

OCWA shall provide support resources for capital projects, detailed report reviews, data compilation, and research of historic information all in support of capital improvements managed by the Secondary Boards or other requested special work.

- A 16 hour total limit on management, team leads and operations/maintenance staff resources for each project under the direction and control of the Secondary Boards.
- OCWA will in consultation with the Client at the initiation phase of each project define the support requested and estimate the number of resource hours forecasted, additional hours will be tracked and invoiced following the Optional Services

G. Asset Protection

OCWA will be the steward of the Facility on behalf of the Client. OCWA will maintain the Facility based on industry standards for similar facilities, normal wear and tear excluded.

OCWA will maintain and utilize the Client's computerized maintenance management system (CMMS; currently incorporated into the CMMS of the Elgin Area Primary Water Supply System) to control and record all maintenance activities, including but not limited to routine, preventative and breakdown maintenance activities.

OCWA will provide the Client with immediate and complete access to all available information relating to the Facility as well as regular reporting.

H. Operational and Maintenance Duties

OCWA will perform regularly scheduled inspections and carry out associated operational and maintenance duties at the Facility, including all related equipment, to ensure that the Facility is operated and maintained effectively. OCWA will perform inspection and maintenance duties in accordance with the Operations Manuals for the Facility, as well as the Operation and Maintenance (O&M) manuals developed and provided by the suppliers of the specific equipment.

I. Services Innovation and Improvement

OCWA will propose innovative strategies to the Client to enhance performance and reduce the overall cost of the Facility's operations without adversely impacting health and safety, or acceptable operating standards.

OCWA will operate and maintain the Facility cooperatively with the Client, including but not limited to the dosage of chlorine for secondary disinfection, and pumping schedules.

The Client will consider cost savings-sharing formula for dealing with savings that result from innovations proposed and implemented by OCWA.

J. Risk Management

OCWA will implement risk identification strategies and create, maintain and implement contingency, emergency, and health and safety plans to manage risk for the Client's facilities within OCWA's control under this Agreement.

OCWA will respond to emergency situations within thirty (30) minutes and appropriate staffing will be available within a reasonable amount of time based on the criticality of the emergency/alarm event.

K. Site Visits

OCWA will facilitate site visits at the Facility on a periodic basis. Visitors to the Facility will include the Client's staff, MECP staff, maintenance services staff as well as the Health Units' staff.

L. Potable Water Performance Criteria

At all times, OCWA will deliver the Services in accordance with the requirements of the *Safe Drinking Water Act*, the Drinking Water Systems Regulation (O. Reg. 170/03) and the Ontario Drinking Water Quality Standards (O. Reg. 169/03), except for Uncontrollable Circumstances.

M. Sampling and Testing Requirements

OWCA will perform sampling and testing at the Facility in accordance with the *Safe Water Drinking Act*, the Drinking Water Systems Regulation (O. Reg. 170/03), Municipal Drinking Water Licenses (or Certificates of Approval) and Applicable Laws.

Sampling and testing shall occur for the following three sub-systems separately:

1. City of London
2. Aylmer Area Secondary Water Supply System
3. St. Thomas Area Secondary Water Supply System

N. Addressing Potential Performance Concerns

OCWA is committed to maintaining excellent client service and transparent communications regarding the performance of its staff working at the Facility. If the Client has concerns about the work performance of OCWA's staff, these concerns can be forwarded in writing to OCWA's General Manager for the Facility. The Client's concerns about the work performance of OCWA's staff will be thoroughly reviewed with the assistance of OCWA's Human Resources Department, and dealt with on a case-by-case basis. OCWA will apprise the Client of the actions

taken to improve performance. In addressing issues of staff work performance, OCWA will attempt to have a resolution that is satisfactory to both Parties.”

SCHEDULE D – The Annual Price And Other Charges.

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (i) For the period from **January 1, 2022** through to **December 31, 2022** inclusive: **\$206,957.41 plus CPI at 4.4% CPI (Ontario) = \$216,063.53**. Any **following Year(s) will be set by adding CPI (Ontario) as defined in September to the current annual rate (Example 2023 will be calculated 2022 rate + CPI (Ontario) as defined in September** The CPI (Ontario) Adjustment shall be calculated annually as soon as necessary information is available from Statistics Canada (Ontario CPI Index) based on September defined values.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price (\$216,063.53) shall be **\$18,005.29**. The first payment shall be due and payable on January 1, 2022.

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates which may be adjusted on an annual basis:

- (a) Labour rates on Business Days, Monday to Friday (0730 to 1600) shall be billed at \$100.00/hour/person for an operations manager; \$90.00/hour/person for a team lead; \$70.00/hour/person for operations and maintenance staff, plus applicable expenses and plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates for after hours and on weekends shall be billed at \$127.50/hour/person for an operations manager and team lead; \$97.50/hour/person for operations and maintenance staff with a minimum four (4) hour charge; plus applicable expenses and plus vehicle expenses at \$0.50/km/vehicle.
- (c) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% of the first \$10,000; plus
- (b) 10% on the amount from \$10,000 to \$50,000; plus
- (c) 5% on the amount in excess of \$50,000.

For example, the Service associated with a capital project which required \$56,000 in supplies and materials would be \$5,800 (15% x \$10,000 + 10% x \$40,000 + 5% x \$6,000).”

“SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA’s profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.”

“SCHEDULE H – Pricing

EMPS Price Proposal – Renewal Term						
Item	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027
Total Fixed Price, excluding taxes	\$206,957.41 full year + 4.4% 2021 CPI (Ontario) Total Year \$216,063.53 Jan 1 to Jun 30 2022 \$108,031.76 July 1 to Dec 31 2022 \$108,031.76	\$216,063. 53 +CPI (Ontario)	2023 +CPI (Ontario)	2024 +CPI (Ontario)	2025 +CPI (Ontario)	2026 +CPI (Ontario)

The CPI Adjustment (Ontario), which will be calculated in accordance with the above.

The Parties agree that the Annual Fee includes:

Salaries and Benefits – salaries, on call, ORO

Transportation and Communication – data communication, mobile phone, training

Services – vehicles, lab equipment, repairs and maintenance, lab analysis, insurances as defined in Schedule E

Supplies and Equipment – lubricants, calibration, vehicle fuel, safety, laboratory, hardware supplies

Costs Included in the Annual Price:

- Annual DWQMS maintenance costs
- On call costs
- Lab costs
- Data communication and mobile phone costs
- Lifting device annual inspections
- 20 hours per week for operator
- Operator hours are Monday to Friday excluding weekends and holidays
- Shared ORO from EAPWSS

Costs Excluded from the Annual Price:

- Initial and final condition surveys
- All capital costs and or repairs in excess of \$1,000.00 pre tax
- All natural gas, diesel fuel and utilities costs

- Writing the DWQMS operational plans
- External DWQMS audit
- Chlorine gas

The Parties confirm that OCWA will continue to invoice for chlorine gas to be allocated 50% to the St Thomas Secondary Water Supply System and 50% to the Aylmer Area Secondary Water Supply System. OCWA will not require pre-approval for chlorine gas cost invoicing.”

Bill No. 93
2022

By-law No. A.-6151()-__

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 Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy, to provide additional clarity and updates.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS on December 17, 2007 the Municipal Council of The Corporation of the City of London enacted By-law 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*”;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. A.-6151-17, as amended, by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy to provide additional clarity, and updates;

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

1. 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*”, is hereby amended by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy attached as Schedule “A” to this by-law.

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

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022



London
CANADA

Procurement of Goods and Services Policy

Policy Name: Procurement of Goods and Services Policy

Legislative History: Enacted December 17, 2007 (By-law No. A.-6151-17); Amended November 23, 2009 (By-law No. A.-6151(b)-347); Amended October 4, 2010 (By-law No. A.-6151(c)-264); Amended December 6, 2011 (By-law No. A.-6151(d)-4); Amended October 30, 2012 (By-law No. A.-6151(e)-307); Amended December 11, 2012 (By-law No. A.-6151(f)-2); Amended December 19, 2016 (By-law No. A.-6151(n)-25); Amended March 21, 2017 (By-law No. A.-6151(o)-96); Amended June 26, 2018 (By-law No. A.-7742-237); Amended October 1, 2019 (By-law No. A.-6151(y)-268); Amended February 15, 2022 (By-law No. A.-6151(____)-____)

Last Review Date: February 15, 2022

Service Area Lead: Manager, Purchasing & Supply

1. Policy Statement

This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the Corporation of the City of London.

2. Definitions

Please refer to Section 3 of the attached Appendix A.

3. Applicability

Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.

4. The Policy

Please refer to the attached Appendix A.

By-law No.

- Schedule “A”

Bylaw No. A.-6151-17, Schedule “C”

Procurement of Goods and Services Policy

The Corporation of the City of London

Revised: February 15, 2022



Table of Contents

1. Procurement Goals and Objectives	5
2. General Provisions	9
3. Definitions.....	10
4. Responsibilities.....	14
5. Conflict of Interest.....	16
6. Prohibitions.....	17
7. Procurement Documentation.....	18
8. Approval Authority and Reporting Requirements.....	18
9. Low Dollar Value Procurements (up to \$15,000) – as per Schedule “A”	21
10. Informal Request For Quotation (IRFQ) (Greater than \$15,000 to \$50,000) – as per Schedule “A”	21
11. Request For Quotation (RFQ) (\$50,000 to \$100,000) – As Per Schedule “A”	22
12. Request for Proposal (RFP) – As Per Schedule “A”	22
13. Request for Tender (RFT) (Greater than \$100,000) – As Per Schedule “A”	24
14. Non-Competitive Purchases (Emergency, Sole Source, Single Source).....	24
15. Appointment of Professional Consulting Services	26
16. Blanket Purchase Contracts	28
17. Requirement for Approved Funds.....	29
18. Purchasing Cards	29
19. Bid Administration.....	32
20. Contract Administration	34
21. General.....	37
SCHEDULE “A” – Levels of Contract Approval Authority	39
SCHEDULE “B” – Goods and/or Services NOT Subject to this Policy.....	42
SCHEDULE “C” – Irregularities Contained in Bids.....	44
SCHEDULE “D” - Statement of Ethics for Public Purchasers	46
SCHEDULE “E” – Materials Management Guidelines	47

1. Procurement Goals and Objectives

Mission:

To obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

- 1.1. This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the Corporation of the City of London (herein after known as 'City').
- 1.2. The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.
- 1.3. The City encourages innovation and the use of technology which meets City specifications and industry standards in order to ensure the utilization of the most efficient and effective procurement processes and practices.
- 1.4. The City will consider the total costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs in evaluating competitive bids from responsive and responsible bidders. Where costs are submitted for more than one year, the net present value of the annual costs will be used to evaluate the costs at a discount value concurred by the City Treasurer.

The Purchasing and Supply function fully embraces the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions that are quality focused and consider the 'Total Cost of Ownership' where possible.

The City encourages its supply chain partners to have similar quality considerations with their procurement of goods and services.

1.5. Sustainable Purchasing

Sustainable Purchasing is a framework for procurement decision-making that will contribute to the City of London's procurement objective to achieve best value for the City by considering the full life cycle of products and their complete economic, environmental and social costs and benefits.

The City of London recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits. The City is committed to maximizing sustainability benefits by engaging with the public marketplace and increasing the efficiency of procurement procedures and practice.

Sustainable Purchasing Purpose

The purpose is to:

- Embed environmental and ethical criteria into the City's procurement procedures and supply chain management processes and ensure cost effectiveness and competitive pricing.
- Set specifications for goods and services that achieve environmental benefits such as waste reduction, water conservation, energy conservation, and pollution prevention and increase the development and awareness of environmentally sound procurement, efficient and durable products, reusable products and products that contain post-consumer, recyclable, non-toxic, and/or nonpetroleum content.
- Ensure safe and healthy workplaces for the people who produce goods or supply services to the City of London by requiring suppliers to adhere to minimum performance standards with respect to fair labour practices and human rights, based on core labour conventions of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards as defined in the City's Supplier Code of Conduct.

- Evaluate, as appropriate, products and services based on a full life cycle or total cost of ownership perspective that considers their complete economic, environmental and social costs and benefits.
- Evaluate, as appropriate, the sustainability performance of suppliers' internal operations and rewarding leadership and innovation among Suppliers who contribute to healthy, fair and safe workplaces and practice environmental stewardship.
- Strive to reduce the overall consumption of goods and services, where possible, through more efficient procurement procedures and practices.
- Enhance procurement practices to align with existing City sustainability initiatives, such as Leadership in Energy and Environmental Design (LEED) green building design and E3 Fleets.
- Advance a corporate culture at the City that recognizes and places a priority on sustainability.
- Adhere to the principles of public procurement by continuing to support a process that is open, fair, transparent and competitive and complying with all applicable trade agreements such as The Canadian Free Trade Agreement (CFTA).

Scope

This applies to the procurement of goods, services and construction by all Service Areas. Full implementation of the policy will be phased in over time.

Guidelines

A. Responsibilities

All City Service Areas, Offices and Agencies shall identify and purchase the most environmentally and socially responsible products and services that are available for the intended purpose at a competitive price and that meet the performance requirements. Environmental and social factors that should be considered include, but are not limited to:

- Minimization of virgin material use in product or service life cycle;
- Maximization of recycled products used in product or service life cycle;
- Environmental cost of entire product or service life cycle;
- Reuse of existing products or materials in product or service life cycle;
- Recyclability of product;
- Minimization of packaging;
- Reduction of energy/water consumption;
- Toxicity reduction or elimination;
- Elimination of uncertified hardwoods in product or service life cycle;
- Durability and maintenance requirements;
- Ultimate disposal of the product; and
- Adherence to the minimum social performance standards of the *Supplier Code of Conduct*

Purchasing & Supply staff shall adhere to the guidelines set forth in this policy when making purchasing decisions. Purchasing & Supply will be responsible for ensuring Suppliers comply with the minimum performance standards of the *Supplier Code of Conduct* and will participate in establishing annual action plans and targets, developing relevant tools and procedures, and reporting on annual performance.

City Service Areas shall assist Purchasing & Supply in its implementation of this policy by supporting training, information gathering, developing of environmental

specifications, and evaluation of products and services and suppliers sustainability performance. End Users shall work with Purchasing & Supply to set product and service specifications and evaluate products and services based on these specifications.

B. Metrics and Reporting System

Sustainable purchasing performance indicators and annual targets will be defined. A reporting system will track performance against these indicators and report on achievement of targets.

C. Program Resourcing

Adequate resourcing (e.g. human and financial) will be assessed regularly to ensure successful implementation of the Sustainable Purchasing Policy.

D. Phased Implementation

Sustainable Purchasing will be phased in over time through the selection of priority products and service based on a defined set of selection criteria (e.g. cost saving potential, sustainability impacts, market availability).

1.6. Supplier Code of Conduct

The Supplier Code of Conduct sets the minimum performance standards for Suppliers and their subcontractors and supports the City of London's Sustainable Purchasing. The goal of the Supplier Code of Conduct is to ensure safe and healthy workplaces for the people who make goods, services and construction for the City, where human and civil rights conditions meet internationally agreed upon standards.

The Supplier Code of Conduct will ensure that Suppliers are in compliance with the International Labour Standards (i.e. core labour conventions) of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards. The City will apply the Supplier Code of Conduct as one of the criteria used in its selection of Suppliers. It is a requirement that City Suppliers and their sub-contractors follow this code.

Compliance Requirements

City Suppliers and their sub-contractors must strive to comply with all national and other applicable laws of the country(ies) of operations or applicable to the manufacturing of goods or delivery of services, including, but not limited to those laws relating to working conditions, human rights, health and safety and the environment. For goods and services produced in Canada, Canadian laws will apply. For goods and services produced outside of Canada, and where foreign national laws and the Supplier Code of Conduct address the same issue, the standard that is most stringent will apply, thereby ensuring that all Suppliers, regardless of their place of operation, are meeting a consistent set of minimum performance standards related to human rights and fair workplace practices. The application of the Supplier Code of Conduct will be phased in over time.

Minimum Performance Standards

The following nine standards are based on the ILO International Labour Standards (i.e. labour conventions) that directly support the Universal Declaration of Human Rights and address the worst forms of child and forced labour. These core conventions set out reasonably achievable minimum standards for working conditions in manufacturing facilities and factories internationally. The [ILO International Labour Standards](http://www.ilo.org) are available online at: <http://www.ilo.org>.

a. Freely Chosen Employment

The Supplier shall employ workers who choose to be employed by the Supplier's company. The Supplier shall not use any forced, bonded or indentured labour or involuntary prison labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

b. Child Labour

The Supplier shall commit to a zero-tolerance policy toward the use of child labour in any stage of manufacturing. The term “child” refers to any person under the age of 15 (or 14 where the law of the country of manufacture allows). Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is permitted.

c. Non-discrimination and Diversity

The Supplier shall promote cooperation, individual responsibility and acceptance of diversity among its employees. The Supplier and its employees shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, place of origin, ancestry, source of income, pregnancy, religion, political affiliation, union membership, family status or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be unlawfully used in a discriminatory way.

d. Health and Safety

Workers will be provided with a safe and healthy work environment. Conditions in all work and residential facilities shall be safe, clean, and consistent with all applicable laws and regulations regarding occupational health and safety. The Supplier shall adequately inform employees of their health and safety guidelines in terms of equipment, training, management, and work practices.

e. Employee Treatment, Harassment and Abuse

The Supplier’s employees shall be treated with respect and dignity and Supplier’s disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

f. Freedom of Association and Collective Bargaining

The Supplier shall work directly with employees to find solutions to any outstanding legal and employment issues while at all times respecting worker rights to obtain representation, join labour unions, and/or bargain collectively. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

g. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate. Deductions from wages as a disciplinary manner is not permitted and payment shall occur in a timely manner with record of payment (e.g. pay stub).

h. Hours of Work

The Supplier shall ensure regular working hours do not exceed forty eight (48) hours per week, and that the combination of regular hours and required overtime hours do not exceed sixty (60) hours per week except in emergency circumstances.

i. Environmental Responsibility

Suppliers shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or ‘in-house’ practices (e.g. energy conservation in their buildings). Suppliers must not be in violation of

any national environmental regulations and should be striving to meet third-party standards.

2. General Provisions

- 2.1 Unless otherwise provided in accordance with this Policy, the Manager of Purchasing and Supply and the authorized employees of Purchasing and Supply shall act for the City, for the purchase and disposal of all goods and/or services and shall be responsible for providing necessary advice and services required for such purchases and/or disposals in accordance with the method of purchase authorized by this Policy.
- 2.2 No purchase of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this Policy will not be accepted, and any invoices received may not be processed for payment.
- 2.3 Unless otherwise provided in accordance with this Policy, the purchase of all goods and/or services shall be authorized in accordance with the provisions of Schedule "A" to this Policy.
- 2.4 Requisitions or purchase orders shall not be arbitrarily structured to alter the relationship of the price to the preauthorized expenditure limit.
- 2.5 The procedures prescribed in this Policy shall be followed to make an award or to make a recommendation of an award to Committee and City Council.
- 2.6 Wherever possible, it should be the intent of the client service areas to procure goods and/or services of like nature as a combined effort in order to benefit from economies of scale.
- 2.7 During the public procurement process, internal City bids will not be considered as the analysis of in-house versus out-source (procurement) will be made prior to any such process.
- 2.8 Definitions specific to this Policy are documented in Section 3.
- 2.9 The City recognizes that mistakes and misunderstandings may occur; bidders may feel aggrieved and may seek to dispute the recommendation of an award of a contract. To maintain the integrity of the process, bidders who believe they have been treated unfairly can make this known by contacting the Manager of Purchasing and Supply prior to the award of the contract. The bidder must file the formal dispute for an appeal in writing within two (2) City of London business days of notification to the bidder by the City that their bid is not acceptable and request a hearing meeting with the Manager of Purchasing and Supply (or delegate). This meeting must be held within seven (7) City of London business days of notification. If the bidder disagrees with the decision of the hearing meeting the next step is to formally appeal to the City Treasurer (or delegate) in writing within seven (7) City of London business days. If the bidder disagrees with the decision of the City Treasurer, the next step is to formally appeal in writing to the City Clerk within seven (7) City of London business days. The Corporate Services Committee will hear the appeal and make a recommendation to Council regarding the dispute. City Council's decision on the Committee's recommendation is final.

The City may, in its absolute sole discretion, reject any other bids submitted if the bidder, or any officer or Deputy City Manager of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in/or during a dispute appeal of decision for the contract award action against the City.

In determining whether or not to reject a bid under this clause, the City will consider delays in awards of this or subsequent City contracts and whether the dispute or appeal is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder. The City will also

consider delays in awards of subsequent City contracts with other contractors and the potential for those additional costs resulting in delays associated with this dispute/appeal.

There are strict time limits to file a dispute appeal. If the bidder is unsure of the deadline for appeal, they must seek direction from the Manager of Purchasing and Supply. Failure to seek and follow these directions will result in the appeal being dismissed.

- 2.10 This Policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.
- 2.11 Goods and/or services NOT subject to this Policy are listed in Schedule "B". The final determination of whether goods and/or services qualify for exemption under Schedule "B" shall be determined by the City Treasurer (or delegate).
- 2.12 Additional information on the administration of the procurement process can be found in Schedule "E" entitled Materials Management Guidelines.
- 2.13 Where a Service Area does not involve the complete utilization of the City's Purchasing and Supply Division as the procurement agent (e.g., small value contracting, or call-ups under the standing offer agreement, or user-administered tenders) then the Service Area is responsible for: Disclosing designated substances; Including designated substance and asbestos clauses in the tender/contract documents (Refer to Asbestos Management Program Appendices), and providing Pre-Demolition, Alteration or Renovation surveys to include pre-existing designated substance information.
- 2.14 In accordance with Ontario Regulation 191/11 under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) as amended, the City of London shall consider accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In which case, an explanation will be provided upon request.
- 2.15 No purchase of goods and services associated with computer software, hardware and/or telecommunications equipment will be authorized without the completion of appropriate Information Technology reviews as determined by Information Technology Services and the authorization, in writing, of the Director, Information Technology Services (or delegate).
- 2.16 When Grants or Stimulus Funding are received by the City, the use of that funding for Procurements is subject to the Procurement of Goods and Services Policy, notwithstanding any specific conditions placed by the provider.

3. Definitions

In this Policy, unless a contrary intention appears,

'Acting' means the formal delegation of approval authority by the person in the position of authority to the person acting in that role on a temporary basis.

'Addendum' (Addenda) means the form of a document used to officially change, add and/or delete information contained within a Competitive Bid. By issuing an Addendum, the Competitive Bid itself changes to incorporate the Addendum.

'Agreement' means a formal written legal agreement or contract for the supply of goods, services, equipment or construction.

'Award' means a bid is formally accepted by the City and has obtained the required approval as defined in Section 8.5 and Schedule "A". An award may be executed by the issuance of a Purchase Order, Contract Record or formal Agreement.

'Best Value' means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset.

'Bid' means a response to a competitive bid issued by the City.

‘Bidder’ means a person, corporation or other entity that responds, or intends to respond to a competitive bid.

‘Bid Deposit’ means currencies, certified cheques, bid bond issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario or another form of negotiable instrument acceptable to the City to compensate the City if the successful bidder does not enter into a contract.

‘Blanket Purchase Contract’ means any contract for the purchase of goods and/or services which will be required frequently or repetitively but where the exact quantity of goods and/or services required may not be precisely known or the time period during which the goods and/or services are to be delivered may not be precisely determined.

‘City’ means The Corporation of the City of London.

‘City Manager’ means a person, or person ‘acting’ in this capacity serving as the head of Civic Administration. The City Manager may also exercise the approval authority of a Deputy City Manager.

‘City Treasurer’ means a person, or person ‘acting’ in this capacity with chief responsibility for Corporate Finances at the City (Deputy City Manager, Finance Supports and City Treasurer, Chief Financial Officer).

‘Certificate of Clearance’ from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace Safety and Insurance Board certifying that the Board waives its rights under Subsection 141(10) of the Workplace Safety and Insurance Act, R.S.O. 1997, as amended.

‘Committee’ means the authorizing body (as amended by City Council) that provides initial approval prior to seeking Council approval.

‘Competitive Bid’ means REOI, RFI, RFQUAL, RFP, IRFQ, RFQ or RFT as further defined in this section.

‘Consultant’ means an external subject matter expert that provides advisory services and/or direction to City Staff when the City requires competency and/or capacity for a particular procurement that is not available in-house, excluding legal, employment and labour relations services.

‘Contract’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Contracting’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Conflict of Interest’ means a situation in which the personal interests of Deputy City Managers, officers and key staff member come into conflict, or appear to come into conflict, with the interests of the City.

‘Contract Record’ means a document which summarizes the goods and/or services to be purchased.

‘Declaration Respecting Workers’ Compensation Act, R.S.O.

1990/Corporations Tax Act’ means a declaration that the bidder has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the bidder has paid all taxes and/or penalties imposed on it pursuant to the Corporations Tax Act, R.S.O. 1990, CHAPTER C.40, as amended.

‘Delegate’ means a person who has been delegated approval authority by a position with authority under this Policy (Section 8.7).

‘Delegation of Approval Authority’ means the formal delegation of authority to perform a specific task or approval by a person in a position with authority under this Policy (Section 8.7), resulting in a ‘delegate’.

‘Delegation of Approval Authority List’ means a list prepared by the Deputy City Manager granting the formal delegation of authority to perform a task or approval (Section 8.7).

‘Dispute Committee’ means a committee comprised of the Manager of Purchasing and Supply (or delegate), the City Treasurer (or delegate), the City Manager (or delegate), and the Deputy City Manager of the client service area involved.

‘Elected Official’ means a member of (London) City Council.

‘Emergency’ means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

‘Employee - Employer Relationship’ means a worker agrees to work for the City, on a full-time or part-time basis, for a specified or indeterminate period of time, in return for wages or a salary. The City has the right to decide where, when and how the work is to be done.

‘Executed Agreement’ means a formal agreement, either incorporated in the bid documents or prepared by the City or its agents, to be executed by the successful bidder and the City.

‘Fairness Advisor’ means an external resource who focuses on the procurement process and the case law for a procurement, but is also required to have a business perspective and may provide advice to the City.

‘Fairness Commissioner’ means an external resource who works concurrently with the City’s procurement process to proactively make the process fairer and certifies the work at the conclusion. The Commissioner will provide direction to the City as required.

‘Fairness Monitor’ means an external resource who oversees a procurements’ procedural fairness, transparency and adherence, particularly as it relates to the procurement process and provides feedback to the City.

‘Goods and/or Services’ means supplies, services, materials and equipment of every kind required to be used to carry out the operations of a service area.

‘Informal Request for Quotation’ or ‘IRFQ’ means a request for prices on specific goods and/or services from selected suppliers which are submitted in writing, or as specified in the Informal Request for Quotation.

‘Insurance Documents’ means official original documents issued by an insurance company acceptable to the City and, preferably, licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the City’s insurance requirements and completed on the City standard insurance form(s); as contained in the bid document.

‘Irregular Result’ is defined in Section 8.10.

‘Irregularities Contained in Bids’ is defined in Schedule “C” and includes the appropriate response to those irregularities.

‘Irrevocable Letter of Credit’ means an irrevocable letter on the financial institution’s standard form containing a request that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or fulfill all the covenants, undertakings, terms, conditions and agreements contained in a contract.

‘Labour and Material Bond’ means a bond issued by a surety company on the City standard Form of Bond to ensure that the contractor will fulfill its obligations to its employees, subcontractors and suppliers and thereby protects the City.

‘Letter of Agreement to Bond’ means a letter or other form issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful the bonding agency will issue the required bonds.

‘Manager of Purchasing and Supply’ means a person responsible for the Purchasing and Supply section at the City. For the purposes of this Policy, when ‘Manager of Purchasing and Supply’ appears it does not include staff that has been delegated approval authority by the ‘Manager of Purchasing and Supply’, unless otherwise noted.

‘Deputy City Manager’ means a person, or person ‘acting’ in this capacity responsible for a service area at the City.

‘Obsolete’ means City assets that are no longer current or have no functional use due to being replaced by newer assets and still may have some economic value.

‘Pecuniary Interest’ means the opportunity, directly or indirectly, to profit or share in any profit derived from a competitive bid or agreement.

‘Performance Bond’ means a bond issued by a surety company on the City standard Form of Bond executed in connection with a contract and which secures the performance and fulfillment of the undertakings, covenants, terms, conditions and agreements contained in the contracts. These may also be in the form of ‘renewable performance bonds’.

‘Professional Consulting Services’ means a consulting firm, engineer or architect providing professional knowledge or construction design or technical expertise.

‘Program Administrator’ means a person who has been given the responsibility to maintain and monitor the purchasing card program at the City.

‘Proponent’ means the respondent to a Request for Proposal (RFP).

‘Purchase Order’ means the standard City procurement document issued by Purchasing and Supply to formalize a purchasing transaction with a supplier.

‘Purchasing Card’ means a credit card provided by the City’s Finance area and its use is bound by the provisions of the Procurement of Goods and Services Policy.

‘Purchase Requisition’ means a duly authorized written or electronically produced request in an approved format to obtain goods or services.

‘Request for Expression of Interest’ or ‘REOI’ means a focused market research tool used to determine supplier interest in a proposed procurement. It may be issued simultaneously with a Request for Qualifications (RFQUAL) when the proposed procurement is well defined and the purchaser has clear expectations for the procurement.

‘Request for Information’ or ‘RFI’ means a general market research tool to determine which products and services are available, scope out business requirements, and/or estimate project costs which may be used prior to issuing another type of competitive bid.

‘Request for Proposal’ or ‘RFP’ means a process where a need is identified, but the method by which it will be achieved is not prescribed at the outset. This process allows prospective suppliers to propose solutions or methods to arrive at the desired result.

‘Request for Qualifications’ or ‘RFQUAL’ means a request for list of qualified suppliers and firms who have an interest in providing services to the City, typically through a two-stage process.

‘Request for Quotation’ or ‘RFQ’ means a request for prices on specific goods and/or services as specified in the Request for Quotation.

‘Request for Tender’ or ‘RFT’ means a request for sealed bids which contain an offer in writing to execute some specified services, or to supply certain specific goods, at a certain price, in response to a publicly advertised request for bids.

‘Scrap’ means City assets that no longer have the ability to function for their original design in their current state and have minimal economic value other than primarily for recycling value.

‘Sealed Bid’ means a formal sealed response received as a part of a competitive bid.

‘Single Source’ means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. Further qualifications appear in the definition in Section 14.4.

‘Sole Source’ means that the goods and/or services are available from only one supplier. Further qualifications appear in the definition in Section 14.3.

‘Substantive Objection’ means an unsuccessful bidder requests moving to the third stage of dispute resolution as prescribed in Section 2.9.

‘Supplier’ means any individual or organization providing goods or services to the City including but not limited to contractors, consultants, suppliers, service organizations etc.

‘Surplus’ means City assets that exceed the portion that is utilized by the City, may be current, may have functional use and still have some economic value.

‘Tender’ means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids.

‘Triggering Event’ means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk to the City or serious or prolonged risk to persons or property.

‘Value Analysis’ means a life cycle costing approach to valuing a given alternative, which calculates the long term expected impacts of implementing the particular option.

4. Responsibilities

4.1. General Responsibilities

- a. All City staff delegated with approval authority (Section 8.7) shall follow the guidelines as set out in Schedule “D” ‘A Statement of Ethics for Public Purchasers’ established by the Ontario Public Buyers’ Association, as well as the City’s Conflict of Interest Policy, and Section 5 below.
- b. Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.
- c. Failure to adhere to the requirements outlined in this Policy may lead to disciplinary action up to and including termination of employment.
- d. No provision of this Policy precludes a Deputy City Manager or the Manager of Purchasing and Supply with the concurrence of the City Manager from recommending an award to Committee and City Council where:
 - i. in the opinion of a Deputy City Manager, it is in the best interest of the City to do so; or
 - ii. it is a matter of procurement procedure and, in the opinion of the Manager of Purchasing and Supply, it is in the best interest of the City to do so.

4.2. City Manager

The City Manager has the authority to instruct the Deputy City Managers not to award contracts and to submit recommendations to Committee and City Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

4.3. Deputy City Managers

- a. Have responsibility for all procurement activities within their service areas and are accountable for achieving best value while following the Procurement of Goods and Services Policy;
- b. Have the authority to delegate approval authority to staff at the appropriate levels within their service areas (Section 8.7);
- c. The Deputy City Managers have the authority to award contracts in the circumstances specified in this Policy provided that the delegated power is exercised within the limits prescribed in Schedule “A” and the requirements of this Policy are met; and
- d. When the Deputy City Manager is of the opinion that a Triggering Event has occurred, the Deputy City Manager may authorize the purchase of such goods and/or services as is considered necessary to remedy the situation without regard to the requirement for a competitive bid and may approve the necessary contract amendment. The relevant details surrounding the Triggering Event shall be included in a report and submitted to Committee as soon as possible.

4.4. City Treasurer

The City Treasurer is responsible for:

- a. Overseeing the Purchasing and Supply function;
- b. Maintaining ownership over the Procurement of Goods and Services Policy; and
- c. Approval authority as outlined in Schedule “A” and 8.5.

4.5. Manager of Purchasing and Supply

The Manager of Purchasing and Supply is responsible for:

- a. The integrity of the procurement process with the exception of those items listed in Schedule “B”;
- b. Providing professional procurement advice and service to City staff.
- c. Awards within the authority of the Deputy City Manager (or delegate) for which the Manager of Purchasing and Supply may award a contract on behalf of these positions provided that Purchasing and Supply is in receipt of a funded requisition and the requirements of this Policy are met;
- d. Monitoring compliance with this Policy;
- e. Notifying the Senior Leadership Team, in advance if possible, of non-compliance with this Policy;
- f. Rejecting any Purchase Requisitions for services where the services could result in the establishment of an employee – employer relationship; and
- g. Creating and revising administrative procedures and directions respecting:
 - i. the preparation and development of specifications;
 - ii. the requirements and form of bid deposits;
 - iii. other securities and documentation required or advisable for sealed bids;
 - iv. procedures for the opening, evaluation and recommendation of bid documents; and
 - v. such other matters of an ancillary or incidental nature to more fully carry out the intent and purpose of this Policy.

4.6. Committee and City Council Approval

Despite any other provision of this Policy, the following contracts are subject to Committee and City Council approval:

- a. Any contract requiring approval from the Ontario Municipal Board;
- b. Any contract prescribed by Statute to be made by City Council;
- c. Where a recommendation is being made to amend the total value of a contract in excess of the original bid (plus contingency), and;
 - i. it is an amount greater than \$50,000 or 3%; or
 - ii. in the opinion of the City Treasurer, funds are not available for the additional expenditure.
- d. Where a Substantive Objection (see definition in Section 3), emanating from the competitive bid has been filed with the City Treasurer prior to award of the contract;
- e. Where there is an irregular result (see Section 8.10); and
- f. Where authority to approve has not been expressly delegated.

5. Conflict of Interest

- 5.1 No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act.
- 5.2 Competitive bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to submission of the bid. Should a conflict of interest arise after the award of a contract, the conflict shall immediately be disclosed in writing to the Manager of Purchasing and Supply. Further, all competitive bid documents and agreements shall provide that in the event that a contract is awarded to a person who has not, during the bidding or contracting process, disclosed the pecuniary interest of an elected official, appointed officer or employee of the City in the contract, the contract may be cancelled at any time by the City in its entire discretion without damages or penalty.
- 5.3 In this section, 'controlling interest' means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten percent (10%) of the voting rights attached to all equity shares of the corporation for the time being outstanding.
- 5.4 For the purposes of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:
 - a. The person or his or her nominee is a shareholder in or a Deputy City Manager or senior officer of a corporation that does not offer in securities to the public; or
 - b. Has a controlling interest in or is a Deputy City Manager or senior officer of a corporation that offers securities to the public.
- 5.5 For the purposes of this section, an elected official, appointed officer or employee of the City has an indirect pecuniary interest if the person is a partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the City.
- 5.6 For the purposes of this section, the pecuniary interest in a Tender, Proposal, Quotation or contract of a parent or spouse or any child of an elected official, appointed officer or employee shall, if known to the person, be deemed to be also the pecuniary interest of the elected official, appointed officer or employee as the case may be.

6. Prohibitions

6.1 Division of Contracts

No employee of the City shall divide a purchase or a contract to avoid the requirements of the Tender, Proposal, Quotation or Purchasing Card procedures. Nor shall purchases be split in order to circumvent prescribed spending authority dollar limits as outlined in this Policy.

6.2 Interference in the Procurement Process

- a. Elected officials, appointed officers and employees shall not knowingly cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the City. This also includes a contract with any other municipality, local board or public body involved in the purchase of goods and/or services either jointly or in cooperation with the City.
- b. Elected officials shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Elected officials should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Elected officials who receive inquiries from suppliers related to any specific procurement shall immediately direct those inquiries to the Manager of Purchasing and Supply, or the City Treasurer.
- c. The only exception to the above relates to selection of internal auditors or an integrity commissioner whereby elected officials are specifically part of the evaluation team.

6.3 Official Point of Purchasing Contact and Lobbying Prohibition

- a. The City is committed to the highest standards of integrity with respect to the purchase of goods and/or services and managing the processes by which goods and/or services are acquired. The official point of purchasing contact shall be a member of the Purchasing and Supply Team. Should it be necessary or desirable to have a contact person to respond to technical issues that person shall be named in the competitive bid documents. All communications will be made by these individuals and during the procurement process, no bidder or person acting on behalf of the bidder or group of bidders shall contact any elected official, consultant or any employee of the City to attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official, consultant or employee of the City for such purposes as meetings of introduction, social events, meals or meetings related to the selection process, shall result in disqualification of the bidder for the project to which the influential activity is deemed to be directed.

Notwithstanding the foregoing, this prohibition does not apply to meetings specifically scheduled by the City Purchasing and Supply group for presentations or negotiations. Any bidder found to be in breach of this Policy shall be subject to immediate disqualification from the procurement process and may be prohibited from future opportunities at the discretion of City Council.

- b. In addition, no bidder who has been awarded the contract shall engage in any contact or activities in an attempt to influence any elected official or any employee of the City with respect to the purchase of additional enhancements, options, or modules. However, a contractor may communicate with the appropriate member of the Purchasing and Supply Team, the Manager of Purchasing and Supply or the City Treasurer for purposes of administration of the contract during the term of the contract.

- c. The determination of what constitutes influential activity is in the sole discretion of the Manager of Purchasing and Supply, acting reasonably, and not subject to appeal.
- d. Contract award decisions shall be based on clear, transparent and objective criteria that is applied free from political considerations or political interference.

7. Procurement Documentation

- 7.1 In order to maintain consistency, Purchasing and Supply shall provide guidelines to the City Manager and/or Deputy City Manager on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- 7.2 Purchasing and Supply shall review proposed procurement documentation to ensure clarity, reasonableness and quality and shall advise the City Manager and/or Deputy City Manager of suggested improvements.
- 7.3 Procurement documentation shall avoid use of specific products or brand names.
- 7.4 Notwithstanding Section 7.3, a Deputy City Manager (or delegate) may specify a specific product, brand name or approved equal for essential functionality purposes (with consideration for operating and maintenance costs) to avoid unacceptable risk or for some other valid purpose. In such instances, the Deputy City Manager (or delegate) and Purchasing and Supply shall manage the procurement to achieve a competitive situation whenever possible.
- 7.5 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations such as, but not limited to, the Standards Council of Canada, shall be preferred.
- 7.6 Deputy City Managers (or delegate) shall:
 - a. Give consideration to Value Analysis, Sustainable Purchasing and Supplier Code of Conduct;
 - b. Ensure that adequate Value Analysis comparisons are conducted to provide assurance that the specification(s) will provide best value;
 - c. Forward the Value Analysis to Purchasing and Supply for documentation in the procurement file; and
 - d. Ensure specification(s) are set to allow for an open competitive process.
- 7.7 All substantive changes to standard clauses in competitive bid documents and standard agreements shall be reviewed and approved by the City Solicitor (or delegate).
- 7.8 Unless otherwise noted in this Policy, the Manager of Purchasing and Supply (or delegate) in conjunction with the Deputy City Manager (or delegate) shall issue bid documents for goods and/or services. Purchasing and Supply shall give notice of the issuance of a competitive bid electronically via the internet as well as any other means as appropriate.
- 7.9 Internal Auditor shall review compliance with the Procurement of Goods and Services Policy, and report to the Audit Committee as set out in their audit plan.

8. Approval Authority and Reporting Requirements

- 8.1 Any person delegated approval authority pursuant to this Policy shall ensure that an approved budget, as described in Section 17 of this Policy, exists for the proposed procurement and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit and documentation requirements of the City.

- 8.2 All applicable taxes, duties and shipping shall be excluded in determining the procurement limit of authorized delegates and the type of procurement process to be followed.
- 8.3 The dollar values identified in this section represent the annual estimated procurement value for a good and/or service to be procured. The annual estimated procurement value is the cumulative value spent over a twelve (12) month period for a particular good and/or service.
- 8.4 In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.
- 8.5 The following body and persons shall have the respective approval authority as set out below (see summary in Schedule "A"). All dollar values are based on annual amounts and must be within pre-approved budgeted limits.
- a. **Committee and City Council** must approve the following awards:
 - i. RFP greater than \$100,000;
 - ii. RFT greater than \$6,000,000;
 - iii. RFQ, RFP and RFT with an irregular result greater than \$100,000 (section 8.10);
 - iv. Sole Source or Single Source greater than \$50,000;
 - v. Contract extensions greater than \$6,000,000 (section 20.2); and
 - vi. Appointment of Professional Consulting Services (Section 15) greater than \$100,000.
 - b. **Deputy City Managers or any employee exercising delegated authority approval and Manager of Purchasing and Supply (jointly)** are authorized to approve the following awards:
 - i. RFQ (formal quotations) greater than \$50,000 but not exceeding \$100,000;
 - ii. RFP up to \$100,000;
 - iii. RFT up to \$6,000,000;
 - iv. Sole Source or Single Source up to \$50,000; and
 - v. Contract extensions up to \$6,000,000, for Council approved agreements that have clearly defined options to extend (Section 20.2).
 - c. **Deputy City Managers or any employee exercising delegated authority approval** are authorized to approve the following awards:
 - i. Informal quotations up to \$50,000; and
 - ii. Appointment of Professional Consulting Services not exceeding \$100,000 (Section 15).
- 8.6 Section 8.5 approvals may be overridden in the case of an 'emergency' as defined in Section 14.2 of this Policy.
- 8.7 **Delegation of Approval Authority**
- 'Delegation of Approval Authority' means the formal delegation of authority to perform a task or approval by a person in a position with authority under this Policy, resulting in a 'delegate'.
- a. The method for the Deputy City Managers delegating approval authority is as follows:
 - i. The Deputy City Managers shall prepare a 'delegation of approval authority list' within their respective areas;

- ii. The list will provide evidence that the staff listed have been delegated approval authority by the Deputy City Manager;
 - iii. The list at minimum, shall include the staff person's name, title and approval limit, the list will also include any acting roles;
 - iv. The list shall be updated immediately upon any change in staff or position;
 - v. A copy of the list shall be sent to the Manager of Purchasing and Supply each time there is a revision;
 - vi. The Manager of Purchasing and Supply will ensure the delegation of approval authority lists are available to all Purchasing and Supply Staff; and
 - vii. Purchasing and Supply staff will review the list prior to completing tasks that require approval.
- b. The Deputy City Managers and Manager of Purchasing and Supply shall develop a 'delegation of approval authority list' for the approvals and tasks they are responsible for under this Policy.
- 8.8 Only the Deputy City Managers may further delegate approval authority to their staff at the procurement values deemed appropriate. Staff that has been delegated approval authority from the Deputy City Managers to approve procurements shall have no authority to delegate this approval authority to any other person.
- 8.9 City Council may explicitly delegate further approval authority as it considers necessary from time to time, including but not limited to, any extended time periods during which City Council does not meet.
- 8.10 Irregular Result
- The client Service Area, in conjunction with Purchasing and Supply, shall submit a report to Committee and City Council and receive their approval for the award of a competitive bid greater than \$100,000 if any of the following conditions apply (if the award is less than \$100,000, the Deputy City Manager with the concurrence of the Manager of Purchasing and Supply (or delegate) may approve the award):
- a. The value of the lowest compliant bid is in excess of the City Council approved budget including any contingency allowance;
 - b. The specifications of a competitive bid cannot be met by two (2) or more suppliers;
 - c. The award is not being made to a compliant bidder(s) offering the Best Value to the City;
 - d. Where a Substantive Objection has been filed with the City Treasurer prior to award of a competitive bid; or
 - e. Where in the opinion of the Manager of Purchasing and Supply, the client Service Area award recommendation is not in the best interest of the City.
- 8.11 Reporting to Committee and City Council
- a. The Deputy City Managers shall submit an informational report on an annual basis, no later than March 1 to the Manager of Purchasing and Supply containing the details of the contract awards made under Section 8.5.c for their respective Service Areas.
 - b. The Manager of Purchasing and Supply shall coordinate data collection and prepare an annual report for submission to City Council including the awards made under section 8.5 b and 8.5 c, no later than April 30. The report will only include awards that were not processed through Purchasing and Supply, unless otherwise directed by Council. Purchasing and Supply shall certify that the awards are in compliance with this Policy and where non-conformances are identified, corrective action will be taken.

- c. Where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, total payments relative to the supplier shall be included in an annual information report to Committee and City Council. The Manager of Purchasing and Supply (or delegate) shall prepare a report of all Civic Administratively Awarded Tenders for the reporting year.

9. Low Dollar Value Procurements (up to \$15,000) – as per Schedule “A”

- 9.1 Procurements up to \$15,000 shall be considered low dollar value procurements.
- 9.2 All low dollar value procurements shall utilize applicable City contracts and shall otherwise be in accordance with this Policy.
- 9.3 A corporate Purchasing Card may be used for low dollar value procurements provided the user complies with Section 18 of this Policy.
- 9.4 The Deputy City Managers may delegate approval authority to their staff for low dollar value procurements and it is their responsibility to ensure that this Policy is adhered to.
- 9.5 All information on low dollar value procurements must be documented and maintained on file.
- 9.6 Low dollar value procurements do not require an RFQ, RFP or RFT. Obtaining competitive quotes is considered a good business practice and should be obtained. An authorized Purchase Requisition submitted to Purchasing and Supply is the preferred method.

10. Informal Request For Quotation (IRFQ) (Greater than \$15,000 to \$50,000) – as per Schedule “A”

- 10.1 Procurements greater than \$15,000 but not exceeding \$50,000 are eligible to be completed through an Informal Quotation process. The Deputy City Manager or any employee exercising delegated authority is authorized to award the contract.
- 10.2 All Informal Quotations shall utilize standard applicable Service Area contracts and/or corporate contracts and shall otherwise be in accordance with the Procurement of Goods and Services Policy.
- 10.3 For procurements where there are no applicable Service Area contracts or corporate contracts, informal quotations shall be obtained by the client Service Area in the following manner:
 - a. Three (3) written (use of the electronic bidding system is encouraged) bids obtained from three (3) separate potential suppliers;
 - b. A ‘No Bid’ response shall not be considered as a valid bid;
 - c. All suppliers shall receive the same informal quotation written information;
 - d. The informal quotation shall be awarded to the lowest compliant bid; and
 - e. Documentation on all bids, including but not limited to the prospective bidders list, bid document, bid responses and decision making rationale shall be retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- 10.4 Staff is encouraged to seek three (3) bids to ensure a more competitive process. If staff has exhausted all efforts to obtain three (3) bids and can support this with documented evidence under Section 10.3 e., a minimum of two (2) written bids is acceptable.
- 10.5 Purchasing and Supply shall assist as requested by the client Service Area, or when deemed necessary, with the Informal Quotation process. Purchasing and Supply may also conduct reviews to ensure the requirements of this section and all other applicable sections of this Policy have been met.

- 10.6 When a client Service Area requires an RFP in lieu of an Informal Quotation, the RFP shall be issued by Purchasing and Supply in the same manner as for RFP's in Section 12 and subject to the approval authority in Section 8.5.b.
- 10.7 Since the informal quotation process does not necessarily go through Purchasing and Supply, the City's standard insurance form must be completed and forwarded by the client Service Area to Insurance and Risk Management for review and input into the Insurance Program. WSIB Certificates of Clearance must be submitted to Accounts Payable at the commencement of the project and periodically as the work is completed and before final payment is released.
- 10.8 An authorized Purchase Requisition is to be sent to Purchasing and Supply and include copies of the bids received. A Purchase Order, Contract Record or Agreement will be issued to formalize the contract with selected supplier.

11. Request For Quotation (RFQ) (\$50,000 to \$100,000) – As Per Schedule “A”

- 11.1 RFQ procedures shall be used where:
 - a. The item is greater than \$50,000 but not exceeding \$100,000;
 - b. The requirement can be fully defined; and
 - c. Best value for the City will be achieved by an award selection made on the basis of the total lifecycle cost that meets all terms, conditions and specifications.
- 11.2 The Deputy City Manager or any employee exercising delegated authority approval and the Manager of Purchasing and Supply must jointly approve this award.
- 11.3 The Deputy City Manager or any employee exercising delegated authority approval shall provide to Purchasing and Supply a purchase request in writing containing the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.
- 11.4 The client Service Area shall be responsible to review the competitive bid and verify that all terms, conditions and specifications of the bid are met.
- 11.5 Purchasing and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend the award of contract to the lowest compliant bid subject to review by the Deputy City Manager (or delegate) regarding specifications and contractor performance.
- 11.6 When a client Service Area requires the issuance of an RFP in lieu of a RFQ, the RFP shall be issued by Purchasing and Supply as described in Section 12 of this Policy and subject to the approval authority in Section 8.5.b.
- 11.7 The City reserves the right in its absolute sole discretion to accept or reject any submission.

12. Request for Proposal (RFP) – As Per Schedule “A”

- 12.1 The RFP procedure shall be used where:
 - a. The requirement is best described in a general performance specification;
 - b. Innovative solutions are sought; and
 - c. To achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- 12.2 Awards under the RFP process require the following approval:
 - a. The Deputy City Manager or any employee exercising delegated authority approval and the Manager of Purchasing and Supply must jointly approve an RFP award for purchases up to \$100,000;

- b. Committee and City Council must approve an RFP award for purchases greater than \$100,000;
 - c. Committee and City Council must approve an RFP award with an irregular result greater than \$15,000.
- 12.3 The RFP process is a competitive method of procurement that may or may not include supplier pre-qualification.
 - 12.4 An RFI, REOI or RFQUAL may be issued in advance of a RFP to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified suppliers.
 - 12.5 An RFI, REOI and RFQUAL shall follow the same award approvals as an RFP, if applicable.
 - 12.6 Purchasing and Supply shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation method for use in an RFP. This may include but not be limited to factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, pricing, life cycle costing, standardization of product, and aspects that would support environmental procurement. Also see sections 1.5 and 1.6.
 - 12.7 Deputy City Managers or any employee exercising delegated authority approval shall identify appropriate evaluation criteria from the list maintained by Purchasing and Supply for use in a RFP but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes but is not limited to quality and cost.
 - 12.8 The Deputy City Manager or any employee exercising delegated authority approval shall provide Purchasing and Supply with a written purchase request in a form acceptable to the Manager of Purchasing and Supply containing the budget authorization, approval authority, terms of reference and evaluation criteria to be applied in evaluating the proposals submitted.
 - 12.9 A representative from Purchasing and Supply will be the lead in the RFP process. A selection committee will be formed with a minimum of three evaluators and be comprised of at least one representative from the client Service Area and one representative from Purchasing and Supply. The evaluators shall review all compliant proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents, are kept in the procurement file. The Purchasing and Supply representative may or may not participate in the scoring of the proposals.
 - 12.10 During the proposal process all communication with proponents shall be through Purchasing and Supply.
 - 12.11 Purchasing and Supply shall forward to the Deputy City Manager (or delegate) an evaluation summary of the procurement, as well as the evaluation committee's recommendation for award of contract to the proponent meeting all mandatory requirements and providing best value as stipulated in the RFP. The representative from Purchasing and Supply is responsible for documenting the determination of best value. The criteria and analysis to determine best value will be included (if applicable) in the report to Committee and City Council.
 - 12.12 With respect to all reports initiated for RFP, a report on the sources of financing, and other financial commentary as considered appropriate, shall be prepared.
 - 12.13 Reporting will not include financial summaries of bids as this information will remain confidential. Any disclosure of information shall be made by the appropriate officer in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
 - 12.14 Unsuccessful proponents may, upon their request, attend a debriefing session with a Purchasing and Supply representative to review their competitive bid. Any discussions relating to any submissions other than that of the proponent present will be strictly prohibited. This debriefing session is intended to provide general

feedback regarding the proponent's rating on various criteria in order to allow the proponent to understand where future improvements might be available.

- 12.15 The City reserves the right in its absolute sole discretion to accept or reject any submission.

13. Request for Tender (RFT) (Greater than \$100,000) – As Per Schedule “A”

- 13.1 RFT procedures shall be used where:

- a. The total cost is expected to be greater than \$100,000;
- b. The requirement can be fully defined; and
- c. Best value for the City can be achieved by an award selection made on the basis of the lowest bid that meets all terms, conditions and specifications.

- 13.2 Awards under the RFT process require the following approval:

- a. Committee and City Council must approve award of tenders greater than \$6,000,000;
- b. Committee and City Council must approve award of contracts when a tender result is irregular as per Section 8.10 of this Policy; and
- c. Results from \$100,000 to \$6,000,000 that do NOT have an Irregular Result may be awarded administratively.

- 13.3 The Deputy City Manager (or delegate) shall provide to Purchasing and Supply a purchase request in writing containing the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction. Specifications may include certain brands of product in order to facilitate standardization of the City's inventory as per Section 7.4 of this Policy.

- 13.4 The Manager of Purchasing and Supply shall be responsible for arranging for the public disclosure of bid submissions at the time and date specified by the bid call.

- 13.5 Purchasing and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend award of the contract to the lowest compliant bidder.

- 13.6 With respect to all reports initiated for tenders, there shall be a recommendation report to Committee and City Council containing the sources of financing, and other financial commentary as considered appropriate.

The City reserves the right in its absolute sole discretion to accept or reject any submission.

14. Non-Competitive Purchases (Emergency, Sole Source, Single Source)

- 14.1 The requirement for a competitive bid process for the selection of a supplier for goods, services and construction (except for Emergencies – see 14.2) may be waived under authority of the City Manager and replaced with direct negotiations by the Deputy City Manager (or delegate) and Manager of Purchasing and Supply (or delegate) under the following circumstances.

- a. The procurement qualifies as 'Sole Source' as defined in Section 14.3;
- b. The procurement qualifies as a 'Single Source' as defined in Section 14.4.

14.2 Procurement in Emergencies

For the purposes of this section, "Emergency" means an event or occurrence that the City Manager or Deputy City Manager deem as an immediate threat to:

- Public health;
- The maintenance of essential City services; or

- The welfare and protection of persons, property, or the environment; and the event or occurrence necessitates the immediate need for goods or services to mitigate the emergency and time does not permit for a competitive procurement process.

In the event of an Emergency the City Manager or Deputy City Manager and their respective delegates, Fire Chief or a Deputy Fire Chief, or Chief Building Official or Deputy Chief Building Official, are authorized to enter into a purchase agreement without the requirement for a formal competitive process.

A list of pre-qualified suppliers will be used to select the suppliers, whenever possible.

Where the procurement cost to mitigate the Emergency is anticipated to exceed \$50,000, there must be a notification sent (e-mail contact is acceptable) to the Manager of Purchasing and Supply (or delegate). The steps taken to mitigate the Emergency must always be clearly documented regardless of amount and where the aggregate costs for a single supplier are in excess of \$50,000, the emergency procurement shall be reported by the responsible Deputy City Manager to Committee and City Council (including the source of financing) at the next scheduled meeting following the event. The Deputy City Manager responsible for the area leading the emergency procurement must forward the appropriate purchase requisition(s) to the Manager of Purchasing and Supply within five (5) business days after the mitigation activities associated with the emergency event have been terminated.

14.3 Sole Source

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

- a. Statutory or market based monopoly;
- b. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material; or
- c. The complete item, service, or system is unique to one supplier and no alternative or substitute exists.

14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- a. An attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify more than one willing and compliant supplier;
- b. The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive bids;
- c. Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement;
- d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);
- e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;

- f. The goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
- g. It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body;
- h. It is advantageous to the City to acquire the goods or services directly from another public body or public service body;
- i. Another organization is funding or substantially funding the acquisition and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
- j. The acquisition is for a particular brand of goods or services that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source; or
- k. Where due to abnormal market conditions, the goods, services or construction required are in short supply.

14.5 Sole Source and Single Source – Approval and Reporting

- a. Awards which qualify to be considered as a Single Source or Sole Source process require the following approval:
 - i. the Deputy City Manager and Manager of Purchasing and Supply, must jointly approve an award not exceeding \$50,000;
 - ii. Committee and City Council must approve an award greater than \$50,000, unless otherwise permitted by this Policy.
- b. For awards under Section 14.5.a.ii, the Deputy City Manager is responsible for submitting a report to Committee and City Council detailing the rationale supporting their decision.

15. Appointment of Professional Consulting Services

15.1 General

- a. Senior management staff will be involved in the selection process for Professional Consulting Services. Specifically, Division Managers are to be involved with all projects, and Deputy City Managers and the City Manager, as appropriate for high-profile projects of increasing complexity or expense.
- b. Under no circumstances shall an extension or expansion of a consulting engagement preclude the required approvals. This includes splitting the project or scope of work into multiple phases or sections. City Council has sole authority to approve and award contracts greater than \$100,000.
- c. If a consulting engagement that has been awarded administratively then exceeds the approval threshold of \$100,000, the Deputy City Manager shall immediately prepare a report to City Council providing a status update and requesting approval to proceed (if applicable).
- d. The Deputy City Manager shall be responsible for ensuring that any substantive clause changes to the standard consulting services agreement are reviewed by the City Solicitor (or delegate) and the agreement is executed by the Mayor and Clerk.
- e. The Deputy City Manager shall be responsible for obtaining and submitting the appropriate insurance and WSIB documents to Risk Management.
- f. The Deputy City Manager shall be responsible for ensuring that all proposal responses and decision making rationale are retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- g. The Deputy City Managers shall provide the Manager of Purchasing and Supply, on an annual basis, no later than March 1, administrative awards

made in their area to any Professional Consulting Service firms (Sections 15.2 and 15.3) with an aggregate total greater than \$100,000. The Manager of Purchasing and Supply shall coordinate data collection and prepare an annual Appointment of Professional Consulting Services report for submission to City Council, no later than April 30.

15.2 Consulting Engineers, Architects, Landscape Architects and Environmental Consultants

The selection of Professional Consulting Services will follow the requirements of Section 15.1; and

- a. The City's appointment of Consulting Engineers, Architects, Landscape Architects and Environmental Consultants Policy is adapted from the National Best Practice for Consultant Selection as described in more detail in the current council adopted City of London Grouped Consultant Selection Process.
- b. A list of pre-approved firms (Consulting Engineers, Architects, Landscape Architects and Environmental Consultants) that provide professional consulting services shall be established by the Deputy City Manager for their respective areas. This candidate firm list shall be supplied to the Manager of Purchasing and Supply on an annual basis, no later than March 1.
- c. Assignments for projects which have estimated fees of less than \$100,000 shall be awarded by the Deputy City Manager to listed candidate firms based on an evaluation of the firm's competency, expertise, costs, past performance on City projects, available capacity, and the size of their operation and the particulars of the work to be done.
- d. Assignments for projects which are more complex in nature but which are within the capability of firms included on the above-mentioned pre-approved list and have estimated fees between \$100,000 and the CETA threshold for goods and services limit as amended, shall be assigned on the basis of a proposal submitted by a minimum of three (3) qualified firms from the list stating their approach to the proposed project and their experience and knowledge of projects of a similar nature. Grouped Consultant Selection process may be undertaken for more than one project if the projects are similar in nature, the consultants possess the skills necessary to undertake this type of work and efficiencies are realized by the City. The process for undertaking grouped consultant selections is further described in the latest version of the council adopted City of London Grouped Consultant Selection Process.
- e. Assignments for complex projects, or projects with estimated consulting fees greater than the CETA threshold for goods and services limit as amended, shall be awarded based on a two (2) stage process with the first stage being an open, publicly advertised expression of interest/pre-qualification stage (REOI/RFQUAL), and the second being a RFP of the short-listed firms, of which there shall be a minimum of three (3) qualified firms stating their approach to the proposed project and their experience and knowledge of projects similar in nature.
- f. The assignments outlined in parts d) and e) above and their related budget shall be subject to the approval of City Council. Prior to award by City Council, City staff will negotiate with the recommended consultant to establish estimated personnel costs and other charges required for these assignments. It is anticipated that an upset fee will be established for the first phase of the project as directed by the Deputy City Manager. City Council approval will be for the entire project noting that the consultant shall obtain the approval of the appropriate Deputy City Manager to proceed with subsequent phases to upset limits as appropriate to the work within the limit of the budget.
- g. A consulting firm which has satisfactorily partially completed a project may be recommended for award of the balance of a project without competition subject to satisfying all financial, reporting and other conditions contained

within this Policy. This should be to the financial advantage of the City due to the fact that such a consultant has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

15.3 Other Professional Consulting Services

The selection of Professional Consulting Services which are not included under Section 15.2 will follow the requirements of Section 15.1; and

- a. Projects which have estimated fees of less than \$100,000 may be awarded by the Deputy City Manager in consultation with the Manager of Purchasing and Supply under the following circumstances:
 - i. the project requires special knowledge, skills, expertise or experience; or
 - ii. another organization is funding or substantially funding the project and has already selected a preferred firm and/or strict timelines have been placed on the funding; or
 - iii. the confidential nature of the project is such that it would not be in the public interest to solicit competitive bids; or
 - iv. the preferred firm has already been selected through a formal procurement process by another public body to provide same or similar services; or
 - v. the project requirement meets the definition of Sole Source, Section 14.3.
- b. The Deputy City Manager is responsible for detailing the rationale supporting their decision to award the recommended firm.
- c. Under this section, all professional consultant proposals must include, at minimum:
 - i. Schedule of fees;
 - ii. Methodology and timeline to complete project;
 - iii. Demonstrated experience and qualifications required to perform project; and
 - iv. List of personnel who will be directly involved in the completion of the project.
- d. All requirements for Other Professional Consulting Services (section 15.3) not meeting the selection requirements of section 15.3 a. shall follow the RFP process outlined in section 12.0.

16. Blanket Purchase Contracts

- 16.1 A Request for a Blanket Purchase Contract may be used where:
 - a. One (1) or more clients repetitively order the same goods or services and the actual demand is not known in advance; and
 - b. A need is anticipated for a range of goods and/or services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 16.2 Purchasing and Supply shall establish and maintain Blanket Purchase Contracts that define source and price with selected suppliers for all frequently used goods or services.
- 16.3 To establish prices and select sources, Purchasing and Supply shall employ the provisions contained in this Policy for the acquisition of goods and/or services and construction labour and materials.
- 16.4 More than one (1) supplier may be selected for the supply of goods or services where it is in the best interests of the City.

- 16.5 Where procurement action is initiated by a Service Area for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Purchase Contract.
- 16.6 In a Request for Blanket Purchase Contract, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

17. Requirement for Approved Funds

- 17.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budget.
- 17.2 Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
 - a. The identification and availability of sufficient funds in appropriate accounts for the current year within City Council approved budget;
 - b. The requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; and
 - c. The contract containing a provision that the supply of goods or services in subsequent years is subject to the approval by Committee and City Council of the Service Area estimates to meet the proposed expenditures.
- 17.3 Construction Tender Call Before and After Approvals
 - a. Following the adoption of the capital budget by City Council, the Manager of Purchasing and Supply is authorized to call tenders for municipal construction projects and the acquisition of equipment.
 - b. Notwithstanding Section 17.3.a., the Manager of Purchasing and Supply is authorized to obtain, prior to the adoption of the capital budget by City Council, sealed bids for material construction projects and equipment, provided that the documents include a clause specifically stating that the acceptance of a bid and placing of the order is subject to budget approval by Committee and City Council and the items specified are subject to change in quantity and/or deletion.

18. Purchasing Cards

- 18.1 General
 - a. Service Area approved employees will be issued Purchasing Cards to use for low-dollar purchases of goods and/or services in support of sound business practices. Purchasing Card provision is based on the need to purchase goods and services for the City and the card may be revoked based on change of assignment or location. The provision of a Purchasing Card is not an entitlement nor reflective of title or position. Cardholders should be mindful that the Purchasing Card is a credit card and the transactions charged to it are ultimately paid for with public funds.
 - b. Benefits of the Corporate Purchasing Card program accrue at the Corporate Finance level by reducing the number of invoices and cheques processed at the supplier level by reducing their invoicing to the City, and the turnaround time for payment.
 - c. No employee shall use a Purchasing Card to purchase goods and/or services unless appointed and authorized by the employee's Deputy City Manager (or delegate). Any use of a Purchasing Card shall be in accordance with the Procurement of Goods and Services Policy and all other applicable City by-

laws and policies. The requirements for low dollar purchases are specifically covered under Section 9 of the Procurement of Goods and Services Policy. Deputy City Managers are ultimately responsible for ensuring that purchases within their Service Area are made in accordance with the applicable by-laws and policies.

- d. A Purchasing Card will be issued once the employee has read, signed and submitted the Cardholder Responsibility-Acknowledgement Form to the Program Administrator, which sets out in writing the employee's responsibilities and restrictions regarding the use of the Purchasing Card.
- e. All Purchasing Cards issued will have a predetermined 'single transaction limit', a 'monthly credit limit' and 'blocked commodities' as determined and authorized by the applicable Deputy City Manager (or delegate) and the City Treasurer. All Purchasing Cards will be blocked from obtaining cash advances. (Cash advances may be permitted in the event of an emergency as deemed necessary and pre-approved by the Cardholder's Deputy City Manager).
- f. The dollar limit for individual purchases and monthly spending limit for each employee will be determined by the Deputy City Manager (or delegate) of their Service Area based on their expected level of procurement and type of procurement. Cardholder limits for single or monthly transactions exceeding the low dollar procurement threshold set out in section 9 of this policy must be approved in writing by the Manager of Purchasing and Supply and fall within a predetermined limit structure.
- g. Suppliers will not be rejected for refusing to accept the Purchasing Card.
- h. The City assumes liability for all authorized charges on the Purchasing Cards, not the individual cardholder.

18.2 Program Administration, Audit and Monthly Reconciliation

- a. Oversight and administration of the Purchasing Card program is the responsibility of Financial Services and a Program Administrator has been identified in this area. The Program Administrator will maintain a master list of all Purchasing Cards and their limits. In addition, the Program Administrator will establish reporting mechanisms for monthly reconciliation of accounts.
- b. All transactions are subject to review by internal and/or external audit groups. Quarterly reviews to ensure compliance with the Procurement of Goods and Services Policy will be performed by the Manager of Purchasing and Supply. Periodic reviews to ensure compliance with other approved Council by-laws and policies will be performed by Financial Services. All serious compliance issues will be reported to the City Treasurer and Internal Auditor. Less significant compliance issues will be directed to the cardholder's supervisor/manager. A record of all compliance issues will be maintained by the Program Administrator.
- c. All requests for Purchasing Cards, maintenance forms and other documents are to be submitted to the Program Administrator for review and processing. Cardholder or cardholder representatives are not permitted to submit forms directly to the bank. All original cardholder agreements and other cardholder maintenance forms are to be maintained by the Program Administrator.
- d. Payment will automatically be withdrawn from the General Operating Bank Account following the monthly statement date. If individual cards have not been reconciled and approved for payment by the deadline each month, expenditures will be charged directly to the default cost center attached to the card. The Cardholder, with the assistance of Service Area representatives; are responsible to ensure that the statement is submitted and the expenditures are allocated to the correct general ledger accounts.
- e. Reconciled and authorized monthly statements are to be submitted to Corporate Finance no later than the last working day of the month. Each transaction must include an explanation or purpose of the expenditure. Prior

to approval, the Cardholder is responsible for detecting and addressing merchant errors or fraudulent activity appearing on the monthly statement.

- f. Cardholders shall provide original detailed and itemized receipts for each transaction with the monthly cardholder statement. If circumstances arise where a detailed receipt cannot be obtained, a Declaration Form may be submitted in place of a detailed receipt. Declaration Form limits and procedures shall be determined by the City Treasurer (or delegate).

18.3 Responsibilities and Restrictions

- a. The Purchasing Card shall not be used:
 - i. for any purchase of goods and/or services that are prohibited under the Procurement of Goods and Services Policy any other City by-law or policy;
 - ii. for personal use other than incidental personal use as part of a business expense, which must be reimbursed at the time of the monthly reconciliation;
 - iii. when the total purchase price exceeds the single purchase limit on the card;
 - iv. when an exclusive contract with another supplier is in effect for the goods and/or service (unless pre-authorized in writing by the Manager of Purchasing and Supply);
 - v. for items which are stocked at Supply Services except under extenuating circumstances;
 - vi. for any computer software, hardware and/or telecommunications equipment such as telephones, cellular phones, tablets and mobile radios except by designated staff in Information Technology Division authorized by the Director, Information Technology Services (or delegate); and
 - vii. for the purchase of services involving contractors.
- b. The following items require pre-authorized written approval by the cardholder's Deputy City Manager:
 - i. The purchase of prepaid gift cards, prepaid gift certificates, prepaid grocery cards, or any other prepaid merchant cards; or
 - ii. The purchase of alcohol while on City business, team building, employee appreciation, or otherwise. Note: alcohol purchased for resale to the public at City facilities (e.g. Golf Courses) is exempted from this specific restriction.

A copy of the written approval must be included with the monthly statement when submitted to Financial Services.

- c. Individual transactions are not to be subject to splitting or stringing, which is the practice of committing multiple purchasing card transactions to circumvent delegated authority levels and thus bypassing the City's competitive bidding process, nor are Purchasing Cards to be used on a repetitive basis to circumvent prescribed approval authority limits. With the appropriate approvals, cardholder limits may be increased either temporarily or permanently based on need by contacting the Program Administrator or submitting an authorized Cardholder Maintenance Form.
- d. All refunds and credits must be applied to the original Purchasing Card. Where supplier return policies allow, cardholders are not to return products for refunds in the form of cash, gift cards or other prepaid cards.
- e. Permanent full-time employment status is required to obtain a Purchasing Card. Students, contractors, consultants or seasonal employees will not be granted a card except under special circumstances and approved in writing by the City Manager.

- f. The Purchasing Card is user-specific and therefore no employee shall attempt to purchase an item using a card issued to another employee. Delegation of authority is not permitted in making transactions.
- g. The cardholder's supervisor/manager is responsible for notifying the Program Administrator immediately upon any change in the cardholder's employment status. This includes, but is not limited to termination, layoff, leave of absence and long term disability. If applicable, the plastic card should also be returned to the Program Administrator.
- h. Employees will adhere to the Corporation's Code of Conduct, An example of prohibited behaviour includes using one's position with the Corporation to secure advantage, benefit, favour, additional compensation and/or service for including but not limited to, oneself, relatives, friends or associates. This includes the selection of a supplier based upon 'air miles' or 'reward points' that reward customers for purchases.
- i. When a Purchasing Card is used to procure goods and/or services (including meals or items that would be considered personal in nature) and two (2) or more City employees are present, the most senior person in organizational authority must pay for the expenditure and prepare the respective monthly cardholder statement. If this is not feasible, the cardholder statement listing the expenditure shall be approved by the manager or Expense Review Officer, as outlined in the Corporate Travel and Business Expense Policy of the most senior person in authority present.

18.4 Purchasing Card Security and PIN

Cardholders must protect and maintain security on the Purchasing Card by:

- a. safeguarding the Purchasing Card and PIN;
- b. not sharing the Purchasing Card with another individual;
- c. not leaving the Purchasing Card information with merchants unless authorized by the Manager of Purchasing and Supply; and
- d. not referencing Purchasing Card account numbers and expiry dates in emails.

18.5 Misuse and/or Failure to Meet Cardholder's Responsibilities

Misuse of the Purchasing Card and/or failure to meet any of the Cardholder's responsibilities may result in cancellation of the employee's authority to use a Purchasing Card and/or further disciplinary action up to and including termination of employment.

19. Bid Administration

19.1 Submission of Bids

The City uses an electronic bidding system. The bidding rules are contained within the system.

19.2 Bid Irregularities

Where a bid is received that includes irregularities, the City will follow the protocol as appropriate for the particular irregularity. The protocol for bid irregularities and their associated responses are detailed in Schedule "C". Mandatory Requirements MUST be met or there will be an Automatic rejection.

19.3 No Acceptable or Equal Bids

- a. Where bids are received that exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised competitive bid shall be issued in an effort to obtain an acceptable bid unless Section 19.3.b applies.
- b. The Deputy City Manager and the Manager of Purchasing and Supply jointly may waive the need for a revised competitive bid and enter into negotiations

with the lowest responsive bidder, emanating from a competitive bid, under the following circumstances:

- i. the total cost of the lowest responsive bid is in excess of the funds appropriated by City Council for the project; and
 - ii. the Deputy City Manager and the Manager of Purchasing and Supply agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid.
- c. The method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices in consultation with the Manager of Purchasing and Supply.
- d. In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the appropriation made by City Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Documents Committee and in consultation with the Manager of Purchasing and Supply.
- e. The City reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.
- f. In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, Purchasing and Supply will offer an opportunity for bidders to re-bid. Should a tie persist, the following factors will be considered:
- i. payment discount;
 - ii. when delivery is an important factor, the bidder offering the best delivery date is given preference;
 - iii. a bidder in a position to offer better after sales service, with a good record in this regard shall be given preference;
 - iv. a bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the City; and
 - v. if the considerations above do not break the tie, equal bidders shall draw straws in no preferential order held by the Manager of Purchasing and Supply (or delegate) and witnessed by a member of the Purchasing and Supply Team. The bidder who draws the longest straw will be the winner, and thus breaking the tie.

19.4 Only One Bid Received

- a. In the event only one bid is received in response to a competitive bid, the Manager of Purchasing and Supply may return the unopened bid to the bidder when, in the opinion of the Deputy City Manager (or delegate) and the Manager of Purchasing and Supply, using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the Manager of Purchasing and Supply shall inform the bidder that the City may be re-issuing the competitive bid at a later date.
- b. In the event that only one bid is received in response to a request for competitive bid, the bid may be opened and evaluated in accordance with the City's usual procedures when, in the opinion of the Deputy City Manager (or delegate) and the Manager of Purchasing and Supply, the bid should be considered by the City. If, after evaluation by the Deputy City Manager (or delegate) and the Manager of Purchasing and Supply, the bid is found not to be acceptable, they may follow the procedures set out in Section 19.3.a., with necessary modifications.

- c. In the event that the bid received is found acceptable, it will be awarded as an Irregular Result under Schedule "A" of this Policy.

19.5 Exclusion of Bidders Due to Poor Performance

- a. The City Treasurer may, in consultation with the City Solicitor, prohibit unsatisfactory suppliers and contractors from bidding on any future competitive bids for a time period appropriate with the results of the performance evaluation process as outlined in Section 20.5.
- b. Suppliers may also be prohibited from bidding on any future contract if they maintain offices, Managing Directors, or employees who are also officers, Managing Directors or employers of suppliers who have already been prohibited from bidding based on the results of the performance evaluation process as outlined in Section 20.5 of this Policy.

19.6 Exclusion of Bidders in Litigation and disputes or appeals of contract awards

- a. The City may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or Managing Director of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. any other contract or services; or
 - ii. any matter arising from the City's exercise of its powers, duties, or functions; or
 - iii. a dispute and/or an appeal of contract awards as per section 2.9.
- b. In determining whether or not to reject a bid under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

20. Contract Administration

20.1 Contractual Agreement

- a. The award of a contract may be made by way of an Agreement, Contract Record or Purchase Order.
- b. A Purchase Order or Contract Record is to be used when the resulting contract is straightforward and will contain the City's standard terms and conditions.
- c. Agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the City's standard terms and conditions.
- d. It shall be the responsibility of the Deputy City Manager (or delegate) with the Manager of Purchasing and Supply and/or the City Solicitor to determine if it is in the best interest of the City to establish an agreement with the supplier.
- e. Where it is determined that Section 20.1.d is to apply, the agreement shall be reviewed for execution by the City Solicitor.
- f. Where an agreement is required, as a result of the award of a contract by delegated authority, the Mayor and City Clerk shall execute the agreement in the name of the City.
- g. Where an agreement is issued, Purchasing and Supply may issue a Purchase Order or Contract Record incorporating the formal agreement.

- h. Where an agreement is not required, Purchasing and Supply shall issue an authorized Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

20.2 Exercise of Contract Renewal Options

- a. Where a contract contains an option for renewal, the Deputy City Manager may authorize Purchasing and Supply to exercise such option provided that all of the following apply:
 - i. the supplier's performance in supplying the goods and/or services or construction is considered to have met the requirements of the contract;
 - ii. any price increases are consistent with the prevailing market conditions for the goods or services being purchased;
 - iii. the facts justifying the decision to award this supplier previously are still relevant at the time of contract renewal;
 - iv. funds are available or will be available in appropriate accounts within City Council approved budget, including authorized revisions, to meet the proposed expenditure;
 - v. The Committee report, if applicable, clearly identified the options to extend;
 - vi. the Deputy City Manager and the Manager of Purchasing and Supply agree that the exercise of the option is in the best interest of the City; and
 - vii. compliance with Sections i. through v. is documented, authorized by the Deputy City Manager and forwarded to Purchasing and Supply.
- b. Approval for contract renewals and extensions shall be governed by Section 8.5 and Schedule "A".

20.3 Contract Amendments

- a. No amendment to a contract shall be made unless the amendment is in the best interest of the City.
- b. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- c. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budgets including authorized amendments.
- d. Deputy City Managers may authorize amendments when:
 - i. the total amended value of the contract (original contract plus amendment) is within the approval limit as noted in Schedule "A"; or
 - ii. the contract amendment will not exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of contract value, whichever is greater, and there are funds available.
- e. City Council must authorize contract amendments when:
 - i. the total amended value of the contract will be greater than the administrative (Deputy City Manager) approval threshold; or
 - ii. the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of contract value, whichever is greater, and there are funds available.

20.4 Execution and Custody of Documents

- a. The Mayor and City Clerk are authorized as per By-law A-1 or resolution by Council to execute formal agreements in the name of the City for which the award was made by delegated authority.

- b. Purchasing and Supply shall have the authority to execute Purchase Orders and/or Contract Records issued in accordance with this Policy.
- c. Purchasing and Supply shall be responsible for the safeguarding of all original procurement and contract documents/records for the contracting of goods, services or construction for which the award is made by delegated authority.
- d. Deputy City Managers are responsible for executing and retaining all documents in accordance with Section 10.3.e of this Policy.

20.5 Performance Evaluation

- a. At the outset of a project, the client Service Area manager shall institute a performance evaluation process in contracts where the Manager and/or Purchasing and Supply determine that a performance evaluation would be appropriate.
- b. The performance evaluation shall rate the performance of the supplier, contractor or consultant on standard criteria adopted from time to time (i.e. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the introductory letter and performance evaluations shall be provided to the supplier, contractor or consultant in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the supplier, Purchasing and Supply and a copy to the Service Area project file. Performance issues must also be noted in any project meeting minutes.
- c. On completion of the project, the client Service Area manager will meet with Purchasing and Supply to review the evaluation. All supporting documents pertaining to any substandard performance and comments must be attached to the evaluation document. Purchasing and Supply will forward a copy of the completed evaluation to the supplier, contractor or consultant for their records. The supplier, contractor or consultant may request a meeting with the client Service Area manager and a representative from Purchasing and Supply to discuss the evaluation and shall have twenty (20) calendar days following delivery of the evaluation to request an appeal. This appeal shall be forwarded to Purchasing and Supply.
- d. The appeal shall be conducted by a dispute committee which will hear from both City staff or its consultants and the supplier at a time and place appointed in writing by the Committee. The decision of the Dispute Committee shall be in writing and it shall be final.
- e. The performance evaluation shall determine whether a supplier, contractor or consultant will:
 - i. be allowed to renew a contract with the City;
 - ii. be placed on a probationary list for a minimum of two (2) years during which time they shall be permitted to bid or propose work for the City with the understanding that the work will be closely monitored; or
 - iii. be prohibited from bidding on any contracts with the City during a three (3) year period, followed by a one (1) year probationary period after re-instatement as provided for in Section 19.5.
- f. In reaching a decision, the Dispute Committee shall rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same supplier.
- g. No tender, proposal or quotation will be accepted from any supplier during the term of the suspension.

21. General

21.1 Cooperative Purchasing

- a. The City may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the City to do so.
- b. The decision to participate in cooperative purchasing agreements will be made by the Manager of Purchasing and Supply.
- c. The individual policies of the government agencies or public authorities participating in the cooperative competitive bid are to be the accepted by-law for that particular competitive bid.

21.2 Direct Solicitation

- a. Unsolicited proposals received by the City shall be referred to the Manager of Purchasing and Supply for review.
- b. Any procurement activity resulting from the receipt of an unsolicited proposal shall comply with the provisions of this Policy.
- c. A contract resulting from an unsolicited proposal shall be awarded on a non-competitive basis only when the procurement complies with the requirements of a non-competitive procurement, as detailed in Section 14.

21.3 Resolution of Questions

Any question involving the meaning or application of this Policy is to be submitted to the City Treasurer who will resolve the question.

21.4 Access to Information

- a. The disclosure of information received relevant to the issue of competitive bids or the award of contracts emanating from competitive bids shall be made by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- b. All records and information pertaining to competitive bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:
 - i. significantly prejudice the competitive position or significantly interfere with the contractual or other negotiations of a person, corporation or other entity that responds, or intends to respond to a request for bids;
 - ii. result in similar information no longer being supplied to the City where it is in the public interest that similar information continues to be so supplied;
 - iii. result in undue loss or gain to any person, group, committee or financial institution or agency; or
 - iv. result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the City.

21.5 Local or Geographical Preference

The City shall not give any local or geographical preference during the competitive bid process. The City may mandate certain bona fide on-site response time requirements for specific situations.

21.6 Terms and Conditions

All standard City Terms and Conditions for all procurement activities will govern unless there is written approval for the proposed changes from the Client Deputy City Manager and the City Solicitor.

21.7 Receipt of Goods

- a. Deputy City Managers or any employee exercising delegated authority approval shall:
 - i. arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract; and
 - ii. inform Purchasing and Supply of discrepancies immediately.
- b. Purchasing and Supply shall coordinate an appropriate course of action with the Deputy City Manager for any non-performance or discrepancies.

21.8 City of London Regional Water Supply Division

This Policy will apply to all City of London Regional Water Supply Division procurement up to the approvals required by Committee and City Council. Approvals beyond these dollar value thresholds will be made by the Joint Boards of Management for the Lake Huron and Elgin Area Water Supply Systems.

21.9 Application of Trade Agreements

This Policy is subject to applicable Trade Agreements.

SCHEDULE “A” – Levels of Contract Approval Authority

Sales taxes, excise taxes, goods and service taxes and duties shall be excluded in determining the price of a contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit. In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract. Emergencies as defined in Section 14.2 are exempt from this Approval Authority.

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Under \$15,000	Purchasing Card or Purchase Order	Deputy City Manager or any employee exercising delegated authority approval	9
Greater than \$15,000 to \$50,000	IRFQ (Informal Request for Quotation) – three written quotes. Note: A copy of the quotes must be provided to Purchasing and Supply for their records.	Deputy City Manager or any employee exercising delegated authority approval	10
Greater than \$50,000 to \$100,000	RFQ	Deputy City Manager or any employee exercising delegated authority approval and Manager of Purchasing and Supply (jointly)	11
Up to \$100,000	RFP – note that Irregular Results greater than \$15,000 require Committee and City Council Approval.	Deputy City Manager or any employee exercising delegated authority approval and Manager of Purchasing and Supply (jointly)	12
Greater than \$100,000 to \$6,000,000	RFT without an Irregular Result	Deputy City Manager or any employee exercising delegated authority approval and Manager of Purchasing and Supply (jointly)	13
Greater than \$6,000,000	RFT	Committee and City Council	13
Greater than \$100,000	All RFQ and RFT with an Irregular Result	Committee and City Council	11,12,13 & 8.10
Up to \$50,000	Single Source or Sole Source	Deputy City Manager and Manager of Purchasing and Supply (jointly) – requires documented rationale	14.3 & 14.4
Greater than \$50,000	Single Source or Sole Source	Committee and City Council	14.3 & 14.4

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Less than \$6,000,000	Contract Extensions – previously approved by City Council	Deputy City Manager and Manager of Purchasing and Supply (jointly) – requires documented rationale	20.2
Greater than \$6,000,000	Contract Extensions – previously approved by City Council	Committee and City Council	20.2
Up to \$50,000 or 3% of the Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Deputy City Manager or any employee exercising delegated authority approval OR Committee and City Council	20.3, 4.6

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

Note: For all IRFQ, RFQ, RFP, RFT as outlined under policy sections 8.10, 10, 11, 12, and 13, the criteria and analysis to determine best value must be clearly documented if not the lowest bid.

SCHEDULE “A” – Levels of Contract Approval Authority [Continued]

For the Appointment of Professional Consulting Services:

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Less than \$100,000	Appointment from Pre-approved List	Deputy City Manager	15.2(c)
\$100,000 to the CETA threshold for goods and services limit as amended.	Proposals invited from 3 Firms on Pre-approved List	City Council	15.2(d)
Greater than the CETA threshold for goods and services limit as amended.	Two stages: REOI/RFQUAL and RFP	City Council	15.2(e)

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

SCHEDULE “B” – Goods and/or Services NOT Subject to this Policy

1. Training and Education including:
 - i. Conferences, Seminars, Courses and Conventions;
 - ii. Magazines, Subscriptions, Periodicals;
 - iii. Memberships;
 - iv. Staff Development;
 - v. Staff Workshops; and
 - vi. Staff Relations
2. Refundable Employee Expenses in accordance with the Travel and Business Expense Policy.
3. Corporate General Expenses including:
 - i. Payroll and Payroll Deductions;
 - ii. Medicals;
 - iii. Insurance Premiums, Claim Settlements and Adjuster Services;
 - iv. Tax Remittances, GST/HST Cost Recovery Reviews and WSIB Remittances;
 - v. Charges to and from Other Government Agencies;
 - vi. Development Charges;
 - vii. Postage;
 - viii. Advertising as required by the Municipal Act;
 - ix. Retirement Recognition Awards;
 - x. Investment Management Services; and
 - xi. Employee Group Benefits, Compensation, Programs, Consulting and Reviews
4. Licenses, certificates and other approvals required.
5. Election materials - The City Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996, as amended. The City Clerk shall wherever possible be guided by the provisions of this Policy.
6. Ongoing maintenance and actions to maintain present functionality of existing computer hardware and software. All requests for purchases of computer systems (hardware and software that will be connected to the corporate network) must be reviewed by Information Technology Services and expressly authorized, in writing, by the Director, Information Technology Services (or delegate).
7. Professional and skilled services provided to individuals as part of approved programs within Corporate or Community Services including but not limited to medical services, home care services, counseling services and child care.
8. Professional and special services up to \$100,000, or defined more specifically in another City by-law or Council Policy, including, but not limited to:
 - i. Additional Non-recurring Accounting and Auditing Services;
 - ii. Public Debenture Sales;
 - iii. Realty Services for Lease, Acquisition, Demolition, Sale and Appraisal of Land and Property, including Appraisal and Consulting Services relating to matters of Expropriation;
 - iv. Performance / Artist's Fees;

- v. Property Tax Bill Printing and Mailing Services; and
- vi. Integrity Commissioner Services

Professional and special services exceeding \$100,000 must follow the approval process outlined on Schedule "A".

9. Utilities - Water and Waste Water, Electricity, Electrical Inspection Services, Phone and Natural Gas.
10. Construction work completed by Railways (CN and CP) and billed to the City.
11. Urgent Facilities Maintenance/Repairs/Renovations as deemed appropriate by the City Treasurer and/or City Engineer with the concurrence of the City Manager.
12. Legal Services and Labour Relations Services as deemed appropriate by the City Solicitor and/or the Deputy City Manager, Enterprise Supports (or delegate) up to \$ 250,000.
13. Construction relocations as approved by the City Utilities Co-ordination Committee.
14. Services provided for City construction projects within a railway right-of-way as required by the rail authority having jurisdiction.
15. Revenue Generation Services provided to or by the City of London with the intent to generate revenue for the City.
16. Planning and Development or Re-development Projects to purchase, sell or repurpose property or other City assets.
17. Banking Services where covered by agreements and provided either directly by the City's contracted Banking Services provider or by one of the contracted Banking Services provider's strategic partners, affiliates or holdings as deemed appropriate by the City Treasurer and with the concurrence of the City Manager.
18. Acquisition, Lease or Sale/Disposal of Real Property are not subject to this Policy. Existing council policies; Real Property Acquisitions Policy, Lease Financing Policy, and Sale and Other Disposition of Land Policy are in place to guide these processes.
19. Grant Funding, given or paid out by the City as per current Council approved Policies for Grants and/or agreements entered into by Council provides the criteria for how City of London Grant funding is provided. Grants not covered by these Policies or agreements must be approved by Council.

SCHEDULE “C” – Irregularities Contained in Bids

Irregularity	Response
1. Late bids.	Automatic rejection
2. Insufficient financial security (no bid deposit or insufficient bid deposit).	Automatic rejection
3. Failure to insert the name of the bonding company in the space provided for in the bid documents.	Automatic rejection
4. Failure to provide a letter of agreement to bond/ letter of guarantee where required.	Automatic rejection
5. Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	May be rejected as informal – Mandatory Requirements must be met or Automatic rejection
6. Documents, in which all addenda have not been acknowledged.	Automatic rejection
7. Failure to attend mandatory site visit.	Automatic rejection
8. Bids received on documents other than those provided by the City.	Automatic rejection
9. Failure to insert the bidder’s business name in one of the two spaces provided in the bid documents.	Automatic rejection
10. Conditions placed by the bidder on the total contract price.	Automatic rejection

Irregularity	Response
<p>11. Bids containing minor mathematical errors</p>	<p>a) If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.</p> <p>b) If both the unit price and the total price are left blank, then both shall be considered as zero.</p> <p>c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.</p> <p>d) If the total price is left blank for a lump sum item, it shall be considered as zero.</p> <p>e) If the bid documents contain an error in addition and/or subtraction and/or transcription in the approved competitive bid documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern.</p> <p>f) Bid documents containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.</p>

SCHEDULE “D” - Statement of Ethics for Public Purchasers

The Ontario Public Buyers Association’s Code of Ethics is based upon the following tenets and all employees who are authorized to purchase goods and/or services on behalf of the City are to adhere to the following:

1. Open and Honest Dealings with Everyone who is Involved in the Purchasing Process. This includes all businesses with which this City contracts or from which it purchases goods and/or services, as well as all members of our staff and of the public who utilize the services of the Purchasing and Supply Team.
2. Fair and Impartial Award Recommendations for All Contracts and Tenders. This means that we do not extend preferential treatment to any supplier, including local companies. Not only is it against the law, it is not good business practice, since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.
3. An Irreproachable Standard of Personal Integrity on the Part of All Those Delegated as Purchasing Representatives for This City. Absolutely no gifts or favours are accepted by the purchasing representatives of this City in return for business or the consideration of business. Also, the purchasing representatives of this City do not publicly endorse one company in order to give that company an advantage over others.
4. Cooperation with Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar. The City is a member of a cooperative purchasing group. Made up of several public agencies, this group pools its expertise and resources in order to practice good Value Analysis and to purchase goods and/or services in volume and save tax dollars.
5. Continuous Development of Purchasing Skills and Knowledge. All members of the Purchasing and Supply Team take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.

SCHEDULE “E” – Materials Management Guidelines

1. Materials Management and Inventory Control

The Manager of Purchasing and Supply (or delegate) shall be solely responsible for the Supply Services of all inventory and warehouse operations at Greenway Pollution Control Plant, A.J. Tyler and Exeter Road Operations centers. A system of materials management and inventory control methods shall be used to maintain an adequate level of commodities to support and supply all Service Areas.

2. Inventory Control System

- a. A physical inventory of stock items shall be taken on a periodic basis.
- b. An adequate allowance for inventory obsolescence shall be maintained.

3. Control of Goods in Use

The Manager of Purchasing and Supply (or delegate) may periodically perform a physical count and inventory of all goods that are not in inventory but are used and stored by various Service Areas. The Deputy City Manager shall provide any necessary assistance required. As a result of such a review, goods may be placed into inventory, transferred, declared surplus or otherwise disposed.

4. No Separate Procurement of Commodities in Inventory

Commodities which are available from Supply Services inventory and which are suitable for the intended end use shall not be requisitioned or purchased on a direct charge basis.

5. Disposal of Materials and Equipment Considered to be Obsolete and/or Surplus

- a. All Service Areas shall notify the Manager of Purchasing and Supply (or delegate) when items become obsolete or surplus to their requirements. Options to allow for trade-in allowance will be considered when purchasing new equipment.
- b. The Manager of Purchasing and Supply shall be responsible for ascertaining if the items can be of use to another civic Service Area rather than disposed of.
- c. Items that are not claimed for use by another Service Area may be offered for sealed bids, public auction or other public sale, depending in the opinion of the Manager of Purchasing and Supply on which method is most suitable for the equipment or material involved.
- d. Auctions are held as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- e. The revenue from the sale of obsolete material shall be credited to the appropriate account(s).

6. Periodic Bids for Auctioneer Services

The Manager of Purchasing and Supply is authorized to obtain sealed bids for auctioneer services on a periodic basis from qualified auctioneers.

7. Disposal of Materials and Equipment Considered to be Scrap

- a. Where scrap material is available for disposal, the relevant area Manager shall inform the Manager of Purchasing and Supply who shall be responsible for the disposal of all scrap material belonging to the City.
- b. The Manager of Purchasing and Supply, after determining the value and possible alternate uses of the scrap material, may dispose of the material by:
 - i. general advertising to secure sealed bids;
 - ii. direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
 - iii. public auction; or
 - iv. other methods as deemed appropriate.
- c. The revenue from the sale of scrap material shall be credited to the appropriate account(s).

Bill No. 94
2022

By-law No. A.-7955()-__

A by-law to amend By-law A.-7955-83, “a bylaw to authorize the Mayor and City Clerk to execute the Resolution Regarding Banking and the Master Client Agreement for Business Client Authorization and any contract or document with the Royal Bank relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program and to authorize the signing of cheques and the withdrawal or transfer of funds”

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

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

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

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

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

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

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

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

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

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

1. The Resolution Regarding Banking attached as Schedule 1 to By-law A.-7955-83, being “A bylaw to authorize the Mayor and City Clerk to execute the Resolution Regarding Banking and the Master Client Agreement for Business Client Authorization and any contract or document with the Royal Bank relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program and to authorize the signing of cheques and the withdrawal or transfer of funds” is deleted and replaced by the Resolution Regarding Banking attached as Schedule 1 to this bylaw, which is hereby approved.

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

3. The Master Client Agreement for Business Client Authorization attached as Schedule 2 to By-law A.-7955-83, “a bylaw to authorize the Mayor and City Clerk to execute the Resolution Regarding Banking and the Master Client Agreement for Business Client Authorization and any contract or document with the Royal Bank relating to the Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program and to authorize the signing of cheques and the withdrawal or transfer of funds” is deleted and replaced by the Master Client Agreement for Business Client Authorization attached as Schedule 2 to this bylaw, which is hereby approved.

4. The Mayor and City Clerk are authorized to execute the Master Client Agreement for Business Client Authorization approved under section 3 of this bylaw.

This bylaw shall come into force and effect on the day it is passed.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022



Resolution Regarding Banking

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

SRF No.: 341432003

Legal Name: THE CORPORATION OF THE CITY OF LONDON (the "Customer")

Address: 300 DUFFERIN AVE LONDON ON N6A4L9

RESOLVED:

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

2. THAT INSTRUMENTS: SEE SCHEDULE A

FOR AGREEMENTS AND CREDIT : THE MAYOR AND CITY CLERK TO SIGN JOINTLY

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

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

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

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

Please do not write in this area

01-001-380-201906-02-341432003--0102



4. That Royal Bank be furnished with:

(a) a copy of this Resolution; and

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

each certified by the (1) MAYOR

and (2) CITY CLERK of the Customer; and

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

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

CERTIFICATE

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

COUNCIL

(Council, Board or Board of Trustees)

of the

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

____-____-____
Y Y Y Y M M D D

(SEAL)

(1)

Authorized Person's Signature

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

Authorized Person's Title: **MAYOR**

(2)

Authorized Person's Signature

Authorized Person's Name: **MICHAEL SCHULTHESS**

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

Please do not write in this area

01-001-380-201906-02-341432003--0202



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

341432003 THE CORPORATION OF THE CITY OF LONDON

Special Instructions relating to Signing Authorities

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

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

FOR CHEQUES UNDER \$50,000, THE MAYOR AND CITY TREASURER SIGN JOINTLY

FOR CHEQUES OVER \$50,000, THE MAYOR AND CITY TREASURER SIGN JOINTLY WITH ONE OF THE FOLLOWING: MAYOR; DEPUTY CITY MANAGER, FINANCE SUPPORTS, CITY TREASURER; DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER, TAXATION & REVENUE; MANAGER, DEVELOPMENT FINANCE; MANAGER, FINANCIAL PLANNING & POLICY

FOR ELECTRONIC FUND TRANSFERS UNDER \$50,000 ONE OF THE FOLLOWING: SENIOR FINANCIAL BUSINESS ADMINISTRATOR; FINANCIAL BUSINESS ADMINISTRATOR; MANAGER ACCOUNTING & REPORTING; MANAGER FINANCIAL OPERATIONS

FOR ELECTRONIC FUND TRANSFERS OVER \$50,000 ONE OF THE FOLLOWING MUST APPROVE IN WRITING: DEPUTY CITY MANAGER, FINANCE SUPPORTS, CITY TREASURER; DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER, TAXATION & REVENUE; MANAGER, DEVELOPMENT FINANCE; MANAGER, FINANCIAL PLANNING & POLICY

FOR ALL WIRE OR MANUAL TRANSFERS OF ANY AMOUNT TWO SIGNATURES OF TWO OF THE FOLLOWING: DEPUTY CITY MANAGER, FINANCE SUPPORTS, CITY TREASURER; DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT; DIRECTOR, FINANCIAL SERVICES; DIVISION MANAGER, TAXATION & REVENUE; MANAGER, DEVELOPMENT FINANCE; MANAGER, FINANCIAL PLANNING & POLICY

DATED: _____

MAYOR

CITY CLERK



Master Client Agreement for Business Clients Signature Card

SRF No.: 341432003

Legal Name: THE CORPORATION OF THE CITY OF LONDON

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

SECTION A - Incumbency Certificate

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

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

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

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

A.1 - Signing Authorities

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

For authorized individuals:

Name	Title	Signature	Special Instructions
ED HOLDER	MAYOR		YES
MICHAEL SCHULTHESS	CITY CLERK		YES
ANNA LISA BARBON	DEPUTY CITY MANAGER, FINANCE SUPPORTS, CITY TREASURER		YES
IAN COLLINS	DIRECTOR, FINANCIAL SERVICES & DEPUTY CITY TREASURER		YES
JOE MCMILLAN	DIVISION MANAGER, TAXATION & REVENUE & DEPUTY CITY TREASURER		YES

JASON SENESE	MANAGER, DEVELOPMENT FINANCE		YES
ALAN DUNBAR	MANAGER, FINANCIAL PLANNING & POLICY		YES
KYLE MURRAY	DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT & DEPUTY CITY TREASURER		YES
JASON DAVIES	MANAGER, FINANCIAL PLANNING & POLICY		YES
MARTIN GALCZYNSKI	MANAGER, FINANCIAL PLANNING & POLICY		YES
MENG LIU	SENIOR FINANCIAL BUSINESS ADMINISTRATOR		YES
KRISTIN MCGRATH	FINANCIAL BUSINESS ADMINISTRATOR		YES
NORA REXHVELAJ	MANAGER ACCOUNTING & REPORTING		YES
SAMANTHA ARCESE	MANAGER FINANCIAL OPERATIONS		YES

For authorized corporations and other entities:

SRF (internal use only):	Name	Special Instructions

Special Instructions relating to Signing Authorities

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

Yes No

<p>Instructions for the withdrawal of funds from accounts by way of cheque, wire payment instruction, pre-authorized debit authorization, or other order for the payment of money from accounts</p> <p>SEE SCHEDULE A</p>
<p>Agreements for accounts or cash management products or services</p> <p>THE MAYOR AND CITY CLERK TO SIGN JOINTLY</p>
<p>Agreements for borrowing money or otherwise obtaining credit, granting security, and/or providing guarantees</p> <p>THE MAYOR AND CITY CLERK TO SIGN JOINTLY</p>
<p>Requests for draws, drawdowns, or advances under any agreements relating to borrowing money or otherwise obtaining credit</p> <p>THE MAYOR AND CITY CLERK TO SIGN JOINTLY</p>

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

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

Does the Customer have an RBC Commercial Credit Card account?

Yes No

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

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

Name	Signature

SECTION B - Trade name

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

Trade Name (Operating As)

SECTION C - Effect

This Signature Card is effective as of

Y	Y	Y	Y	M	M	D	D

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

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

Customer's Legal Name: THE CORPORATION OF THE CITY OF LONDON
Authorized Person's Name: MICHAEL SCHULTHESS
Authorized Person's Title: CITY CLERK
Authorized Person's Signature:

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

SECTION D - Amendment

This Signature Card is amended as of

Y	Y	Y	Y	M	M	D	D

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

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

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

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

Bill No. 95
2022

By-law No. A.-8047()-__

A by-law to amend By-law A.-8047-15, "A bylaw to approve an Amending Agreement between the Bank of Nova Scotia 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 8 of the Municipal Act, 2001 provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

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

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

AND WHEREAS subsection 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting, among other things: ii) financial management of the municipality;

AND WHEREAS the Bank of Nova Scotia and The Corporation of the City of London entered into an agreement in 2016 for the provision of financial banking services ("Banking Services Agreement");

AND WHEREAS a Certificate was approved and requires amendment as a result of restructuring;

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

1. The Certificate approved under section 5 of By-law A.-8047-15, "A bylaw to approve an Amending Agreement between the Bank of Nova Scotia and The Corporation of the City of London" is deleted and replaced by the Certificate, substantially in the form attached as Schedule I, to this bylaw, which is hereby approved.

2. The Mayor and Clerk are authorized to execute the Certificate approved under section 1 of this bylaw.

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

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

SCHEDULE I

Certificate – Beneficial Owners, Officers, Directors & Signing Authorities

TO THE BANK OF NOVA SCOTIA AND ITS SUBSIDIARIES (collectively, "Scotiabank"):

THE UNDERSIGNED, on behalf of THE CORPORATION OF THE CITY OF LONDON
(FULL LEGAL NAME)

Trading As (if applicable): _____

("the Company"), certifies

that no individual owns or controls, directly or indirectly, 25% or more of the Company

OR

that the following individuals are the beneficial owners who each own or control, directly or indirectly, 25% or more of the Company:

Note: Beneficial ownership must be tracked to those natural persons, if any, who own 25% or more of the Company. Do not list an intermediary entity (i.e. a business entity) as a beneficial owner.

Name of Person	Address	Date of Birth (mm/dd/yyyy)	Percentage Ownership	Occupation

(the "Company") certify that the following persons are officers of the Company:

STATE
 NAMES &
 TITLES

Anna Lisa Barbon, Deputy City Manager, Finance Supports, City Treasurer
 Ed Holder, Mayor
 Michael Schulthess, City Clerk

STATE
NAMES &
OCCUPATIONS

and the following persons are the directors of the Company:

Ed Holder	Michael Van Holst
Shawn Lewis	Anna Hopkins
Mo Mohamed Salih	Paul Van Meerbergen
Jesse Helmer	Stephen Turner
Maureen Cassidy	Elizabeth Pelozo
Josh Morgan	Steve Hillier
Steve Lehman	John Fyfe-Millar
Mariam Hamou	

and certify that any of the following persons in the combinations specified, if applicable have been authorized to give instructions, verifications and approvals on behalf of the Company from time to time:

STATE
NAMES &
TITLES

Refer to attached Schedule "A"

And certify that any of the following persons in the combinations specified, if applicable have been authorized to borrow money from the Bank on the credit of the Company from time to time up to a total of \$102,000,000 subject to the limit described below on the terms that these persons may determine.

The Mayor, or the Deputy Mayor, and the City Treasurer or the Deputy Treasurer of the Corporation are authorized to execute on behalf of the Corporation, under its Corporate Seal, and deliver to the Bank of Nova Scotia, or its representatives or other persons, an agreement to borrow sums which shall not in total exceed \$102,000,000 at any one time, to meet, until the taxes are collected, the current expenditures of the Corporation provided that notwithstanding the sums authorized to be borrowed hereunder, the amount that may be borrowed hereunder at any one time, together with the total of any similar borrowings that have not been repaid, shall not, except with the approval of the Local Planning Appeal Tribunal, exceed from January 1st to September 30th in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year, and from October 1st to December 31st in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year, all as provided for in section 407 of the Municipal Act, S.O. 2001, c. 25.

Any two of:

Anna Lisa Barbon, Deputy City Manager, Finance Supports, City Treasurer
 Ed Holder, Mayor
 Josh Morgan, Councillor and Deputy Mayor
 Ian Collins, Director, Financial Services, Deputy City Treasurer
 Kyle Murray, Director, Financial Planning & Business Support, Deputy City Treasurer
 Joe McMillan, Division Manager - Taxation & Revenue, Deputy City Treasurer

DATE RECEIVED	-----
RECORDED	-----
APPROVED	-----
E.O. AUDITOR	-----

The undersigned certifies that he/she has the knowledge and authority to provide the above information, that such information is complete and correct, and that he/she has the signing authority to bind the Company. The undersigned undertake to notify The Bank of Nova Scotia of any change in the directors or officers of the Company, or the authorizations certified above and, until The Bank of Nova Scotia receives such written notice, you may assume there has been no change in the information certified above.

Date (mm/dd/yyyy)

SIGNATURE: _____
TITLE (PRINT): _____

SIGNATURE: _____
TITLE (PRINT): _____

Schedule A

Supplemental information to the
Certificate - Officers, Directors & Signing Authorities

The Corporation of The City of London

In addition to the terms noted on the above referenced form, we certify that the following persons, in the combinations specified, are authorized to give instructions, verifications and approvals on behalf of the Company from time to time:

SIGNATORIES:

Ed Holder	Mayor
Anna Lisa Barbon	Deputy City Manager, Finance Supports, City Treasurer
Kyle Murray	Director, Financial Planning & Business Support
Ian Collins	Director, Financial Services
Joe McMillan	Division Manager, Taxation & Revenue
Jason Senese	Manager, Development Finance
Jason Davies	Manager, Financial Planning & Policy
Alan Dunbar	Manager, Financial Planning & Policy
Martin Galczynski	Manager, Financial Planning & Policy

For all cheques up to and including \$50,000 the following two (2) signature are required:

Mayor- Signature may be written, engraved, printed or otherwise mechanically reproduced AND City Treasurer - Signature may be impressed thereon by cheque signing machine.

For all cheques over \$50,000 the following three (3) signatures are required:

Mayor- Signature may be written, engraved, printed or otherwise mechanically reproduced AND City Treasurer - Signature may be impressed thereon by cheque signing machine PLUS countersigned in Writing by one (1) of: Director, Financial Planning & Business Support; Director, Financial Services; Division Manager, Taxation & Revenue; Manager, Development Finance; Manager, Financial Planning & Policy.

For all wire and/ or manual transfers of any amount, any two (2) of the following signatures are required:

City Treasurer; Director Financial Planning & Business Support; Director, Financial Services; Division Manager, Taxation & Revenue; Manager, Development Finance; Manager, Financial Planning & Policy.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Bill No. 96
2022

By-law No. C.P.-1284()-

A by-law to amend the Official Plan for the City
of London, 1989 relating to 755-785
Wonderland Road South.

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

1. Amendment No. ____ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a Specific Area policy in Section 10.1.3 of the Official Plan for the City of London Planning Area – 1989 to permit service uses, in addition to the uses permitted in the Community Commercial Node designation. The intent is to align the policies of the 1989 Official Plan, as they apply to the subject lands, with The London Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 755-785 Wonderland Road South in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the PPS and the in-force policies of the 1989 Official Plan and The London Plan. The recommendation provides the opportunity for a new use that is contemplated in the Shopping Area Place Type of The London Plan. The recommended amendment would help to achieve the vision of the Shopping Area Place Type by providing a broader range of uses, including service uses.

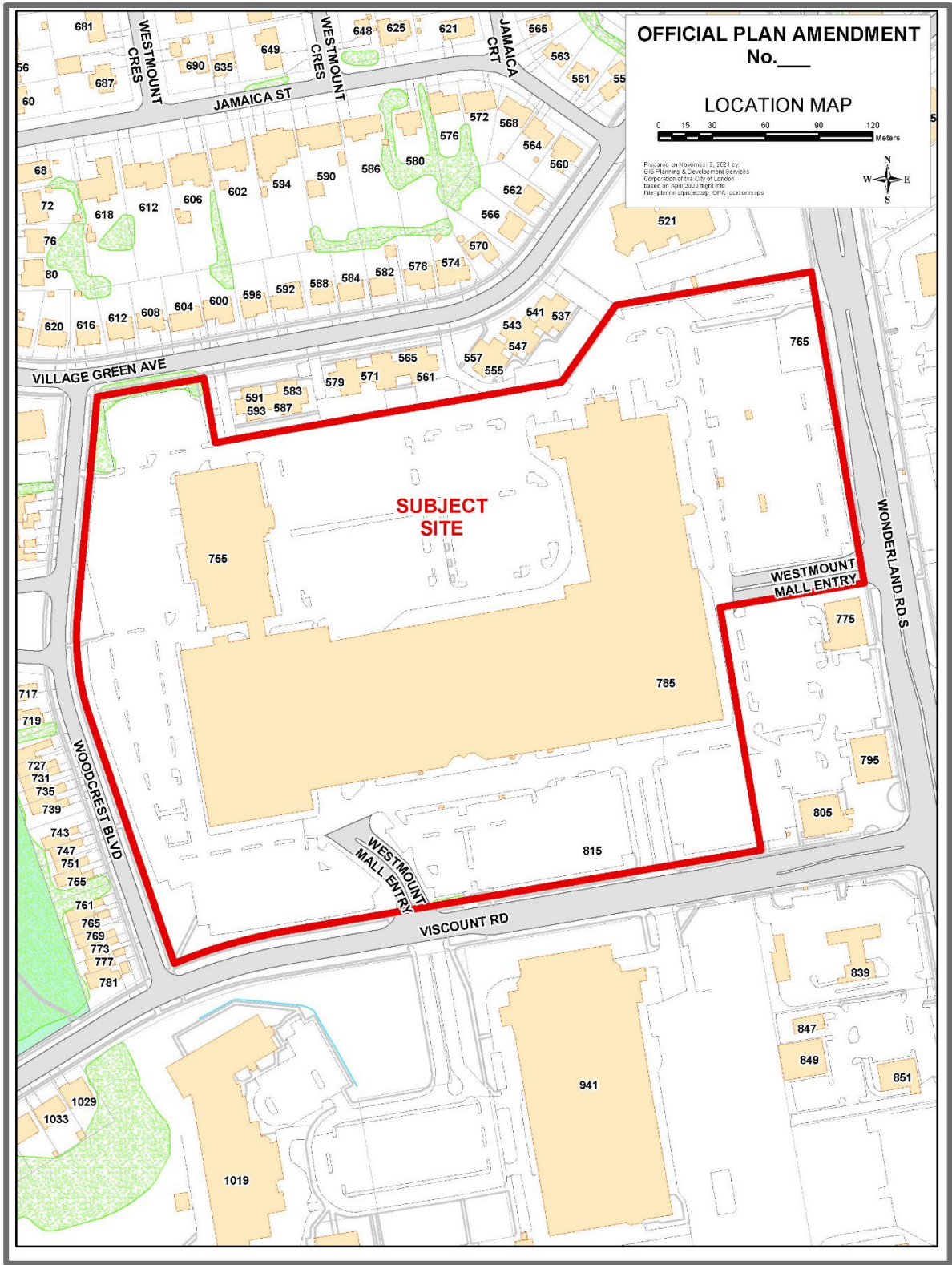
D. THE AMENDMENT

The Official Plan for the City of London Planning Area - 1989 is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London – 1989 is amended by adding the following:

() 755-785 Wonderland Road South

At 755-785 Wonderland Road South, in addition to the permitted uses of the Community Commercial Node designation, service uses may be permitted.



Bill No. 97
2022

By-law No. C.P.-1284()-

A by-law to amend the Official Plan for the City of London, 1989, relating to 475 Grey Street.

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

1. Amendment No. _____ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to Section 10 of the Official Plan for the City of London Planning Area – 1989 to provide for a permitted residential density that will allow for a development that is consistent with the Neighbourhoods Place Type policies of The London Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 475 Grey Street in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the PPS and the in force policies of the 1989 Official Plan and The London Plan. The recommendation provides the opportunity for residential intensification and re-use of a vacant lot in the form of two (2) 2.5-storey stacked townhouse buildings, located at the intersection of a Neighbourhood Connector Street and a Neighbourhood Street within an existing neighbourhood. The recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. The recommended amendment would help to achieve the vision of the Neighbourhoods Place Type, providing a range of housing choice to accommodate a diverse population of various ages and abilities.

D. THE AMENDMENT

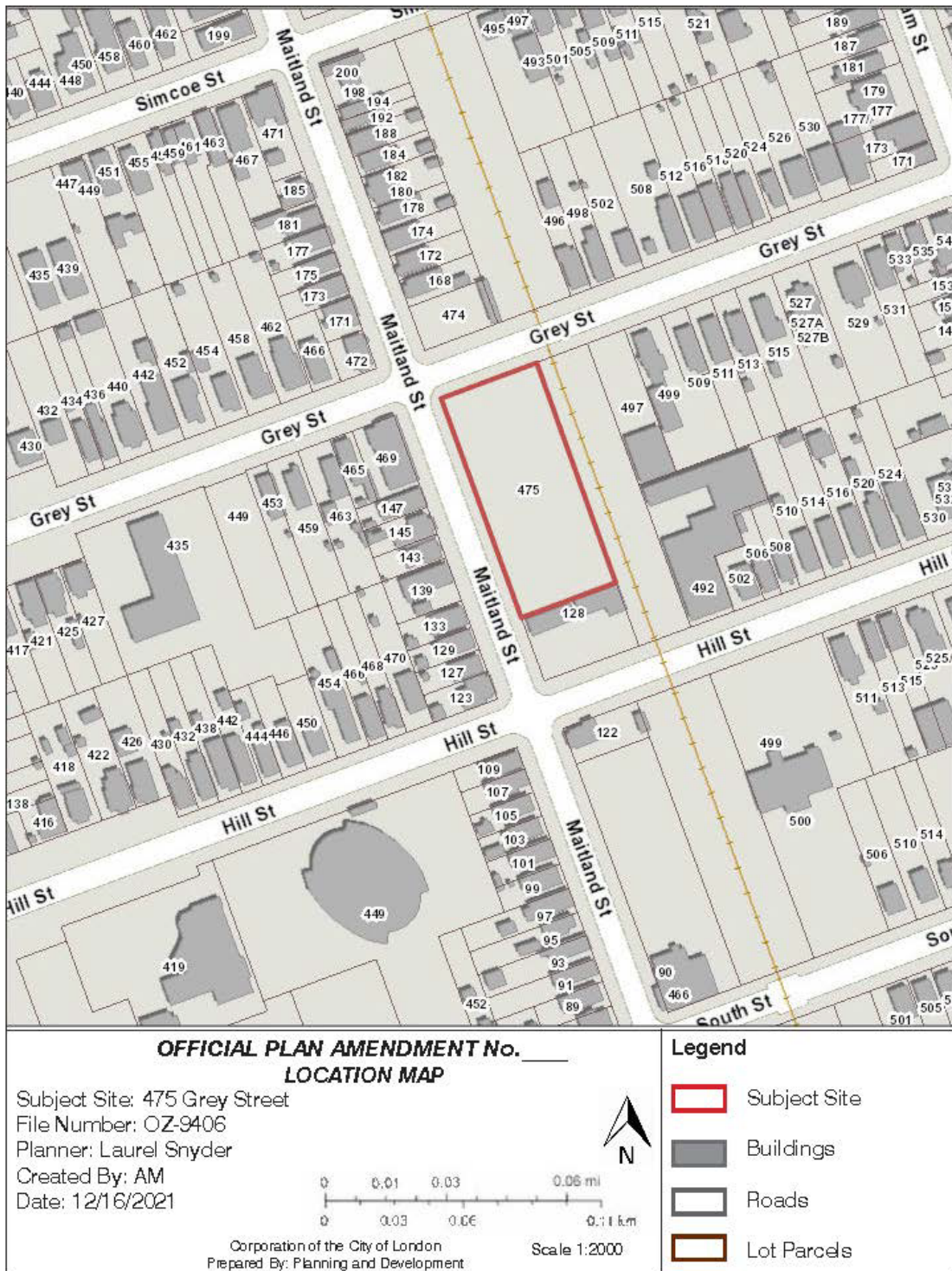
The Official Plan for the City of London is hereby amended as follows:

1. Section 10 – Policies for Specific Areas of the Official Plan of the City of London – 1989 is amended by adding the following:

475 Grey Street

At 475 Grey Street, in addition to the uses permitted within the Low Density Residential, the development of two (2), 2.5-storey (11.0 meter) stacked townhouse buildings three units high with a total of thirty-six (36) residential units may be permitted with a maximum density of 96 units per hectare. The City Design policies of The London Plan shall apply.

SCHEDULE 1



Bill No. 98
2022

By-law No. C.P.-1512()-

A by-law to amend The London Plan for the
City of London, 2016 relating to the McCormick
Area Secondary Plan.

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

1. Amendment No. _____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

**AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To delete references to 1989 Official Plan policy sections and numbers, land use designations, road classifications, and map schedules throughout the McCormick Area Secondary Plan.
2. To add references to The London Plan policy chapters and numbers, place types, street classifications, and maps throughout the McCormick Area Secondary Plan.
3. To correct errors and omissions identified throughout the McCormick Area Secondary Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands bounded by the Canadian Pacific Railway to the north, Quebec Street and Burbrook Place to the west, Dundas Street to the south and Ashland Avenue and McCormick Boulevard to the east.

C. BASIS OF THE AMENDMENT

This housekeeping amendment will facilitate the transition to The London Plan and refine wording, formatting and mapping in the McCormick Area Secondary Plan.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. The McCormick Area Secondary Plan for the City of London is amended by renumbering all Sections (20.8.X.X) in the Table of Contents and headings throughout the Secondary Plan to appropriate numbers, as follows:

1.0 Introduction

- 1.1 Location
- 1.2 Purpose, Use and Interpretation
- 1.3 Vision
- 1.4 Principles

2.0 Community Structure

- 2.1 Community Structure Plan
- 2.2 Connectivity
- 2.3 Neighbourhood Integration
- 2.4 Dundas Street Mainstreet
- 2.5 Established Business
- 2.6 Cultural Heritage Conservation

3.0 General Policies

- 3.1 Mobility and Public Realm
- 3.2 Cultural Heritage
- 3.3 Green Development
- 3.4 Species at Risk
- 3.5 Brownfield Remediation
- 3.6 Compatibility with Sensitive Uses
- 3.7 Affordable Housing
- 3.8 Bonusing Policies

4.0 Character Area Land Use Designations

- 4.1 Introduction
- 4.2 All Designations
- 4.3 Industrial-Commercial Designation
- 4.4 Transit-Oriented Designation
- 4.5 Mixed-Use Designation
- 4.6 Mid-Rise Residential Designation
- 4.7 Low-Rise Residential Designation
- 4.8 Community Parkland Designation
- 4.9 Special Policies

5.0 Implementation

- 5.1 Implementation of the Plan
- 5.2 Interpretation
- 5.3 Municipal Works
- 5.4 Official Plan (*The London Plan*)
- 5.5 Zoning By-law
- 5.6 Plans of Subdivision, Plan of Condominium and Consents to Sever
- 5.7 Site Plan Approval
- 5.8 Guideline Documents
- 5.9 Street Creation
- 5.10 Required Studies

2. The McCormick Area Secondary Plan for the City of London is amended by organizing a multilevel list, where the first level uses Roman numerals (i, ii, iii, ...), the second level uses lower-case letters (a, b, c, ...), the third level uses numbers (1, 2, 3, ...), and the fourth level uses bullets (•); and renumbering the existing bullets (•) to numbers (1, 2, 3, ...) with the exception of the bullets in Section 20.8.3.4.

3. Section 20.8.1.2 of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

1.2 Purpose, Use and interpretation

The purpose of the McCormick Area Secondary Plan is to establish a more specific land use policy framework to guide the evolution of the former McCormick's Factory and adjacent lands, into a vibrant mixed-use neighbourhood which permits specified new uses within the industrial heritage, creates open space linkages, integrates with the surrounding neighbourhood and supports emerging businesses. This Secondary Plan provides a greater level of detail than the general policies in *The London Plan*, the City of London Official Plan, and is guided by the policies of the Provincial Policy Statement.

This Secondary Plan shall be used for the review of planning and development applications. This Secondary Plan is further intended to be used in conjunction with other policies of *The London Plan*. In particular, any amendments made to the Specific Policies for an applicable Place Type of *The London Plan* should be read in conjunction with this Secondary Plan. In instances where the overall London Plan and Secondary Plan are inconsistent, with the exception of the Specific Policies of *The London Plan*, the Secondary Plan shall prevail.

The text and schedules of the McCormick Area Secondary Plan will be included in the Secondary Plans part of *The London Plan*. The schedules form part of this Secondary Plan and have policy status whereas other figures and photographs included in this Secondary Plan are provided for graphic reference, illustration, and information.

4. Section 20.8.1.4 i) through vi) of the McCormick Area Secondary Plan for the City of London is amended by adding the words "to achieve this principle are" between the word "Objectives" and the colon (:) in the sub-heading.

5. Section 20.8.2.3 of the McCormick Area Secondary Plan for the City of London is amended by adding a hyphen at the end of the word "one" and between the words "two"

and “storey”.

6. Section 20.8.2.6 of the McCormick Area Secondary Plan for the City of London is amended by deleting the third paragraph through the sixth paragraph in its entirety and replacing them with the following:

i) London’s Inventory of Heritage Resources

The property below, located within the McCormick Area Secondary Plan area, is listed to London’s Inventory of Heritage Resources:

- a) 1020 Elias Street (former Bell Telephone Building), Listed, Priority 1.

ii) Potential Cultural Heritage Value or Interest

The properties below, located within the McCormick Area Secondary Plan area, are properties under consideration for identification of potential cultural heritage value or interest:

- a) 1108 Dundas Street (former The Empire Manufacturing Co. Brass Foundry);
- b) 1120 Dundas Street (former Supertest Petroleum Co. Service Station);
- c) 1140 Dundas Street (former Coca-Cola bottling plant);
- d) 1152 Dundas Street (former Ruggles Truck Manufacturing);
- e) 445 Nightingale Avenue (former Reid Bros. & Co. Paper Box Manufacturing);
- f) 465 Nightingale Avenue;
- g) 471 Nightingale Avenue (former Hunt Brothers Flour Mill);
- h) 501 Nightingale Avenue (former Taylor Electric);
- i) 568 Glasgow Street (former Clatworthy Lumber);
- j) 982 Princess Avenue/1005 Elias Street (former Orange Crush Ltd.);
- k) 990 Princess Street (former Perry Sales Co.);
- l) 560 Quebec Street (former Dominion Stores Bakery); and,
- m) 580 Quebec Street (former Supertest Petroleum warehouse).

7. Sections 20.8.3.1 of the McCormick Area Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

The transportation network within the McCormick Area Secondary Plan area consists of Rapid Transit Boulevards, Neighbourhood Connectors, and Neighbourhood Streets, as established in *The London Plan*. The transportation network in this Secondary Plan also includes Future Streets and Future Publicly Accessible Connections, illustrated in Schedule 3.

8. Section 20.8.3.1 i) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Street Typologies

Four street typologies exist within this Secondary Plan – Rapid Transit Boulevards, Neighbourhood Connectors, Neighbourhood Streets, and a Green Link overlay. The following policies establish the general design intent of these typologies. Variations may be considered by the City of London based on circumstances such as topography, proposed abutting land use(s), and opportunities to implement other objectives from the Transportation Master Plan, the Rapid Transit Environmental Assessment, and the Bicycle Master Plan.

a) Rapid Transit Boulevards

Rapid Transit Boulevards are high-capacity roads, in many cases accommodating both vehicles and transit, which serve the city as a whole and act as major north-south and east-west connections. Depending on the location of transit services, Rapid Transit Boulevards may also serve as Rapid Transit Corridors, as is the case in this Secondary Plan. A balance must be achieved between their transportation function, including accommodation for transit and access to adjacent land uses, and to act as socially vibrant public space.

The design of the rights-of-way associated with Rapid Transit Corridors should provide for a streetscape and sidewalk environment designed for pedestrians, with features that may include wide sidewalks, street trees and feature plantings, decorative paving, lighting and signage. Bicycle routes shall be appropriately placed

to avoid conflict between on-street parking and the intended character of the public right-of-way.

b) Neighbourhood Connectors

Neighbourhood Connectors include Quebec Street, Elias Street, and Nightingale Avenue. Quebec Street serves moderate volumes of inter-neighbourhood traffic at moderate speeds, while Elias Street and Nightingale Avenue serve light volumes of traffic for short distances at light speeds. These roads may require a higher level of pedestrian amenity than Neighbourhood Streets through the extended use of tree and feature planting, paving, lighting and signage design. Their design should complement the planned adjacent land uses with features such as on-street parking, benches and wider sidewalks provided adjacent to commercial and mixed-use properties.

c) Neighbourhood Streets

Neighbourhood Streets provide access to individual properties and connect neighbourhood destinations. These streets play a dual role as neighbourhood socialization spaces and low-volume transportation corridors. The design requirements, while less substantial than for Rapid Transit Boulevards and Neighbourhood Connectors, must support the dual role of Neighbourhood Streets. The majority of proposed Future Streets within the McCormick Area Secondary Plan area belong to the Neighbourhood Streets typology. On-street parking may be provided along all Neighbourhood Streets.

d) Green Link (overlay)

The Green Link overlay identifies streets and public pathways that are crucial to connecting the Secondary Plan area and the surrounding neighbourhoods to the established open space system. Streets with the Green Link overlay should prioritize active transportation modes and are ideal locations for bike lanes. Public pathways should prioritize active transportation modes, including cyclists and pedestrians, and are ideal locations for multi-use trails.

9. Section 20.8.3.1 ii) b), c), f) and g) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- b) Future Neighbourhood Streets will be designed to support pedestrian-oriented development patterns, with strong connections to transit services located on Dundas Street and Quebec Street.
- c) Future Neighbourhood Streets should help to create short neighbourhood blocks, which make walking easy and efficient and allow for variation in routes.
- f) At the subdivision and/or site plan application stage, consideration shall be given to the provision for the conveyance and construction of Future Neighbourhood Streets and/or Future Publicly Accessible Connections illustrated on Schedule 3.
- g) Variations in routes of the Future Neighbourhood Streets illustrated in Schedule 3 may be considered through future studies identifying constraints due to circumstances such as topography, proposed abutting land use(s), and opportunities to implement other objectives from the Transportation Master Plan, the Rapid Transit Environmental Assessment, and the Bicycle Master Plan

10. Section 20.8.3.5 of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

3.4 Species at Risk

The Chimney Swift (*Chaetura pelagica*), listed as a threatened species in Ontario, receives protection under the Endangered Species Act, 2007 for individual members of the species and their habitat. Chimney Swifts are known to exist in the McCormick Area Secondary Plan area, with a potential for nesting and/or roosting in chimneys and other man-made features within the area. Consultation with the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry must occur prior to any activity, such as building demolitions that may impact potential Chimney Swift habitat including man-made nests/ roosts and natural nest/root cavities within the McCormick Area Secondary Plan area.

11. Section 20.8.3.6 of the McCormick Area Secondary Plan for the City of London is amended by deleting “2014” in the first paragraph.

12. Section 20.8.3.7 a) of the McCormick Area Secondary Plan for the City of London is deleted and replaced with the following:

- i) Proponents of new developments may be required to undertake studies to ensure that the following applicable guidelines and regulations are being met:
 - a) Ontario Ministry of the Environment, Conservation and Parks *Guideline D-6: Compatibility between Industrial Facilities and Sensitive Land Uses*;
 - b) Ontario Ministry of the Environment, Conservation and Parks *Environmental Noise Guideline NPC-300: Stationary and Transportation Sources – Approval and Planning*;
 - c) Ontario Regulation 419/05 Air Pollution – Local Air Quality;
 - d) Ontario Ministry of the Environment, Conservation and Parks *Primary Noise Screening Method Guide*;
 - e) Federation of Canadian Municipalities and the Railway Association of Canada – Guidelines for New Development in Proximity to Railway Operations; and,
 - f) City of London Sound By-law PW-12.

13. Section 20.8.3.9 d) of the McCormick Area Secondary Plan for the City of London is amended by deleting the first paragraph and the seventh and final bullets and replacing them with the following, respectively:

- iv) Notwithstanding the Bonus Zoning policies in Our Tools part of *The London Plan*, increases in height and/or density may be offered only for developments which incorporate one or more of the facilities, services, and matters specified below:
 - g) Developments integrating green technology cited in Section 3.3;
 - j) Public Art incorporating distinct elements of the area’s industrial heritage, and complying with the City of London’s Public Art/Monument Policy (2009).

14. Section 20.8.4.2 i) of the McCormick Area Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

The following structures and facilities associated with public services and utilities may be permitted in all areas of the City outside of the flood plain or environmentally significant areas, as shown on Map 6 – Hazards and Natural Resources of *The London Plan*:

15. Section 20.8.4.3 i) of the McCormick Area Secondary Plan for the City of London is amended by deleting the words “Gleeson Avenue” and replacing them with the words “Gleeson Street”.

16. Section 20.8.4.3 iii) of the McCormick Area Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

Permitted uses in the Industrial-Commercial Designation may include small-scale light industrial uses that involve assembling, fabricating, manufacturing, processing and/or repair activities that are located within enclosed buildings and which will not create a significant impact on surrounding residential uses and will conform to the Ontario Ministry of the Environment, Conservation and Parks *Guideline D-6* and other applicable provincial and municipal guidelines and regulations. Office and commercial uses in association with industrial uses are permitted.

17. Sections 20.8.4.3 iii) and 20.8.4.5 iii) of the McCormick Area Secondary Plan for the City of London are amended by adding a new heading “i) Outdoor Patios” before the existing paragraph starting with the words “Outdoor patios in association with...”.

18. Section 20.8.4.3 vi) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

vi) Applications To Expand, Add or Modify

Applications to expand the Industrial-Commercial Designation will be evaluated using the policies of this Secondary Plan and *The London Plan*. It is not intended that this

designation will be applied further south than shown on Schedule 4 within the internal portions of the community to reduce potential compatibility issues with sensitive land uses.

19. Section 20.8.4.4 iv) e) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

e) The properties fronting onto Dundas Street shall be designed to accommodate at-grade uses.

20. Section 20.8.4.4 vi) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

vi) Applications To Expand, Add or Modify

Applications to expand the Transit-Oriented Designation will be evaluated using the policies of this Secondary Plan and *The London Plan*. It is not intended that this designation will be applied further north than shown on Schedule 4 within the internal portions of the community. Any expansions or additions to this designation shall front onto Dundas Street.

21. Section 20.8.4.5 vi) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

vi) Applications To Expand, Add or Modify

Applications to expand the Mixed-Use Designation will be evaluated using the policies of this Secondary Plan and *The London Plan*.

22. Sections 20.8.4.6 ii) – Permitted Uses and 20.8.4.7 ii) – Permitted Uses of the McCormick Area Secondary Plan for the City of London are amended by renumbering “ii)” in their headings to “iii)”.

23. Section 20.8.4.9 i) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) 1111 Elias Street

In the Light Industrial Place Type at 1111 Elias Street non-industrial office space and accessory warehouse space may be permitted within the existing building resulting in a total maximum gross floor area of 2,130 m² (22,927 sq.ft.) of non-industrial office use in association with no less than 560 m² (6,000 sq.ft.) of warehouse use.

24. Section 20.8.5.1 a) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) This Secondary Plan shall be implemented in accordance with the provisions of the *Planning Act*, the Provincial Policy Statement, other applicable Provincial legislation, the provisions of *The London Plan* and this Secondary Plan.

25. Section 20.8.5.2 of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.2 Interpretation

The following policies are intended to provide guidance in the interpretation and understanding of the policies, objectives, and schedules of this Secondary Plan.

The objectives and policies contained in the McCormick Area Secondary Plan are intended to implement this Secondary Plan, as described in Section 1.0. It is intended that the interpretation of these policies should allow for a limited degree of flexibility according to the following provisions.

i) The boundaries between land use designations as shown on Schedule 4 are not intended to be rigid, except where they coincide with physical features (such as streets, railways, rivers or streams). The exact determination of boundaries that do not coincide with physical features will be the responsibility of Council. Council may permit minor departures from such boundaries if it is of the opinion that the general intent of this Secondary Plan is maintained and that the departure is

advisable and reasonable. Where boundaries between land use designations do coincide with physical features, any departure from the boundary will require an amendment to *The London Plan*.

- ii) Minor variations from numerical requirements in this Secondary Plan may be permitted by Council without an amendment to *The London Plan*, provided that the general intent and objectives of this Secondary Plan and *The London Plan* are maintained.
- iii) Where lists or examples of permitted uses are provided in the policies related to specific land use designations, they are intended to indicate the possible range and types of uses to be considered. Specific uses which are not listed in this Secondary Plan, but which are considered by Council to be similar in nature to the listed uses and to conform to the general intent and objectives of the applicable land use designation, may be recognized as permitted uses in the Zoning By-law.

Schedule 3 shows the Street Hierarchy Plan. This Secondary Plan establishes a road pattern that represents the foundation for the community and establishes the framework for the layout of land uses. This Secondary Plan identifies the alignment of roads, and recognizing that these roads may need to be slightly shifted to address constraints and opportunities identified through future subdivision process, minor changes in these road alignments can be made without amendment to this Secondary Plan. Substantive changes to any road alignments will require an amendment to *The London Plan* and shall only be permitted where they are consistent with the underlying principles of the Community Structure Plan and the Street Hierarchy Plan.

26. Section 20.8.5.4 of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.4 Official Plan (*The London Plan*)

- i) Any amendment to the text or Schedules of this Secondary Plan represents an amendment to *The London Plan*. Furthermore, amendments to the Schedules of this Secondary Plan may require amendments to the associated maps of *The London Plan*.
- ii) Any applications to amend this Secondary Plan shall be subject to all the applicable policies of this Secondary Plan, as well as all the applicable policies of *The London Plan*.

27. Section 20.8.5.5 b), c) and e) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- ii) Any applications for amendment to the City of London Zoning By-law shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.
- iii) The lands within the area of this Secondary Plan may be zoned with an 'h' holding symbol in accordance with *The London Plan*.
- v) No development shall occur on any lands within the area zoned with an 'h' holding symbol until the 'h' holding symbol has been removed by an amendment to the Zoning By-law.

28. Section 20.8.5.6 of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.6 Plans of Subdivision, Plans of Condominium, and Consents to Sever

Any applications for subdivision, condominium, or consent to sever shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

29. Section 20.8.5.7 of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.7 Site Plan Approval

Any applications for Site Plan Approval shall be subject to the policies of the McCormick Area Secondary Plan and applicable policies of *The London Plan*.

30. Section 20.8.5.8 a) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.8 Guideline Documents

Guideline documents may be adopted by Council to provide greater detail and guidance for development and public realm elements of the McCormick Area Secondary Plan.

31. Section 20.8.5.10 I) of the McCormick Area Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

xii) Ontario Ministry of the Environment, Conservation and Parks Guideline D-6;

32. Schedule 3, Street Hierarchy, to the McCormick Area Secondary Plan for the City of London is amended by deleting the words “Arterial Roads/Future Rapid Transit Corridor” and replacing them with the words “Rapid Transit Boulevard”; deleting the words “Primary Collector” and “Secondary Collector” and replacing them with the words “Neighbourhood Connector”; deleting the words “Local Street” and replacing them with “Neighbourhood Street”; and aligning the streets with The London Plan streets, as indicated on “Schedule 1” attached hereto.

Schedule 1



Bill No. 99
2022

By-law No. C.P.-1512()-

A by-law to amend The London Plan for the
City of London, 2016 relating to the Old
Victoria Hospital Lands Secondary Plan.

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

1. Amendment No. ____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

**AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To delete references to 1989 Official Plan policy sections and numbers, land use designations, road classifications, and map schedules throughout the Old Victoria Hospital Lands Secondary Plan.
2. To add references to The London Plan policy chapters and numbers, place types, street classifications, and maps throughout the Old Victoria Hospital Lands Secondary Plan.
3. To correct errors and omissions identified throughout the Old Victoria Hospital Lands Secondary Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands bounded by the north sides of the Hill Street and South Street to the north, the west sides of the Wellington Street and Waterloo Street to west, Thames River to the south, and the Canadian National Railway to the east.

C. BASIS OF THE AMENDMENT

This housekeeping amendment will facilitate the transition to The London Plan and refine wording, formatting and mapping in the Old Victoria Hospital Lands Secondary Plan.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. The Old Victoria Hospital Lands Secondary Plan for the City of London is amended by renumbering all Sections (20.6.X.X) in the Table of Contents and headings throughout the Secondary Plan to appropriate numbers, as follows:

1.0 Introduction

- 1.1 Location
- 1.2 Purpose, Use and Interpretation
- 1.3 The Vision, Principles and Objectives

2.0 Community Structure

- 2.1 Introduction
- 2.2 Cultural Heritage Landmarks
- 2.3 South Street Promenade
- 2.4 “The Four Corners” and Colborne/South Streets
- 2.5 Riverfront Promenade
- 2.6 Views and Vistas, Pedestrian Connections and Potential Pedestrian Linkages

3.0 General Policies

- 3.1 Plan Goal
- 3.2 General Policies for Development
- 3.3 Bonus Policies (deleted)
- 3.4 Public Art
- 3.5 Services and Utilities
- 3.6 Transportation
- 3.7 Housing Policies

4.0 Character Area Land Use Designations

- 4.1 The Four Corners
- 4.2 Transit-Oriented Mainstreet Corridor
- 4.3 Residential Areas
 - 4.3.1 Residential Policy Area 1 – Low-Rise Residential
 - 4.3.2 Residential Policy Area 2 – Mid-Rise Residential
 - 4.3.3 Residential Policy Area 3 – High-Rise Residential
- 4.4 Open Space
 - 4.4.1 Open Space Policy Area 1 – Natural Heritage Lands
 - 4.4.2 Open Space Policy Area 2 – Park Lands

5.0 Implementation

- 5.1 Implementation of the Secondary Plan
- 5.2 Interpretation
- 5.3 Official Plan Amendments
- 5.4 Zoning
- 5.5 Plans of Subdivision/Plans of Condominium/Consents to Sever
- 5.6 Site Plan Approval
- 5.7 Required Studies
- 5.8 Guideline Documents
- 5.9 Development Phasing and Financing
- 5.10 Municipal Works
- 5.11 Land Dedication and Acquisition
- 5.12 Public Sector Agreement to Comply

6.0 Schedules

- Schedule 1: Community Structure Plan
- Schedule 2: Character Area Land Use Designation Plan

2. The Old Victoria Hospital Lands Secondary Plan is amended by reorganizing a multilevel list, where the first level uses Roman numerals (i, ii, iii, ...), the second level uses lower-case letters (a, b, c, ...), the third level uses numbers (1, 2, 3, ...), and the fourth level uses bullets (•); and renumbering the existing bullets (•) are renumbered to numbers (1, 2, 3, ...) with the exception of the bullets in Section 20.6.1.3.
3. Section 20.6.1 of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the section heading “20.6.1 Introduction”.
4. Section 20.6.1.1 of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding “s” at the end of the words “Colborne Street” in the first paragraph; and adding the word “Lands” after the word “Hospital” in the second paragraph.
5. Section 20.6.1.2 of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

1.2 Purpose, Use and Interpretation

The purpose of this Secondary Plan is to establish a more specific land use policy framework to guide the evolution of the former Old Victoria Hospital property, and adjacent lands, into a vibrant residential community which incorporates elements of sustainability, cultural and natural heritage, mixed-use development, walkability and high-quality urban design. This Secondary Plan provides a greater level of detail than the general policies of *The London Plan*, the City of London Official Plan, and is guided by the policies of the Provincial Policy Statement.

This Secondary Plan shall be used for the review of planning and development applications and constitutes London Plan policy. The Secondary Plan is further intended to be used in conjunction with other policies of *The London Plan*. In instances where the overall London Plan and Secondary Plan are inconsistent, the Secondary Plan shall prevail. The text and Schedules of the Old Victoria Hospital Lands Secondary Plan constitutes part of *The London Plan*. The Schedules form part of the Secondary Plan and have policy status whereas other maps, graphs, tables and illustrations and photographs in this Secondary Plan are provided for graphic reference, illustration and information.

6. Section 20.6.1.3 of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Old Victoria Hospital Lands Secondary Plan is based on achieving the vision and principles of the *Roadmap SoHo* CIP. That vision is quoted in Section 1.0 of this Secondary Plan. The CIP is based on achieving urban regeneration through sustainable, efficient, cost-effective development and land use patterns, the conservation of natural and cultural heritage features, and the protection of public health and safety. The Secondary Plan is also to achieve the goals and objectives of *The London Plan*.

7. Section 20.6.1.3 i) through viii) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding the words “to achieve this principle are” between “Objectives” and the colon in the sub-heading.

8. Section 20.6.1.3 i) a) and vi) e) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding a hyphen between the word “mixed” and the word “use”.

9. Section 20.6.2.5 c) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

iii) Ensure that the planning and design of adjacent private development is considered in the context of achieving the animated, activated and pedestrian-oriented amenity that is envisioned for the Riverfront Promenade;

10. Sections 20.6.3.4 – Services and Utilities, 20.6.3.5 – Transportation, and 20.6.3.6 – Housing Policies of the Old Victoria Hospital Lands Secondary Plan are amended by renumbering “20.6.3.4”, “20.6.3.5”, and “20.6.3.6” in the heading to “3.5”, “3.6”, and “3.7” respectively.

11. Section 20.6.3.4 ii) – Stormwater Management of the Old Victoria Hospital Lands Secondary Plan is deleted in its entirety and replaced with the following:

ii) Stormwater Management

a) In considering options for stormwater management, the following principles will apply:

1. Stormwater will be considered as a resource, not a waste product.
2. Stormwater management facilities or mitigation measures will be designed to provide the required stormwater quality and quantity controls, to ensure environmental and ecological integrity and to ensure functionalities are preserved and maintained.
3. Moreover, they will be designed to provide a net benefit to the environment in accordance with provincial and federal Acts.
4. Low Impact Development (LID) principles and practices will be promoted, including the use of rain gardens, green roof systems, rain barrels and permeable paving.
5. While stormwater management facilities will be designed to fulfill their functional purpose, their design shall contribute to the aesthetic components of the greenlands system and not negatively impact on natural heritage features or cultural heritage landscapes at any time in the land development process.

b) In accordance with established policies, stormwater management drainage system will be designed to the satisfaction of the City and all applicable approval agencies having jurisdiction. Where permitted, Permanent Private Systems (PPS) will provide the water quality and, in some cases, quantity control for storm-drainage. Stormwater management servicing works for the subject lands will be required to be designed to the satisfaction of the City Engineer.

c) The implementation of Stormwater Best Management Practices is encouraged by the City. The approval of these measures will be subject to the presence of adequate geotechnical conditions and land development within the Plan area, all to the satisfaction of the City Engineer.

- d) Stormwater management shall be incorporated into all parking and other hard surface development.
- e) A design of storm/drainage and stormwater management servicing works is required to be approved by the City, the Ministry of the Environment, Conservation and Parks, in consultation with the Conservation Authority and any other agency having jurisdiction, prior to site plan approval.
- f) The stormwater quality and quantity control in relation to watercourses within the Secondary Plan Area shall be identified within the Stormwater Management and Environmental Strategy and shall be approved by the City and the Conservation Authority, in consultation with any agencies having jurisdiction.
- g) A Stormwater Management Plan may include but not be limited to a conceptual stormwater management plan, an Environmental Assessment (EA), and a functional stormwater management plan, as determined by the City. Further, at the Site Plan Approval stage, any Stormwater Management Plans shall be in conformity with the City approved plan.

12. Section 20.6.3.5 iii) – Road Rights-of-Way Design of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the heading and first paragraph and replacing them with the following:

iii) Rights-of-Way Design

The design of South Street (illustrated in Figure 2), Colborne Street (illustrated in Figure 3), Waterloo Street, and Nelson Street will include:

13. Section 20.6.3.5 iv) d) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the first bullet in its entirety and replacing it with the following:

- 1. Continuous decorative paving from building face to the Upper Thames River Conservation Authority (UTRCA) regulation limit, between Waterloo Street and Colborne Street, including lay-by parking areas, pedestrian areas and vehicular areas;

14. Section 20.6.3.5 viii) c) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- c) Existing on-street angled parking, located along Colborne Street, shall be converted to on-street lay-by parking, in order to increase the landscaped boulevard area, reduce the amount of paved roadway surfaces and to promote a pedestrian-scaled streetscape.

15. Section 20.6.3.6 ii) a) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the word “meet” in the first paragraph and replacing it with the word “meets”.

16. Section 20.6.4 of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the section heading “20.6.4 Character Area Land Use Designations”; and deleting clauses a) and b) and replacing them with the following:

- a) “The Four Corners” is to form the mixed-use “heart” of the SoHo community and is to be pedestrian oriented. This area will further serve as a gateway to the Thames Valley Corridor.
- b) The Transit-Oriented Mainstreet Corridor Area designation is applied to properties in this Plan that face Wellington Street. The Transit-Oriented Mainstreet Corridor is to support the transit functions along the Wellington Corridor with intense mixed-use development. The character in this area is to be pedestrian oriented.

17. Section 20.6.4.1 ii) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the word “right-of-ways” and replacing it with the word “rights-of-way” in the first paragraph.

18. Section 20.6.4.1 iii) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding a hyphen between the word “mixed” and the word “use” in the first line of the second paragraph; and deleting clause a) in its entirety and replacing

it with the following:

- a) Small-scale office uses, including medical/dental offices;

19. Section 20.6.4.1 iv) g) and l) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- g) Building setbacks will be based on defining a pedestrian-oriented streetscape, while allowing for the preservation of existing significant trees and the planting of new trees.
- l) All new buildings will orient their main public entrance to face the higher-order street. For corner lots, buildings will be oriented to provide a primary face on both street frontages. The massing, siting and scale of buildings located adjacent to, or along the edge of the Riverfront Promenade will orient their principal elevations/entrances to the Thames Valley Corridor and be designed to reinforce an animated and pedestrian-oriented public space. “Back-of-house” activities like garbage storage, utility boxes, etc. are specifically not permitted along the Thames Valley Corridor.

20. Section 20.6.4.1 v) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the word “north west” and replacing it with the word “northwest” in the first paragraph.

21. Section 20.6.4.2 i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding the word “Lands” after the word “Hospital” in the first paragraph.

22. Section 20.6.4.2 iv) – Permitted Uses and v) – Built Form and Intensity of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by renumbering “iv)” and “v)” in the heading to “iii)” and “iv)”, respectively.

23. Section 20.6.4.2 v) g), j), n) and o) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- g) Building setbacks will be based on defining a pedestrian-oriented streetscape, while allowing for the preservation of existing significant trees and the planting of new trees.
- j) Mid-rise and high-rise buildings will be composed of three sections: a base, a middle and a top. The base of high-rise buildings will consist of a 3- to 4-storey podium facades, the middle will be stepped back (3-5m) from the edge of the podium, and the top will be distinguished architecturally from the remainder of the building while incorporating all mechanical penthouses into a design that will enhance the city skyline.
- n) Buildings located adjacent to, or at the edge of parks and open spaces will be encouraged to provide opportunities to overlook into the open space through the use of at-grade or rooftop patios, porches, plazas, etc.
- o) The massing, siting and scale of buildings located adjacent to, or along the edge of the Riverfront Promenade will orient their principal elevations/entrances to the Thames Valley Corridor and be designed to reinforce an animated and pedestrian-oriented public space. “Back-of-house” activities like garbage storage, utility boxes, etc. are specifically not permitted along the Thames Valley Corridor.

24. Section 20.6.4.3 iii) h) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding a hyphen between the word “pedestrian” and the word “oriented”.

25. Section 20.6.4.3.1 ii) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

ii) Permitted Uses

The permitted uses in the designation include single detached, semi-detached, duplex, and converted dwellings with the exception of cluster housing. Street townhouses, stacked townhouses, triplexes and fourplexes are encouraged where

appropriate. Community facilities are also permitted in the Low-Rise Residential Policy Area.

26. Section 20.6.4.3.1 iii) i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- i) The following measures shall be undertaken to ensure ease of access for the pedestrian and the enjoyment of public roads and other outdoor spaces:
 1. Public-oriented spaces and activity areas, including building entrances, terraces and porches, will be oriented toward public roads; and,
 2. Provision of a consistent level of landscaping design, incorporating such elements as appropriate paving, planting, fencing, lighting and signage.

27. Section 20.6.4.3.2 iii) d) and m) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- d) Mid-rise apartment buildings will be composed of three sections: a base, middle and a top. Each section shall be distinguished architecturally.
- m) To ensure ease of access for the pedestrian and the enjoyment of public roads and other outdoor spaces, the following measures are necessary:
 1. Public-oriented spaces and activity areas, including building entrances, terraces and porches, will be oriented toward public roads;
 2. Provision of a consistent level of landscaping design, incorporating such elements as appropriate paving, planting, fencing, lighting and signage; and,
 3. Avoiding the location of building ventilation systems in or adjacent to pedestrian areas.

28. Section 20.6.4.3.3 iii) b), d), e), i), and m) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- b) Building heights in the High-Rise Residential Policy Area shall in no cases be less than seven storeys and shall generally not exceed 12 storeys. Building heights exceeding 12 storeys may be contemplated through a site-specific Zoning By-law amendment where it can be demonstrated that there is sufficient servicing capacity and amenity space to accommodate additional dwelling units and residents, and where site-specific guidelines are developed as a part of the Zoning By-law amendment that address the impact of the additional building height on the surrounding existing and future uses as envisioned by this Secondary Plan.
- d) High-rise buildings will be composed of three sections: a base, a middle and a top. The base of high-rise buildings will consist of a 3- to 4-storey podium, the middle will be set back (3-5m) from the edge of the podium, and the top will be distinguished architecturally from the remainder of the building while incorporating all mechanical penthouses into a design that will enhance the city skyline.
- e) The middle, or shaft, portion of tall buildings shall have a floor plate which reduces the massing of such tall buildings and provides for a slender tower.
- i) The massing, siting and scale of buildings located adjacent to, or along the edge of the Riverfront Promenade will orient their principal elevations/entrances to the Thames Valley Corridor and be designed to reinforce an animated and pedestrian-oriented public space. "Back-of-house" activities such as garbage storage, utilities boxes, etc. are specifically not permitted along the Thames Valley Corridor.
- m) Notwithstanding the provisions of this Secondary Plan, development blocks having substantial frontage onto the Riverfront Promenade, maybe permitted to have a second access to parking provided:
 1. The lot contains a comprehensively designed mixed-use development;
 2. The principal access to the required service areas on the lot is from the exterior side yard;
 3. The need for a second access to parking can be demonstrated to be necessary to facilitate the development pattern, but will not interfere with, or promote unsafe traffic and pedestrian movement; and,
 4. The development pattern is otherwise consistent with the provisions of this Secondary Plan.

29. Section 20.6.4.4.2 i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding “s” at the end of the words “Maitland Street” in the final paragraph.

30. Section 20.6.4.4.2 iv) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

iv) Transportation

The Urban Park features proposed between Waterloo and Colborne Streets shall be closely integrated with the ‘Shared Street’ right-of-way (Riverfront Promenade) proposed between Waterloo and Colborne Streets, south of South Street.

31. Section 20.6.5.1 i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- i) This Secondary Plan shall be implemented in accordance with the provisions of the *Planning Act*, the Provincial Policy Statement, other applicable Provincial legislation, the provisions of *The London Plan*, and this Secondary Plan.

32. Section 20.6.5.2 i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the first paragraph and clause b) and replacing them with the following:

The objectives and policies contained in the *Old Victoria Hospital Lands Secondary Plan* are intended to assist in the achievement of the purposes of the Secondary Plan, as described in Section 1.0. It is intended that the interpretation of these policies should allow for a limited degree of flexibility according to the following provisions:

- b) Minor variations from numerical requirements in the Secondary Plan may be permitted by Council without an Official Plan amendment, provided that the general intent and objectives of the Secondary Plan and *The London Plan* are maintained.

33. Section 20.6.5.3 of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.3 Official Plan Amendments

- i) Any amendment to the text or Schedules of this Secondary Plan represents an Official Plan amendment. Furthermore, amendments to the Schedules of this Plan may require amendments to the associated maps of *The London Plan*.
- ii) Any applications to amend this Secondary Plan shall be subject to all of the applicable policies of this Secondary Plan, as well as all of the applicable policies of *The London Plan*.

34. Section 20.6.5.4 ii), iii), iv) and vi) of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- ii) Any applications for amendment to the *City of London Zoning By-law* shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.
- iii) Consideration of other land uses through a Zoning By-law amendment shall be subject to the Evaluation Criteria for Planning and Development Applications policies in the Our Tools part of *The London Plan*. The Zoning By-law may restrict the size of some uses.
- iv) The lands within the area of this Secondary Plan may be zoned with an ‘h’ holding symbol in accordance with *The London Plan*.
- vi) No development shall occur on any lands within the area zoned with an ‘h’ holding symbol until the ‘h’ holding symbol has been removed by an amendment to the by-law.

35. Section 20.6.5.5 of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.5 Plans of Subdivision/Plans of Condominium/Consents to Sever

Any applications for subdivision, condominium, minor variances or consent to sever,

shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

36. Section 20.6.5.6 of the Old Victoria Hospital Lands Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.6 Site Plan Approval

Any applications for site plan approval shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

37. Section 20.6.5.7 i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the first paragraph and the third bullet and replacing them with the following:

This Secondary Plan identifies the following studies, plans, and assessments that are required to be completed to the satisfaction of the City of London and any agency having jurisdiction, prior to the City considering a development application to be complete and prior to the approval of development applications within parts of, or the entire, Secondary Plan Area. The City shall determine on an application-by-application basis the need for their studies, plans and assessments, and when in the approvals process they may be required:

c) Stormwater Management Plan;

38. Section 20.6.5.9 i) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by adding a hyphen between the word “mixed” and the word “use”.

39. Section 20.6.5.9 vi) of the Old Victoria Hospital Lands Secondary Plan for the City of London is amended by deleting the period at the end of the sixth bullet and replacing it with a semicolon (;).

Bill No. 100
2022

By-law No. C.P.-1512()-

A by-law to amend The London Plan for the
City of London, 2016 relating to the Riverbend
South Secondary Plan.

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

1. Amendment No. _____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

**AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To delete references to 1989 Official Plan policy sections and numbers, land use designations, road classifications, and map schedules throughout the Riverbend South Secondary Plan.
2. To add references to The London Plan policy chapters and numbers, place types, street classifications, and maps throughout the Riverbend South Secondary Plan.
3. To correct errors and omissions identified throughout the Riverbend South Secondary Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located in the northwest quadrant of the City, bounded by Oxford Street to the north, Westdel Bourne to the west, the Urban Growth Boundary to the south, and Riverbend Road and the Warbler Woods Environmentally Significant Area to the east.

C. BASIS OF THE AMENDMENT

This housekeeping amendment will facilitate the transition to The London Plan and refine wording, formatting and mapping in the Riverbend South Secondary Plan.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. The Riverbend South Secondary Plan for the City of London is amended by renumbering all Sections (20.6.X.X) in the Table of Contents and headings throughout the Secondary Plan to appropriate numbers, as follows:

1.0 Introduction

- 1.1 Background
- 1.2 Purpose of the Secondary Plan
- 1.3 Vision
- 1.4 Principles of the Secondary Plan

2.0 Community Structure Plan

3.0 Land Use Designations

- 3.1 Residential
- 3.2 Commercial
- 3.3 Open Space

4.0 Other Policies

- 4.1 Natural Heritage
- 4.2 Parks and Trails Network
 - 4.2.1 Parks
 - 4.2.2 Trails
- 4.3 Transportation
 - 4.3.1 External Road Network
 - 4.3.2 Internal Road Network
 - 4.3.3 Active Transportation
 - 4.3.4 Public Transit

- 4.4 Stormwater Management
- 4.5 Noise
- 4.6 Edges and Interfaces

5.0 Urban Design

- 5.1 General Design Principles
- 5.2 Residential Guidelines
- 5.3 Circulation Guidelines
- 5.4 Parks, Open Space and Natural Heritage Guidelines
- 5.5 Gateways and Focal Points Guidelines
- 5.6 Commercial Guidelines

6.0 Implementation

- 6.1 Implementation
- 6.2 Municipal Works
- 6.3 Official Plan Amendments
- 6.4 Zoning
- 6.5 Plans of Subdivision/Plans of Condominium/Consents to Sever
- 6.6 Site Plan Approval
- 6.7 Urban Design
- 6.8 Guideline Documents
- 6.9 Development Phasing and Financing
- 6.10 Interpretation

7.0 Schedules

2. The Riverbend South Secondary Plan for the City of London is amended by reorganizing all multilevel lists, where the first level uses Roman numerals (i, ii, iii, ...), the second level uses lower-case letters (a, b, c, ...), and the third level uses numbers (1, 2, 3, ...).

3. The Riverbend South Secondary Plan for the City of London is amended by deleting all curly braces “{ }” and the word “RiverBend” throughout this Secondary Plan and replacing them with parentheses “()” and the word “Riverbend”, respectively.

4. Section 20.6.1.2 of the Riverbend South Secondary Plan for the City of London is amended by deleting the first and final paragraphs in its entirety and replacing them with the following:

[First paragraph]

The Secondary Plan forms part of *The London Plan* in accordance with the Secondary Plans part of *The London Plan*, the City of London Official Plan. It is intended to provide the rationale for the land use designations within the Riverbend South Area and to provide the associated vision, goals and policies that will allow the area to develop into a vibrant, active and healthy neighbourhood. The Secondary Plan will provide a more detailed framework, that in conjunction with *The London Plan*, will be used to review planning and development applications, including subdivision plans, site plans and zoning by-law amendments.

[Final paragraph]

The text and schedules of this Secondary Plan are to become part of the Secondary Plans part of *The London Plan* and have policy status. Other maps, photographs, charts, etc. are provided for illustrative purposes and information.

5. Section 20.6.1.4 1) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Principle 1: Creation of an Attractive, Connected and Complete Community

Riverbend South is intended to be an attractive community with a diverse range of housing and associated uses that are attractive and compatible with surrounding existing and future development.

Objectives to achieve this principle are:

- a) Provide for a range of land uses including residential, commercial, parks and open

- space, and schools.
- b) Connect the community to surrounding neighbourhoods through parks and natural areas, multi-use trails, pedestrian connections and the street network.
 - c) Provide for the extension of necessary public services and facilities to support the community.
 - d) Provide opportunities for community focal points and gateways to help create a unique community identity.
 - e) Enhance the public realm, including streetscapes, public spaces and infrastructure.
 - f) Integrate the new community with surrounding neighbourhoods.
 - g) Create and enhance views and vistas through building placement, the street pattern, location of parks and the trail system.
 - h) Identify opportunities for places and activities that foster community identity.
 - i) Encourage high quality urban design and architecture throughout the community.
 - j) Respect existing low-density uses by providing transition in height and form to promote compatibility.

6. Section 20.6.1.4 2) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

ii) Principle 2: Provide a Range of Housing Choices

Provide for a mix of housing types and designs in the community.

Objectives to achieve this principle are:

- a) Provide for a mix of housing types in the community to support a diverse range of ages, stages of life and incomes.
- b) Encourage housing developments and designs that will achieve compact residential development.
- c) Achieve an urban form that makes effective use of land, services, community facilities and related infrastructure.

7. Section 20.6.1.4 3) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

iii) Principle 3: Integration of Green Spaces and the Natural Environment

Protect and enhance significant natural heritage features and functions while sensitively integrating residential and recreational uses with the natural environment.

Objectives to achieve this principle are:

- a) Preserve and protect significant natural heritage features, specifically the Warbler Woods ESA and Hickory Wood Significant Woodland.
- b) Provide appropriate buffers to significant natural heritage features to assure their long-term viability.
- c) Integrate public parks, walking trails and multi-use trails appropriately with the natural environment to create a network of recreational and active transportation opportunities.
- d) Encourage the planting of native vegetation to enhance parks and open space areas.
- e) Plan for public parks, parkettes and linear trail systems that will enhance the surrounding neighbourhood by acting as neighbourhood focal points and providing opportunities for physical activity and social interaction.

8. Section 20.6.1.4 4) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

iv) Principle 4: Healthy Living and Active Transportation

Facilitate healthy living for all residents by encouraging active transportation, a range of recreational activities and high air and water quality standards.

Objectives to achieve this principle are:

- a) Provide a highly connected network of pedestrian and cycling routes throughout the community to encourage a range of active transportation opportunities.
- b) Give priority to pedestrian movement.
- c) Incorporate park facilities and play equipment that will promote active play and exercise.
- d) Maintain and improve air quality by planting trees and native vegetation in

- boulevards, parks, buffers and open space areas.
- e) Provide for appropriate stormwater management facilities to maintain water quality.
- f) Make use of the gas pipeline easement and setbacks along Westdel Bourne to create a landscaped, multi-use trail corridor that enhances connections to the surrounding community and creates an attractive transition zone.

9. Section 20.6.1.4 5) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

v) Principle 5: Environmental Sustainability

Promote and achieve high standards of environmental sustainability.

Objectives to achieve this principle are:

- a) Encourage the construction of Energy Star, LEED and other green standard buildings.
- b) Encourage the use of renewable and alternative energy sources where feasible.
- c) Encourage the planting of trees and native vegetation to improve air quality and enhance biodiversity.
- d) Protect species at risk and rare species.
- e) Integrate sidewalks, trails and multi-use paths between Riverbend South and surrounding communities for pedestrians, cyclists and other modes of active transportation to reduce the need for private vehicle use.
- f) Incorporate diversity of uses, density and street patterns to facilitate viable public transit.

10. Section 20.6.2 ii}, v}, vi}, xi}, xii}, xiii} and xiv} of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following, respectively:

- ii) Incorporation of a north-south Neighbourhood Connector will act as a transportation 'spine' to service the more intense residential and community facility.
- v) Medium and high density residential uses shall be located adjacent to Civic Boulevards, Urban Thoroughfares, and Neighbourhood Connectors and in close proximity to commercial and recreational uses.
- vi) Commercial uses will be located immediately adjacent to Oxford Street between Westdel Bourne and Riverbend Road to strengthen the planned Commercial designation to the north.
- xi) Opportunities for focal points, such as seating areas, public art, landscape features and building placement are encouraged at key intersections and visual terminus location.
- xii) Significant natural heritage areas and other natural features worthy of preserving as parkland will provide residents with physical and visual opportunities to enjoy nature in close proximity to where they live, work and play.
- xiii) Parks will be distributed throughout the community and will offer a range of sizes and amenities.
- xiv) Stormwater management facilities will be integrated with surrounding uses through landscape design and trail connections.

11. Section 20.6.3 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

The Riverbend South Secondary Plan has established land uses on the basis of 1989 Official Plan policies, background studies conducted for the Secondary Plan, existing surrounding uses and transportation networks, public consultation, landowner input and development intentions. Natural Heritage Features and Transportation Corridors are included in this Secondary Plan to reflect the recommendations of the Natural Heritage Study and Traffic Impact Study completed for the Riverbend South Secondary Plan.

The land use plan and street network will provide for the development of a highly connected, pedestrian-oriented community that provides a wide range of housing as well as commercial and neighbourhood facility uses. The following policies apply to

the Riverbend South Secondary Plan Area, in addition to all other applicable policies of *The London Plan*. Schedule 2 illustrates the detailed Preferred Land Use Plan which incorporates parks, schools and other uses that fall within the Neighbourhoods and other Place Types of *The London Plan*.

12. Section 20.6.3.1 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following policies:

3.1 Residential

- i) Low Density, Medium Density and High Density Residential designations will accommodate a full range of single family, cluster, townhouse and apartment dwellings.
- ii) Low Density Residential designation is primarily located in the easterly portions of the Secondary Plan area, in close proximity to the Warbler Woods ESA and Hickory Woods Significant Woodland.
- iii) Higher intensity residential designations shall be located along Westdel Bourne, Riverbend Road and newly created Neighbourhood Connectors (i.e. Upperpoint Avenue, Upperpoint Boulevard, and Upperpoint Gate) to offer transition between land uses and to provide access to commercial areas and future public transit routes.
- iv) Densities within the High Density Residential designation located immediately south of the Commercial designation shall be permitted to a maximum of 250 units/hectare subject to meeting applicable site plan and urban design guidelines, to recognize its location immediately adjacent to commercial and open space uses.
- v) Residential intensity within the Medium Density Residential designation shall decrease as the blocks progress to the south to provide a transition towards the Urban Growth Boundary.
- vi) Within the Medium Density Residential designation located between the two most southerly Neighbourhood Connectors, single detached dwellings shall also be permitted.
- vii) Transition between existing and future Low Density and High Density Residential designations shall be addressed through the provision of a landscaped corridor on Westdel Bourne and design guidelines regarding built form, transition and landscaping.
- viii) A school and park block shall be centrally located within the residential community to facilitate active transportation from within the neighbourhood, as well as convenient access to Neighbourhood Connectors for students from outside of the neighbourhood.

13. Section 20.6.3.2 i), iv) and v) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following, respectively:

- i) The Commercial designation will provide a range of retail and service opportunities to meet the regular shopping needs of local and surrounding residents. Permitted uses within this area will be consistent with those permitted in the Shopping Area Place Type of *The London Plan*. In addition, residential units above commercial and office uses will also be permitted to foster live-work opportunities.
- iv) Larger format commercial uses are encouraged to locate along Civic Boulevards and Urban Thoroughfares.
- v) Future site plans for the Commercial designation will incorporate a safe and visible pedestrian linkage that will connect to the stormwater management pond and adjacent park to facilitate direct pedestrian and cycling connections to the Riverbend South community.

14. Section 20.6.4.1 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

4.1 Natural Heritage

The Natural Heritage chapter of *The London Plan* contains the City's natural heritage system policies. In accordance with those policies, a Natural Heritage Study and an Environmental Impact Study (EIS), including an Environmental Management Plan,

were completed by AECOM (July 2014) as part of this Secondary Plan process. Recommendations of that study (or any subsequent updates and modifications) are to be implemented through the following special policies:

i) Protection of Significant Natural Features

- a) Federally recognized features and species found within the Secondary Plan area that are protected under the Species at Risk Act are the American Chestnut, butternut, Monarch butterfly and stopovers for migrant bird species. These species and features shall be protected through retention and preservation of the Warbler Woods ESA and the Hickory Woods Significant Woodland. The Plan area does not contain significant habitat for the Monarch, however, restoration and enhancement recommendations for milkweed habitat within buffer areas will enhance and increase habitat within the area for this species.
- b) Buffers within the lands immediately adjacent to the western boundary of the Warbler Woods ESA shall range from 18 to 28 metres from the surveyed drip-line.
- c) Buffers within the lands immediately adjacent to the Hickory Woods Significant Woodland shall range from 10 to 15 metres.
- d) The buffers shall be established as "no-development" areas with the exception of multi-use trails as indicated in the EIS and passive recreational trails along Warbler Woods ESA and Hickory Woods Significant Woodland. Buffer zones should be managed in accordance with Section 5 of the EIS.
- e) Restoration measures, including the enhancement of an existing ephemeral pond, meadow creation, native plantings, removal of invasive species and removal and pruning of dead and almost dead red and white pines, shall be undertaken in accordance with detailed recommendations contained within Section 5 of the Riverbend South EIS or any subsequent modifications and updates.

ii) Enhancement, Mitigation and Monitoring

- a) A green space corridor should be established between Warbler Woods ESA and Hickory Woods Significant Woodland as delineated on Schedule 3. The green space corridor should be planted with native trees, shrubs and forbs in accordance with the City of London's "Guide to Plant Selection for Natural heritage Areas and Buffers" (1994).
- b) Additional opportunities for habitat enhancement include the following:
 1. Butterfly habitat creation / enhancement within the stormwater management block;
 2. Invasive shrub removal in Hickory Woods Significant Woodland;
 3. Native tree and shrub planting along the western, northern and eastern sides of the isolated tree patch within the northerly park block;
 4. Native tree and shrub plantings within multi-use trail areas. These enhancement measures should be detailed as part of any future landscape and park plans associated with future development applications. Additional guidance for these enhancement opportunities is provided in the Riverbend South Environmental Impact Study.
- c) Construction Mitigation Plans shall be developed prior to the issuance of contract drawings, to include the mitigation measures detailed in the Riverbend South EIS. These measures shall be included in contract drawings for site development.
- d) An Environmental Monitoring Program should be developed as a condition of subdivision or site plan approval to monitor the success of the implementation of protection and mitigation measures of the Environmental Management Plan. The programs should include buffer zone monitoring, vegetation monitoring, wildlife monitoring and identified corrective measures for negative impacts or failures. The Monitoring Program shall be consistent with the recommendations found in the Riverbend South Environmental Impact Study.

15. Section 20.6.4.2 of the Riverbend South Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Riverbend South Secondary Plan places an emphasis on the provision and

integration of parks, open space and trails to create community identity and to facilitate healthy, active living. Through the provision of neighbourhood parks, recreational corridors and natural areas as illustrated on Schedule 3, residents will have access to active and passive recreational opportunities, social interaction and nature. In addition to the policies contained in the Parks and Recreation chapter of *The London plan*, the following additional policies apply:

16. Section 20.6.4.2 1 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

4.2.1 Parks

- i) The non-significant woodlot located in the north-central area of the Secondary Plan Area will be retained as a neighbourhood park. Full frontage to this woodlot will be provided along its southerly limit adjacent to Upperpoint Boulevard to create a significant visual feature for the community. The creation of a look-out feature at the top of the hill is strongly encouraged to take advantage of views available from this park.
- ii) A small neighbourhood park at the junction of Riverbend Road and Upperpoint Boulevard will provide a linkage and views to the west side of Hickory Woods Significant Woodland. This park should be considered for a unique entrance feature, playground equipment and trail connections to Hickory Woods Significant Woodland.
- iii) A neighbourhood park at the south end of Riverbend South will provide street frontage on the east and west boundaries to create views through it and to enhance pedestrian connectivity to the east. This park would be an ideal location for 'vita parcours' facilities.
- iv) A larger neighbourhood park, approximately 1.2 hectares in size, is to be integrated with a proposed public elementary school. This combined park and school site is intended to become the prime community node for active play, mini-sports fields, parks and recreation programming, social interaction and community connectivity. It will include a multi-use trail and provide frontage to both abutting streets.
- v) A recreational and ecological corridor park will be created between Hickory Woods Significant Woodland and the Warbler Woods ESA. This park is to be naturalized in accordance with recommendations contained in the Environmental Impact Study and will also contain the extension of the Thames Valley Parkway multi-use trail. A required road crossing will be as narrow as possible with native plantings in the boulevard and adjacent to Hickory Woods Significant Woodland.

17. Section 20.6.4.2 2 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

4.2.2 Trails

- i) The Thames Valley parkway will be extended through the entire Riverbend South Secondary Plan Area in a north to south direction as shown on Schedule 3 It will be a minimum of 15 metres wide and will include a 3 metre asphalt trail with enhanced landscaping as well as opportunities for benches and rest areas.
- ii) A trail connection extending from Westdel Bourne, through the south perimeter of the stormwater management facility, across the front of the woodland park and within the north boulevard of Upperpoint Boulevard will be constructed to create a connection from Westdel Bourne to Hickory Woods Significant Woodland.
- iii) Additional multi-use and pedestrian trail connections are also identified on Schedule 3 and will be designed and constructed as development occurs in the Secondary Plan area.
- iv) The installation of unique signs, public art, interpretive signage and similar elements is strongly encouraged in parks, open spaces and trails to create community identity and enhance way finding.
- v) Multi-use trails will not be permitted in the buffer areas of the Warbler Woods ESA, south of the ecological / recreational corridor connection. Pedestrian and hiking trails will be permitted within the buffer area.

18. Section 20.6.4.3 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

4.3 Transportation

Proposed streets within the Plan consist of Neighbourhood Connectors and Neighbourhood Streets that establish the community structure, provide connections to the existing Civic Boulevard, Urban Thoroughfare, Neighbourhood Connector and Neighbourhood Street network, and provide new connections to adjacent lands. Active transportation is also a strong element of the Secondary Plan area and will be supported during the design of streets, trails and multi-use corridors. Street development will be consistent with the recommendations of the Traffic Impact Study prepared for this Secondary Plan (Paradigm Transportation Solutions, July 2014) and in accordance with the following policies as well as applicable urban design policies in Section 5.0 of this plan.

19. Section 20.6.4.3 1 of the Riverbend South Secondary Plan for the City of London is amended by deleting the heading and clause i) in its entirety and replacing them with the following:

4.3.1 External Road Network

- i) Three Neighbourhood Connector intersections to Westdel Bourne will be provided as generally illustrated on Schedule 4 to this Plan. At the time of engineering design, a detailed review of the Westdel Bourne roadway profile will be conducted to evaluate vertical profile and feasibility of modifying the profile to improve decision sight distances.

20. Section 20.6.4.3 2 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

4.3.2 Internal Road Network

- i) A Neighbourhood Connector extending south from Upperpoint Boulevard with connections to Westdel Bourne will provide structure to the Secondary Plan area, and provide connections to the entire community.
- ii) A Neighbourhood Street connection will be provided to the existing Warbler Woods Walk. Where the street bisects a planned ecological / recreational corridor between Hickory Woods Significant Woodland and the Warbler Woods ESA, alternative design standards will be considered with respect to road width, utility placement, sidewalk location and boulevard landscaping in order to minimize the amount of hard surface and maximize opportunities for native plantings and landscaping.
- iii) Neighbourhood Street patterns within the Secondary Plan will be primarily grid oriented to facilitate connectivity for pedestrians and cyclists. Where possible, they should also be oriented east-west to maintain topography and maximize opportunities for solar access.
- iv) Neighbourhood Connectors may contain roundabout and other traffic calming options for traffic management and focal points.
- v) Single family residential driveway accesses to the Neighbourhood Connector network should be minimized as much as possible to reduce potential traffic conflicts.
- vi) Alternative development standards for the street network will be permitted. Neighbourhood Streets will be permitted to have an 18 m right-of-way and Neighbourhood Connectors will be permitted to have a 20 m right-of-way, where appropriate, to help slow down traffic and provide more intimate streetscapes.
- vii) Long stretches of on-street parking shall be broken up with landscaped 'bump-outs'.
- viii) The layout of the school site shall be designed to safely accommodate the traffic related to the school's operation, such as staff parking, bus parking / lay-by areas, and drop-off areas to minimize vehicular congestion related to the school's operation.

21. Section 20.6.4.3 3 of the Riverbend South Secondary Plan for the City of London is amended by deleting the heading and clause i) in its entirety and replacing them with the following:

4.3.3 Active Transportation

- i) Sidewalks will be provided along one or both sides of all streets in the Riverbend

South Planning Area. Along the north side of Upperpoint Boulevard, this sidewalk is encouraged to take the form of a winding multi-use trail within the boulevard and along the perimeter of the stormwater management pond and woodland park.

22. Section 20.6.4.3 4 of the Riverbend South Secondary Plan for the City of London is amended by deleting the heading “4. Public Transit” and replacing it with a new heading “4.3.4 Public Transit”.

23. Section 20.6.4.5 of the Riverbend South Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

The Riverbend Secondary Plan Area is located adjacent to an Urban Thoroughfare (Oxford Street West) and a Civic Boulevard (Westdel Bourne). As such, new development may be subject to traffic noise. Any residential development adjacent to these streets will be required to undergo noise assessment in accordance with the policies of *The London Plan*. In addition, the following policies shall apply:

24. Section 20.6.4.6 iii} and iv} of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- iii) Within the High Density Residential designation at the southeast corner of Westdel Bourne and Upperpoint Boulevard, building design and placement shall provide a transition from Westdel Bourne eastwards. This may be accomplished through the use of podium buildings, townhouse 'bases' fronting apartment buildings, building height and massing, landscaping and other means at the site plan and architectural design stage.
- iv) Shadow studies will be conducted for any apartment buildings within the High Density Residential designation adjacent to Westdel Bourne to ensure that there is no undue impact on access to sunlight for existing residential uses west of Westdel Bourne.

25. Section 20.6.5 1) of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

5.1 General Design Principles

- i) Significant natural heritage features (Warbler Woods ESA and Hickory Woods Significant Woodland) will be preserved, protected and appropriately integrated with the overall design of Riverbend South area.
- ii) Consideration and integration of the existing surrounding context will be undertaken through attention to site and building design, pedestrian and vehicle connections and natural heritage components.
- iii) The rolling topography and views that exist in Riverbend South area should be preserved and highlighted as much as possible.
- iv) Landscaped streets and trails, linear parks and innovative 'edge' treatments are encouraged to create green connections and transition areas between existing development, new development and natural areas.
- v) Gateways and focal points should emphasize the unique physical attributes of Riverbend South area and create an identifiable sense of place.

26. Section 20.6.5 2) of the Riverbend South Secondary Plan for the City of London is amended by deleting the section heading “2) RESIDENTIAL GUIDELINES” and replacing it with a new heading “5.2 Residential Guidelines”.

27. Section 20.6.5 3) of the Riverbend South Secondary Plan for the City of London is amended by deleting the section heading “3) CIRCULATION GUIDELINES” and clauses i), ii}, and vii} and replacing them with the following, respectively:

5.3 Circulation Guidelines

- i) Reduced road rights-of-way and pavement widths on Neighbourhood Connectors and Neighbourhood Streets are encouraged to create a more intimate streetscape, slow traffic and make efficient use of land.
- ii) Driveway accesses to Neighbourhood Connectors should be limited and paired as much as possible to minimize traffic conflicts and create a more continuous

pedestrian environment.

- vii) The proposed multi-use trail in the east right-of-way of Westdel Bourne should integrate landscaping, trees and other natural materials so as to provide visual screening and amenity and an attractive north-south pedestrian/cycling route.

28. Section 20.6.5 4) of the Riverbend South Secondary Plan for the City of London is amended by deleting the section heading “4) PARKS, OPEN SPACE AND NATURAL HERITAGE GUIDELINES” and replacing it with a new heading “5.4 Parks, Open Space and Natural Heritage Guidelines”.

29. Section 20.6.5 5) of the Riverbend South Secondary Plan for the City of London is amended by deleting the section heading “5) GATEWAYS AND FOCAL POINTS GUIDELINES” and replacing it with a new heading “5.5 Gateways and Focal Points Guidelines”; and deleting clauses iv) and vi) and replacing them with the following, respectively:

- iv) Maintain or create views where possible through alignment of Neighbourhood Connectors and Neighbourhood Streets, location of parks and siting of buildings.
- vi) Landscaped centre medians are encouraged at the Neighbourhood Connector entrances from Oxford Street and Westdel Bourne.

30. Section 20.6.5 6) of the Riverbend South Secondary Plan for the City of London is amended by deleting the section heading “6) COMMERCIAL GUIDELINES” and replacing it with a new heading “5.6 Commercial Guidelines”.

31. Section 20.6.6.3 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

6.3 Official Plan Amendments

- i) Any amendment to the text or Schedules of this Secondary Plan represents an Official Plan Amendment. Furthermore, amendments to the Schedules of this Plan may require amendments to the associated maps of *The London Plan*.
- ii) Any applications to amend this Secondary Plan shall be subject to all of the applicable policies of this Secondary Plan, as well as all of the applicable policies of *The London Plan*.
- iii) Updates to this Secondary Plan are to reflect applicable changes by *The London Plan*, Provincial Policy Statement, Planning Act and Regulations, as required.

32. Section 20.6.6.4 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

6.4 Zoning

- i) Any applications for amendment to the City of London Zoning By-law shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.
- ii) Consideration of other land uses through a Zoning By-law amendment shall be subject to all of the applicable policies of this Secondary Plan, as well as all of the applicable policies of *The London Plan*.

33. Section 20.6.6.5 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

6.5 Plans of Subdivision/Plans of Condominium/Consent to Sever

Any applications for subdivision, condominium, or consent to sever shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

34. Section 20.6.6.6 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

6.6 Site Plan Approval

Any application for site plan approval shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

35. Sections 20.6.6.7 of the Riverbend South Secondary Plan for the City of London is

deleted in its entirety and replaced with the following:

6.7 Urban Design

All development within the Riverbend South Secondary Plan boundaries shall be subject to the urban design policies contained in this Plan, in addition to applicable policies in *The London Plan*.

36. Sections 20.6.6.10 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

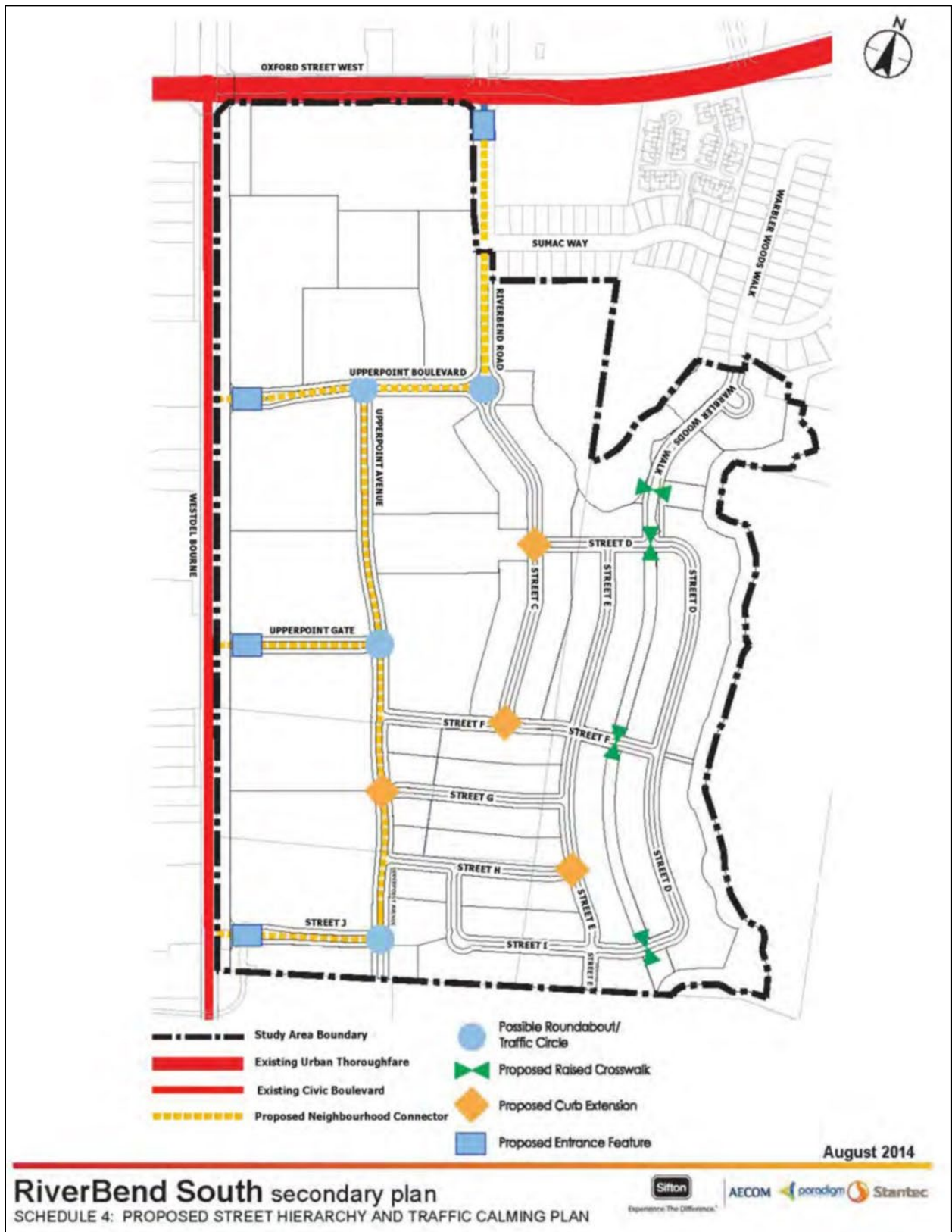
The How To Use The London Plan section of *The London Plan* shall apply to this Secondary Plan.

37. Section 20.6.8 of the Riverbend South Secondary Plan for the City of London is deleted in its entirety.

38. Schedule 2, Preferred Land Use Plan, to the Riverbend South Secondary Plan for the City of London is amended by deleting the words “Community Commercial Node” in the legend and replacing them with the words “Commercial”, as indicated on “Schedule 1” attached hereto.

39. Schedule 4, Street Hierarchy and Traffic Calming Plan, to the Riverbend South Secondary Plan for the City of London is amended by deleting the words “Existing Arterial Road”, “Existing Primary Collector”, “Proposed Primary Collector”, and “Proposed Secondary Collector” and replacing them with applicable London Plan street classifications; and deleting the words “Street A”, “Street B”, and “Street K” and replacing them with the words “Upperpoint Boulevard”, “Upperpoint Avenue”, and “Upperpoint Gate”, respectively, as indicated on “Schedule 2” attached hereto.





Bill No. 101
2022

By-law No. C.P.-1512()-

A by-law to amend The London Plan for the City of London, 2016 relating to the Old East Village Dundas Street Corridor Secondary Plan.

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

1. Amendment No. ___ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

**AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To delete references to 1989 Official Plan policy sections and numbers, land use designations, road classifications, and map schedules throughout the Old East Village Dundas Street Corridor Secondary Plan.
2. To add references to The London Plan policy chapters and numbers, place types, street classifications, and maps throughout the Old East Village Dundas Corridor Secondary Plan.
3. To correct errors and omissions identified throughout the Old East Village Dundas Corridor Secondary Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to the Old East Village Dundas Street Corridor Secondary Plan area, which is the general area along Dundas Street between Colborne Street and Burbrook Place, and King Street between Colborne Street and Ontario Street.

C. BASIS OF THE AMENDMENT

This housekeeping amendment will facilitate the transition to The London Plan and refine wording, formatting and mapping in the Old East Village Dundas Street Corridor Secondary Plan.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. The Old East Village Dundas Street Corridor Secondary Plan for the City of London is amended by reorganizing a multilevel list, where the first level uses Roman numerals (i, ii, iii, ...), the second level uses lower-case letters (a, b, c, ...), the third level uses numbers (1, 2, 3, ...), and the fourth level uses bullets (•); and renumbering the existing bullets (•) to either letters (a, b, c, ...) or numbers (1, 2, 3, ...), as appropriate.

2. Section 1.3 of the Old East Village Dundas Street Corridor Secondary Plan for the City of London is amended by deleting the second paragraph in its entirety and replacing it with the following:

The policies of this Secondary Plan provide a greater level of detail than the general policies of *The London Plan*, the City of London Official Plan. Where the policies of *The London Plan* provide sufficient guidance to implement the vision of this Secondary Plan, these policies are not duplicated. As such, the policies of this Secondary Plan should be used in conjunction with the policies of *The London Plan* and other applicable policy documents. If an instance arises where *The London Plan* and the *Old East Village Dundas Street Corridor Secondary Plan* appear to be inconsistent, consideration shall be given to the additional specificity of the Secondary Plan, and the Secondary Plan shall prevail.

3. Sections 2.2 and 2.3 of the Old East Village Dundas Street Corridor Secondary Plan for the City of London are amended by deleting the words “Rapid Transit” in the second paragraph and replacing them with the word “Urban”.

4. Section 3.1 of the Old East Village Dundas Street Corridor Secondary Plan for the City of London is amended by deleting the second paragraph in its entirety and replacing it

with the following:

The policies of this Secondary Plan generally provide a greater level of detail than the general policies of *The London Plan*. Where the policies of *The London Plan* provided sufficient guidance to implement the vision of this Secondary Plan, these policies were not repeated. As such, the policies of this Secondary Plan should be read in conjuncture with *The London Plan*. In instances where the overall policies of *The London Plan* and the *Old East Village Dundas Street Corridor Secondary Plan* are inconsistent, the Secondary Plan shall prevail.

5. Section 3.9 d) of the Old East Village Dundas Street Corridor Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- iv) Subject to the other policies of this Secondary Plan and *The London Plan*, infill and intensification in a variety of forms, including secondary dwelling units, will be supported to increase the supply of housing in areas where infrastructure, transit, and other public services are available and accessible;

Bill No. 102
2022

By-law No. C.P.-1512()-

A by-law to amend The London Plan for the City of London, 2016 relating to the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan.

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

1. Amendment No.____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c.P.13.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

**AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To delete references to 1989 Official Plan policy sections and numbers, land use designations, road classifications, and map schedules throughout the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan.
2. To add references to The London Plan policy chapters and numbers, place types, street classifications, and maps throughout the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan.
3. To correct errors and omissions identified throughout the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands bounded by the south edge of the Western University lands to the north, Platt's Lane to the west, the Canadian Pacific Rail tracks to the south, and the Thames River to the north and east.

C. BASIS OF THE AMENDMENT

This housekeeping amendment will facilitate the transition to The London Plan and refine wording, formatting and mapping in the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. The Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by renumbering all Sections (20.9.X.X) in the Table of Contents and headings throughout the Secondary Plan to appropriate numbers, as follows:

1.0 Introduction

- 1.1 This Plan's Role
- 1.2 Structure
- 1.3 Plan Area
- 1.4 Vision
- 1.5 Principles of the Secondary Plan

2.0 General Policies

- 2.1 Intensification
- 2.2 Lot Consolidation
- 2.3 Form
- 2.4 Priority Sites
- 2.5 Parking
- 2.6 Urban Design
- 2.7 Noise and Vibration

3.0 Area 1 – Central Neighbourhood Node

4.0 Area 2 – Civic Corridor

- 4.1 Transition

5.0 Area 3 – Heritage Corridor

6.0 Area 4 – Neighbourhood Area

- 6.1 Limited Intensification
- 6.2 Preservation
- 6.3 Redevelopment
- 6.4 Intensification

7.0 Area 5 – Parks and Open Space

8.0 Implementation

- 8.1 Official Plan Amendments
- 8.2 Zoning
- 8.3 Plans of Subdivision/Plans of Condominium/Consents to Sever
- 8.4 Site Plan Approval
- 8.5 Guidelines Documents
- 8.6 Amendments to the Areas Delineated in this Plan
- 8.7 Phasing, financing and Monitoring

9.0 Schedules

2. The Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by organizing a multilevel list, where the first level uses Roman numerals (i, ii, iii, ...), the second level uses lower-case letters (a, b, c, ...), the third level uses numbers (1, 2, 3, ...), and the fourth level uses bullets (•). The existing bullets (•) are renumbered to either letters (a, b, c, ...) or numbers (1, 2, 3, ...), as appropriate.

3. Section 20.9.1 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the section heading “20.9.1 Introduction”.

4. Section 20.9.1.1 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

1.1 This Plan’s Role

As a secondary planning document, this plan provides more specific guidance regarding the uses, intensity and form for the Beaufort/Irwin/Gunn/Saunby (BIGS) neighbourhood. Where the requirements of this Secondary Plan differ from those set out in the policies of *The London Plan*, the City of London Official Plan, the policies of this Plan shall take precedence. Where no policy in this plan is in place to address or alter a policy of *The London Plan*, the respective policy of *The London Plan* shall apply to the BIGS Secondary Plan Area.

5. Sections 20.9.1.2 and 20.9.1.3 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London are amended by deleting the word “Map” and replacing it with the word “Schedule”.

6. Section 20.9.1.3 i) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the words “major arterial road” and replacing them with the words “Civic Boulevard”.

7. Section 20.9.1.3 iii) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the second and final paragraphs and replacing them with the following:

[Second paragraph]

Originally part of a reserve set aside at the Forks by Lieutenant Governor Simcoe, the area developed slowly, attributed to the swampland and frequency of floods. Original holdings were subdivided to provide building lots for market farmers and workers who worked in London proper. The impact of this development pattern on built heritage is that there were fewer “palatial” type homes that would be retained over the years. An exception is the Grosvenor Lodge and Coach House, the central existing historic feature in the neighbourhood. This building and the majority of the Secondary Plan Area were first developed by Samuel Peters as a farmstead.¹

[Final paragraph]

In recent years the major influence in the area has become Western University. Within the past 20 years the area has seen growing pressure to develop housing for University students. The Essex Street Area Study (1996) examined much of the BIGS area and determined that intensification, particularly conversions to student-oriented units was occurring in the area. The housing in the BIGS Secondary Plan Area has continued to change from single family to single family rental conversions and more recently to new purpose-built rental housing.

8. Section 20.9.1.5 i) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Principle 1: Promote Appropriate Intensification and Redevelopment

Ensure a complete community that functions as a neighbourhood with access to a variety of amenities.

Objectives to achieve this principle are:

- a) Provide a variety of housing opportunities that accommodate both long-term and short-term residents of all ages and incomes.
- b) Promote mixed-use and higher density development along Wharncliffe Road North and Western Road corridor within the neighbourhood providing neighbourhood-scale commercial services to residents.
- c) Foster opportunities to connect pedestrian and cycling routes to public transit networks.
- d) Create an open space network within the neighbourhood that ties the community together and to the Thames River and Gibbons Park.
- e) Enhance connections to the Downtown, Western University and other surrounding neighbourhoods.

9. Section 20.9.1.5 ii) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the heading, the sub-heading and the first paragraph and replacing them with the following:

ii) Principle 2: Enhance Character and Identity

Enhance the existing character and identity of the neighbourhood through new development.

Objectives to achieve this principle are:

10. Section 20.9.1.5 iii) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

iii) Principle 3: Support Sustainability & Healthy Lifestyles

Support sustainability and healthy lifestyles by fostering the development of a walkable community that protects the environmental integrity of the neighbourhood.

Objectives to achieve this principle are:

- a) Promote appropriate intensification that supports transit-oriented development.
- b) Encourage walking and cycling within and through the neighbourhood.
- c) Preserve and support the environmental integrity of the Thames River and surrounding features.
- d) Advance sustainable neighbourhood practices.

11. Section 20.9.1.5 iv) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the heading, the sub-heading and the first paragraph and replacing them with the following:

iv) Principle 4: A Great Near Campus Neighbourhood

Encourage intensification and the more efficient use of land, infrastructure/services and transportation systems close to Western University. Connect to the University and the educational community by acknowledging students and residents as part of a shared community.

Objectives to achieve this principle are:

12. Section 20.9.2.1 i) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Near-Campus Neighbourhoods

The Near Campus Neighbourhood policies of *The London Plan* apply to all Near-Campus Neighbourhoods, including the BIGS Neighbourhood Secondary Plan Area. These policies outline a vision and land use planning goals for the Near-Campus Neighbourhoods as well as policies to encourage appropriate intensification and direct preferred intensification to appropriate locations.

13. Section 20.9.2.2 i) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Be in accordance with the policies on amendments to Areas in Section 8.6;

14. Section 20.9.2.4 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

There are two primary gateways to the BIGS Secondary Plan Area.

- Southeast corner of the intersection of Western Road at Platt's Lane.
- The railway bridge crossing of Wharncliffe Road North.

15. Section 20.9.2.4 v) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Intersection of Western Road at Platt's Lane

- a) The site on the south corner of the intersection should be treated as a priority based on its visual prominence as a view terminus when approaching from the north on Western Road.
- b) Future built form should address the intersection of Western Road and Platt's Lane, and frame the streetscape along Western Road to the Grosvenor Lodge site.
- c) Landscape treatment should emphasize the transition to the Heritage Corridor at the Grosvenor Lodge site.

16. Section 20.9.2.4 vi) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

ii) The Railway Bridge Crossing of Wharncliffe Road North

- a) The design of the bridge should include elements that reference the heritage character of the neighbourhood and important history of the rail bridge.
- b) The underpass should place a priority on the comfort of cyclists and pedestrians, including wide sidewalks and attractive physical buffers.
- c) Planter beds and enhanced landscaping are to be incorporated around the rail bridge to add interest and create an attractive pedestrian environment.
- d) Design of the underpass should highlight the entrance into the neighbourhood.

17. Section 20.9.2.6 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

The urban environment involves physical elements, including location and size of streets, blocks, open spaces and built form. It also involves developing the design details of streets, buildings and parks to express and enhance the character of the place. Urban design can enhance the quality of the public realm, natural environment and define community identity, sense of pride and sense of place. The following urban design policies promote appropriate urban design within the neighbourhood and will

be applied in addition to the City Design chapter of *The London Plan*.

18. Section 20.9.2.7 i) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- i) Development proposals within 120m of the rail line will be circulated to the Ministry of the Environment, Conservation and Parks, Canadian Pacific, the public, and any other applicable agency to identify appropriate attenuation measures, if any.

19. Section 20.9.2.7 iii) a) and c) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- a) Ontario Ministry of the Environment, Conservation and Parks Environmental Noise Guideline NPC-300: Stationary and Transportation Sources – Approval and Planning;
- c) City of London Sound By-law PW-12.

20. Section 20.9.2.7 iv) d) and e) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- d) Upgrading façade materials and construction techniques; and,
- e) Implementing vibration isolation, ventilation, and/or dust suppressants.

21. Section 20.9.3 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the section heading “20.9.3 Area 1 – Central Neighbourhood Node” in its entirety; and deleting the word “Map” and replacing it with “Schedule”.

22. Section 20.9.3 ii) a) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the third bullet in its entirety and replacing it with the following:

- 3. Public art may be used as a focal point within the Neighbourhood Square.

23. Section 20.9.3 iii) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the first paragraph and replacing it with the following:

This area will permit:

- a) Apartment buildings with commercial at grade; and,
- b) Apartment buildings.

24. Section 20.9.3 v) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by adding a hyphen between the word “mixed” and the word “use” in clauses b) and c), and adding a period at the end of clause e).

25. Section 20.9.4 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the section heading “20.9.4 Area 2 – Civic Corridor” in its entirety; and deleting the first paragraph in its entirety and replacing with the following:

The Civic Corridor consists of the Wharncliffe Road North frontage from the Canadian Pacific tracks to the southern limit of Grosvenor Lodge, excluding the Central Neighbourhood Node at the intersection of Wharncliffe Road/Western Road and Essex Street, are as indicated on Schedule 1.

26. Section 20.9.4 iv) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

iv) Intensity

Within this area the buildings are to be between 2 and 4 storeys and no more than 6 storeys with bonusing (unless otherwise specified in Section 4.1: Civic Corridor – Transition).

27. Section 20.9.4.1 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the first paragraph in its entirety and replacing it with the following:

For the properties on Essex Street and Wharncliffe Road North within the Civic Corridor outlined on Schedule 1 as Civic Corridor – Transition the following policies apply in addition to the policies of Section 4.0.

28. Section 20.9.5 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the section heading “20.9.5 Area 3 – Heritage Corridor” in its entirety; and deleting the word “Map” and replacing it with “Schedule”.

29. Section 20.9.5 i) a) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the second and third paragraphs in its entirety and replacing them with the following:

1. To ensure that the setting of Grosvenor Lodge is maintained, the following policies apply:
 - Placement of buildings and plantings should maintain the campus-like setting around and adjacent to Grosvenor Lodge.
 - Driveway access shall be restricted to the existing access.
2. In order to maintain the cultural heritage landscape associated with Grosvenor Lodge:
 - Utilities located within and/or adjacent to Grosvenor Lodge shall be placed below-grade so as not to interfere with the cultural heritage landscape.
 - On parcels adjacent to Grosvenor Lodge, the preservation of the heritage character of Grosvenor Lodge shall be maintained.
 - New development on parcels adjacent to Grosvenor Lodge shall require a Heritage Impact Assessment which includes design elements that maintain and protect the heritage character of Grosvenor Lodge.
 - On-site surface or structured parking is not permitted between the building line of Grosvenor Lodge and Western Road within the Heritage Corridor.
 - Built form adjacent to Grosvenor Lodge shall be designed to be compatible with the character of the cultural heritage landscape and address matters including articulation, massing, landscaping and materials.
 - New construction on parcels adjacent to Grosvenor Lodge should be compatible with, but visually distinguishable from the heritage resource. Grosvenor Lodge must be identifiable as a landmark, with new construction distinguishable as secondary.
 - New development should incorporate materials and finishes that are consistent with the existing building materials. Colours and materials should be selected that enhance or complement the historic buildings.
 - Salvaged building materials in landscaping, public art and/or new building construction are encouraged should any existing structures be demolished.
 - Municipal Works contemplated for the area should minimize disruption to the Grosvenor Lodge site.

30. Section 20.9.6 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the section heading “20.9.6 Area 4 – Neighbourhood Area” in its entirety; and deleting the word “Map” and replacing it with “Schedule”.

31. Sections 20.9.6.1, 20.9.6.2, 20.9.6.3, and 20.9.6.4 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London are amended by deleting the word “Map” and replacing it with the word “Schedule”.

32. Section 20.9.6.3 i) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

i) Uses

This portion of the Neighbourhood Area will permit the following uses:

- a) Street townhouses up to 3 storeys in height.
- b) A single 6-storey apartment at the corner of Platt's Lane and Western Road may be permitted.

33. Section 20.9.7 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting the section heading "20.9.7 Parks and Open Space" in its entirety; and deleting the first paragraph in its entirety and replacing it with the following:

Parks and Open Space are indicated on Schedule 1 and consist of the following:

- a) All of the river adjacent lands in public ownership;
- b) The foundation of Saunby's Mill; and,
- c) The wetland at the west end of McDonald Ave adjacent to the CPR tracks.

34. Section 20.9.7 ii) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

ii) Character

The Parks and Open Space designation is intended to provide passive and active recreational opportunities to the residents in the surrounding neighbourhood to support a healthy, active lifestyle and encourage community congregation.

35. Section 20.9.8 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting this section, including its heading "20.9.8 Implementation", in its entirety and replacing it with the following:

The BIGS Neighbourhood Secondary Plan will be implemented by ensuring that all planning and development applications are consistent with the policies of this Plan.

36. Section 20.9.8.1 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

8.1 Official Plan Amendments

- i) Any amendment to the text or Schedules of this Secondary Plan constitutes an Official Plan amendment. Furthermore, amendments to the Schedules of this Plan may require amendments to the associated maps of *The London Plan*, the City of London Official Plan.
- ii) Any applications to amend this Secondary Plan shall be subject to all of the applicable policies of this Secondary Plan, as well as all of the applicable policies of *The London Plan*.

37. Section 20.9.8.2 i), ii) and iv) of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

- i) Any applications for amendment to the City of London Zoning By-law shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.
- ii) In addition to the policies of the Secondary Plan, consideration of other land uses through a Zoning Bylaw amendment shall be subject to the Evaluation Criteria for Planning and Development Applications policies in the Our Tools part of *The London Plan*. Zoning on individual sites would normally not allow for the full range of permitted uses.
- iv) The lands within the area of this Secondary Plan may be zoned with the appropriate holding provision in accordance with *The London Plan* to achieve objectives set out within this secondary plan.

38. Section 20.9.8.3 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

8.3 Plans of Subdivision/Plans of Condominium/ Consents to Sever

Any applications for subdivision, condominium, or consent to sever, shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

39. Section 20.9.8.4 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

8.4 Site Plan Approval

Any applications for site plan approval shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

40. Section 20.9.8.6 of the Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is deleted in its entirety and replaced with the following:

8.6 Amendments to the Areas Delineated in this Plan

- i) A demonstrated need for the expansion, addition or modification of a designation, given the context of both the site and surrounding area.
- ii) Area boundaries shall not be permitted to change to a degree which undermines the intended function of the designated areas.
- iii) The expansion of boundaries shall not have a negative impact on adjacent or nearby properties, including the heritage characteristics of Grosvenor Lodge and the Neighbourhood Area as an area of continued residential use.

41. The Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan for the City of London is amended by deleting Schedule 1 at the end of each Section and adding Schedule 1 into a new section, thereby creating Section 9.0.

Bill No. 103
2022

By-law No. C.P.-1512()-

A by-law to amend The London Plan for the
City of London, 2016 relating to 3207 Woodhull
Road.

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

1. Amendment No. ___ to The London Plan for the City of London Planning Area - 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment to The London Plan for the City of London is to change the designation of a portion of the subject lands from a Farmland Place Type to a Green Space Place Type on Map 1 – Place Types, and to change the identification and delineation of natural heritage features on a portion of the subject lands from a Potential Environmentally Significant Area to an Environmentally Significant Area on Map 5 – Natural Heritage.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3207 Woodhull Road in the City of London.

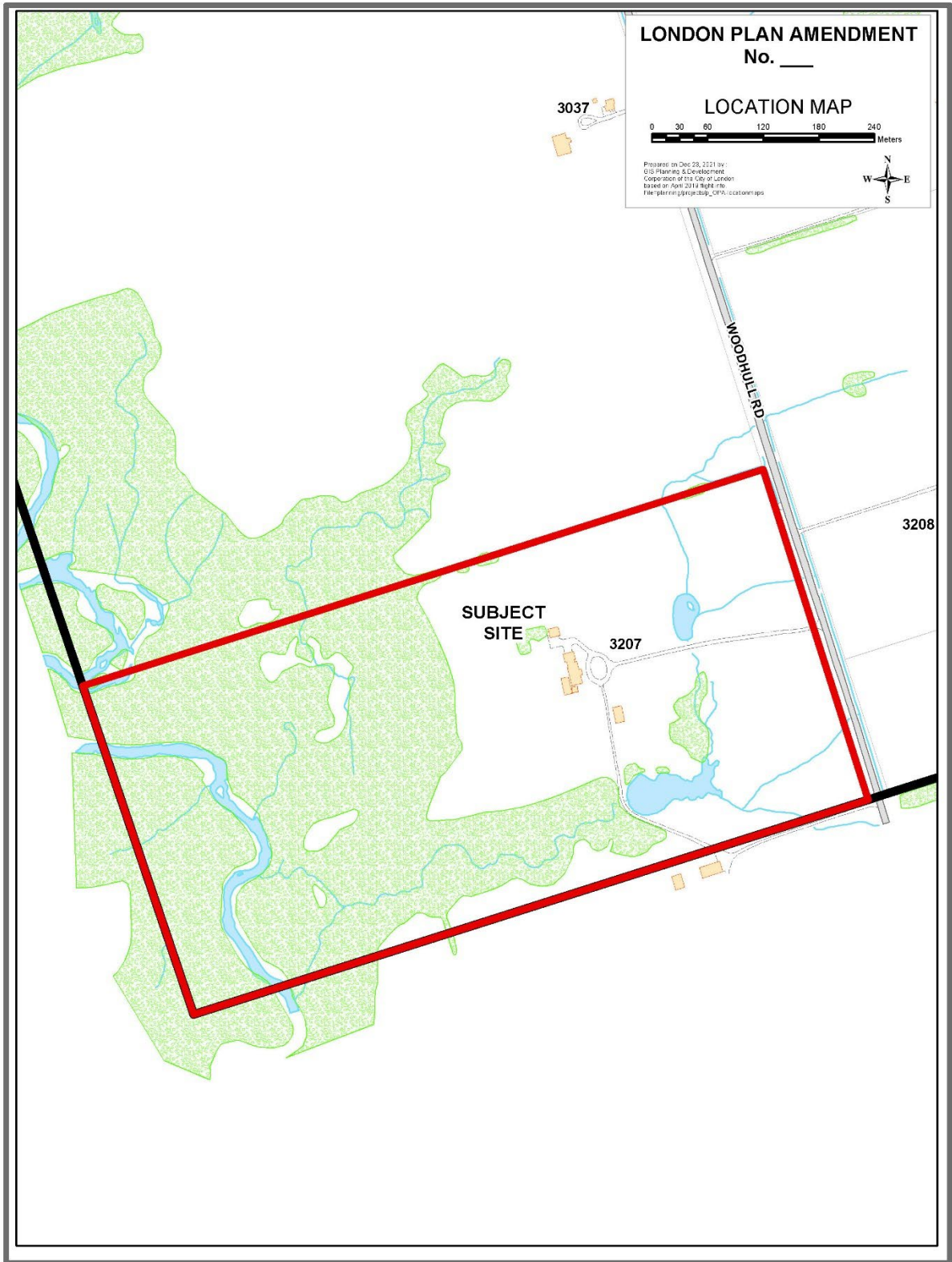
C. BASIS OF THE AMENDMENT

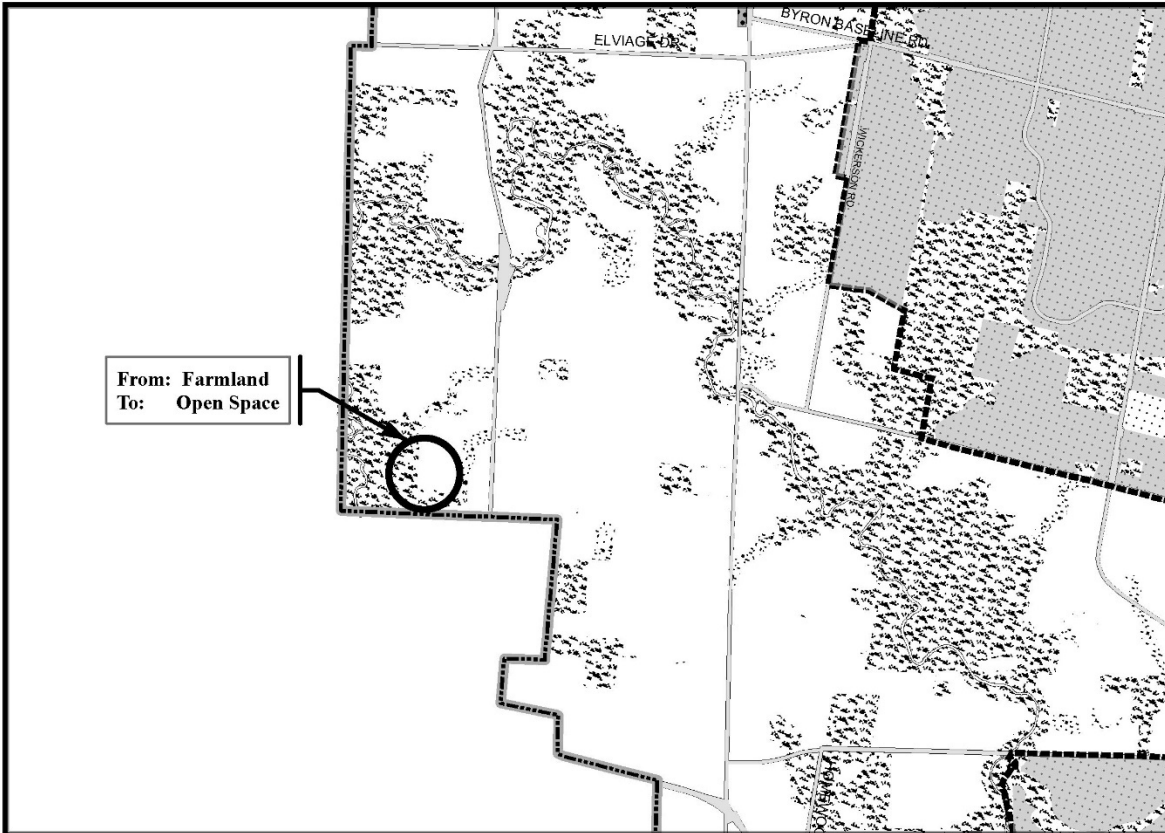
The recommended amendment is consistent with the PPS and the in force policies of The London Plan, and supports the long-term protection of environmentally significant features.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Map 1 – Place Types, of The London Plan for the City of London is amended by redesignating a portion of the subject lands, as indicated on “Schedule 1” attached hereto from a Farmland Place Type to a Green Space Place Type.
2. Map 5 – Natural Heritage, of The London Plan for the City of London is amended by changing the identification and delineation of natural heritage features on a portion of the subject lands, as indicated on “Schedule 2” attached hereto from a Potential Environmentally Significant Area to an Environmentally Significant Area.





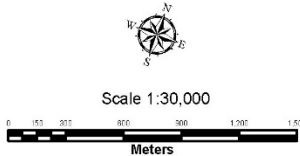
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	Areas Withheld from LPAT Approval
Neighbourhood	Green Space	

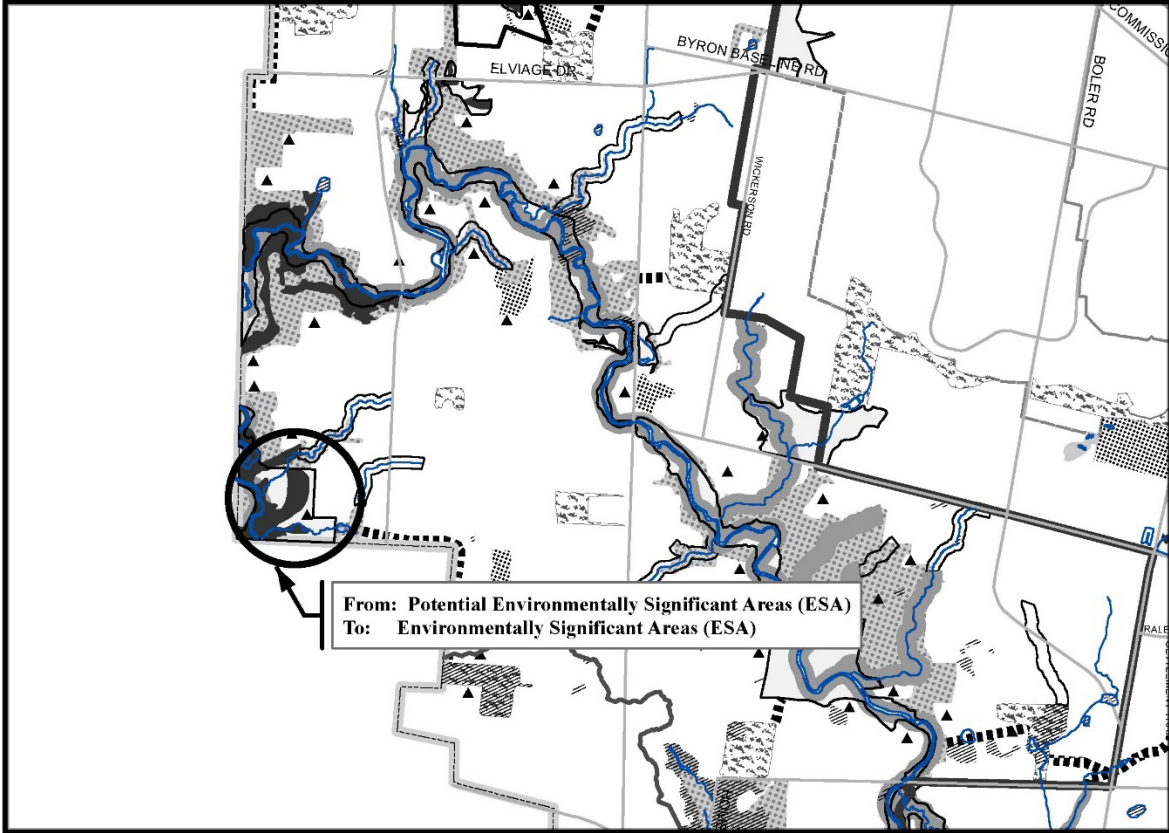
*This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.
At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.*

**SCHEDULE 1
TO
THE LONDON PLAN**
AMENDMENT NO. _____

PREPARED BY: Planning Services



FILE NUMBER: O-9429/Z-9430
PLANNER: BD
TECHNICIAN: RC
DATE: 12/23/2021



NATURAL HERITAGE SYSTEM

- Provincially Significant Wetlands
- Wetlands
- Unevaluated Wetlands
- Significant Woodlands
- Woodlands
- Significant Valley Lands
- Valley Lands

- Areas of Natural and Scientific Interest
- Environmentally Significant Areas (ESA)
- Potential ESAs
- Upland Corridors
- Potential Naturalization Areas
- Unevaluated Vegetation Patches

Base Map Features

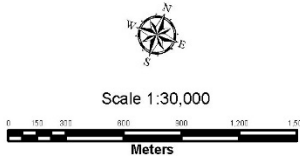
- Railways
- Water Courses/Ponds
- Streets (see Map 3)
- Conservation Authority Boundary
- Subwatershed Boundary
- Subject to Site Specific Appeals (LPAT Appeal PL170100)

This is an excerpt from the Planning Division's working consolidation of Map 5 - Natural Heritage of the London Plan, with added notations.

**SCHEDULE 2
TO
THE LONDON PLAN**

AMENDMENT NO. _____

PREPARED BY: Planning Services



FILE NUMBER: O-9429/Z-9430

PLANNER: BD

TECHNICIAN: RC

DATE: 1/4/2022

Bill No. 104
2022

By-law No. C.P.-

A by-law to exempt from Part-Lot Control, lands located at 1750 Finley Crescent, legally described as Block 101 in Registered Plan 33M-733.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Kenmore Homes (London) Inc., it is expedient to exempt lands located at, legally described as Block 101 in Registered Plan 33M-733, from Part Lot Control;

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

1. Block 101 in Registered Plan 33M-733, located at 1750 Finley Crescent, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse units in conformity with the Residential R4 Special Provision (R4-4(4)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on February 15, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

Bill No. 105
2022

By-law No. L.S.P.-_____

A by-law to designate 370 South Street (Health Services Building) to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 370 South Street (Health Services Building) has been duly published and served and no notice of objection to such designation has been received;

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

1. The real property at 370 South Street (Health Services Building), more particularly described in Schedule "A" attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule "B" attached hereto.
2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.
3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.
4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

SCHEDULE "A"
To By-law No. L.S.P.- _____

Legal Description

Lots 6, 7 and 8 South of Hill Street East and Lots 6, 7 and 8 North of South Street East on Crown Plan 30, Lots 21, 22, 23, 24, 25, 37, 40 and Part of Lots 36, 38 and 39 on Registered Plan 172(E), designated as Parts 1 and 2 on Plan 33R-17942 Save and Except Parts 1, 2, 3 and 4 on Plan 33R-20703, BEING ALL OF PIN 08329-0197 and PART OF PIN 08329-0198, in the City of London and County of Middlesex.

Description of Property

The Health Services Building located on the property at 370 South Street is located on the north side of South Street, east of the intersection of Waterloo Street.

SCHEDULE “B”
To By-law No. L.S.P.- _____

Statement of Cultural Heritage Value or Interest

The Health Services Building at 370 South Street is of significant cultural heritage value or interest because of its physical/design value, its historical/associative value, and its contextual value.

Built in 1921, The Health Services Building located on the Old Victoria Hospital Lands property is a representative example of the Collegiate Neoclassical architectural style that typifies institutional buildings in the early-20th century. The building’s “E” shape with three wings extending to the rear, as well as its rows of large windows clustered into groups and the pavilion massing of its broad south façade contributes to its representative qualities of the collegiate architectural style. Although conventional in form, its proportions and refinements elevate it as a representative example of its style. The building’s design details are also influenced by various styles including the Neoclassical style.

The Health Services Building was originally designed as the new home of the University of Western Ontario’s Medical School. Built in 1921 as a purpose-built facility, the building was designed to be a state-of-the-art facility as a school and a centre for medical research. The building included an auditorium, a library, facilities dedicated to the study of embryology and pathology, physiology, anatomy, and pharmacology. The Health Services Building was considered to be a state-of-the-art facility and a new centre of medical research for the University of Western Ontario’s Medical School, demonstrating a high degree of technical and scientific achievement.

The property is directly associated with the University of Western Ontario’s Medical School, which has been a part of the University of Western and London since 1882. The University of Western Ontario, and the University’s Medical School has been a significant organization to the City of London since the late-19th century. The Health Services Building is associated with the growth and increasing enrollment of the University’s medical school in the early-20th century. The building was designed specifically to house the university’s medical program and continued to be associated with the university for 44 years, between 1921 and 1965, when the program was moved to the main Western University campus. During this period, the medical school became a leader in its field, and its students and professors consistently participated in important medical research including furthering important research developments in the use of insulin, the artificial kidney machine, and the “Cobalt bomb”, much of which was conducted in the Health Services Building, former Western Medical School.

The Health Services Building demonstrates the work of the architectural firm of Watt & Blackwell, a prolific architectural partnership between John M. Watt and Victor J. Blackwell. Under this partnership, the firm designed several local institutional buildings including the Aberdeen Public School, Tecumseh Public School, and H.B. Beal Technical School (now H.B. Beal Secondary School). The Health Services Building demonstrates the work of the firm using a collegiate architectural style. The firm is considered significant for their contributions within the City of London. The property played a key role on this portion of South Street as one of three structures in a “remarkably well integrated, unique, and handsome streetscape.” Although only two of the three structures now remain, the Health Services Building located at the corner of South Street and Waterloo Street is important in maintaining the character of this portion of South Street as the location of the former Victoria Hospital in London.

The property played a key role on this portion of South Street and was one of three structures located on the north side of South Street, between Waterloo Street and Colborne Street, all constructed in the early-20th century. Although only two of the three structures now remain, the Health Services Building located at the corner of South Street and Waterloo Street is important in maintaining the character of this portion of South Street as the location of the former Victoria Hospital in London. The Health Services Building plays an important role in defining the heritage character of the Old Victoria Hospital. Located at the northeast corner of South Street and Waterloo Street, the Health Services Building acts as an anchor to the area.

The Health Services Building on the Old Victoria Hospital Lands property is visually and historically linked to its surroundings in that it is one of three remaining buildings on the Old Victoria Hospital Lands that convey its historic connection to the former medical

uses of the property. As the historic home of University of Western Ontario's Medical School, the Health Services Building is historically connected to the Old Victoria Hospital, and it is visually connected with the other two remaining structures within the area, including the War Memorial Children's Hospital and the Colborne Building. Formerly, the Health Services Building also had functional connections to the War Memorial Children's Hospital and the Colborne Building through their shared functioning in the overall operation of the Old Victoria Hospital.

The Health Services Building is one of three remaining hospital buildings associated with the Old Victoria Hospital, and is locally recognized as a landmark in London.

Heritage Attributes

The heritage attributes which support and contribute to the cultural heritage value or interest of this property include:

- Form, scale, and massing of the Health Services Building and its details including:
 - "E" shape form of the building with three wings extending towards the rear;
 - Flat roof;
 - Rows of large windows clustered into groups of two, three, and four along the south, east, and west façades in a symmetrical, balanced manner;
 - Red tapestry brick;
 - Ashlar-cut Indiana limestone foundation cladding;
 - Pattern of brick pilasters on the south, east, and west facades, with stone bases and capitals, and geometric designs included within the capitals;
 - Monumental limestone-clad frontispiece on the south façade rising through the cornice including:
 - Raised entry with landing, steps, and large stone wingwalls flanking the steps;
 - Tall portico with three recessed windows separated by limestone mullions and detailing;
 - Two-storey pilasters, with geometric design at the capitals and bases;
 - Limestone cartouche detailing in parapet;
 - "VICTORIA HEALTH SERVICES BUILDING" metal lettering applied above the main entry doors;
 - Continuous stone moulding spanning the façade above the second storey windows;
 - Stone cornice of the building detailed with stone blocks and diamonds;
 - Brick parapet;
 - Brick soldier course that defines the upper limits of the stone foundation and first floor windows;
 - Windows, including fenestration pattern, window proportions, window surrounds and wooden frame, and elaborate mouldings;
- Set back of the building from South Street and Waterloo Street;
- Spatial relationship with the War Memorial Children's Hospital and the Colborne Building; and,
- Interior heritage attributes including:
 - Main entry foyer including:
 - Terrazzo flooring;
 - Interior entry doorway including set of three glazed interior wood doors with interior transom windows;
 - Two large decorative wood panelled posts flanking the steps leading to the auditorium;
 - Decorative details included within the auditorium, specifically:
 - Panelled wood veneer interior entry doors to the auditorium;
 - Elaborate proscenium arch;
 - Ornamental pilasters; and,
 - Deep cornice with decorative dentil details.

Bill No.106
2022

By-law No. PS-114-22_____

A by-law to amend By-law PS-114 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. Area Speed Limits

Schedule 25 (Area Speed Limits) of the By-law PS-114 is hereby amended by **adding** the following rows:

1-Area Limit	2-Maximum Rate of Speed
Adelaide Street N - Huron Street – Highbury Avenue N - Oxford Street E	40 km/h
Clarke Road - Trafalgar Street - VMP - Gore Road	40 km/h
Highbury Avenue N - Huron Street - Clarke Road - Oxford Street E	40 km/h
Fanshawe Park Road E – Adelaide Street N – Windermere Rd – Richmond Street Road	40 km/h
Fanshawe Park Road E - Highbury Avenue N - Thames River - Adelaide Street N	40 km/h
Medway Creek - Fanshawe Park Road W - Richmond Street - Western Road	40 km/h
Western Road – Richmond Street – Thames River – Medway Creek	40 km/h
Windermere Road – Adelaide Street N – Thames River – Richmond Street	40 km/h

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

Bill No. 107
2022

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 Innovation Drive east of Innovation Gate)

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 Innovation Drive, east of Innovation Gate, namely:

“Part of Block 3 on Registered Plan 33M-592 in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21192.”

2. This by-law comes into force and effect on the day it is passed.

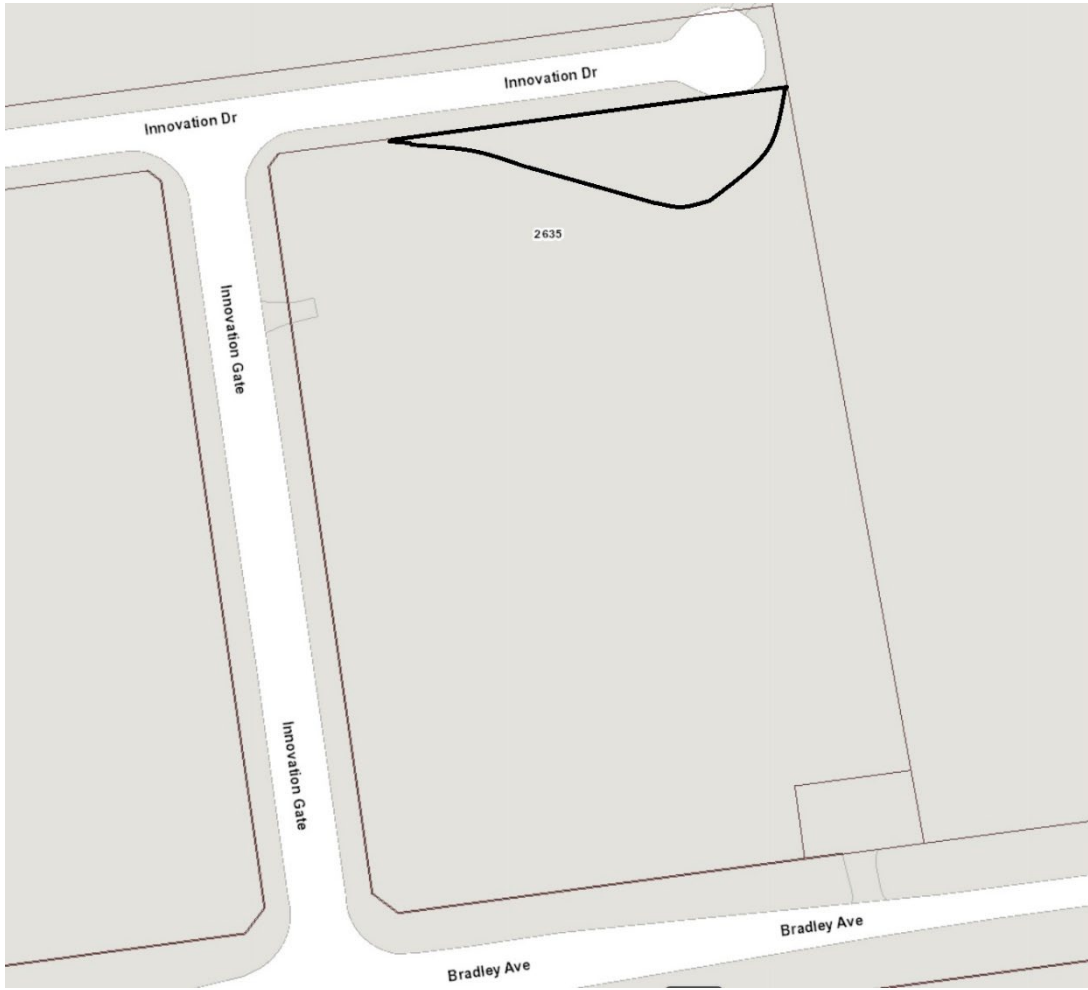
PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

LOCATION MAP



Bill No. 108
2022

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 King Edward Avenue and Thompson 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 King Edward Avenue and Thompson Road, namely:

“Part of Lot 41 on Registered Plan 624, in the City of London and County of Middlesex, designated as Parts 2, 3 and 4 on Reference Plan 33R-21082.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

LOCATION MAP



Bill No. 109
2022

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Kleinburg Drive)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Kleinburg Drive, namely:

“All of Block 13 on Registered Plan 33M-749 in the City of London and County of Middlesex.”

2. This by-law comes into force and effect on the day it is passed.

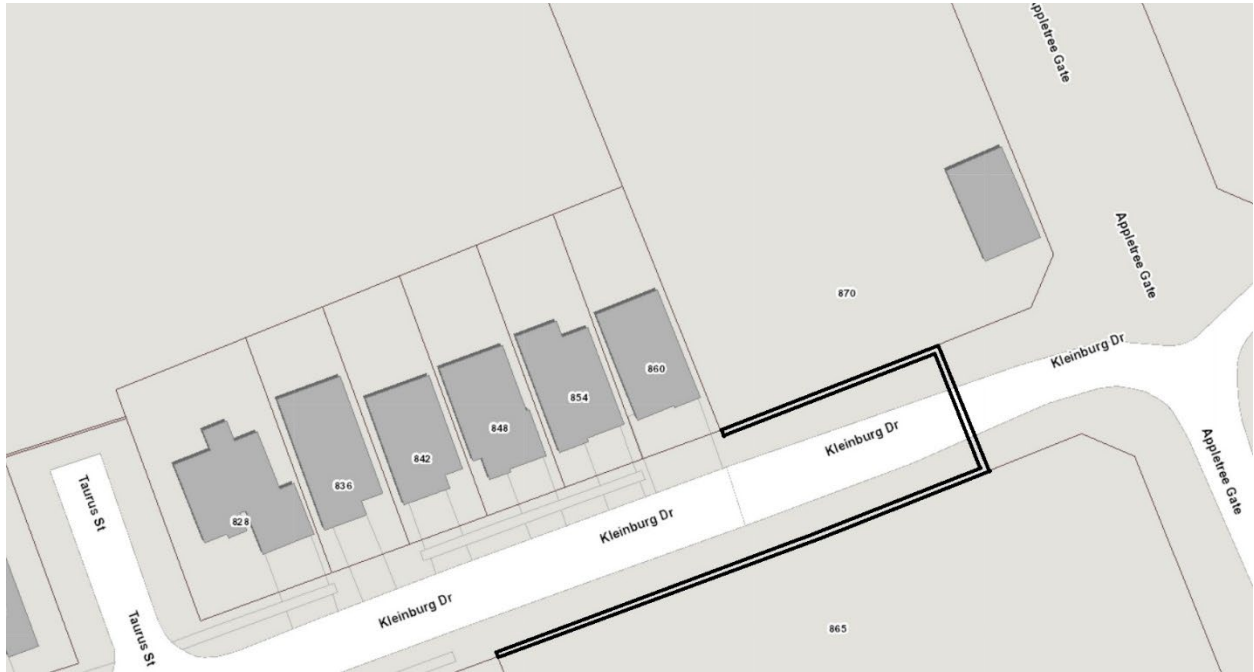
PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

LOCATION MAP



Bill No. 110
2022

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 Dingman Drive, west of Wellington Road South)

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 Dingman Drive, west of Wellington Road South, namely:

“Part of Lots 16 and 17, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 1, 2, 3, 4, 5, 6, 8 and 9 on Reference Plan 33R-20978.”

2. This by-law comes into force and effect on the day it is passed.

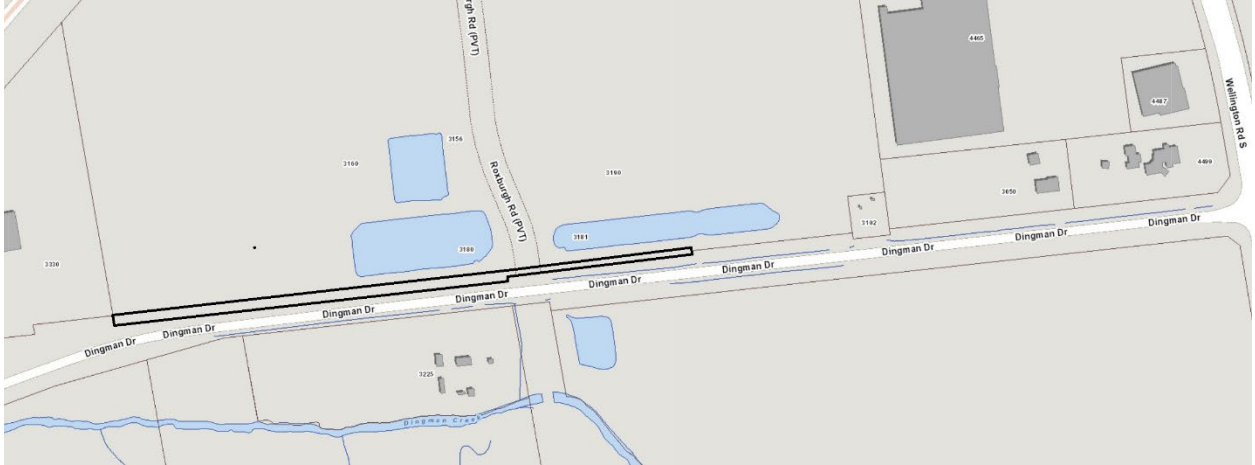
PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

LOCATION MAP



Bill No. 111
2022

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Campbell Street North.

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, named, and assumed as public highway to be known as Campbell Street North, namely:

“Part of Lot 71, East of the North Branch of the Talbot Road, formerly in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-21199.”

and

“Part of Lot 71, East of the North Branch of the Talbot Road, formerly in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 4 and 5 on Reference Plan 33R-21199.”

2. This by-law comes into force on the day it is passed.

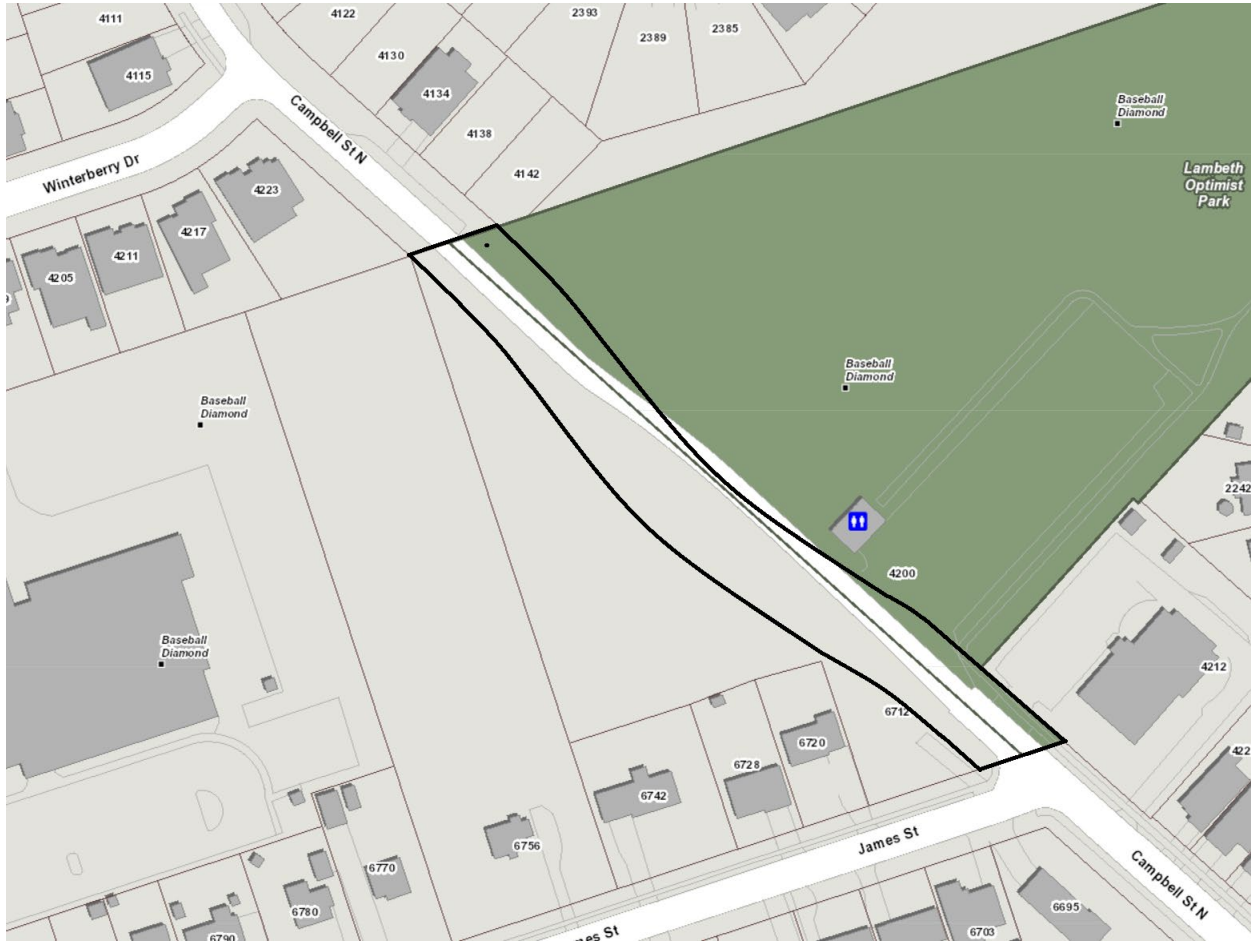
PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

LOCATION MAP



Bill No. 112
2022

By-law No. W.-5628()-__

A by-law to amend by-law No. W.-5628-283 being "A by-law to authorize the Sunningdale Road Widening, Phase 3 – Richmond to Wonderland (Project No. TS1496-3)."

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5628-283 passed on August 22, 2017, to authorize an increase in the net amount of monies to be debentured for the "Sunningdale Road Widening, Phase 3 – Richmond to Wonderland (Project No. TS1496-3)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$133,968.00 from \$63,026.00 to \$196,994.00.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schutlhess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

Bill No. 113
2022

By-law No. W.- _____ - ____

A by-law to authorize the Kilally South East Basin – SWMF 1 (Project ESSWM-KILSE).

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “Kilally South East Basin – SWMF 1 (Project ESSWM-KILSE)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$5,399,957.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

Bill No. 114
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3425 Grand Oak Crossing.

WHEREAS 2219008 Ontario Ltd. (York Developments) have applied to remove the holding provision from the zoning for the lands located at 3425 Grand Oak Crossing, 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 3425 Grand Oak Crossing, as shown on the attached map, to remove the h, h-100 and h-198 holding provision so that the zoning of the lands as a Residential Special Provision R6 (R6-5(43)) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

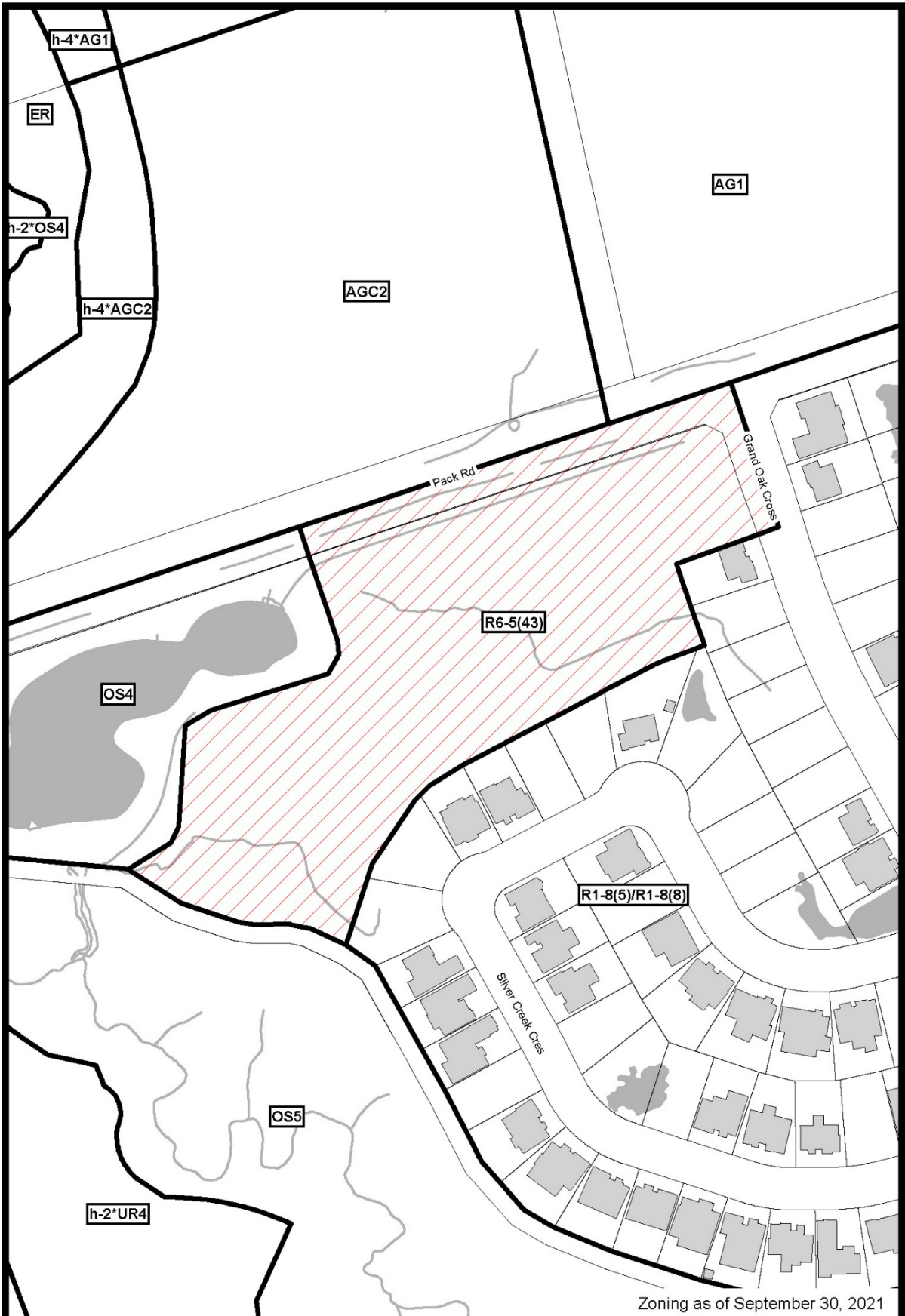
PASSED in Open Council on February 15, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of September 30, 2021

File Number: H-9414
Planner: AC
Date Prepared: 2021/10/19
Technician: rc
By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



Geodatabase

Bill No. 115
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 3207 Woodhull
Road.

WHEREAS Karen and Eric Auzins have applied to rezone an area of land
located at 3207 Woodhull Road, as shown on the map attached to this by-law, as set
out below;

AND WHEREAS upon approval of London Plan Amendment Number ____
this rezoning will conform to The London 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 3207 Woodhull Road from a Holding Open Space (h-2*OS4)
Zone, an Agricultural (AG2) Zone and an Environmental Review (ER) Zone to an
Open Space Special Provision (OS5(*)) Zone, and from an Agricultural (AG2)
Zone, a Holding Open Space (h-2*OS4) Zone and an Environmental Review (ER)
Zone to an Agricultural Special Provision (AG2(_)) Zone, a Holding Agricultural
Special Provision (h-_*AG2(_)) Zone, an Open Space Special Provision (OS5(**))
Zone and an Environmental Review (ER) Zone.
- 2) Section Number 36.4 of the Open Space (OS5) Zone is amended by adding the
following Special Provision:
 -) OS5(*) 3207 Woodhull Road
 - a) Permitted Uses
 - i) Conservation lands;
 - ii) Conservation works;
 - iii) Managed woodlots
 - b) Regulations
 - i) No minimum lot frontage requirement
 - ii) Notwithstanding the regulations of Section 4.32 Minimum
Distance Separation (MDS) and Section 45.3 8) Minimum
Distance Separation (MDS), the Minimum Distance Separation
setback to lands zoned Open Space Special Provision (OS5(*))
shall be 60.0 metres (196.85 feet)
- 3) Section Number 36.4 of the Open Space (OS5) Zone is amended by adding the
following Special Provision:
 -) OS5(**) 3207 Woodhull Road
 - a) Regulations
 - i) No minimum lot area requirements
 - ii) No minimum lot frontage requirements
- 4) Section Number 45.4 of the Agricultural (AG2) Zone is amended by adding the
following Special Provision:
 -) AG2(_) 3207 Woodhull Road
 - b) Regulations

- i) Lot Area (Minimum) 10.0 ha. (24.71 acres)
- ii) Yard Depth for all buildings and structures adjacent to any Open Space Zone located within the City of London (Minimum) 20.0 metres (65.62 feet)

5) Section Number 3.8 2) of the Holding “h” Zones section is amended by adding the following Holding Zone:

h-__ 3207 Woodhull Road

Purpose: to determine the extent to which development will be permitted and ensure that development will not have a negative impact on relevant components of the Natural Heritage System, an agreement shall be entered into specifying appropriate development conditions and boundaries, based on a Subject Lands Status Report and/or Environmental Impact Study, Hydrogeological Report/Water Balance, and Geotechnical Report that have been prepared to the satisfaction of the City of London and/or the Upper Thames River Conservation Authority, as applicable, prior to the removal of the “h-__” symbol.

Permitted Interim Uses: Uses permitted in the AG2 Zone

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

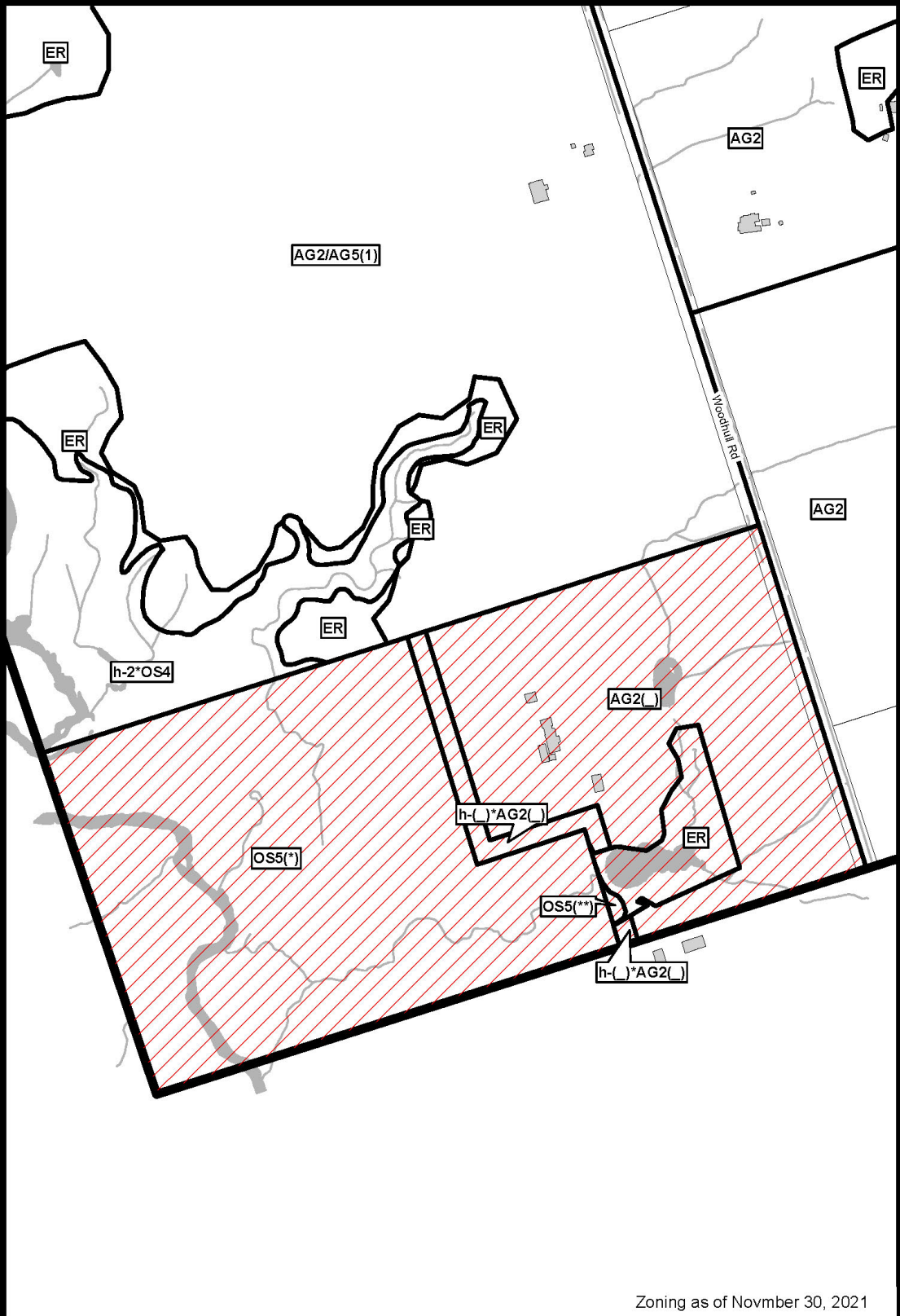
PASSED in Open Council on February 15, 2022.


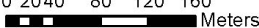

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: O-9429/Z-9430 Planner: BD Date Prepared: 2022/01/4 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:4,896</p> <p>0 20 40 80 120 160 Meters </p> <p></p>
--	---

Geodatabase

Bill No. 116
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 755-785 Wonderland
Road South

WHEREAS McCor Management (East) Inc. has applied to rezone an area
of land located at 755-785 Wonderland Road South, as shown on the map attached to
this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number _____
this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable the
lands located at 755-785 Wonderland Road South, as shown on the attached map
comprising part of Key Map No. A106, from a Regional Shopping Area Special
Provision (RSA2(2)) Zone to a Regional Shopping Area Special Provision
(RSA2(_)) Zone.
- 2) Section Number 21.4 b) of the Regional Shopping Area (RSA2) Zone is amended
by adding the following subsection:

RSA2(_) 755-785 Wonderland Road South

a) Additional Permitted Uses

i) Commercial and Private Schools

ii) Kennel

The inclusion in this By-law of imperial measure along with metric measure is for the
purpose of convenience only and the metric measure governs in case of any
discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with
Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the
passage of this by-law or as otherwise provided by the said section.

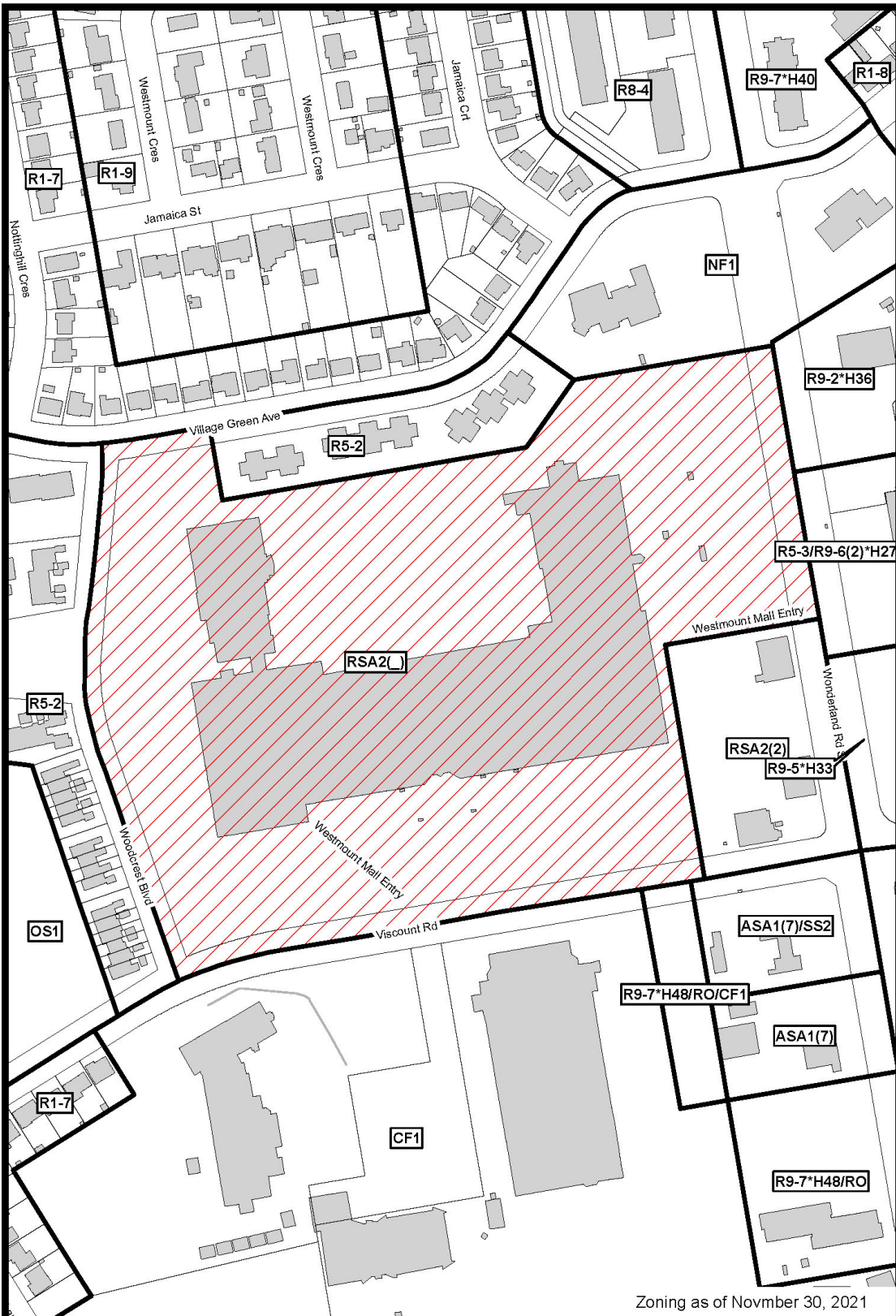
PASSED in Open Council on February 15, 2022.


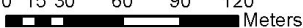

Ed Holder
Mayor

Michael Schulthess
City Clerk

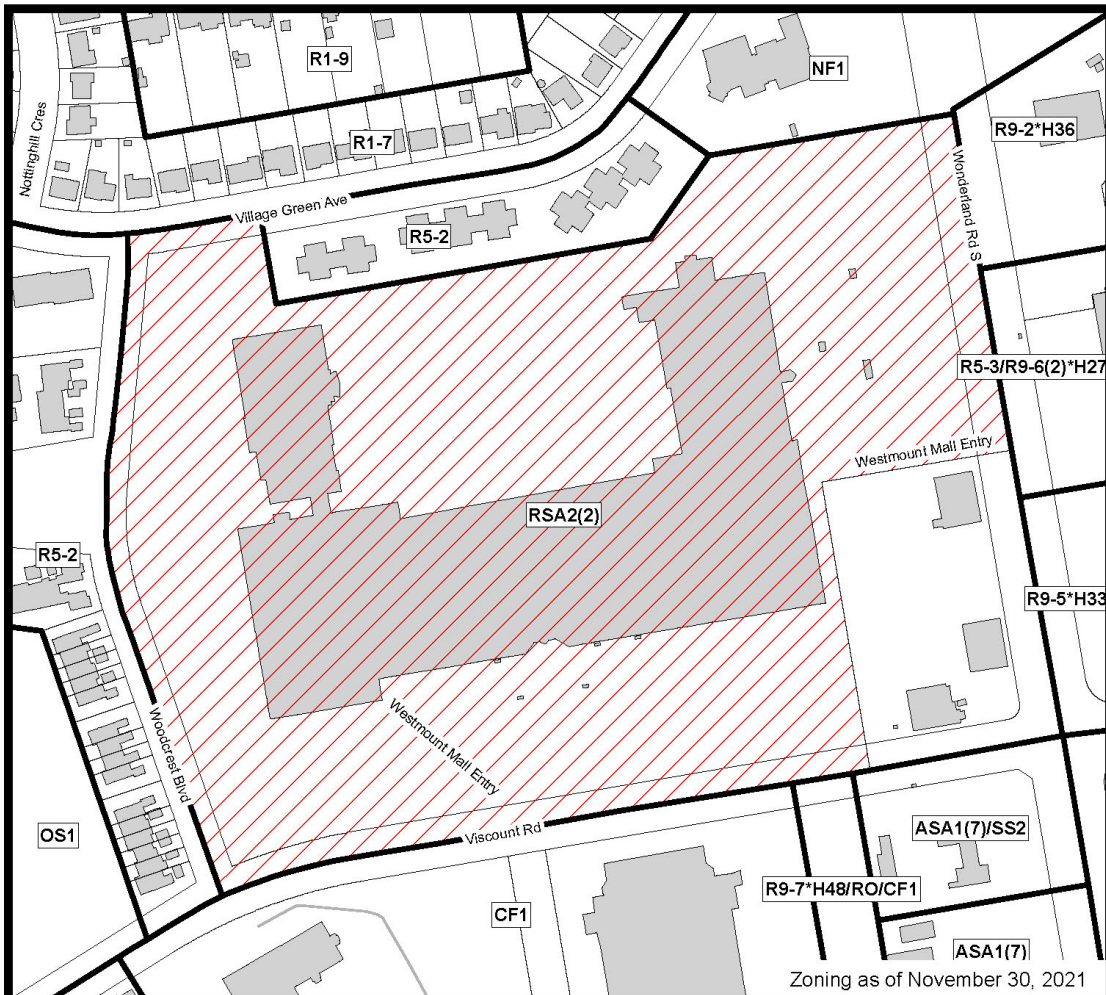
First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9410 Planner: OA Date Prepared: 2021/12/22 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:3,000</p> <p>0 15 30 60 90 120 Meters </p> <p></p>
--	--

Geodatabase



COUNCIL APPROVED ZONING FOR THE SUBJECT SITE:

1) **LEGEND FOR ZONING BY-LAW Z-1**

- | | |
|--|---|
| <ul style="list-style-type: none"> R1 - SINGLE DETACHED DWELLINGS R2 - SINGLE AND TWO UNIT DWELLINGS R3 - SINGLE TO FOUR UNIT DWELLINGS R4 - STREET TOWNHOUSE R5 - CLUSTER TOWNHOUSE R6 - CLUSTER HOUSING ALL FORMS R7 - SENIOR'S HOUSING R8 - MEDIUM DENSITY/LOW RISE APTS. R9 - MEDIUM TO HIGH DENSITY APTS. R10 - HIGH DENSITY APARTMENTS R11 - LODGING HOUSE
 DA - DOWNTOWN AREA RSA - REGIONAL SHOPPING AREA CSA - COMMUNITY SHOPPING AREA NSA - NEIGHBOURHOOD SHOPPING AREA BDC - BUSINESS DISTRICT COMMERCIAL AC - ARTERIAL COMMERCIAL HS - HIGHWAY SERVICE COMMERCIAL RSC - RESTRICTED SERVICE COMMERCIAL CC - CONVENIENCE COMMERCIAL SS - AUTOMOBILE SERVICE STATION ASA - ASSOCIATED SHOPPING AREA COMMERCIAL
 OR - OFFICE/RESIDENTIAL OC - OFFICE CONVERSION RO - RESTRICTED OFFICE OF - OFFICE | <ul style="list-style-type: none"> RF - REGIONAL FACILITY CF - COMMUNITY FACILITY NF - NEIGHBOURHOOD FACILITY HER - HERITAGE DC - DAY CARE
 OS - OPEN SPACE CR - COMMERCIAL RECREATION ER - ENVIRONMENTAL REVIEW
 OB - OFFICE BUSINESS PARK LI - LIGHT INDUSTRIAL GI - GENERAL INDUSTRIAL HI - HEAVY INDUSTRIAL EX - RESOURCE EXTRACTIVE UR - URBAN RESERVE
 AG - AGRICULTURAL AGC - AGRICULTURAL COMMERCIAL RRC - RURAL SETTLEMENT COMMERCIAL TGS - TEMPORARY GARDEN SUITE RT - RAIL TRANSPORTATION
 "h" - HOLDING SYMBOL "D" - DENSITY SYMBOL "H" - HEIGHT SYMBOL "B" - BONUS SYMBOL "T" - TEMPORARY USE SYMBOL |
|--|---|

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

**ZONING
BY-LAW NO. Z-1
SCHEDULE A**



THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS

FILE NO:

Z-9410

OA

MAP PREPARED:

2021/12/22

rc

1:3,000

0 15 30 60 90 120 Meters

Bill No. 117
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2624 Jackson Road and 1635 Commissioners Road East.

WHEREAS Drewlo Holdings Inc. has applied to remove the holding provisions from the zoning on lands located at 2624 Jackson Road and 1635 Commissioners Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2624 Jackson Road and 1635 Commissioners Road East, as shown on the attached map, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1 (R1-4) Zone and a Residential R1 Special Provision (R1-13(8)) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

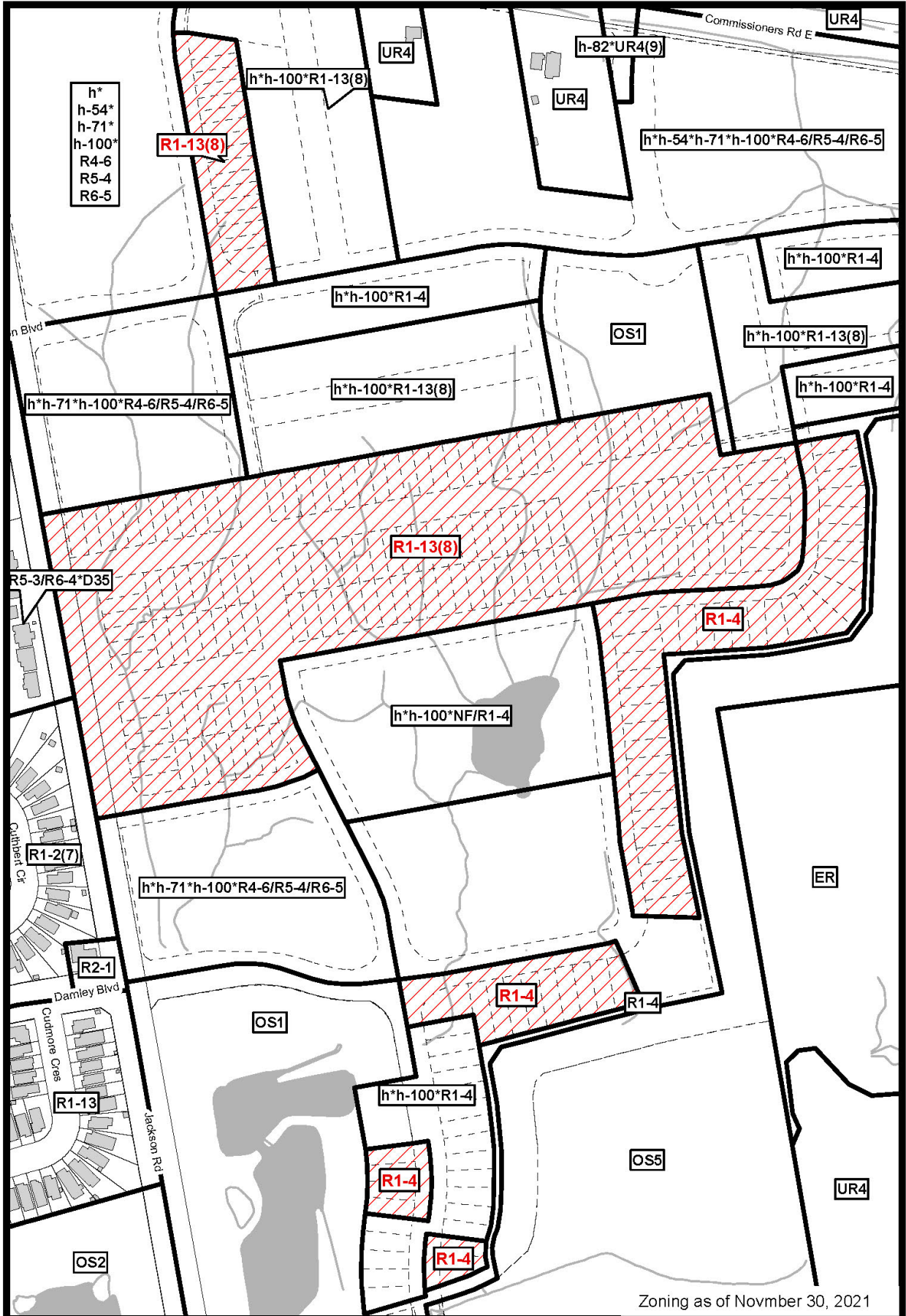
PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

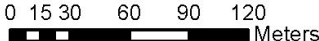
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of November 30, 2021

File Number: H-9445
 Planner: LM
 Date Prepared: 2022/01/4
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,250
 Meters



Bill No. 118
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at southwest of corner of Sunningdale Road West and Wonderland Road North (formerly known as 751 Fanshawe Park Road West).

WHEREAS Vista Wood Estates Limited has applied to remove the holding provisions from the zoning on lands located at southwest of corner of Sunningdale Road West and Wonderland Road North (formerly known as 751 Fanshawe Park 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 provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at southwest of corner of Sunningdale Road West and Wonderland Road North (formerly known as 751 Fanshawe Park Road West), as shown on the attached map, to remove the holding provision so that the zoning of the lands as a Residential R1 (R1-4) Zone, Holding Residential R5/R6 (h•R5-2/R6-4) and an Open Space (OS1) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

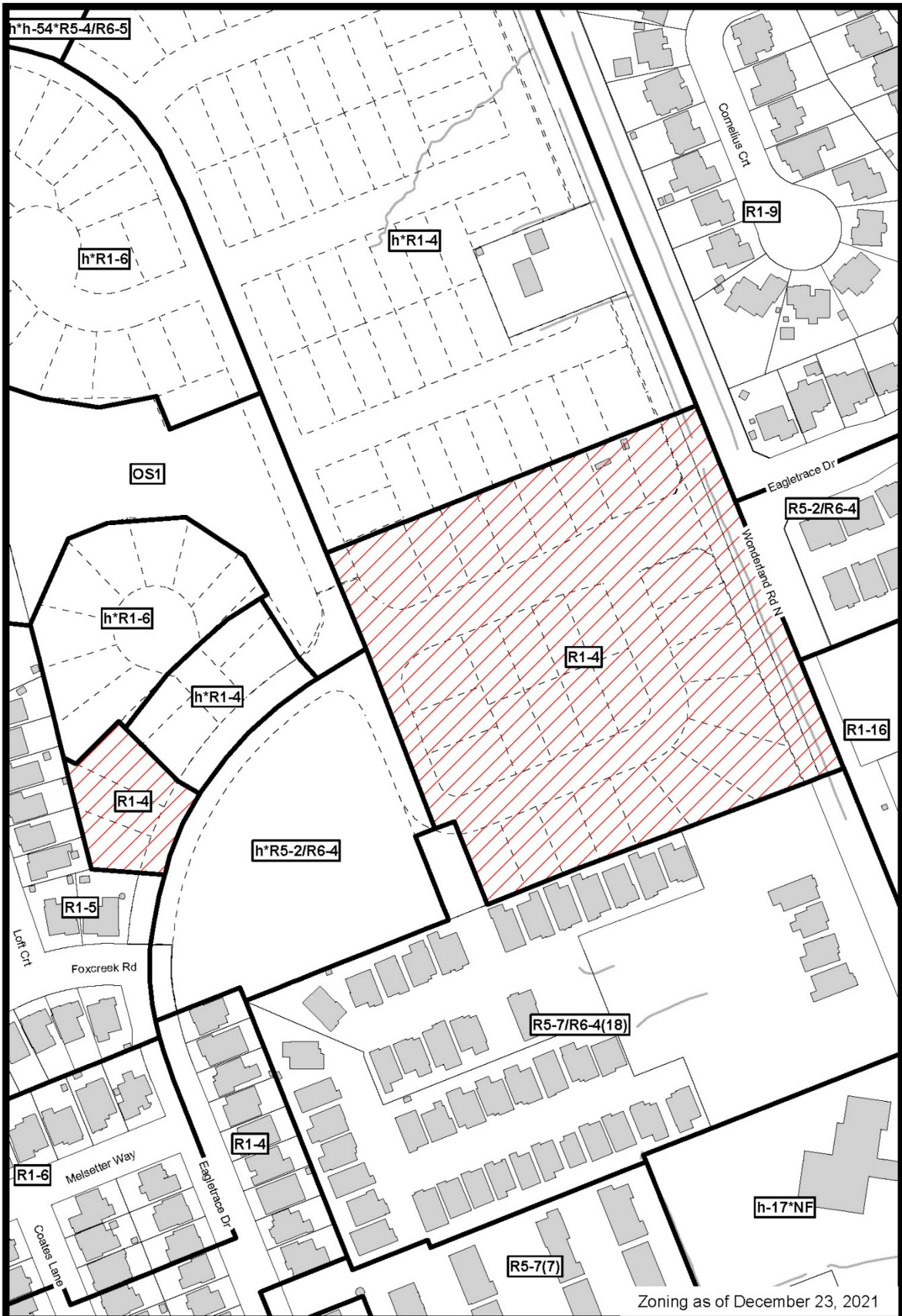
PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

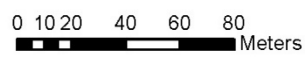
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9448
 Planner: MJ
 Date Prepared: 2022/01/21
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,250



Bill No. 119
2022

By-law No. Z.-1-22

A bylaw to amend By-law No. Z.-1 to rezone lands located at 2624 Jackson Road and 1635 Commissioners Road East (Parker Jackson Subdivision – Phase 1).

WHEREAS Drewlo Holdings Inc. has applied to rezone lands located at 2624 Jackson Road and 1635 Commissioners Road East (Parker Jackson Subdivision – Phase 1), as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule “A” to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2624 Jackson Road and 1635 Commissioners Road East (Parker Jackson Subdivision – Phase 1), as shown on the attached map, FROM a Holding Residential R1 (h•h-100•R1-4) Zone TO a Residential R1 (R1-3) Zone.

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.

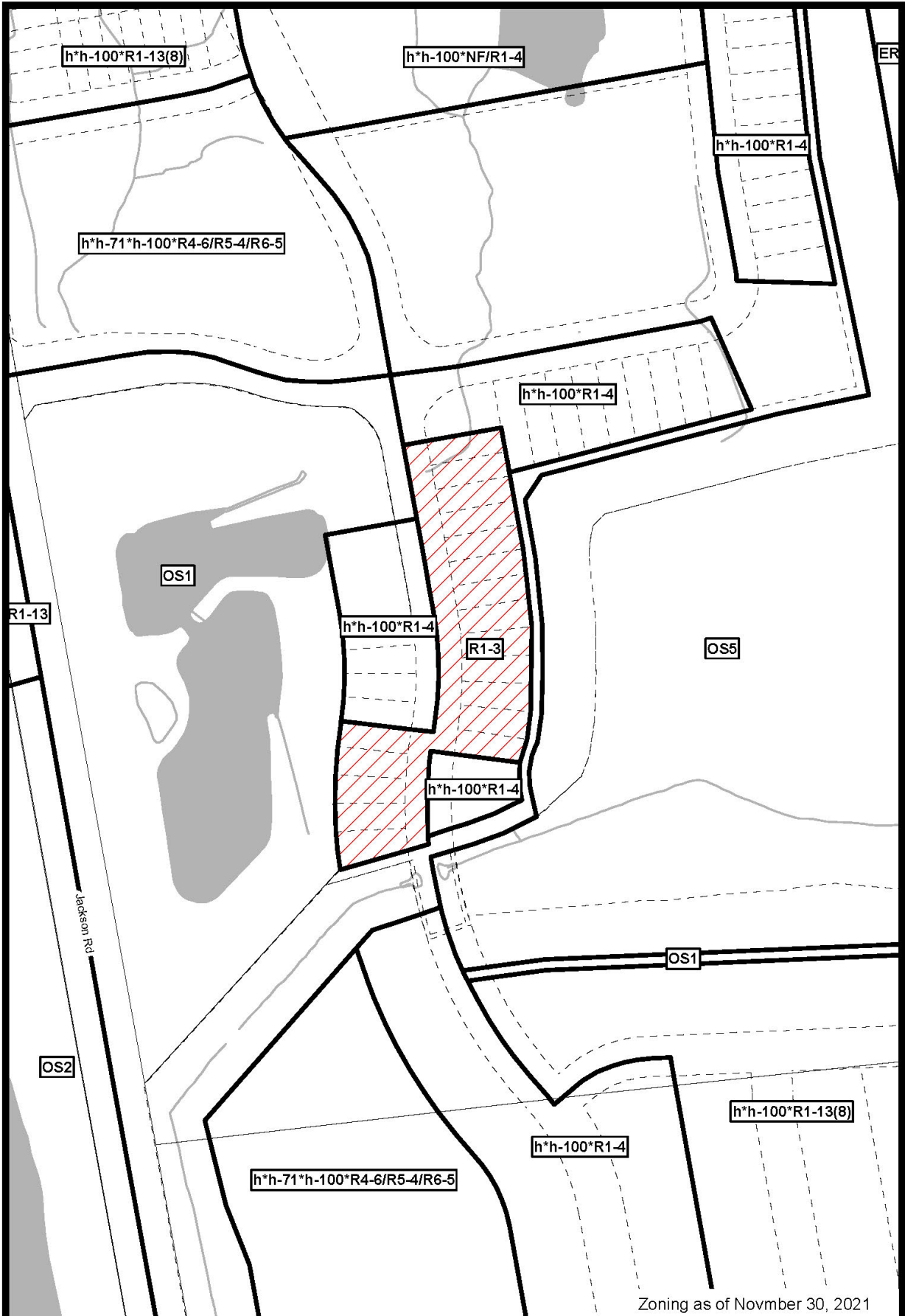
PASSED in Open Council on February 15, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9449

Planner: LM

Date Prepared: 2021/12/24

Technician: LM

By-Law No: Z.-1-

SUBJECT SITE 

1:2,206

0 10 20 40 60 80
Meters



Bill No. 120
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 475 Grey Street.

WHEREAS 2810645 Ontario Inc. has applied to rezone an area of land located at 475 Grey Street, as shown on the map attached to this by-law, as set out below.

AND WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 475 Grey Street, from a Residential R2 (R2-2) Zone to a Residential R8 Special Provision (R8-4) Zone.
- 2) Section Number 12.4 of the Residential 8 (R8-4) Zone is amended by adding the following special regulations:

)	R8-4()	475 Grey Street	
	a)	Regulations	
		i) Front Yard Depth (Minimum)	3.2 meters
		ii) Rear Yard Depth (Minimum)	3.3 meters
		iii) Exterior Side Yard Depth (Minimum)	3.3 meters
		iv) Density (Maximum)	96 units per hectare
		v) Parking (Minimum)	34 spaces or 0.9 spaces/unit
		vi) The definition of 'STACKED TOWNHOUSE' permits units to be stacked three (3) units high.	

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on February 15, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

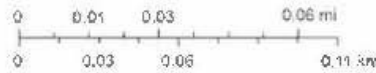
First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



Subject Site: 475 Grey Street
 File Number: OZ-9406
 Planner: Laurel Snyder
 Created By: AM
 Date: 12/16/2021

Legend
 Subject Site



Corporation of the City of London
 Prepared By: Planning and Development
 Scale 1:2000