

Agenda

Corporate Services Committee

4th Meeting of the Corporate Services Committee

February 28, 2022, 12:00 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

Members

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

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

instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

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

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

6.3. Confidential Trade Secret or Scientific, Technical, Commercial or Financial Information Belonging to the City

A matter pertaining to the security of the property of the municipality or board; a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value.

7. Adjournment

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: 2021 Statement of Remuneration and Expenses for Elected and Appointed Officials

Date: February 28, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports the following actions **BE TAKEN**:

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

Analysis

1.0 Background Information

1.1 Background

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

Section 284(1) reads as:

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

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

1.0 Background Information (continued)

1.2 Previous Reports Related to this Matter

2020 Statement of Remuneration and Expenses Elected and Appointed Officials, March 1, 2021, meeting of Corporate Services Committee, Consent Item # 2.5

Elected Officials and Appointed Citizen Members 2021 Remuneration, May 10, 2021, meeting of Corporate Services Committee, Consent Item # 2.6

2.0 Discussion and Considerations

2.1 Council Remuneration and Expenses

The attached Appendices have been prepared for the year ending December 31, 2021, in conjunction with this requirement of the *Municipal Act, 2001*, as follows:

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

In Appendix “A”, attached, the Elected Officials’ individual 2021 actual remuneration (stipends), benefits and expenses are listed. Council expenses and remuneration were paid in accordance with Council Policy as set out through the following By-Laws:

- By-Law No. CPOL.-70(a)-408: Remuneration for Elected Officials and Appointed Citizen Members Policy
- By-law No. CPOL.-372-453: Discussion of Remuneration for Elected Officials and Individuals Appointed by City Council to Serve on its Committee or a Local Agency, Board or Commission Policy
- By-law No. CPOL.-228(a)-427: Council Members’ Expense Account Policy
- By-law No. CPOL.-229(a)-428: Mayor’s Expenses Policy
- By-law No. CPOL.-156(a)-252: Mayor – Contracted Staff Policy
- By-law No. CPOL.-227(a)-451: Travel & Business Expenses
- By-law No. CPOL.-68(a)-370: Issuance of Technology Equipment to Council Members Policy

Stipends and taxable employer-paid benefits are fully taxable. The expenses reported under the Expenses column are not subject to income tax. Note the following with regards to stipend reporting for the year 2021:

- Stipends identified on Appendix “A” reflect T4 reporting, which is recorded on a cash basis.
- There were 26 pay periods in 2021.
- A stipend increase of 0.7% for 2021 was made in accordance with By-Law No. CPOL.-70(a)-408: Remuneration for Elected Officials and Appointed Citizen Members Policy.

2.0 Discussion and Considerations (continued)

2.2 Mayor's Office

On March 20 and 21, 2012, Council resolved that the Mayor be requested to provide annual reports detailing the Mayor's Office's expenditures. The 2021 expenses and a brief description provided by the Mayor's Office are below. The travel expenses are included in Appendix "A", attached.

Expenses with Description	Total
Hosting and/or Entertainment	
Expenses relating to hosting invited dignitaries and guests and special events requiring ticket purchase.	\$970.72
Gifts and Souvenirs	
Purchases include Olympic Athlete presentation items, City of London branded promotional items, masks and lanyards for citizen requests, visitors and dignitaries.	\$2,339.82
Purchased Services	
Includes expenses for services such as braille services, virtual conferencing, and services related to the State of the City Address.	\$5,898.22
Total	\$9,208.76

The details for the above Mayor's Office expenses can be accessed via the Mayor's Office page located on www.london.ca.

2.3 Statements of Travel Expenses for Senior Administration

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

The attached Appendices have been prepared for the year ending December 31, 2021, in accordance with the Travel & Business Expenses Policy as follows:

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

Conclusion

In accordance with Municipal Council's policies regarding Council Members' Expense Account Policy and the Mayor's Expenses Policy, which are consistent with *Municipal Act, 2001* section 284(1), this report provides a breakdown of remuneration and expenses for elected officials. Further, consistent with other Council policies, this report provides statements of out-of-town travel and expenses for senior administrative officials of the City of London. These statements are to be received for information.

Prepared by: Sharon Swance, CPA, CGA, Manager, Accounting
Julie Kovacs, CPA, CGA, Manager, Employee Systems

Submitted by: Ian Collins, CPA, CMA, Director, Financial Services

Recommended by: Anna Lisa Barbon, CPA, CGA,
Deputy City Manager, Finance Supports

Attachments

Appendix "A"
2021

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

Appointment(s)	Stipends ³	Benefits	Expenses	Total \$
Mayor Edwin Holder	141,649.18	33,207.89	2,515.01 ¹	177,372.08
Vehicle allowance/reimbursement ²		8,400.00		8,400.00
	<u>141,649.18</u>	<u>41,607.89</u>	<u>2,515.01</u>	<u>185,772.08</u>
Councillor Ward 1 Michael van Holst	52,525.55	14,945.92	6,260.17	73,731.64
Vehicle allowance/reimbursement ²		900.00		900.00
	<u>52,525.55</u>	<u>15,845.92</u>	<u>6,260.17</u>	<u>74,631.64</u>
Councillor Ward 2 Shawn Lewis	52,525.55	12,129.82	7,705.72	72,361.09
Vehicle allowance/reimbursement ²		1,800.00		1,800.00
	<u>52,525.55</u>	<u>13,929.82</u>	<u>7,705.72</u>	<u>74,161.09</u>
Councillor Ward 3 Mo Salih	<u>52,525.55</u>	<u>14,798.36</u>	<u>1,560.79</u>	<u>68,884.70</u>
Councillor Ward 4 Jesse Helmer	<u>52,525.55</u>	<u>14,798.36</u>	<u>1,553.56</u>	<u>68,877.47</u>
Councillor Ward 5 Maureen Cassidy	52,525.55	14,798.36	2,550.04	69,873.95
Home office internet			915.84	915.84
Federation of Canadian Municipalities, Board Meetings			254.40	254.40
London Police Services Board, Meeting			101.76	101.76
Middlesex-London Health Unit, Chair	6,627.65		769.45	7,397.10
	<u>59,153.20</u>	<u>14,798.36</u>	<u>4,591.49</u>	<u>78,543.05</u>
Councillor Ward 6 Phil Squire ⁴	<u>40,808.82</u>	<u>11,850.23</u>	-	<u>52,659.05</u>
Councillor Ward 6 Mariam Hamou ⁵	<u>6,868.44</u>	<u>1,636.04</u>	<u>69.20</u>	<u>8,573.68</u>
Councillor Ward 7 Josh Morgan ⁸	52,525.55	14,975.49	5,417.38	72,918.42
Vehicle allowance/reimbursement ²		1,080.00		1,080.00
Federation of Canadian Municipalities, Board Meetings			610.56	610.56
	<u>52,525.55</u>	<u>16,055.49</u>	<u>6,027.94</u>	<u>74,608.98</u>
Councillor Ward 8 Steve Lehman	52,525.55	14,975.49	3,462.14	70,963.18
Vehicle allowance/reimbursement ²		1,080.00		1,080.00
Urban Forestry, Newsletters			2,009.92	2,009.92
	<u>52,525.55</u>	<u>16,055.49</u>	<u>5,472.06</u>	<u>74,053.10</u>
Councillor Ward 9 Anna Hopkins	52,525.55	11,834.60	1,107.90	65,468.05
Home office internet			1,086.72	1,086.72
Association of Municipalities Ontario, Meetings			610.56	610.56
	<u>52,525.55</u>	<u>11,834.60</u>	<u>2,805.18</u>	<u>67,165.33</u>
Councillor Ward 10 Paul Van Meerbergen	<u>52,525.55</u>	<u>14,798.36</u>	<u>25.44</u>	<u>67,349.35</u>
Councillor Ward 11 Stephen Turner	<u>52,525.55</u>	<u>14,798.36</u>	<u>362.53</u>	<u>67,686.44</u>
Councillor Ward 12 Elizabeth Pelozo	52,525.55	15,093.58	6,638.72	74,257.85
Vehicle allowance/reimbursement ²		1,800.00		1,800.00
	<u>52,525.55</u>	<u>16,893.58</u>	<u>6,638.72</u>	<u>76,057.85</u>
Councillor Ward 13 Arielle Kayabaga ⁶	<u>32,324.25</u>	<u>9,426.89</u>	<u>2,418.48</u>	<u>44,169.62</u>
Councillor Ward 13 John Fyfe-Millar ⁷	<u>9,898.64</u>	<u>2,657.29</u>	<u>339.85</u>	<u>12,895.78</u>
Councillor Ward 14 Steve Hillier	52,525.55	15,093.58	-	67,619.13
Vehicle allowance/reimbursement ²		1,800.00		1,800.00
	<u>52,525.55</u>	<u>16,893.58</u>	-	<u>69,419.13</u>

Appendix "A"
2021

STATEMENT OF REMUNERATION AND EXPENSES
FOR ELECTED OFFICIALS

Notes:

¹ Mayor's expenses

The Mayor's expenses may include Councillor and/or staff travel expenses who attended events as guests of or on behalf of the Mayor. Details can be found on the Mayor's 2021 Expense Report. A link is provided below:

https://london.ca/sites/default/files/2022-01/Q4%20Expenses%20Mayor%20Holder%20FINAL_1.pdf

² Vehicle allowance/reimbursement

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

³ Stipends

Stipends identified above reflect T4 reporting, which is recorded on a cash basis, noting that there were 26 pay periods in 2021.

⁴ Councillor Phil Squire

Resigned as Ward 6 Councillor on October 12, 2021

⁵ Councillor Mariam Hamou

Appointed Ward 6 Councillor on November 16, 2021

⁶ Councillor Arielle Kayabaga

Unpaid Leave of Absence beginning August 16, 2021 with Resignation as Ward 13 Councillor occurring on September 20, 2021

⁷ Councillor John Fyfe-Millar

Appointed Ward 13 Councillor on October 26, 2021

⁸ Councillor Josh Morgan

Appointed Deputy Mayor on December 1, 2020. Councillor Morgan will retain this position until November 14, 2022.

Appendix "B"
2021
STATEMENT OF REMUNERATION AND EXPENSES
FOR APPOINTED OFFICIALS

Appointment(s)	Stipends	Benefits	Expenses	Total \$
Argyle Business Improvement Association - R. Graham			229.82	<u>229.82</u>
Committee of Adjustment - J. Fyfe-Millar ¹ Chair (Resigned: October 25, 2021)	5,990.39 778.97	341.97		6,332.36 778.97 <u>7,111.33</u>
Committee of Adjustment - S. Polhill Chair (Appointed: October 28, 2021)	7,328.04 166.38	363.86		7,691.90 166.38 <u>7,858.28</u>
Committee of Adjustment - D. Brown	7,328.04	351.56		<u>7,679.60</u>
Committee of Adjustment - C. Miller	7,328.04	142.93		<u>7,470.97</u>
Committee of Adjustment - D. Schmidt	7,328.04	351.56		<u>7,679.60</u>
Court of Revision - A. Stratton	77.00	1.50		<u>78.50</u>
Diversity, Inclusion and Anti-Oppression Advisory Committee - G.A. Gutierrez Sanin	2,000.00	39.00		<u>2,039.00</u>
Diversity, Inclusion and Anti-Oppression Advisory Committee - B. Hill	2,000.00	68.50		<u>2,068.50</u>
Diversity, Inclusion and Anti-Oppression Advisory Committee - S. Sharma	2,000.00	68.50		<u>2,068.50</u>
Diversity, Inclusion and Anti-Oppression Advisory Committee - S. Stanberry (Appointed: February 16, 2021 Resigned: October 1, 2021)	1,000.00	42.20		<u>1,042.20</u>
Election Compliance Audit Committee - D. Ross	100.00	1.95		<u>101.95</u>
Election Compliance Audit Committee - C. Scrimgeour	100.00	1.95		<u>101.95</u>
Election Compliance Audit Committee - A. Wright	100.00	1.95		<u>101.95</u>
Greater London International Airport Authority - W. Graham	7,048.90			<u>7,048.90</u>
Greater London International Airport Authority - G. Kotsiomitis	21,902.00			<u>21,902.00</u>
Greater London International Airport Authority - M. O'Leary-Pickard	24,100.00			<u>24,100.00</u>
Hearings Officer - D. Bryant	900.00	17.55		<u>917.55</u>
Hearings Officer - D. Ross	200.00	3.90		<u>203.90</u>
Hearings Officer - C. Scrimgeour	200.00	4.35		<u>204.35</u>
Hearings Officer - A. Wright	700.00	13.65		<u>713.65</u>
Kettle Creek Conservation Authority - B. Mackie	774.81			<u>774.81</u>
Kettle Creek Conservation Authority - R. Winfield	774.81			<u>774.81</u>
London Hydro Inc. - T. Goodine	7,290.00			<u>7,290.00</u>
London Hydro Inc. - C. Graham	22,680.00			<u>22,680.00</u>
London Hydro Inc. - G. Holburn	21,480.00			<u>21,480.00</u>
London Hydro Inc. - A. Hrymak	19,680.00			<u>19,680.00</u>
London Hydro Inc. - M. Sinclair	12,990.00			<u>12,990.00</u>
London Hydro Inc. - J. Smit	20,280.00			<u>20,280.00</u>
London Hydro Inc. - G. Valente Chair	25,680.00 4,308.00			25,680.00 4,308.00 <u>29,988.00</u>
London Police Services Board - S. Toth	7,818.80		101.76	<u>7,920.56</u>

Appendix "B"
2021
STATEMENT OF REMUNERATION AND EXPENSES
FOR APPOINTED OFFICIALS

Appointment(s)	Stipends	Benefits	Expenses	Total \$
London Transit Commission - T. Khan	5,016.96	180.51		<u>5,197.47</u>
London Transit Commission - S. Marentette (Appointed: October 5, 2021)	1,212.61	57.94		<u>1,270.55</u>
London Transit Commission - T. Park (Resigned: October 21, 2021)	4,081.26	143.06		<u>4,224.32</u>
London Transit Commission - S. Rooth	5,016.96	180.51		<u>5,197.47</u>
Lower Thames Valley Conservation Authority - J. Strybosch	65.00			<u>65.00</u>
Middlesex-London Health Unit - M. Reid	4,241.72		454.47	<u>4,696.19</u>
Museum London - R. van der Westen			31.05	<u>31.05</u>
Plumbers' and Drain Layers' Examining Board - S. Atchison	100.00			<u>100.00</u>
Plumbers' and Drain Layers' Examining Board - D. Brouwer	100.00			<u>100.00</u>
Plumbers' and Drain Layers' Examining Board - M. Salliss	100.00			<u>100.00</u>
Upper Thames River Conservation Authority - M. Blosch	1,011.50			<u>1,011.50</u>
Upper Thames River Conservation Authority - S. Levin	1,011.50			<u>1,011.50</u>
Upper Thames River Conservation Authority - J. Reffle	714.00			<u>714.00</u>

Notes:

¹ All remuneration and reimbursed expenses received from the Committee of Adjustments represent amounts earned before Fyfe-Millar was appointed Ward 13 Councillor on October 26, 2021.

Appendix "C"
2021
STATEMENT OF OUT-OF-TOWN TRAVEL AND EXPENSES FOR
SENIOR ADMINISTRATIVE OFFICIALS
BOARDS AND COMMISSIONS

LONDON TRANSIT COMMISSION

	Position	Total \$
K. Paleczny	General Manager	-

LONDON POLICE SERVICES BOARD

	Position	Total \$
S. Williams	Chief of Police	2,613.68

LONDON CONVENTION CENTRE CORPORATION OPERATING AS RBC PLACE LONDON

	Position	Total \$
L. Da Silva	General Manager and CEO	1,227.14

LONDON PUBLIC LIBRARY

	Position	Total \$
M. Ciccone	CEO and Chief Librarian	-

Appendix "D"
2021
STATEMENT OF OUT-OF-TOWN TRAVEL AND EXPENSES FOR
SENIOR ADMINISTRATIVE OFFICIALS
CITY OF LONDON

	Position	Total \$
L. Livingstone	City Manager	\$610.56
B. Card	Deputy City Manager, Legal Services	\$0.00
A. Barbon	Deputy City Manager, Finance Supports	\$50.88
G. Kotsifas	Deputy City Manager, Planning & Economic Development	\$0.00
K. Scherr	Deputy City Manager, Environment & Infrastructure	(\$425.60) ⁽¹⁾
K. Dickins	Deputy City Manager, Social & Health Development	\$0.00
C. Smith	Deputy City Manager, Neighbourhood & Community-Wide Services	\$0.00
J. Davison	Deputy City Manager, Enterprise Supports	\$0.00
S. Stafford	Managing Director, Parks & Recreation	\$0.00
L. Hamer	Fire Chief	\$0.00
A. Hunt	Deputy Fire Chief, Communications & Training	\$178.08
R. Hayes	Deputy Fire Chief, Operations	\$27.02
M. Hepditch	Deputy Fire Chief, Prevention & Public Education	\$502.69

Notes: ⁽¹⁾ Due to COVID-19, an expenditure recognized in 2020 was refunded in 2021. Event scheduled for 2020 was originally postponed and then cancelled in 2021.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Public Sector Salary Disclosure Act Report for Calendar Year 2021

Date: February 28, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, the following Report **BE RECEIVED** for information.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Public Sector Salary Disclosure Act Report for Calendar Year 2020, March 1, 2021, meeting of Corporate Services Committee, Item #2.4

Public Sector Salary Disclosure Act Report for Calendar Year 2019, March 9, 2020, meeting of Corporate Services Committee, Item #2.1

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

2.0 Discussion and Considerations

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

The filing with the Province discloses amounts paid to employees as salary and as taxable benefits who earned more than \$100,000 in 2021. An employee's "salary" includes such amounts as salary paid in the calendar year and, if applicable, amounts paid for acting pay, overtime, retroactive payments, settlements or vacation. An employee's "taxable benefits" includes amounts for items such as life insurance, parking, and vehicle allowances. The salary disclosure filing with the Province for Agencies, Boards & Commissions will be submitted to the Province of Ontario by the March 7, 2022 deadline.

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

- 321 employees who are members of the London Professional Fire Fighters Association (LPFFA);
- 247 Management employees;
- 4 employees who are members of Service Employees International Union Local

Canada Registered Nurses;

- 4 employees who are members of London Civic Employees Local Union No. 107
- 2 employees who are members of the Canadian Union of Public Employees Local Union No. 101;
- 1 employee from the RBC Place (London Convention Centre); and,
- 1 employee who is a member of Unifor Local 302.

The salaries listed in the filing with the Province reflect 2021 salaries for all employee groups.

The Agencies, Boards & Commissions not reflected above, report out through their respective governance structure.

Conclusion

In accordance with the *Public Sector Salary Disclosure Act, 1996*, for those who earned more than \$100,000 in 2021, Civic Administration is required to file with the Province of Ontario the amount of salary and taxable benefits paid in 2021 by individual. This is a requirement by the Province as the City receives public funding from the Province of Ontario.

Prepared by: Julie Kovacs, CPA, CGA, Manager, Employee Systems

Submitted by: Ian Collins, CPA, CMA, Director, Financial Services

Recommended by: Anna Lisa Barbon, CPA, CGA, Deputy City Manager,
Finance Supports

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Request for Tender 2022-018
Revenue from Lease of City Owned Farmland

Date: February 28, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with the concurrence of the Manager of Purchasing and Supply, with respect to the City owned lands as shown on Schedule A (Location Map) attached, the following actions **BE TAKEN**:

- a)
 - i) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Six Thousand Seven Hundred and Fifty Dollars \$ 6,750.00 for a three (3) year term on Land Package A; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender
 - ii) the bid submitted by London Dairy Farms Ltd., for lease of farmlands at the tendered annual lease amount of Twenty Four Thousand Three Hundred and Fifty Four Dollars \$ 24,354.00 for a three (3) year term on Land Package B; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender
 - iii) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Nineteen Thousand One Hundred and Eight Nine Dollars and Sixty Cents \$ 19,189.60 for a three (3) year term on Land Package C; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender
 - iv) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Seven Thousand Four Hundred and Seventy Five Dollars \$ 7,475.00 for a three (3) year term on Land Package D; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender
 - v) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of Two Hundred and Thirty Six Thousand and Thirty Four Dollars \$ 236,034.00 for a three (3) year term on Land Package E; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender
 - vi) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of One Hundred and Eleven Thousand Nine Hundred and Seventy Two Dollars \$ 111,972.00 for a three (3) year term on Land Package F; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender
 - vii) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Fifty One Thousand Four Hundred and Ten

Dollars \$ 51,410.00 for a three (3) year term on Land Package G; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender

viii) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of One Thousand Four Hundred Dollars \$1,400.00 for a three (3) year term on Land Package H; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender

ix) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of Fifty Six Thousand Nine Hundred and Ninety Dollars and Eighty Cents \$ 56,990.80 for a three (3) year term on Land Package I; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender

x) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of Twenty Five Thousand Two Hundred and Seventy Dollars and Twenty Cents \$ 25,270.20 for a three (3) year term on Land Package J; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender; and

- b) the standard form of farm lease included in Tender 2022-018 as Appendix A, BE AUTHORIZED for execution with each individual proponent, and
- c) a By-law be introduced at the Municipal Council meeting to be held on March 22, 2022 to accept the bids submitted for Tender No. 2022-018 and to authorize the Mayor and the City Clerk to execute the Farmland Lease Agreements.

Executive Summary

The purpose of this report is to seek approval of the Tender award and standard form of agreements associated with Request for Tender (RFT) 2022-018 for the lease of the City owned farmland for The Corporation of the City of London (the City) in accordance with the attached Drawing and Land Packages A through J (Land Packages) and Appendix "A" (Form of Agreement).

Linkage to the Corporate Strategic Plan

The lease of the City Owned Farmland fits within the Strategic Plan of growing our Economy and Building a Sustainable City by increasing the availability of serviced land in strategic locations and by investing in land acquisitions to be developed and serviced to recruit and retain new industrial employees. The building of infrastructure that supports future development and protecting the environment through the Complete Waste Disposal Strategy (including the Environmental Assessment for the expansion of the W12A Landfill). Work with multi-sectors to finalize the Climate Change/Severe Weather Adaptation Strategy for London's built infrastructure. Renew, expand, and develop parks and recreation facilities, and conservation areas in appropriate locations to address existing gaps. These farmlands were acquired for strategic purposes and are leased as interim land management.

Analysis

1.0 Discussion and Considerations

1.1 Previous Reports Related to the Matter

None.

1.2 Background

The City owns approximately 1,077 acres of land throughout the City that have been put to tender for lease for three (3) year terms. The lands were acquired over several years for varying municipal purposes including the Industrial Land Development Strategy, W12A Landfill Site Community Enhancement and Mitigative Measures Program and a future pollution control plant. The leasing of these lands provides excellent opportunities for area farmers to continue utilizing the lands for agricultural production as well as providing the City a market value revenue stream until the lands are developed for the various intended longer term uses.

On January 24, 2022 Realty Services put 10 land packages to tender in accordance with the Procurement of Goods and Services Policy. Bidders were to bid on an entire package labelled A to J. A summary of the financial considerations for each Land Package is listed below.

Land Package A - Huron Industrial Land – The Subject lands were acquired by the City for future industrial land development. There is approximately 30 acres.

Land Package B – Forest City Industrial Land – The subject lands were acquired by the City for future industrial land development. There is approximately 54 acres.

Land Package C – Innovation Park Lands – The subject lands are developed industrial land, the lands are leased for maintenance purposes until sold. There is approximately 116 acres.

Land Package D – Dingman Drive Lands – The subject lands were acquired by the City for the future sports district park under Parks Planning. There is approximately 23 acres.

Land Package E – Scotland Drive Lands – The subject lands were acquired by the City for the W12A Landfill Site Community Enhancement and Mitigative Measure Program. There is approximately 423 acres.

Land Package F – Cook Road Lands – The subject lands were acquired by the City for potential future south end Pollution Control Plant. There is approximately 186 acres.

Land Package G – White Oak Road Lands – The subject lands were acquired by the City for the W12A Landfill Site Community Enhancement and Mitigative Measure Program. There is approximately 97 acres.

Land Package H – 4233 Scotland Drive – The subject lands were acquired by the City for the W12A Landfill Site Community Enhancement and Mitigative Measure Program. There is approximately 8 acres.

Land Package I – 3243 Manning Drive – The subject lands were acquired by the City for being a buffer from the W12A Landfill site Community Enhancement and Mitigative Measure Program. There is approximately 99 acres.

Land Package J – 3674 Glanworth Drive – The subject lands were acquired by the City for the W12A Landfill Site Community Enhancement and Mitigative Measure Program. There is approximately 42 acres.

1.3 Procurement Process

RFT 2022-018 was publicly published on the Bids & Tenders procurement website on January 24, 2022. A supplemental advertisement was placed with Ontario Farmer and Kijiji. Thirty Five (35) individual bids were received with at least one bid per Land Package. As per The Corporation of the City of London Procurement of Goods and Services Policy Section 13.6, Civic Administration is recommending award to the highest bidder for each of the Land Packages meeting all the terms, conditions and specifications as outlined in the tender document.

3.0 Financial Impact/Considerations

3.1 Financial Impact

Land Package	Acres	Term/Years	Price/Acre	Amount/Annual
Package A	30	3	\$225	\$6,750
Package B	54	3	\$451	\$24,354
Package C	116	3	\$165	\$19,190
Package D	23	3	\$325	\$7,475
Package E	423	3	\$558	\$236,034
Package F	186	3	\$602	\$111,972
Package G	97	3	\$530	\$51,410
Package H	8	3	\$175	\$1,400
Package I	99	3	\$578	\$56,991
Package J	42	3	\$606	\$25,270

Total per annum consideration is \$540,846 in revenues associated with the farm lease agreements.

Conclusion

The proponent submissions awarded in this Tender met all the terms, conditions and specifications as outlined in the Tender document. On this basis the awards to the respective proponents is recommended with the associated agreements to be executed.

Prepared by: Stacy Badeen, Property Coordinator and Negotiator, Realty Services

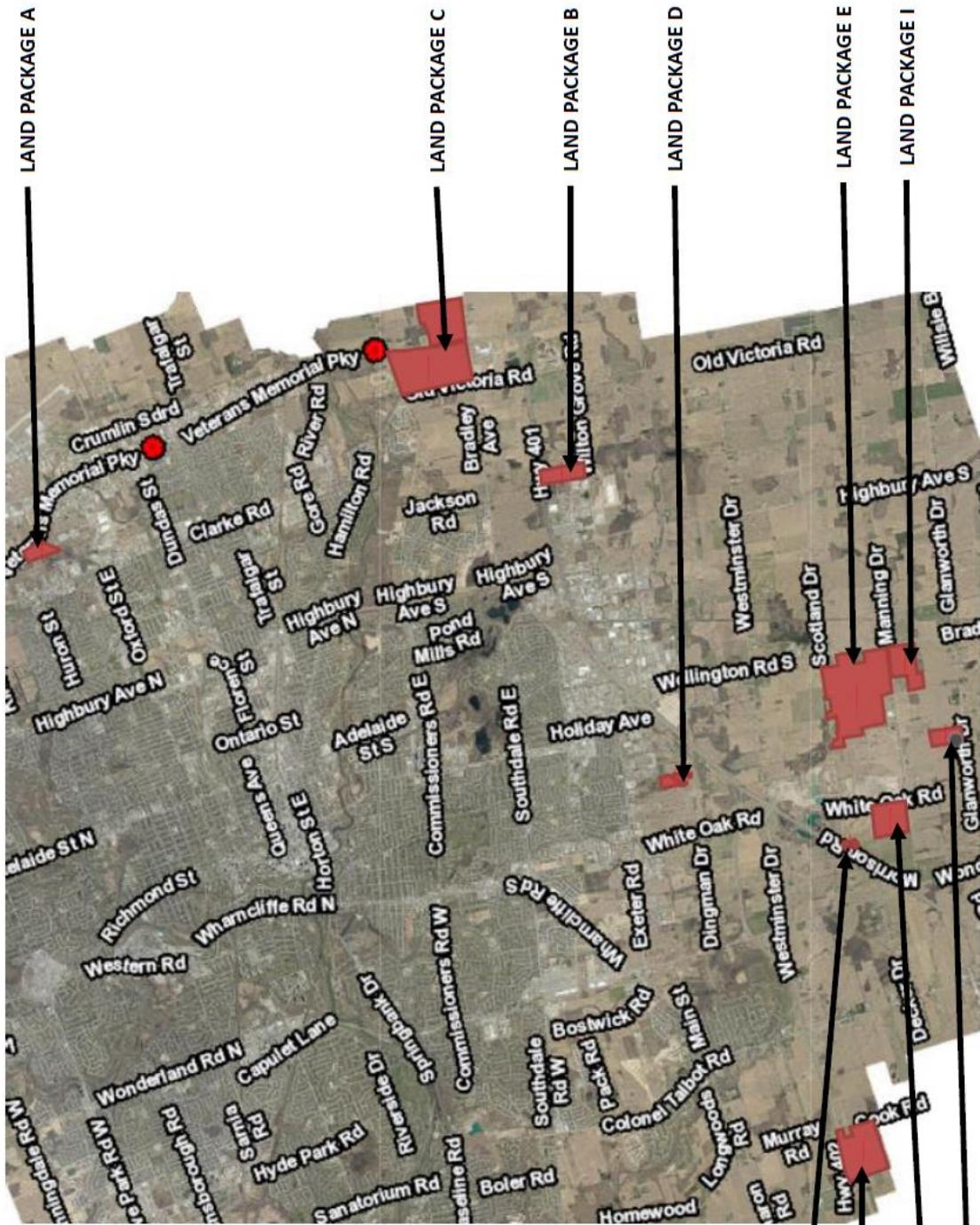
Submitted by: Bill Warner, AACI, Papp, Director, Realty Services

Concurred by: John Freeman, Manager, Purchasing and Supply, Finance Supports

Recommended by: Anna Lisa Barbon, CPA, CGA, Deputy City Manager, Finance Supports

February 16, 2022

Schedule A - Location Map



LOCATION MAP

- LAND PACKAGE H
- LAND PACKAGE F
- LAND PACKAGE G
- LAND PACKAGE J

Appendix A - Standard Form of Farmland Lease in Tender Document

FARM LAND LEASE

Between:

(the "Tenant")

and

The Corporation of the City of London (the "City")

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

THE TENANT COVENANTS AND AGREES AS FOLLOWS:

1. The term of this Lease Agreement shall be for () year, with no option for renewal, commencing on _____ 2022 and ending on _____ 202 .
2. Rent shall be the sum of _____ (\$ _____ .00 plus H.S.T) per annum payable to the City Treasurer by June 1st of each year of the agreement. The Tenant shall pay rent without demand.
3. To use the Lands for agricultural purposes only and not to carry out or permit to be carried out upon the Lands any business that may be deemed a nuisance to or disturbance of the occupiers or owners of the adjoining lands and to carry on the operation of the business using proper farming methods including adequate application of fertilizers and crop rotation in order to keep the soil in good productive condition.
4. Not to assign this Lease Agreement without written consent, which consent may not be unreasonably withheld.
5. To comply with all applicable laws, by-laws, and regulations of every federal, provincial or municipal department or organization.
6. To remove, before they go to seed, all weeds upon the Lands during the term of this Lease Agreement.
7. To keep the Lands neat and tidy, and to remove all ashes and rubbish.
8. To construct no buildings or structures on the Lands.
9. To indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Tenant, or other persons for whom the Tenant is responsible.
10. At its own expense, obtain and maintain
 - i) Liability Insurance covering farm operations in a form satisfactory to the City Solicitor in an amount not less than Five Million Dollars (\$5,000,000.) This policy shall also include pollution liability for injury or damage arising from farming operations on or off the Lands and shall include the City as an additional insured with respect to the Tenant's operations and obligations under this Lease Agreement;
 - ii) Standard farm property insurance covering produce, livestock, machinery and equipment owned or leased by the Licensee, such policy shall include a waiver of subrogation in favour of the City; and;

- iii) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Lease Agreement.
 - iv) The above-mentioned insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the City at inception of this Lease Agreement and thereafter promptly on the insurance renewal date.
 - v) The City reserves the right to request, from time to time, such higher limits of insurance or other types' of policies appropriate to this Lease Agreement as the City may reasonably require.
11. To take good care of the Lands, to ensure that the farming of the Lands and maintaining of improvements thereon is performed in a careful and prudent manner, and to ensure that the condition in which the Tenant found it, notwithstanding ordinary wear and tear or unavoidable casualties which are not the fault of the Tenant.
 12. To allow the City the right to enter upon the Lands to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the Tenant as provided in this Lease Agreement.
 13. The City may terminate this Lease Agreement on sixty (60) days written notice should the Lands be required for municipal purposes.
 14. In the event that the Tenant fails to comply with any term of this Lease Agreement, the City may terminate the privilege and contract herein granted at any time by giving notice in writing to the Tenant specifying the nature of the default and upon expiration of thirty (30) days following delivery of such notice, the default has not been cured, this Lease Agreement shall at the option of the City cease and be at an end. Any waiver by the City of any breach by the Tenant of any provisions of this Lease Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
 15. Should any crop be lost through cancellation of this Lease Agreement pursuant to Clause 13, if all of the Lands are required by the City then all rent paid will be refunded. Should only part of the Lands be required by the City, then as compensation for any crop lost on the affected part, rent paid will be refunded on a prorated basis, with the percentage of rent paid to be refunded based on and equal to the percentage of land required by the City. Any rent owing for the period subsequent to the termination until the end of the Lease Agreement will be paid for the remaining parcel on a prorated basis and it is understood by the Tenant that the said refund shall be accepted by the Tenant as full compensation for any such loss of crops, including lost revenue, and all money spent on the production of said crops (including but not limited to, costs of labour, machinery, fertilizer, seed and fuel).
 16. Should cancellation of this Lease Agreement pursuant to clause 13 occur subsequent to the harvesting of crops, if all of the Lands are required by the City, then any rent paid for the period subsequent to termination shall be refunded on a prorated basis, and any rents not paid for the period prior to termination shall become due and owing on the date of payment specified in this Lease Agreement on a prorated basis. If only part of the Lands is required by the City, any refund will be prorated based on the percentage of the Lands required by the City, and any rent owing for the period prior to termination will be paid based on all of the Lands, and any rent owing for the period subsequent to termination until the end of the Lease Agreement will be paid for the remaining portion of the Lands on a prorated basis.
 17. The Tenant Agrees to provide a Farm Business Registration Number to support Farm Property Class Tax Rate Program and related eligibility requirements. The Tenant further agrees to provide certification of farming activities in support of the City's related applications under the Program.
 18. In the final year of this agreement, after the last crop is harvested and prior to December 1st, the tenant agrees to fall till the lands.

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

City's Address:
Manager of Realty Services
P.O. Box 5035
London ON N6A 4L9

Tenant's Address:

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

APPENDIX

Bill No.

By-law No.

A by-law to accept the farmland lease bids for Request for Tender No. 2022-018, and approve and authorize the Mayor and the City Clerk to execute the Agreements with each successful proponent.

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 Farm Land Lease Agreement with each successful proponent in Request for Tender No 2022-018 (the "Agreements");

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreements on behalf of the City;

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

1. The Agreement attached as Schedule "A" to this by-law, being a Farm Land Lease Agreement between the City and each successful proponent in Request for Tender 2022-018 is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreements authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading - March 22, 2022
Second Reading – March 22, 2022
Third Reading - March 22, 2022

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Declare Surplus - City Owned Property
Part of Cheapside Street, Adjacent 137 Clemens Street

Date: February 28, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City owned property legally described as Part Lot 475, Plan 490, as in 265802 London/London Township, located along Cheapside Street adjacent 137 Clemens Street, the following actions be taken:

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

Executive Summary

This report recommends that a portion of the City owned land along Cheapside Street, adjacent to 137 Clemens Street be declared surplus and disposed of in accordance with the City’s Sale and Other Disposition of Land Policy.

The abutting owner of 1101 Cheapside Street is proposing to build a single-family dwelling on lands they own that abut the subject property. The subject property would assist the owner of 1101 Cheapside Street in carrying out their potential plans.

The subject property is a portion of rectangular strip of land 20 feet wide x 23 feet deep (Appendix A) and is no longer required for a municipal purpose.

Linkage to the Corporate Strategic Plan

Municipal Council’s 2019-2023 Strategic Plan identifies “Building a Sustainable City” and “Growing our Economy” as strategic areas of focus.

Strengthening our Community

- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city
- London’s neighbourhoods have a strong character and sense of place

Building a Sustainable City

- Londoners can move around the city safely and easily in a manner that meets their needs
- Build infrastructure to support future development and protect the environment

The recommendation in this report will support the aforementioned strategic areas by declaring the subject property surplus as the first step in ultimately transferring ownership to the abutting owner of 1101 Cheapside Street.

A property liaison was completed and responses are further detailed in this report. The land will be disposed of in accordance with the City's Sale and Other Disposition of Land Policy.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

None

1.2 Summary

Part of Cheapside Street adjacent to 137 Clemens Street is located west of Clemens Street and is legally described as as Part Lot 475 Plan 490, as in 265802 London/London Township.

The subject property is a rectangular shaped parcel, approximately 460 square feet in size. The land is currently part of the City's right of way and is zoned as R1-6 - restrictive residential zone. The subject parcel is located behind 137 Clemens Street and is surplus to the municipal needs of the City. A strip of the lands owned by the City will be retained for road widening and a pedestrian sidewalk connection. This land has no viability to be developed on its own.

The abutting owner reached out to Realty Services stating an interest in purchasing the subject parcel as it would potentially make their lot more viable for a single-family dwelling development.

The lands will be transferred to the abutting owner at fair market value in accordance with the City's Sale of Other Disposition of Land Policy. The sale will be on an as is basis with no future guarantee of the assembled parcels viability for future development.

2.0 Discussion

On October 20, 2021 Realty Services was contacted by the property owner of 1101 Cheapside Street to see if they would be able to acquire the subject land from the City to develop their parcel as single family dwelling.

The City's Sale and Other Disposition of Land policy under Section 4 Methods of Sale allows for the disposition of lands to abutting property owners through direct negotiation.

The area of the lands to be declared surplus is minor in nature and 20 feet wide x 23 feet deep and with area 460 square feet.

3.0 Benefits to the City

As part of the transfer of the lands to the abutting owner, future tax revenue may be generated. The sale will be in accordance with fair market value principles. Transferring the lands will eliminate potential liability and ongoing maintenance with the lands.

4.0 Financial Impact

There are no significant cost implications to the City to declare the property surplus and transfer ownership to the owner of 1101 Cheapside Street in accordance with the City's Sale and Other Disposition of Land Policy. The Purchaser will be responsible for their own costs in terms of due diligence, reference plans, legal and conveyancing.

Conclusion

The subject land subsequent to a liaison process are surplus to the needs of the municipality net of lands to be retained.

The benefits in declaring the subject land surplus include releasing the City from liability and maintenance and generating potential future revenue as part of the transfer.

It is therefore recommended that the subject property be declared surplus and transferred to owner of 11 Cheapside Street in accordance with the City's Sale of Other Disposition of Land Policy

A Location Map of the subject property is shown as Appendix A.

Prepared by: Bryan Baar, Manager II, Realty Services

Submitted by: Bill Warner, Director of Realty Services

Recommended by: Anna Lisa Barbon, Deputy City Manager, Finance Supports

cc: Gary Irwin, Division Manager and Chief Surveyor, Geomatics
Sachit Tatavarti, Solicitor

File No. P-2574
February 14, 2022

Appendix A Location Map – Area to be Declared Surplus



The subject land is shaded Red



The subject land is shaded Red (Zoomed-in map)

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Licence Renewal, Infrastructure Ontario (Hydro One Corridor)

Date: February 28, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with the concurrence of the Manager, Purchasing and Supply Operations, with respect to the to the property owned by Her Majesty the Queen in Right of Ontario, as represented by the Minister of Government and Consumer Services, described as Part of Lot 7, Concession C, City of London, Geographic Township of London, as shown on Appendix A (Location Map) attached, the following actions **BE TAKEN**:

- a) the Licence Renewal Agreement, attached as Schedule “A” to Appendix C, **BE APPROVED** granting the City the use of a portion of the subject property for recreational purposes, for the sum of \$2.00, subject to the terms and conditions of the Licence Agreement, and
- b) the proposed by-law attached as Appendix C, being “A by-law to approve and authorize the Mayor and City Clerk to execute the Licence Renewal Agreement”, **BE INTRODUCED** at the Municipal Council meeting to be held on March 22, 2022.

Executive Summary

The purpose of this report is to seek approval of a Licence Renewal Agreement between Her Majesty the Queen in the Right of Ontario and the City of London for the continued use of parkland owned by Her Majesty the Queen in the Right of Ontario.

An agreement was reached in 2014 between Her Majesty the Queen in the Right of Ontario and the City to use and occupy the lands as shown on Appendix A. The Licence Agreement expired and was set to be renewed for December 2021.

Linkage to the Corporate Strategic Plan

This report aligns with the Strategic Plan’s “Building a Sustainable City” strategic area of focus by supporting the following expected results.

Improve London’s resiliency to respond to potential future challenges, build infrastructure to support future development and protect the environment, maintain or increase current levels of service and manage the infrastructure gap for all assets.

Analysis

1.0 Background Information

1.1 Purpose

This report seeks approval to execute the renewal of an existing agreement between the City and Hydro One for lands currently used for a park pathway.

2.0 Discussion and Considerations

2.1 Previous Reports Related to the Matter

None.

2.2 Background

The City of London had an agreement executed between Her Majesty the Queen in the Right of Ontario in 2014. Similar agreements have been in place for the past 25 years with previous legal entities associated with the Hydro One corridor. The land identified in this agreement has been maintained and operated by the Parks and Recreation Department for the use of a public pathway system.

The previous agreement and current renewal agreement are for nominal consideration. The renewal term is for a period of five years commencing January 1, 2022.

Appendix B - Previous fully executed agreement between Her Majesty the Queen in the Right of Ontario and the City of London forming the basis of renewal.

Schedule "A" to Appendix C - Current renewal agreement between Her Majesty the Queen in the Right of Ontario and the City of London

2.3 Property Description

The subject property is owned by Her Majesty the Queen in the Right of Ontario. The subject property is a Hydro One corridor. The agreement renewal being sought sees a parks pathway traverse the corridor connecting City owned lands on either side. The entire area subject to the agreement is approximately 4 acres a portion of which is utilized for pathways.

Roll number:	030280154000000
Owner:	HYDRO ONE NETWORKS INC
Mailing address:	ASSESSMENT AND TAXATION DEPT
	PO BOX 4300
	MARKHAM ON
	L3R 5Z5
Legal description:	HYDRO RIGHT OF WAY AND
	LONDON CON 3 PT LOT 15 RP
	33R8430 PARTS 13 14 AND 16
	PT PART 15 WESTMINSTER CON 2
	PT LOTS 17 AND 18 AND RP
Assessment land use description:	Hydro One right-of-way

2.4 Indemnity

The standard form agreement includes clauses for indemnification. Realty Services attempted to have these standard form clauses amended in discussions with representatives from Hydro One. Hydro One at present is not accepting of any alterations to their standard form agreement.

Given the nature of the indemnification language, a report for Council's approval was determined to be necessary in consultation with the City Solicitor's Office.

Realty Services also requested comment from Risk Management. Their comments are as follows:

Exposure to unlimited liability exists within the indemnification provision. The City of London will mitigate the risk through appropriate levels of maintenance, inspections, and repair and will also control losses by way of insurance. Overall, the benefits of the Licence outweigh the associated risk from the indemnification provision.

Conclusion

It is recommended that this Licence Agreement be renewed.

The agreement allows for an existing parks pathway to continue through and over Hydro One lands.

Prepared by: Bryan Baar, Manager II, Realty Services

Submitted by: Bill Warner, AACI, Papp, Director, Realty Services

Recommended by: Anna Lisa Barbon, CPA, CGA, Deputy City Manager,
Finance Supports

Appendix A – Location Map

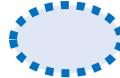
HONI File: LONDON C 632.1-501
Tenant(s): The Corporation of the City of London
Legal Description: Part of Lot 7, Concession C,
City of London, Geographic Township of London,
Licensed Area: 4.0 acres



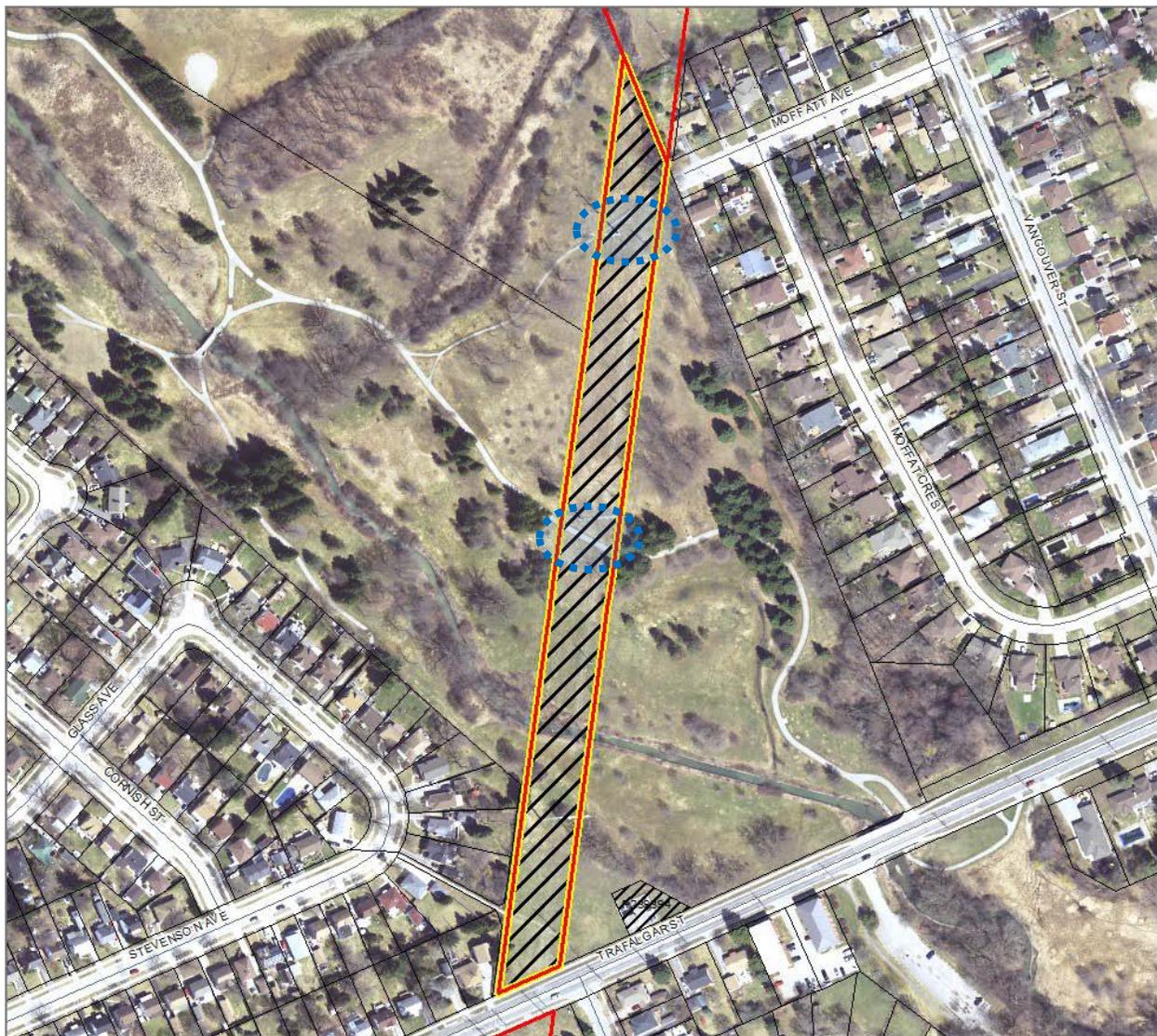
Lands Owned by Her Majesty the Queen in the Right of Ontario



Licensed Area



Pathway Crossing Area



LICENCE OF LAND FOR PUBLIC RECREATIONAL PURPOSES

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by
THE MINISTER OF INFRASTRUCTURE**

(hereinafter called the "Licensor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Licensee")

RECITALS:

Her Majesty the Queen in right of Ontario is the owner in fee simple of certain lands located in the City of London, in the County of Middlesex described as Part of Lot 7, Concession C, London Township and shown hatched on the sketch attached hereto as Schedule "A"(hereinafter referred to as the "Lands"), comprising an approximate area of 4.0 acres.

A. The Licensee acknowledges that the fee simple interest in the Lands was transferred to Her Majesty the Queen in right of Ontario pursuant to section 114.2(1) of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched. A, as amended (the "Act") , and that pursuant to section 114.5(1) of the Act, Hydro One Networks Inc., being a subsidiary of Hydro One Inc. has the right to use the Lands to operate a Transmission System or Distribution System.

B. Her Majesty the Queen in right of Ontario confirms that an authorized signing officer of Ontario Infrastructure and Lands Corporation ("OILC") has the authority to execute this Licence on behalf of Her Majesty the Queen in right of Ontario, and Her Majesty the Queen in right of Ontario and OILC are and shall be bound by all the Licensor's covenants, representations and warranties as provided herein.

C. The Licensee has offered to purchase for consideration a Licence to use the Lands for public recreational purposes only.

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Licensor and Licensee hereto agree as follows:

Definitions

1. As used in this Licence, the following terms shall have the following meanings:
 - (a) **“Authority”** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.
 - (b) **“Business Day”** means any day on which the Government of Ontario normally conducts business.
 - (c) **“Distribution System”** shall have the same meaning as defined in the Act and for the purpose of this Licence includes any part of a Distribution System located on the Lands.
 - (d) **“Environmental Contaminant”** means (i) any substance which, when it exists in a building or the water supplied to or in a building, or when it is released into a building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to a building or any part thereof, or to the natural environmental or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (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 Authority, or (iii) both (i) and (ii).
 - (e) **“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 *Environmental Assessment Act*, R.S.O. 1990, c. E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40, the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, the *Safe Drinking Water Act, 2002*, S.O.2002, c.32, and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.
 - (f) **“Licensee”** includes the successors and permitted assigns of the Licensee.

- (g) **“Licensor”** includes Her Majesty the Queen in right of Ontario, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Licensor.
- (h) **“Permittee”** means any existing or contemplated tenant, subtenant, invitee, licensee, permittee, grantee, mortgagee, security holder or other person including any competent authority.
- (i) **“Transmission System”** shall have the same meaning as defined in the Act, as amended and for the purpose of this Licence includes any part of a Transmission System located on the Lands.

Grant of Licence, Term, Fee

2. The Licensor hereby grants permission to the Licensee on a non-exclusive basis, to use the Lands for recreational purposes only, for a term of five years commencing on the 1st day of January, 2012 (hereinafter referred to as the “Term”), and subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by.
3. For the permission granted herein, the Licensee shall pay to the Licensor a fee in the sum of FIVE Canadian Dollars (\$5.00) and the taxes set out in clause 4 below (the “Fee”) as good and valuable consideration, which Fee the Licensor acknowledges it has received.
4. The Licensee shall pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, 50% of all taxes, rates or grants in lieu thereof assessed or levied against the Lands in each and every year during the Term or pay to the Licensor an amount equal to 50% of the amount of the annual taxes, rates or grants in lieu of taxes paid by the Licensor in each and every year of the Term for the Lands.
5. The Licensee shall also pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, any additional taxes, grants, rates, fees or other assessments or payments in lieu thereof that the Licensor, in its sole and absolute discretion, but acting reasonably, determines represents the reasonable allocation or assessment of such charges or levies applicable to the Lands as owned by the Licensor and used by the Licensee pursuant to this Licence for the purposes stated herein.
6. The Licensee shall pay all applicable taxes on any and all payments, if required by law.

Use of Lands

7. The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensor’s jurisdiction and control.
8. (a) The Licence is subject to the primary right of Hydro One Networks Inc. to use the Lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Act, to the subsurface easement in favour of Hydro One

Telecom Inc. and to all leases, subleases, easements, licences, permits, rights of use or occupation, secondary uses or other rights now existing or hereafter renewed or extended or entered into by the Licensor or Hydro One Networks Inc., and despite anything to the contrary, it is agreed that the Licensor and Hydro One Networks Inc. hereby reserve the unrestricted right in their sole discretion without any claim or compensation to the Licensee, to renew, extend, issue or grant such rights aforesaid on terms and conditions entirely satisfactory to the Licensor or Hydro One Networks Inc.

- (b) For the sake of clarity, and in no way limiting anything in clause 8(a), the Licensee explicitly acknowledges and agrees that Hydro One Networks Inc. has first priority to use the Lands for the purposes of transmission and/or distribution and that this Licence is subordinate to that prior and primary right of Hydro One Networks Inc.
9. The Licensee acknowledges that no representations or warranties have been made by the Licensor, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and without any representation, warranty, covenant or condition as to title, description, fitness for purpose, or use, zoning physical condition, environmental condition, soil condition, quantity or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof. The Licensee acknowledges and agrees that the Licensor shall not be required to undertake any work whatsoever with respect to the Lands.
10. The location and plans of any area or areas for the parking of motor vehicles must have the prior approval of the Licensor in writing and unless otherwise stipulated herein must not exceed 10% of the area of the Lands. Except for the parking of motor vehicles in such designated areas, all motorized vehicles and equipment other than those of the Licensee used for maintenance purposes shall be prohibited.
11. The construction or reconstruction or location of all initial and future improvements, buildings and structures and the grading and planting of trees on the Lands is subject to the prior written approval of the Licensor and Hydro One Networks Inc.

Licensee's Covenants

12. The Licensee shall, except in the case of emergency, before commencing any work authorized by this Licence or intended so to be, give to the Licensor 3 Business Days prior written notice, and in cases of emergency such previous notice as is reasonably possible, and during any construction work, repair and maintenance, the Licensor and/or Hydro One Networks Inc. may have its/their representatives present, for whose time and necessary expenses the Licensee shall pay on presentation of invoices therefor.

13. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders, that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.
14. The Licensee shall comply with the design standards of Hydro One Networks Inc., Canada Standards Association Standard C-22.3, the 'Safety Rules and Standards Protection Code' of Hydro One Networks Inc., *The Occupational Health and Safety Act*, R.S.O. 1990 and any amendments thereto and any regulations passed thereunder when using heavy equipment during any construction or maintenance.
15.
 - (a) The Licensee shall use its continuing efforts to ensure that it shall not, except as expressly permitted by this License: (i) use or permit to be used any part of the Lands for any dangerous, noxious or offensive activity; and (ii) do or bring anything or permit anything to be done or brought on or about the Lands which the Licensor may reasonably deem to be hazardous or a nuisance to any other Licensee on the Lands, if applicable, or any other persons permitted to be on the Lands.
 - (b) The Licensee shall not store, bring in or permit the presence of any Environmental Contaminant in or on the Lands except if such is required for the Licensee's use of the Lands as permitted by this License, and then only if the Licensee is in strict compliance with all laws and requirements of all relevant Authorities, including, without limitation, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws.
 - (c) If the Licensee shall bring or create upon the Lands, any Environmental Contaminant contrary to the terms of this Agreement, 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 as soon as directed to do so by any Authority, or if required to effect compliance with any Environmental Laws, or if required by the Licensor and/or Ontario Hydro Networks Inc. If any such Environmental Contaminant is not removed forthwith by the Licensee, the Licensor shall be entitled, but not required, to remove the same on the Licensee's behalf, and the Licensee shall reimburse the Licensor for the cost and expense thereof.
 - (d) In addition to and without restricting any other obligations or covenants herein, the Licensee covenants that it will:
 - (i) comply in all respects with all Environmental Laws relating to the Lands or the use thereof;
 - (ii) promptly notify the Licensor in writing of any notice by any Authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the Lands, or relating to any person on or about the Lands for whom the Licensee is in law responsible,

or any notice from any other party concerning any release or alleged release of any Environmental Contaminant from the Lands;

- (iii) promptly notify the Licensor of the existence of any Environmental Contaminant on the Lands to the extent released, deposited, placed or used upon the Lands by the Licensee or any person for whom the Licensee is responsible in law; and
 - (iv) provide the Licensor and Hydro One Networks Inc. with copies of all environmental studies and reports that it possesses or enters into respecting the Lands.
16. In addition to and without restricting any other obligations or covenants contained herein, the Licensee shall indemnify and hold the Licensor and Hydro One Networks Inc. harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client basis and consultants' fees and expenses) resulting from:
- (a) any breach of or non-compliance with the foregoing environmental covenants of the Licensee; and
 - (b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any Authority, to or against the Licensor and/or Hydro One Networks Inc., arising from the introduction of Environmental Contaminants onto, or the release of Environmental Contaminants from, the Lands by the Licensee or those for whom it is responsible in law, including any and all costs associated with air quality issues.
17. The Licensee shall not in any way use or trespass on any lands adjoining the Lands.
18. The Licensee shall not pile snow on the Lands or on any of the Lands adjoining the Lands which would result in piles exceeding two metres (6.5 ft.) in height or being closer than eight metres (26.2 ft.) from any of Hydro One Networks Inc.'s Transmission System or Distribution System. In the event of the Licensee acting in breach of this condition, the Licensor may remove any such pile, and the Licensee shall pay to the Licensor forthwith upon demand all costs of the Licensor for the removal of any such pile of snow.
19. The Licensee, at its own expense, shall remove snow and ice from any public walkway abutting or included in the Lands, if such removal is required by any municipal by-law.
20. The Licensee shall prohibit kite flying and model airplane flying and any other activities which in the opinion of the Licensor or Hydro One Networks Inc. might interfere with the safe and efficient operation of its works or Hydro One Networks Inc.'s Transmission System or Distribution System or be offensive, annoying or dangerous and at its expense shall post signs in suitable locations on the Lands stating that kite flying and model airplane flying and other activities are prohibited.

21. The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a good and substantial state of repair and in a neat and tidy condition satisfactory to the Lessor. In the event the Licensor and/or Hydro One Networks Inc., in its or their absolute discretion, consider it necessary that anti-climbing devices must be installed on its or their equipment, facilities or structures, this work shall be carried out by Hydro One Networks Inc. or its contractor(s), at the Licensee's expense and the Licensee shall pay to the Licensor forthwith upon demand all costs of the Licensor in installing any such fences or barriers.
22. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of the Licensor's Permittees, or to the Transmission System or Distribution System of Hydro One Networks Inc. now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time, and without limiting the generality of the foregoing, the Licensee shall ensure that the height of any vehicle, load or other object, including attachments, or people standing thereon near Hydro One Networks Inc.'s Transmission System or Distribution System does not exceed 4.115 m (13.5 ft.) above the existing grade.
23. In the event the Licensor considers it necessary that fences or barriers be installed or any part or parts of the perimeter of the Lands or around any of the Licensee's installations, the Licensee shall install such fences or barriers at its expense according to the specifications of the Licensor or Hydro One Networks Inc.
24. Upon termination of this Licence, the Licensee, at its own expense, shall remove any of its installations and facilities from the Lands and restore the Lands to a condition satisfactory to the Licensor, unless notified in writing by the Licensor to the contrary. If the Licensor provides such written notice to the Licensee, all improvements to the Lands shall become the property of the Licensor without costs.

Default

25. If at any time the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.
26. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of interest per annum posted and charged from time to time by the Minister of Finance, compounded monthly until paid. 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.
27. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder, the Licensor may provide written notice to the Licensee specifying the failure, and if the failure is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same

within ten (10) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the ten-day period aforesaid without any further notice.

28. In the event of any default of the Licensee in performing any work, repairs, or other obligations of Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remedying or attempting to remedy any such default.

Right to Enter or Terminate

29. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor or Hydro One Networks Inc. the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access for the Transmission System or Distribution System of Hydro One Networks Inc. or be considered dangerous or offensive by the Licensor or Hydro One Networks Inc. acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending work from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.
30. The Licensor, Hydro One Networks Inc. and anyone acting pursuant to its authority may at any time upon twenty-four hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment or the Transmission System or Distribution System of Hydro One Networks Inc. and further may construct, add, inspect, maintain, repair, alter, re-arrange, relocate and remove such new works or equipment or new Transmission System or Distribution System as the Licensor or Hydro One Networks Inc. determines necessary or desirable and the Licensor and Hydro One Networks Inc. shall not be liable for and are hereby released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.
31. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to be exercised in each instance by at least ninety (90) days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if

- (a) the Licensor considers all or any portion(s) of the Lands to be necessary or desirable from time to time for the works of the Licensor or the Licensor's Permittees or the Transmission System or Distribution System of Hydro One Networks Inc.; or (b) the Licensee, its permitted uses, works, installations, equipment, improvements, property and Permittees in any way interfere with, obstruct, limit or impede the right of Hydro One Networks Inc. to use the Lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Act, all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.
32. If the Licensor delivers notice of termination pursuant to this Licence, then all or such portion of the Lands suitable for existing or contemplated works of the Licensor or the Licensor's Permittees or for the existing or contemplated Transmission System or Distribution System of Hydro One Networks Inc. shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out in clause 31 herein. Without prejudice to the rights of the Licensor hereunder, the Licensor will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands for recreational purposes.
33. The Licensor reserves the right to terminate this Licence in its entirety if the Licensor, in its sole discretion, determines that the Lands are no longer required for the Licensor's purposes or if the Lands or any part thereof are required by any governmental authority. The Licensor shall provide the Licensee with six (6) months notice in writing and the Licensor shall not be obligated to pay the Licensee any compensation therefore subject to an adjustment in the annual Licence Fee payable hereunder.

Indemnity and Release

34. (a) All persons and property at any time on the Lands shall be at the sole risk of the Licensee, and neither the Licensor nor Hydro One Networks Inc. shall be liable for any loss, damage, or injury, including loss of life, to them or it however occurring and the Licensee releases both the Licensor and Hydro One Networks Inc. from all claims and demands in respect of any such loss, damage or injury.
- (b) The Licensee shall assume all liability and obligation for any and all loss, damage, or injury, including death, to persons or property that happens as a result of or arises out of the use and occupation of the Lands by the Licensee or members of the public and the Licensee shall at all times indemnify and save harmless the Licensor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others the Licensor is responsible for in law and Hydro One Networks Inc. and its affiliates and their respective successors, administrators, permitted assigns,

directors, officers, employees, agents, servants, representatives, appointees and all others for whom Hydro Networks Inc. is responsible in law from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith. The Licensee expressly recognizes and acknowledges that Hydro One Networks Inc. has installed and maintained or has the right to install and maintain a Transmission System or Distribution System on the Lands, and willingly assumes any and all risks associated with its proposed activities in such close proximity to such systems. Notwithstanding the above, the Licensee shall not be liable hereunder for any loss, damage or injury to the extent that it arises from the gross negligence of the Licensor or Hydro One Networks Inc.

- (c) The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Five Million (\$5,000,000.00) dollars in order to indemnify the Licensor and Hydro One Networks Inc. as provided in subsection 34(b) of this Licence. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (a) name Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and OILC and Hydro One Networks Inc. as additional insureds, (b) contain a cross liability clause, and (c) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor or Hydro One Networks Inc. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensor prior to the commencement of the Term or any extension thereof.
35. In order to induce the Licensor to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors and assigns, hereby
- (a) releases and forever discharges the Licensor and Hydro One Networks Inc. and each of their respective successors and assigns, from any and all actions, causes of action, claims and demands for damages, loss or injury, howsoever arising, which heretofore may have been and which may hereafter be sustained by the Licensee, its successors and assigns, in respect or in consequence of the termination of this Licence in whole or in part(s), as the case may be, including all damages above described as well as all damage, loss or injury not now known or anticipated but which may arise in the future and all effects and consequences thereof;
 - (b) agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under the common law or under the provisions of the *Negligence Act* and the amendments thereto from the Licensor or Hydro One Networks Inc.; and
 - (c) agrees that the Licensor and Hydro One Networks Inc. may plead this Licence as an estoppel.

Assignment

36. The Licensee may permit members of the public to use the Lands for the purposes set out in accordance with the terms hereof, but the Licensee shall not assign, transfer, sublease, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licensor, acting reasonably.

General

37. This Licence and any information or documents that are provided hereunder may 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 *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, if applicable, respectively. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents .
38. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
39. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees 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 judgment; 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.

40. Where this Licence requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally, or by pre-paid registered post or by telecopier, by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below. In the case of notice to the Licensor, to it in care of

c/o Ontario Infrastructure and Lands Corporation
Sales & Acquisitions
1 Dundas Street West, Suite 2000
Toronto, Ontario,
M5G 2L5

Attention: Patrick Grace
Director, Corridor Lands
Telephone: (416) 327-2959
Facsimile: (416) 327-3942

and, in the case of notice to the Licensee, to it in care of:

The Corporation of the City of London
300 Dufferin Avenue
London, Ontario
N7G 3H6

Attention: Bryan Baar, Manager Realty Services

Telephone: (519)661-2500 ext 5863
Facsimile: (519)661-5087

41. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.
42. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.
43. This Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Licence.

Signed by the Licensee at London this 28th day of April, 2014.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Name: Joe Fontana - Mayor

Position:

Per: _____

Name: Catharine Saunders City Clerk

Position:

I/We have authority to bind the Corporation.

Signed by the Licensor at Toronto this 7 day of July, 2014.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by, **THE MINISTER OF INFRASTRUCTURE**
as represented by, **ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

Per: _____

Name: Rita Kelly, Project Manager

Title: Corridor Lands

I have authority to bind the Corporation.

HONI File No.: London C 632.1-501

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: <u>Apr 7/2014</u>	
APPROVED AS TO FORM ONLY	

APPENDIX C

Bill No.

By-law No.

A by-law to approve and authorize the Mayor and City Clerk to execute the Licence Renewal Agreement.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Licence Renewal Agreement (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreement on behalf of the City;

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

The Agreement attached as Schedule "A" to this by-law, being a Licence Renewal Agreement is hereby authorized and approved.

The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 of this by-law.

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

PASSED in Open Council on

Ed Holder, Mayor

Michael Schulthess, City Clerk

First Reading -
Second Reading
Third Reading -

SCHEDULE "A"

HYDRO CORRIDOR Licence Renewal (rec.) March 2021

LICENCE RENEWAL AGREEMENT – (RECREATIONAL)

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES**

(hereinafter called the "Licensor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Licensee")

WHEREAS:

- A. Ontario Infrastructure and Lands Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by The Minister of Infrastructure (previously the Minister of Economic Development, Employment and Infrastructure) now the Minister of Government and Consumer Services entered into a Licence Agreement with the Licensee, dated July 11, 2014 (the "Licence Agreement"), regarding certain lands located in the City of London, in the County of Middlesex, described as Part of Lot 7, Concession C, comprising an area of approximately 4.0 acres, (the "Licence Lands") for public recreational purposes only;
- B. The Minister of Government and Consumer Services is responsible for certain aspects of government real property pursuant to the *Ministry of Infrastructure Act*, S.O. 2011, c. 9, Sched 27;
- C. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Minister of Government and Consumer Services with authority to act in respect of the Licence Agreement.

IN CONSIDERATION of the mutual covenants hereinafter set forth and the sum of two dollars (\$2.00) paid by the Licensee to the Licensor, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

- 1. The Licence Agreement is hereby renewed, subject to the terms set out below.
- 2. "Licensor" shall mean Ontario Infrastructure and Lands Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services.
- 3. The Term of the Licence Agreement shall be five (5) years, commencing on the 1st day of January, 2022.

HONI File #: LONDON C 632.1-501

4. The Licensee shall pay to the Licensor an amount equal to Fifty percent (50%) of the annual realty taxes or grants and/or payments in lieu thereof payable with respect to the Licence Lands, as owned by the Licensor and used by the Licensee pursuant to the Licence Agreement for the purposes stated herein.
5. The Licensor's address for service of notice pursuant to the notice section of the Licence Agreement and other related particulars are amended as follows:

Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West, Suite 2000
Toronto, Ontario
M5G 1Z3

Attention: Director, Hydro Land Transactions
Telephone: (437) 537-5511
Facsimile: (416) 327-3942

With a copy to:

Attention: Director, Legal Services (Real Estate)
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Facsimile: 416-327-3376

6. All terms which are defined in the Licence Agreement shall have the same meaning when used in this Licence Renewal Agreement unless they are amended herein.
7. Except as they may be amended by this Licence Renewal Agreement, all of the terms and conditions of the Licence Agreement shall apply to the renewed Term and shall be binding upon and enure to the benefit of the Licensor and the Licensee.
8. This Licence Renewal Agreement may be offered and accepted by electronic or facsimile transmission and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format of an executed counterpart is as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect.
9. The Licensee acknowledges that this Agreement and any related information, documents and/or Data (as defined in the Open Data Directive) may be released pursuant to the *Freedom of Information and Protection of Privacy Act (Ontario)* or the Open Data Directive issued under the *Management Board of Cabinet Act (Ontario)*, as each may be amended or replaced from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Licence Renewal Agreement.

Signed by the Licensee at _____ this _____ day of _____ 2021.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

Signed by the Licensor at _____ 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

HONI File #: LONDON C 632.1-501

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Michael Schulthess, City Clerk
Subject: Election Sign By-law Update
Date: February 28, 2022

Recommendation

That, on the recommendation of the City Clerk, the attached proposed by-law (Appendix “C”) BE INTRODUCED at the Municipal Council meeting to be held on March 22, 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.

Analysis

1.0 Background Information

1.1 Background Reports

Corporate Services Committee – January 10, 2017 – Proposed Election Sign By-law
Corporate Services Committee – September 12, 2017 – Proposed Election Sign By-law
Corporate Services Committee – October 24, 2017 – Proposed Election Sign By-law
Corporate Services Committee – November 7, 2017 – Proposed Election Sign By-law for a municipal election.
Corporate Services Committee – January 10, 2022 – Election Sign By-law Update

2.0 Discussion and Considerations

2.1 Election Sign By-law Review

The Civic Administration has undertaken a review of the City’s Election Sign By-law with an analysis of service requests and enforcement data from the past four years. The proposed amendments to the by-law provided below are derived from updates to legislation, enforcement data, as well as public feedback obtained from an online survey available for the month of October 2021.

A draft Election Sign By-law was presented at the January 10, 2022 meeting of the Corporate Services Committee. That draft by-law addressed service requests and by-law complaints from the 2018 Municipal Election. The most common complaints are related to the length of time election signs were posted, proximity of election signs to intersections, and election signs interfering with sight lines. The following changes were incorporated into the draft by-law to address those complaints:

- requires election signs to be placed a minimum of 5 metres from the roadway;
- restricts election signs to a maximum height of 0.9 metres measured from the ground when placed within 5 to 8 metres of the roadway;
- requires election signs to be removed 72 hours after Voting Day;
- requires election signs for the same candidate to be a minimum of 20 metres apart;
- includes definitions for third party advertisement and registered third party;
- provides necessary clarification for the definitions of election sign, campaign office, billboard election sign, public property, and owner;
- clearly defines election sign restrictions on public properties; and
- expands the City Clerk’s authority to make regulations with respect to the removal and retrieval of election signs under the by-law.

The Municipal Council, at its session held on January 25, 2022 resolved:

“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 3metres (section 4.5 b);
- b) maintaining the current removal period at 96hrs (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 height restriction at the 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);
- f) change the election sign permission to be placed no earlier than 1 week prior to nomination day for nominated candidates;
- g) 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.”

2.2 City Clerk’s Office Impact Assessment and Comparator Review

To assist the Municipal Council in its final decision making, the City Clerk’s Office collected information from other municipalities regarding the time period election signs can be placed prior to Voting Day, as well as the required removal period for election signs after Voting Day. The findings are attached as Appendix “A” to this report. Contained in the comparator review are the three largest Ontario municipalities in terms of both population and land size (Ottawa, Toronto and Sudbury) as well as southwestern Ontario municipalities in close proximity to London (Sarnia, Guelph, Middlesex Centre, Milton, Brantford, Cambridge, Chatham-Kent, Hamilton¹ and Kitchener).

Generally, with one exception, the earliest permitted placement time for municipal election signs on public property was Nomination Day. For the purposes of the 2022 Municipal Election, this would be August 19, 2022.

The shortest permitted placement time for election signs was 25 days prior to Voting Day (Toronto) which, for the purposes of the 2022 Municipal Election, would be Thursday, September 29, 2022.

2.3 Transportation and Mobility Impact Assessment

At the Municipal Council’s request, Transportation and Mobility explored providing information related to the impacts of the proposed changes. Specifically, the impacts of restricting elections signs within 5 metres of the roadway (edge of the road) and restricting sign height to 0.9 metres when an election sign is placed 5 to 8 metres of the roadway (edge of the road) was reviewed. It was determined that to provide an accurate assessment that a manual review of street by street to determine where signs could be placed would be required. Transportation and Mobility does not have the resources currently to complete the assessment within the required timelines. Based on this, Transportation and Mobility indicates their support for maintaining the current 3 metre setback and sign height restrictions.

2.4 Proposed Changes

Based on the most recent direction from Municipal Council, the attached proposed revised by-law (Appendix “C”) has been prepared in consultation with Transportation and Mobility and By-law Enforcement. For your convenience, a draft by-law with

¹ Hamilton’s Election Sign By-law is currently under review.

marked changes is attached as Appendix “B”. The revised draft by-law provides for the following:

1. Amended section 2.4 of to permit election signs on the property where the Campaign Office is situated without being physically attached to the building.
2. Amended section 4.5 (i) to be 100 metres between election signs of the same candidate.
3. Amended section 3.2 (a) to permit election signs to be placed one week prior to Nomination Day.

3.0 Financial Impact

Currently, there is no fee to place election signs in the City of London, nor is there a specific non-compliance fee for signs that contravene the by-law, however, every person who contravenes any provision of the election sign By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33.

Conclusion

One of the goals in the City of London Strategic Plan is to increase efficiency and effectiveness of service delivery by promoting and strengthening continuous improvement practices. The proposed refinements to the Election Sign By-law will help to address resident concerns, provide necessary clarity to important information and enable the Civic Administration to administer the by-law provisions in a fair and consistent manner.

Prepared by: Jeannie Raycroft, Manager, Licensing and Elections
Submitted by: Sarah Corman, Deputy City Clerk
Recommended by: Michael Schulthess, City Clerk

- c. **Shane Maguire, Division Manager – Roadway Lighting and Traffic Control**
Heather Chapman, Manager, Community Compliance and Animal Welfare Services

Appendix “A”

Municipality Comparator Review

Municipality	When can signs be placed for a municipal election?	When must signs be removed?	Number of Days Sign is Allowed to be Posted
Ottawa	60 days prior to Election Day (private property) 30 days prior to election day (public property)	All election signs must be removed 48 hours after Voting Day	Private property: 62 days Public Property: 32 days
Sudbury	Day after Nomination Day	Within 48 hours after Voting Day	68 days total
Toronto	25 days prior to Voting Day	In all cases, election signs must be removed within 72 hours after the end of voting on Election Day	29 days total
Sarnia	Once Candidate files their nomination papers	Must be removed one week (7 days) after Voting Day	First day nomination (May 2-October 31): up to 183 days total
Guelph	45 days prior to Voting Day or the Issuance of the Writ	Every Owner shall remove all the Owner’s Election Signs within 72 hours immediately following 11:59 p.m. of the day of the election	51 days total
Middlesex Centre	60 days prior to Voting Day	Must be removed within 24 hours of an election	62 days total
Hamilton * proposed	28 days prior to Voting Day	72 hours after 11:59 on Voting Day	32 days total
Cambridge	45 days prior to Voting Day	72 hours after Voting Day	49 days total
Milton	45 days prior to Voting Day	72 hours after Voting Day	49 days total
Brantford	Close of Nominations	The latest date and time on which election signage may be removed is 16:30 hours on the 3rd day following Election Day	70 days total
Kitchener	45 days before the election	72 hours after Voting Day	49 days total
City of London	One Week prior to Nomination Day (August 12, 2022)	96 hours after Voting Day	78 days total

APPENDIX “B”

Bill No.

By-law No. E.-

A by-law to repeal By-law No. E.- 185-537 being the “Election Sign By-law”, and to enact a new “Election Sign By-law”.

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

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

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a by-law may regulate or prohibit respecting the matter, require persons to do things respecting the matter, and provide for a system of licences respecting the matter;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 7. Services and things that the municipality is authorized to provide under subsection (1); 8. Protection of persons and property, including consumer protection; 10. Structures, including fences and signs;

AND WHEREAS section 23.2 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this by-law to the City Clerk, including without limitation the power to prescribe procedures for the retrieval and/or destruction of Election Signs removed under this by-law are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

AND WHEREAS section 63 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that a by-law may prohibit or regulate the placing or standing of an object on or near a highway, and may provide for the removal and impounding or restraining and immobilizing of any object placed or standing on or near a highway;

AND WHEREAS section 425 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, establishes that any person who contravenes any by-law of The Corporation of the City of London is guilty of an offence;

AND WHEREAS section 445 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality may make an order requiring a person who has contravened a by-law or who caused or permitted the contravention, or the owner or occupier of land on which the contravention occurred to do work to correct the contravention;

APPENDIX “B”

AND WHEREAS section 446 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense, and that the municipality may recover the costs of doing a matter or thing by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

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

1. DEFINITIONS

1.1 In this By-law:

“**Billboard**” means an outdoor sign erected and maintained by a person responsible for a business, firm, or corporation, or business engaged in the sale or rental of the space on the billboard to a Candidate or Registered Third Party for the purposes of advertising, promoting, opposing, or taking a position with respect to

- (i) any Candidate or political party in an election under the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996*;
- (ii) an issue associated with a person or political party in an election under the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996*; or
- (iii) a question, law or by-law submitted to the electors under the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996*;

~~to a clientele, upon which space is displayed copy that advertises goods, products, or services not necessarily sold or offered on the property where the sign is located, and the sign is either single faced or double faced;~~

“**Boulevard**” means that portion of every Street which is not used as a Sidewalk, driveway access, travelled Roadway or shoulder;

“**Campaign Office**” means one building or structure, or part of one building or structure, used by a Candidate or Registered Third Party to conduct an election campaign;

“**Candidate**” means

- (i) a Candidate within the meaning of the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996* as amended; and
- (ii) shall be deemed to include a person seeking to influence other persons to vote for or against any question or by-law to the electors under section 8 of the *Municipal Elections Act, 1996 as amended*;

“**City**” means The Corporation of the City of London;

“**City Clerk**” means the City Clerk of the City or a person delegated by them for the purpose of this By-law;

“**Crosswalk**” means

- (i) that part of a Street at an intersection that is included within the connections of the lateral lines of the Sidewalks on opposite sides of the Street measured from the curbs, or in the absence of curbs from the edges of the Roadway; or
- (ii) any portion of a Roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs, school crossing signs (as per the Ontario Traffic

APPENDIX “B”

Manual – Book 5 Regulatory Signs) or by lines or other markings on the surface thereof; and

(iii) shall include pedestrian crossovers;

“Election Sign” means any sign, including posters, promoting, opposing or taking a position with respect to:

(i) any Candidate or political party in an election under the Canada Elections Act, the Election Act (Ontario) or the *Municipal Elections Act, 1996*;

(ii) an issue associated with a person or political party in an election under the *Canada Elections Act, the Election Act (Ontario)* or the *Municipal Elections Act, 1996*; or

(iii) a question, law or by-law submitted to the electors under the *Canada Elections Act, the Election Act (Ontario)* or the *Municipal Elections Act, 1996*;

For the purposes of clarification, “Election Sign” includes “Billboard Election Sign”

“Electoral District” means a geographic area represented by a Member of Municipal Council, Member of School Board, Member of Provincial Parliament in the Legislative Assembly of Ontario, and Member of Federal Parliament in the House of Commons.

“Enforcement Officer” means a Municipal Law Enforcement Officer appointed by the Municipal Council of the City;

“Median Strip” means the portion of a Street so constructed as to separate traffic travelling in one direction from traffic travelling in the opposite direction by a physical barrier or a raised or depressed paved or unpaved separation area that is not intended to allow crossing vehicular movement and includes a central island in a roundabout;

“Nomination Day” means the deadline to file a nomination with the City Clerk under the *Municipal Elections Act, 1996* as amended;

“Owner” means any person who is in control of the Election Sign; any person who benefits from the message on the Election Sign; or any person who has Placed or permitted to be Placed the Election Sign. For the purposes of this By-law there may be more than one Owner of an Election Sign;~~means the registered Owner of the property on which an Election Sign is Placed; any person described on or whose name, image, address or telephone number appears on the Election Sign; any person who is in control of the Election Sign; any person who benefits from the message on the Election Sign; or any person who has Placed or permitted to be Placed the Election Sign; and for the purposes of this By-law there may be more than one Owner of an Election Sign;~~

“Park” means land and land covered by water and all portions thereof under the control or management or joint management of the City, that is or hereafter may be established, dedicated, set apart, or made available for use as public open space, including a natural park area and an environmentally significant area as defined in this by-law, including any buildings, structures, facilities, erections and improvements located in or on such land;

“Place” means attach, install, erect, build, construct, reconstruct, move, display or affix;

“Property” means property as defined by the Land Titles Act, 1990.

“Public Property” means property owned by or under the control of the City, including a Park, or any of its agencies, local boards, commissions or corporations but, for the purposes of this by-law, does not include a Street. Public Property shall be deemed to include public utilities facilities, and shall also be deemed to include, benches, municipal garbage containers or other structures located on a Street.~~means real-property owned by or under the control of the City, including a Park, or any of its agencies, local boards,~~

APPENDIX “B”

~~commissions or corporations but, for the purposes of this by-law, does not include a Street;~~

“Registered Third Party” means any individual, corporation or trade union registered in accordance with Section 88.6 of the Municipal Elections Act, 1996

“**Roadway**” means the part of a Street that is improved, designed or ordinarily used for vehicular traffic and includes a shoulder;

“**Sidewalk**” means any municipal walkway, or that portion of a Street between the Roadway and the adjacent property line, primarily intended for the use of pedestrians;

“**Sign Area**” means the area of one side of a sign where copy can be placed;

“**Sign Height**” means the vertical height of a sign from the lowest point of finished grade to the highest part of the sign;

“**Street**” means a highway, road allowance, street, avenue, parkway, driveway, lane, square, place, bridge, viaduct, trestle or other public way under the jurisdiction of the City of London and this term includes all road works and appurtenant to municipal land;

“**Utility**” means water, sewer, artificial or natural gas, petrochemical, electrical power or energy, steam or hot/chilled water, and telecommunication networks, and includes the works, structures, buildings and appurtenances necessarily incidental to the supplying of such services;

“**Voting Place**” means a place where electors cast their ballots and:

(i) when a Voting Place is located on Public Property, includes any Street abutting; or

(ii) when a Voting Place is located on private property, includes any Street abutting.

“**Writ of Election**” means the date as defined in the Canada Elections Act and the Elections Act (Ontario).

2. GENERAL PROHIBITIONS

2.1 No person shall Place or permit to be Placed an Election Sign except in accordance with this by-law.

2.2 No person shall Place or permit to be Placed an Election Sign without permission of the owner of the Property.

2.~~3~~ No person shall Place or permit to be Placed an Election Sign that:

(a) is illuminated;

(b) has a Sign Area of more than 6 square metres;

(c) interferes with the safe operation of vehicular traffic or the safety of pedestrians; or

(d) impedes or obstructs the City’s maintenance operations; or

(e) does not identify who is responsible for the messaging.-

2.~~4~~ Subsections 2.2 (a) and (b) do not apply to an Election Sign promoting a Candidate on a Campaign Office or a Billboard. Subsections 2.3 (a) and (b) do not apply to an Election Sign promoting a Candidate on the Property on which the Campaign

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Office sits provided the written consent of the owner of the Property is obtained and furnished to an Enforcement Officer upon demand.

~~2.54 No person shall Place or permit to be Placed an Election Sign on or in a Voting Place on any Advance Vote Day or Voting Day. No person shall Place or permit to be placed an Election Sign outside of the Electoral District where the Candidate is running for office.~~

~~2.5 Section 2.4 does not apply to an Election Sign within 50 metres of any Electoral District that is adjacent to the Electoral District where the Candidate is running for office.~~

~~2.6 No person shall Place or permit to be Placed an Election Sign on or in a Voting Place.~~

2.65 No person shall display on any Election Sign a logo, trademark or official mark, in whole or in part, owned or licensed by the City.

3. TIMING

3.1 No person shall Place or permit to be Placed an Election Sign for a federal or provincial election or by-election earlier than the day the Writ of Election or by- election is issued.

3.2 No person shall Place or permit to be Placed an Election Sign for a municipal election, except an Election Sign which is Placed on a Campaign Office or on the Property on which the Campaign Office sits provided the written consent of the owner of the Property is obtained and furnished to an Enforcement Officer upon demand:

(a) earlier than one week prior to Nomination Day in the year of a regular election; or

(b) earlier than Nomination Day for a by-election.

3.3 No person shall Place or permit to be Placed an Election Sign for a municipal election on a Campaign Office earlier than the day that Candidate or Registered Third party has filed their nomination or registration with the City Clerk.

3.4 No Owner shall fail to remove their Election Sign after the expiry of 96 hours immediately following 11:59 p.m. of the day of the election.

4. ELECTION SIGNS ON PUBLIC PROPERTY PLACEMENT

4.1 No person shall Place or permit to be Placed an Election Sign on Public Property.

4.2 No person shall Place or permit to be Placed an Election Sign in a Park.

~~4.3 No person shall Place or permit to be Placed an Election Sign on a Street outside of the Electoral District where the Candidate is running for office.~~

~~4.4 Section 4.3 does not apply to an Election Sign within 50 metres of any Electoral District that is adjacent to the Electoral District where the Candidate is running for office.~~

4.53 No person shall Place or permit to be Placed an Election Sign:

(a) in a Roadway;

(b) within 3 metres of a Roadway;

(c) between a Roadway and a Sidewalk;

(d) that impedes or obstructs the passage of pedestrians on a Sidewalk;

APPENDIX “B”

- (e) in a Median Strip;
- (f) less than 3 metres from a Crosswalk;
- (g) on a tree, or a fence, or a wall, or a gate, or a utility pole located on Public Property or a Street;
- (h) in a Boulevard that abuts a Park;
- (i) on a Street within 100~~40~~ metres of another Election Sign of the same Candidate.

4.~~64~~ No person shall Place or permit to be Placed an Election Sign that has a Sign Height:

- (a) of more than 1.8 metres when Placed within 3 to 8 metres of the Roadway;
- (b) of more than 4 metres when Placed beyond 8 metres of the Roadway.

~~4.75 Notwithstanding subsection 4.6 (b), on Highbury Avenue from Hamilton Road to Wilton Grove Road and Veteran’s Memorial Parkway from Clarke Road to Wilton Grove Road, no person shall Place or permit to be Placed an Election Sign within 10 metres from the Roadway. Notwithstanding subsection 4.4 (b), on Highbury Avenue from Hamilton Road to Wilton Grove Road and Veteran’s Memorial Parkway from Huron Street to Wilton Grove Road, no person shall Place or permit to be Placed an Election Sign within 10 metres from the Roadway.~~

4.~~86~~ No person shall injure or foul a Street or permit the injuring or fouling of a Street when Placing an Election Sign.

4.~~97~~ No person shall injure or foul public structures or permit the injuring or fouling of public structures on a Street when Placing an Election Sign.

4.~~108~~ No person shall injure or foul a Utility or permit the injuring or fouling of a Utility when Placing an Election Sign.

5. REMOVAL AND RETURN OF ELECTION SIGNS – POWERS OF THE CITY CLERK AND/OR ENFORCEMENT OFFICER

5.1 The City Clerk and/or an Enforcement Officer may remove any Election Sign erected in contravention of this by-law without notice.

5.2 The City Clerk and/or an Enforcement Officer may destroy any Election Signs which have been removed and not claimed and retrieved by the Candidate, persons, or Owner within the time period as prescribed by the City Clerk.

5.3 The City Clerk may make regulations under this by-law prescribing the rules and procedures for the removal, retrieval and destruction of Election Signs ~~removed under sections 5.1 and 5.2~~ including, without limitation, the form of and any information required to be provided to the City Clerk and/or an Enforcement Officer to authorize the release of an Election Sign, dates on or by which an Election Sign may be retrieved or destroyed, and the manner in which notice may be given to an Owner relating to the retrieval and destruction of an Election Sign.

6. ADMINISTRATION

6.1 The administration of this by-law is delegated to the City Clerk.

7. ENFORCEMENT

7.1 This by-law may be enforced by the City Clerk or an Enforcement Officer.

APPENDIX “B”

8. OFFENCE AND PENALTY

8.1 Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33.

9. SHORT TITLE OF BY-LAW

9.1 This by-law may be referred to as the “Election Sign By-law”.

10. FORCE AND EFFECT

10.1 By-law No. ~~E.-185-537E.-180-305~~, being the “Election ~~Campaign~~-Sign By-law” and all amendments to such by-law are hereby repealed.

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

PASSED in Open Council on

Mayor

Michael
Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

APPENDIX “C”

Bill No.

By-law No. E.-

A by-law to repeal By-law No. E.- 185-537 being the “Election Sign By-law”, and to enact a new “Election Sign By-law”.

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

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

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a by-law may regulate or prohibit respecting the matter, require persons to do things respecting the matter, and provide for a system of licences respecting the matter;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 7. Services and things that the municipality is authorized to provide under subsection (1); 8. Protection of persons and property, including consumer protection; 10. Structures, including fences and signs;

AND WHEREAS section 23.2 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this by-law to the City Clerk, including without limitation the power to prescribe procedures for the retrieval and/or destruction of Election Signs removed under this by-law are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended;

AND WHEREAS section 63 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides that a by-law may prohibit or regulate the placing or standing of an object on or near a highway, and may provide for the removal and impounding or restraining and immobilizing of any object placed or standing on or near a highway;

AND WHEREAS section 425 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, establishes that any person who contravenes any by-law of The Corporation of the City of London is guilty of an offence;

AND WHEREAS section 445 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that a municipality may make an order requiring a person who has contravened a by-law or who caused or permitted the contravention, or the owner or occupier of land on which the contravention occurred to do work to correct the contravention;

APPENDIX “C”

AND WHEREAS section 446 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense, and that the municipality may recover the costs of doing a matter or thing by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

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

1. DEFINITIONS

1.1 In this By-law:

“**Billboard**” means an outdoor sign erected and maintained by a person responsible for a business, or corporation engaged in the sale or rental of the space on the billboard to a Candidate or Registered Third Party for the purposes of advertising, promoting, opposing, or taking a position with respect to

- (i) any Candidate or political party in an election under the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996*;
- (ii) an issue associated with a person or political party in an election under the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996*; or
- (iii) a question, law or by-law submitted to the electors under the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996*;

“**Boulevard**” means that portion of every Street which is not used as a Sidewalk, driveway access, travelled Roadway or shoulder;

“**Campaign Office**” means one building or structure, or part of one building or structure, used by a Candidate or Registered Third Party to conduct an election campaign;

“**Candidate**” means

- (i) a Candidate within the meaning of the *Canada Elections Act*, the *Election Act (Ontario)* or the *Municipal Elections Act, 1996* as amended; and
- (ii) shall be deemed to include a person seeking to influence other persons to vote for or against any question or by-law to the electors under section 8 of the *Municipal Elections Act, 1996* as amended;

“**City**” means The Corporation of the City of London;

“**City Clerk**” means the City Clerk of the City or a person delegated by them for the purpose of this By-law;

“**Crosswalk**” means

- (i) that part of a Street at an intersection that is included within the connections of the lateral lines of the Sidewalks on opposite sides of the Street measured from the curbs, or in the absence of curbs from the edges of the Roadway; or
- (ii) any portion of a Roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs, school crossing signs (as per the Ontario Traffic Manual – Book 5 Regulatory Signs) or by lines or other markings on the surface thereof; and
- (iii) shall include pedestrian crossovers;

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“**Election Sign**” means any sign, including posters, promoting, opposing or taking a position with respect to:

(i) any Candidate or political party in an election under the Canada Elections Act, the Election Act (Ontario) or the *Municipal Elections Act, 1996*;

(ii) an issue associated with a person or political party in an election under the *Canada Elections Act, the Election Act (Ontario)* or the *Municipal Elections Act, 1996*; or

(iii) a question, law or by-law submitted to the electors under the *Canada Elections Act, the Election Act (Ontario)* or the *Municipal Elections Act, 1996*;

For the purposes of clarification, “Election Sign” includes “Billboard Election Sign”

“**Electoral District**” means a geographic area represented by a Member of Municipal Council, Member of School Board, Member of Provincial Parliament in the Legislative Assembly of Ontario, and Member of Federal Parliament in the House of Commons.

“**Enforcement Officer**” means a Municipal Law Enforcement Officer appointed by the Municipal Council of the City;

“**Median Strip**” means the portion of a Street so constructed as to separate traffic travelling in one direction from traffic travelling in the opposite direction by a physical barrier or a raised or depressed paved or unpaved separation area that is not intended to allow crossing vehicular movement and includes a central island in a roundabout;

“**Nomination Day**” means the deadline to file a nomination with the City Clerk under the *Municipal Elections Act, 1996* as amended;

“**Owner**” means any person who is in control of the Election Sign; any person who benefits from the message on the Election Sign; or any person who has Placed or permitted to be Placed the Election Sign. For the purposes of this By-law there may be more than one Owner of an Election Sign;;

“**Park**” means land and land covered by water and all portions thereof under the control or management or joint management of the City, that is or hereafter may be established, dedicated, set apart, or made available for use as public open space, including a natural park area and an environmentally significant area as defined in this by-law, including any buildings, structures, facilities, erections and improvements located in or on such land;

“**Place**” means attach, install, erect, build, construct, reconstruct, move, display or affix;

“**Property**” means property as defined by the Land Titles Act, 1990.

“**Public Property**” means property owned by or under the control of the City, including a Park, or any of its agencies, local boards, commissions or corporations but, for the purposes of this by-law, does not include a Street. Public Property shall be deemed to include public utilities facilities, and shall also be deemed to include, benches, municipal garbage containers or other structures located on a Street.

“**Registered Third Party**” means any individual, corporation or trade union registered in accordance with Section 88.6 of the *Municipal Elections Act, 1996*

“**Roadway**” means the part of a Street that is improved, designed or ordinarily used for vehicular traffic and includes a shoulder;

“**Sidewalk**” means any municipal walkway, or that portion of a Street between the Roadway and the adjacent property line, primarily intended for the use of pedestrians;

“**Sign Area**” means the area of one side of a sign where copy can be placed;

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“**Sign Height**” means the vertical height of a sign from the lowest point of finished grade to the highest part of the sign;

“**Street**” means a highway, road allowance, street, avenue, parkway, driveway, lane, square, place, bridge, viaduct, trestle or other public way under the jurisdiction of the City of London and this term includes all road works and appurtenant to municipal land;

“**Utility**” means water, sewer, artificial or natural gas, petrochemical, electrical power or energy, steam or hot/chilled water, and telecommunication networks, and includes the works, structures, buildings and appurtenances necessarily incidental to the supplying of such services;

“**Voting Place**” means a place where electors cast their ballots and:

(i) when a Voting Place is located on Public Property, includes any Street abutting; or

(ii) when a Voting Place is located on private property, includes any Street abutting.

“**Writ of Election**” means the date as defined in the Canada Elections Act and the Elections Act (Ontario).

2. GENERAL PROHIBITIONS

2.1 No person shall Place or permit to be Placed an Election Sign except in accordance with this by-law.

2.2 No person shall Place or permit to be Placed an Election Sign without permission of the owner of the Property.

2.3 No person shall Place or permit to be Placed an Election Sign that:

(a) is illuminated;

(b) has a Sign Area of more than 6 square metres;

(c) interferes with the safe operation of vehicular traffic or the safety of pedestrians; or

(d) impedes or obstructs the City’s maintenance operations; or

(e) does not identify who is responsible for the messaging.

2.4 Subsections 2.3 (a) and (b) do not apply to an Election Sign promoting a Candidate on the Property on which the Campaign Office sits provided the written consent of the owner of the Property is obtained and furnished to an Enforcement Officer upon demand.

2.5 No person shall Place or permit to be Placed an Election Sign on or in a Voting Place on any Advance Vote Day or Voting Day.

2.6 No person shall display on any Election Sign a logo, trademark or official mark, in whole or in part, owned or licensed by the City.

3. TIMING

3.1 No person shall Place or permit to be Placed an Election Sign for a federal or provincial election or by-election earlier than the day the Writ of Election or by- election is issued.

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3.2 No person shall Place or permit to be Placed an Election Sign for a municipal election, except an Election Sign which is Placed on a Campaign Office or on the Property on which the Campaign Office sits provided the written consent of the owner of the Property is obtained and furnished to an Enforcement Officer upon demand:

(a) earlier than one week prior to Nomination Day in the year of a regular election; or

(b) earlier than Nomination Day for a by-election.

3.3 No person shall Place or permit to be Placed an Election Sign for a municipal election on a Campaign Office earlier than the day that Candidate or Registered Third party has filed their nomination or registration with the City Clerk.

3.4 No Owner shall fail to remove their Election Sign after the expiry of 96 hours immediately following 11:59 p.m. of the day of the election.

4. ELECTION SIGN PLACEMENT

4.1 No person shall Place or permit to be Placed an Election Sign on Public Property.

4.2 No person shall Place or permit to be Placed an Election Sign in a Park.

4.3 No person shall Place or permit to be Placed an Election Sign on a Street outside of the Electoral District where the Candidate is running for office.

4.4 Section 4.3 does not apply to an Election Sign within 50 metres of any Electoral District that is adjacent to the Electoral District where the Candidate is running for office.

4.5 No person shall Place or permit to be Placed an Election Sign:

(a) in a Roadway;

(b) within 3 metres of a Roadway;

(c) between a Roadway and a Sidewalk;

(d) that impedes or obstructs the passage of pedestrians on a Sidewalk;

(e) in a Median Strip;

(f) less than 3 metres from a Crosswalk;

(g) on a tree, or a fence, or a wall, or a gate, or a utility pole located on Public Property or a Street;

(h) in a Boulevard that abuts a Park;

(i) on a Street within 100 metres of another Election Sign of the same Candidate.

4.6 No person shall Place or permit to be Placed an Election Sign that has a Sign Height:

(a) of more than 1.8 metres when Placed within 3 to 8 metres of the Roadway;

(b) of more than 4 metres when Placed beyond 8 metres of the Roadway.

4.7 Notwithstanding subsection 4.6 (b), on Highbury Avenue from Hamilton Road to Wilton Grove Road and Veteran’s Memorial Parkway from Clarke Road to Wilton Grove Road, no person shall Place or permit to be Placed an Election Sign within 10 metres from the Roadway.

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4.8 No person shall injure or foul a Street or permit the injuring or fouling of a Street when Placing an Election Sign.

4.9 No person shall injure or foul public structures or permit the injuring or fouling of public structures on a Street when Placing an Election Sign.

4.10 No person shall injure or foul a Utility or permit the injuring or fouling of a Utility when Placing an Election Sign.

5. REMOVAL AND RETURN OF ELECTION SIGNS – POWERS OF THE CITY CLERK AND/OR ENFORCEMENT OFFICER

5.1 The City Clerk and/or an Enforcement Officer may remove any Election Sign erected in contravention of this by-law without notice.

5.2 The City Clerk and/or an Enforcement Officer may destroy any Election Signs which have been removed and not claimed and retrieved by the Candidate, persons, or Owner within the time period as prescribed by the City Clerk.

5.3 The City Clerk may make regulations under this by-law prescribing the rules and procedures for the removal, retrieval and destruction of Election Signs including, without limitation, the form of and any information required to be provided to the City Clerk and/or an Enforcement Officer to authorize the release of an Election Sign, dates on or by which an Election Sign may be retrieved or destroyed, and the manner in which notice may be given to an Owner relating to the retrieval and destruction of an Election Sign.

6. ADMINISTRATION

6.1 The administration of this by-law is delegated to the City Clerk.

7. ENFORCEMENT

7.1 This by-law may be enforced by the City Clerk or an Enforcement Officer.

8. OFFENCE AND PENALTY

8.1 Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33.

9. SHORT TITLE OF BY-LAW

9.1 This by-law may be referred to as the “Election Sign By-law”.

10. FORCE AND EFFECT

10.1 By-law No. E.-185-537, being the “Election Sign By-law” and all amendments to such by-law are hereby repealed.

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

PASSED in Open Council on

Mayor

Michael
Schulthess
City Clerk

First Reading –

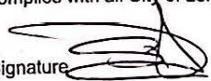
APPENDIX "C"

Second Reading –
Third Reading –

Proclamation Request Form

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

Request details

Name of Organization GURU NANAK MISSION SOCIETY, LONDON ON
Date Proclamation Required APRIL 1, 2022 - APRIL 30, 2022
Proclamation Name SIKH HERITAGE MONTH
Proclamation Type (day, week or month) MONTH
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) NON-PROFIT ORGANIZATION
Requester Name SARVARINDER SINGH DOKIL
Requester Telephone Number
Requester Email Address
Requester Address KETTLERIDGE ST, LONDON ON N6H0E7
Provide details of your Organization's Connection to London - FREE MEAL DRIVE EVERY WEEK - BLOOD DONATION DRIVE TWICE A YEAR - FREE PIZZA DRIVE EVERY YEAR
Required Supporting Documents <ul style="list-style-type: none">• Detail information on the Organization• Detail information on the Event• Confirmation of authorization from the Organization to submit the request
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  Date FEB 7, 2022
NOTICE OF COLLECTION OF PERSONAL INFORMATION Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunders@london.ca

GURU NANAK MISSION SOCIETY, LONDON ON |

951 Kettleridge Street, London, ON N6H 0E7 1-888-740-1313
gurunanakmissionsociety@gmail.com

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

RE: Request for Proclamation: April as Sikh Heritage Month 2022

We were delighted to have April 2020 and April 2021 proclaimed as Sikh Heritage Month. The Sikh community has been a proud member of the City of London for many years. It is known for its generosity, hospitality and rich culture and heritage. To this end, we would like the City of London to proclaim April as Sikh Heritage Month. We chose April as it is the birth of Khalsa or Sikh community.

We are consistently working to aid those in need of help regardless of their race or creed. Since 2019 we distributed hundreds of hats, mittens and thousands of meals to people experiencing homelessness and the organizations in need. We also served Pizza at the corner of Richmond and Queens St in November 2020. We have affiliations with United Way, Men's Mission, My Sister's Place and Ark Aid Mission, contributing in every way bi-weekly/monthly. Last year Frontline workers also appreciated us by organizing Parade. We also organize blood donation drive twice every year. Since 2019, many families, kids and youth have joined to volunteer with us and we are growing every day. We are well integrated into the fabric of London's community and embrace any opportunity to help. We encourage our youth to take on the service we so proudly do.

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

We feel London is one of the leaders in showcasing diversity and inclusion. We were also awarded Diversity, Race Relations, and Inclusivity Award by City of London in February 2021. By proclaiming April as Sikh Heritage month, London becomes actively engaged in the process of providing support to all Londoners to feel welcome. Through sharing knowledge and history, Londoners build the community that collaborates and progresses the City into a positive direction for today and future generations. Thank you for considering our application. Should you have any questions, please feel free to reach out.

Sincerely,

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

Shawna Lewkowitz, Community Leader

Proclamation text:

Sikh Heritage Month – April, 2022

That, April 2022 BE PROCLAIMED as Sikh Heritage Month in the City of London; it being noted on the application under the Issuance of Proclamations Policy, to recognize and proclaim “Sikh Heritage Month” on April 1st 2022 to April 30th 2022; it being further noted that every April, Sikhs across Canada participate in Sikh Heritage Month festivities and events that honor the birth of Khalsa and the rich heritage of the culture. Londoners are invited to participate and learn through the many activities that will be happening throughout the month of April.

Organization information:

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

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