



# Council Agenda Including Addeds

6th Meeting of City Council

April 12, 2022, 4:00 PM

Virtual Meeting during the COVID-19 Emergency

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

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Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**
  - 4.1. **Litigation / Potential Litigation / Solicitor-Client Privileged Advice**

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.1/7/PEC)
  - 4.2. **Solicitor-Client Privilege Advice**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, with respect to the 2nd Report of the Animal Welfare Advisory Committee. (6.1/5/CPSC)
  - 4.3. **Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/5/CSC)
  - 4.4. **Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

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

procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/5/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/5/CSC)

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

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.4/5/CSC)

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

5.1. 5th Meeting held on March 22, 2022 10

6. Communications and Petitions

6.1. Climate Emergency Action Plan

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2. G. Prentice 111
3. *(ADDED) A. Mustard-Thompson* 115
4. *(ADDED) G. and A. Ackland* 116

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1. AM. Valastro 128

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(Refer to the Community and Protective Services Committee Stage for Consideration with Item 11 (4.2) of the 6th Report of the Community and Protective Services Committee)

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	Agreement (Relates to Bill No. 161)	
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10. (3.4) 2520-2544 Advanced Avenue, 2475-2555 Bonder Road and Other Properties - Innovation Park Phase IV (Z-9454) (Relates to Bill No.'s 162 and 174)
11. (3.5) Delegation - Sandy Levin, Chair, Environmental and Ecological Planning Advisory Committee - 4th Report of the Environmental and Ecological Planning Advisory Committee
12. (3.6) 517, 521 and 525 Fanshawe Park Road East (O-9426/Z-9427)
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14. (4.2) Proposed Outdoor Patio Capacity Limit Extension - Councillors Fyfe-Millar and Lewis

8.4. 5th Report of the Community and Protective Services Committee

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1. Disclosures of Pecuniary Interest
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3. (2.2) 2nd Report of the London Housing Advisory Committee
4. (2.3) RFP-2022-007 Contract Award Recommendation for Service Delivery Improvements Project on Behalf of the London and Middlesex Local Immigration Partnership
5. (2.4) Oakridge Resident Engagement Results
6. (2.5) Roles and Responsibilities of Local School Boards and Collaboration with the City of London
7. (2.6) Parks and Recreation Master Plan Annual Report
8. (2.7) Multi-Program Ontario Transfer Payment Agreement - Homelessness Prevention Program Approval (Relates to Bill No. 163)
9. (3.1) Short Term Accommodations
10. (4.1) A. Valastro - Light Pollution By-law
11. (4.2) 2022 Rock the Park One-Time Policy Exemption Request (Relates to Bill No. 167)

12. (4.3) 2nd Report of the Animal Welfare Advisory Committee

13. (5.1) Deferred Matters List

8.5. 5th Report of the Corporate Services Committee

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1. Disclosures of Pecuniary Interest

2. (2.1) Corporate Asset Management Plan Development (RFP 2022-049)

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4. (2.3) Year 2022 Tax Policy (Relates to Bill No.'s 156 and 157)

5. (2.4) Year 2022 Education Tax Rates (Relates to Bill No. 158)

6. (2.5) 2021 Compliance Report in Accordance with the Procurement of Goods and Services Policy

7. (2.6) Elected Officials and Appointed Citizen Members 2022 Remuneration

8. (2.7) Procurement in Emergencies Update 4 - COVID -19

9. (2.8) KPMG Clara File Sharing Tool (Relates to Bill No. 159)

10. (2.9) Respectful Workplace Policy and Workplace Violence Prevention Procedure Annual Report - January 1, 2021 to December 31, 2021

11. (2.10) Association of Municipalities of Ontario (AMO) Board Update

12. (4.1) Application - Issuance of Proclamation - Guillain-Barre Syndrome (GBS) and Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) Awareness Month

13. (4.2) Application - Issuance of Proclamation - Falun Dafa Week 2022

14. (4.3) Appeal of Flags at City Hall Policy - Section 4.3(b)(ii)

15. (5.1) Application - Issuance of Proclamation - World Press Freedom Day

16. (5.2) Court Security and Prisoner Transportation Program Transfer Payment Agreement (Relates to Bill No. 160)

17. (5.3) Election Sign By-law Update (Relates to Bill No. 168)

**9. Added Reports**

9.1. 6th Report of Council in Closed Session

**10. Deferred Matters**

**11. Enquiries**

**12. Emergent Motions**

### 13. By-laws

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

- |        |  |     |
|--------|--|-----|
| 13.1.  | Bill No. 155 By-law No. A.- ____ - ____<br><br>A by-law to confirm the proceedings of the Council Meeting held on the 12th day of April, 2022. (City Clerk)  | 229 |
| 13.2.  | Bill No. 156 By-law No. A.- ____ - ____<br><br>A by-law setting tax ratios for property classes in 2022 (2.3a/5/CSC)   | 230 |
| 13.3.  | Bill No. 157 By-law No. A.- ____ - ____<br><br>A by-law levying tax rates for property classes in 2022. (2.3b/5/CSC)   | 234 |
| 13.4.  | Bill No. 158 By-law No. A.- ____ - ____<br><br>A by-law levying rates for 2022 for school purposes in the City of London. (2.4/5/CSC)  | 238 |
| 13.5.  | Bill No. 159 By-law No. A.- ____ - ____<br><br>A by-law to approve the KPMG Clara Exhibit to Member Firm Engagement Letter/ Terms; and to authorize the Mayor and City Clerk to execute the Agreement. (2.8/5/CSC)   | 242 |
| 13.6.  | Bill No. 160 By-law No. A.- ____ - ____<br><br>A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement. (5.2/5/CSC)                   | 247 |
| 13.7.  | Bill No. 161 By-law No. A.- ____ - ____<br><br>A by-law to approve the Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF) between Her Majesty the Queen in right of Canada as represented by the Minister of Infrastructure and Communities and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.4/5/CWC) | 274 |
| 13.8.  | Bill No. 162 By-law No. A.- ____ - ____<br><br>A by-law to amend the Airport Road South Business Park Urban Design Guidelines. (3.4b/7/PEC)  | 297 |
| 13.9.  | Bill No. 163 By-law No. A.- ____ - ____<br><br>A by-law to approve The Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program) with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing; and to delegate authority to execute the Agreement. (2.7/5/CPSC)  | 299 |
| 13.10. | Bill No. 164 By-law No. A-57-22_____<br><br>A by-law to amend By-law No. A-57 being “A by-law to provide for   | 357 |

	Various Fees and Charges and to repeal By-law A-56, as amended, being “A by-law to provide for Various Fees and Charges by adding fees related to the Dundas Place Street Vendor Pilot Program. (3.1/5/CWC)	
13.11.	Bill No. 165 By-law No. C.P.-  A by-law to exempt from Part-Lot Control, lands located at 3024, 3001 2970 and 3954 Turner Crescent, legally described as Blocks 50, 51, 52 and 53 in Registered Plan 33M-790. (2.3/7/PEC)	358
13.12.	Bill No. 166 By-law No. C.P.-  A by-law to exempt from Part-Lot Control, lands located at 3161 and 3138 Turner Crescent, legally described as Blocks 48 and 49 in Registered Plan 33M-790. (2.4/7/PEC)	359
13.13.	Bill No. 167 By-law No. CPOL.-142( )-____  A by-law to amend By-law No. CPOL-142-394 being a by-law for a Council policy entitled Special Events Policies and Procedures Manual, to provide for the “Rock the Park 17 – July 2022” event use of Harris Park for 5 consecutive days. (4.2/5/CPSC)	360
13.14.	Bill No. 168 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”. (5.3/5/CSC)	361
13.15.	Bill No. 169 By-law No. S.- _____ - ____  A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street, west of Hale Street) (Chief Surveyor – for road widening purposes on Dundas St, registered as ER1445124 (Part 2) and ER1445128 (Part 4) pursuant to B.020/21 and in accordance with Z.-1)	367
13.16.	Bill No. 170 By-law No. Z.-1-22  A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 585 Sovereign Road. (2.2/7/PEC)	369
13.17.	Bill No. 171 By-law No. Z.-1-22  A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1960 Evans Boulevard. (2.5/7/PEC)	371
13.18.	Bill No. 172 By-law No. Z.-1-22  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1200 Commissioners Road East (3.1/7/PEC)	373
13.19.	Bill No. 173 By-law No. Z.-1-22  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 910 Gainsborough Road. (3.3/7/PEC)	375
13.20.	Bill No. 174 By-law No. Z.-1-22  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2520-2544 Advanced Avenue, 2475-255 Bonder Road and 2560-2580 Boyd Court. (3.4a/7/PEC)	377

A by-law to authorize and approve a Memorandum of Understanding between University of Western Ontario and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (3.1/7/SPPC)

**14. Adjournment**



## Council Minutes

5th Meeting of City Council  
March 22, 2022, 4:00 PM

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

Absent: Mayor E. Holder, M. Salih

Also Present: M. Ribera, M. Schulthess  
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, J. Davison, K. Dickins, M. Goldrup, S. Mathers, A. Pascual, K. Scherr, M. Schulthess, C. Smith, A. Thompson, B. Warner, B. Westlake-Power, P. Yeoman  
The meeting is called to order at 4:24 PM, by Acting Mayor J. Morgan; it being noted that Councillors M. van Holst, J. Helmer, M. Cassidy, P. Van Meerbergen, A. Hopkins, S. Turner, E. Pelozo and S. Hillier were in remote attendance.

### 1. Disclosures of Pecuniary Interest

Councillor P. Van Meerbergen discloses a pecuniary interest in clause 4.1 of the 4th Report of the Community and Protective Services Committee, having to do with a delegation from K. Pihlak, Oak Park Co-operative Children's Centre, by indicating that his wife owns and operates a day care.

Motion made by: M. van Holst  
Seconded by: P. Van Meerbergen

That the Council meeting BE RECESSED at this time.

**Motion Passed**

The Council recessed from 4:25 PM to 4:45 PM.

### 2. Recognitions

None.

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

None.

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

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

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

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

5.1 4th Meeting held on February 15, 2022

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

That the Minutes of the 4th Meeting held on February 15, 2022, BE APPROVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

**6. Communications and Petitions**

6.1 Expropriation of Lands - Dingman Drive Improvement Project (As the "Approving Authority")

Motion made by: M. Hamou  
Seconded by: J. Fyfe-Millar

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

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

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

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

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Schedule "A" as appended to the staff report dated March 22, 2022 hereto, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

i) the subject lands are required by The Corporation of the City of London for the Dingman Drive improvements project;

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

iii) the design is in accordance with the Municipal Class Environmental Assessment Study recommendations for the Dingman Drive improvements project approved by Municipal Council at the meeting held on May 21, 2019; and,

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

it being noted that a single request for a Hearing of Necessity was received but was withdrawn in February 2022.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

Motion made by: S. Lewis

Seconded by: P. Van Meerbergen

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

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

6.2 Expropriation of Lands - Dingman Drive Improvement Project (As the "Expropriating Authority") (Relates to Bill No. 137)

Motion made by: J. Fyfe-Millar

Seconded by: E. Pelozza

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

a) the proposed by-law as appended to the staff report dated March 22, 2022 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Dingman Drive improvements project" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022;

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

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

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

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

6.3 6756 James Street (Z-9401)

Motion made by: M. Hamou

Seconded by: M. Cassidy

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

6.3 6756 James Street (Z-9401) - Refer to Planning and Environment Stage for consideration with Item 11 (3.4); and,

6.4 Draft By-laws: Program Regulating Distribution of Flyers By-law and Distribution of Graphic Flyers to Residential Properties By-law - Refer to Community and Protective Services Committee Stage for consideration with Item 10 (4.3).

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

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

None.

**8. Reports**

8.1 4th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 4th Report of the Corporate Services Committee BE APPROVED, excluding Item 7 (4.1).

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 2021 Statement of Remuneration and Expenses for Elected and Appointed Officials

Motion made by: S. Lewis

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

- a) in accordance with Section 284 of the Municipal Act, 2001, the Statements of Remuneration and Expenses for Elected and Appointed Officials, as appended to the staff report dated February 28, 2022 as Appendix "A" and Appendix "B", BE RECEIVED for information;
- b) 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) in accordance with City Council Travel and Business Expenses Policy, the Statement of Travel Expenses for Senior Administration Officials, as appended to the staff report dated February 28, 2022 as Appendix "C" and "D", BE RECEIVED for information.

**Motion Passed**

3. (2.2) Public Sector Salary Disclosure Act Report for Calendar Year 2021

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 28, 2022 regarding Public Sector Salary Disclosure Act report for the calendar year 2021, BE RECEIVED for information.

**Motion Passed**

4. (2.3) Request for Tender 2022-018 – Revenue from Lease of City-Owned Farmland (Relates to Bill No. 128)

Motion made by: S. Lewis

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) as appended to the staff report dated February 28, 2022:

- a) the following actions be taken:
  - 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;

b) the standard form of farm lease included in Tender 2022-018 as Appendix "A", as appended to the staff report, BE AUTHORIZED for execution with each individual proponent; and,

c) the proposed by-law, as appended to the staff report dated February 28, 2022, 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.

**Motion Passed**

5. (2.4) Declare Surplus - City-Owned Property - Part of Cheapside Street, Adjacent 137 Clemens Street

Motion made by: S. Lewis

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.

**Motion Passed**

6. (2.5) License Renewal - Infrastructure Ontario (Hydro One Corridor) (Relates to Bill No. 129)

Motion made by: S. Lewis

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) as appended to the staff report dated February 28, 2022, 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, as appended to the staff report dated February 28, 2022 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.

**Motion Passed**

8. (4.2) Application - Issuance of Proclamation - Sikh Heritage Month

Motion made by: S. Lewis

That based on the application dated February 7, 2022 from Guru Nanak Mission Society, London Ontario, April 1, 2022 to April 30, 2022 BE PROCLAIMED as Sikh Heritage Month.

**Motion Passed**

7. (4.1) Election Sign By-law Update (Relates to Bill No. 136)

Motion made by: S. Lewis

That, on the recommendation of the City Clerk, the ~~attached~~ revised proposed by-law 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.

Motion made by: M. Cassidy

Seconded by: S. Lewis

That section 3.2 of the proposed by-law BE AMENDED to read as follows:

"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 private property, earlier than nomination day in the year of a regular election."

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

Motion made by: M. Cassidy

Seconded by: S. Lewis

That the Election Sign By-law BE REFERRED back to the Civic Administration to prepare a revised by-law to be brought forward to the March 28, 2022 Corporate Services Committee that would include:

a) a revision to section 3.2, as follows: "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 private property, earlier than nomination day in the year of a regular election; and,

b) a revision to section 3.4 to change the removal requirement from 96 hours to 72 hours.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

8.2 4th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 4th Report of the Civic Works Committee BE APPROVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

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

Motion made by: E. Pelozza

That the 1st Report of the Transportation Advisory Committee, from its meeting held on January 25, 2022, BE RECEIVED.

**Motion Passed**

3. (2.2) 2021 External Audit of London's Drinking Water Quality Management System and 2021 Management Review

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated March 1, 2022, with respect to the 2021 External Audit of London's Drinking Water Quality Management System, and the subsequent 2021 Management Review, BE RECEIVED for information. (2022-E13)

**Motion Passed**

4. (2.3) Mobility Master Plan Appointment of Consultant

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 1, 2022, related to the appointment of a Consultant for the Mobility Master Plan:

- a) IBI Group Professional Services (Canada) Inc. BE APPOINTED the Consulting Engineer to complete the Mobility Master Plan project per their submitted proposal, in the total amount of \$898,495.00, excluding HST, in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing as appended to the above-noted staff report;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T05)

**Motion Passed**

- 5. (2.4) Appointment of Consulting Engineer for the Hyde Park EA SWM Works – Assignment ‘B’ Detailed Design

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 1, 2022, related to the appointment of consulting services for the Hyde Park EA SWM Works - Assignment ‘B’ project:

- a) Ecosystems Recovery Inc. BE APPOINTED consulting engineers to complete the detailed design for the Hyde Park EA SWM Works - Assignment ‘B’ project in accordance with the estimate, on file, at an upset amount of \$172,419.50, including contingency, provisional items and allowances, excluding HST, in accordance with Section 15.2 (e) of the City of London’s Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-D03)

**Motion Passed**

- 6. (2.5) Overflow and Bypass Reporting Provincial Funding - Terms and Conditions (Relates to Bill No. 125)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the ~~attached~~ revised by-law, as appended to the Added Agenda dated March 1, 2022, BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to accept the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen

in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements. (2022-F11)

**Motion Passed**

7. (2.6) Erosion and Sediment Controls: MECP Great Lakes Funding to Reduce Pollution from Construction Runoff through Citizen and Industry Engagement (Relates to Bill No. 126)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated March 1, 2022, related to the Great Lakes Fund, BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to approve the Ontario Transfer Payment between Her Majesty the Queen in right of Ontario as represented by the Minister of Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements.

**Motion Passed**

8. (4.1) Active Transportation Fund

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Civic Administration BE DIRECTED to submit the projects identified in the staff report dated March 1, 2022, to the Government of Canada’s Active Transportation Fund;  
it being noted that the communications from S. Levin, with respect to this matter, were received. (2022-T10)

**Motion Passed**

9. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at February 18, 2022, BE RECEIVED.

**Motion Passed**

10. (5.2) 3rd Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on February 16, 2022:

a) the following actions be taken with respect to the London's Draft Climate Emergency Action Plan (CEAP):

i) the Cycling Advisory Committee (CAC) Chair, J. Roberts, BE REQUESTED to draft a Letter of Support on behalf of CAC, to advise the Strategic Priorities and Policy Committee that CAC

endorses the adoption and implementation of London's Draft Climate Emergency Action Plan (CEAP); and,

b) and clauses 1.1, 2.2, and 3.1 BE RECEIVED.

**Motion Passed**

8.3 5th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 5th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 6 (4.1) and 10 (5.1).

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 2022 Assessment Growth Funding Allocation

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2022 Assessment Growth Funding Allocation Report BE RECEIVED for information; it being noted that the Strategic Priorities and Policy Committee received a communication dated March 3, 2022 from C. Butler with respect to this matter.

**Motion Passed**

3. (2.2) Access to City of London Funding for Social and Economic Recovery –London Community Recovery Network

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to access to City of London funding for social and economic recovery – London Community Recovery Network:

a) the proposed formal process for accessing community recovery funding, BE ENDORSED;

b) the amount of \$100,000 over two years (2022-2023) from funding set aside by City Council to support social and economic recovery BE APPROVED for allocation to the Deputy City Manager, Planning and Economic Development to create the LCRN

Readiness Fund in support of small-scale recovery efforts in the community; and,

c) the report entitled Access to City of London Funding for Social and Economic Recovery – London Community Recovery Network BE RECEIVED.

**Motion Passed**

4. (2.4) Resignation of C. Neville from the Hyde Park BIA Board of Management

Motion made by: S. Lewis

That the resignation of Curtis Neville, Giant Tiger, from the Hyde Park BIA Board of Management BE ACCEPTED.

**Motion Passed**

5. (2.3) Core Area Action Plan 2021 Review

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Deputy City Manager, Planning & Economic Development, and the Deputy City Manager, Social & Health Development, the following actions be taken:

- a) the staff report dated March 8, 2022 entitled “Core Area Action Plan 2021 Review”, including its appendices, BE RECEIVED;
- b) the changes to the status or end dates of the items included the Core Area Action Plan described in the report and summarized in Appendix "A": Core Area Action Plan Implementation Status Update, March 2022 BE APPROVED and used as the new basis for future progress reporting;
- c) the extension of the “Project Clean Slate” contract with Youth Opportunities Unlimited for a period from April 1, 2022 through December 31, 2022 BE APPROVED at a cost of \$146,760; it being noted that funding is available through the Efficiency, Effectiveness, and Economy (EEE) Reserve;
- d) the Core Area Action Plan Performance Measurement Plan contained in Appendix "G" to the report BE RECEIVED noting that it will become part of the annual monitoring of the impacts of the Core Area Action Plan and associated report to Council;
- e) the Core Area Action Plan Gap Analysis contained in Appendix "H" to the report BE RECEIVED; and,
- f) staff BE DIRECTED to prepare an updated Core Area Action Plan expanding the current plan to the years 2024 to 2027 inclusive for the consideration of Council in 2023 in coordination with the next Multi-Year Budget and Strategic Plan development processes and based on the general methodology described in the report.

**Motion Passed**

7. (4.2) Confirmation of Appointments to the Old East Village BIA

Motion made by: S. Lewis

That the following actions be taken with respect to the Old East Village BIA:

a) the resignations of Jamie Sinden, Love Alchemy Hair Salon, Ellie Cook, The Root Cellar and Heather Blackwell, Western Fair District BE ACCEPTED; and,

b) Kelli Gough, The Palace Theatre Arts Commons and Michelle Scott, Western Fair District BE APPOINTED for the term ending November 14, 2022.

**Motion Passed**

8. (4.3) Including a Carbon Offset Strategy - Councillor M. van Holst

Motion made by: S. Lewis

That the communication from Councillor M. van Holst with respect to a carbon offset strategy BE RECEIVED.

**Motion Passed**

9. (4.4) 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: S. Lewis

That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on February 17, 2022:

a) the Governance Working Group BE REQUESTED to consider continued membership or in the appointment process, the re-appointment of existing members to ensure the continuity of Advisory Committee membership; and,

b) clauses 1.1, 2.1, 2.2, 3.1, 4.1, 5.1, 5.2, 5.4, 6.1, 6.2, 6.3 and 7.1 BE RECEIVED for information.

**Motion Passed**

6. (4.1) Development Charge Area Rating Policy Review – Recommended Approach

Motion made by: S. Lewis

That the matter of the Development Charge Area Rating Policy Review – Recommended Approach, BE REFERRED back to the Civic Administration for further consideration, and research of options that would better recognize true cost discrepancies between new infrastructure costs inside and outside of the build area, including but not limited to stormwater management.

Yeas: (1): E. Pelozza

Nays: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Failed (1 to 12)**

Motion made by: S. Lewis

Seconded by: S. Lehman

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

- a) The ~~attached~~ memorandum from Hemson Consulting (Appendix A) on a recommended area rating approach for the 2025 Development Charges Background Study BE RECEIVED for information;
- b) The Civic Administration BE DIRECTED to continue to implement an area rating approach of levying development charges within the Urban Growth Boundary and outside the Urban Growth Boundary for the 2025 Development Charges Background Study; and;
- c) The Civic Administration BE DIRECTED to continue a review and analysis of area rating where servicing needs to be extended in order to accommodate anticipated development, should the Urban Growth Boundary be expanded.

Motion made by: S. Lewis

Seconded by: S. Lehman

Motion to approve parts a) and b):

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

- a) The ~~attached~~ memorandum from Hemson Consulting (Appendix A) on a recommended area rating approach for the 2025 Development Charges Background Study BE RECEIVED for information;
- b) The Civic Administration BE DIRECTED to continue to implement an area rating approach of levying development charges within the Urban Growth Boundary and outside the Urban Growth Boundary for the 2025 Development Charges Background Study; and;

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

Nays: (1): S. Turner

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (12 to 1)**

Motion made by: S. Lewis

Seconded by: S. Lehman

Motion to approve part c):

c) The Civic Administration BE DIRECTED to continue a review and analysis of area rating where servicing needs to be extended in order to accommodate anticipated development, should the Urban Growth Boundary be expanded.

Yeas: (8): M. van Holst, S. Lewis, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, J. Fyfe-Millar, and S. Hillier

Nays: (5): J. Helmer, M. Cassidy, M. Hamou, A. Hopkins, and E. Pelozza

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (8 to 5)**

10. (5.1) Palace Theatre Arts Commons Loan Forgiveness Business Case

Motion made by: S. Lewis

That the following actions be taken with respect to the Palace Theatre Arts Commons loan forgiveness:

a) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 274 days, being April 2022 to December 2022, where the applicant has requested a further deferral in writing; it being noted that the Jan 2023 loan repayments will be cashed as planned; and,

b) the Business Case from the Palace Theatre Arts Commons BE APPROVED and the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83, with the previously allocated London Community Recovery Network (LCRN) funding as the source of financing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 4, 2022 from K. Gough, Chair, Palace Theatre Arts Commons and a communication dated March 7, 2022 from Councillors J. Helmer and J. Fyfe-Millar with respect to this matter.

Motion made by: S. Lewis

Motion approve part a):

That the following actions be taken with respect to the Palace Theatre Arts Commons loan forgiveness:

a) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 274 days, being April 2022 to December 2022, where the applicant has requested a further deferral in writing; it being noted that the Jan 2023 loan repayments will be cashed as planned; and,

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

Motion made by: S. Lewis

Motion to approve part b):

b) the Business Case from the Palace Theatre Arts Commons BE APPROVED and the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83, with the previously allocated London Community Recovery Network (LCRN) funding as the source of financing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 4, 2022 from K. Gough, Chair, Palace Theatre Arts Commons and a communication dated March 7, 2022 from Councillors J. Helmer and J. Fyfe-Millar with respect to this matter.

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

Nays: (1): P. Van Meerbergen

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (12 to 1)**

#### 8.4 5th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 5th Report of the Planning and Environment Committee BE APPROVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.1) 1284 and 1388 Sunningdale Road West (39T-04510-4) 3

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc., for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and

Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London, Foxhollow North Kent Developments Inc. and Claybar Developments Inc., for the Foxhollow North Kent Subdivision, Phase 4 (39T-04510\_4) appended to the staff report dated February 28, 2022 as Appendix “A”, BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated February 28, 2022 as Appendix “B”; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2022-D09)

**Motion Passed**

- 3. (2.2) Development Charge Claimable Works for Sunningdale Court Subdivision Phase 1 (39T-18501)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Finance Supports, the Source of Financing appended to the staff report dated February 28, 2022 as Appendix ‘A’ BE APPROVED with respect to the subdivision agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the Development Charge claimable works related to the Sunningdale Court Subdivision Phase 1. (2022-D04)

**Motion Passed**

- 4. (2.3) 472 Richmond Street - Heritage Alteration Permit (HAP22-003-L)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for the alteration of the beaver fence, a heritage attribute of the heritage designated property at 472 Richmond Street, individually designated and located within the Downtown Heritage Conservation District, BE APPROVED as submitted and consistent with the Conservation Plan appended to the staff report dated February 28, 2022 as Appendix C;

it being noted that the Heritage Planner will be circulated on any submittals to assist in ensuring compliance with the Conservation Plan for the beaver fence. (2022-R01)

**Motion Passed**

- 5. (2.4) 516 Elizabeth Street - Heritage Alteration Permit (HAP22-006-L)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the

application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the removal and replacement of the windows on the heritage designated property at 516 Elizabeth Street, within the Old East Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- a) the installation of the proposed exterior grilles be installed in a manner that replicates the muntins of the former wood windows;
- b) the windows and exterior grilles be painted to match the existing trim work on the building;
- c) the installation of the proposed exterior grilles be completed within six months of Municipal Council's decision on this Heritage Alteration Permit; and,
- d) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2022-R01)

**Motion Passed**

6. (2.5) 346, 370 and 392 South Street, 351, 373 and 385 Hill Street and 124 Colborne Street (H-9462) (Relates to Bill No. 146)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by SoHo Vision Alliance, relating to the property located at 346, 370 and 392 South Street, 351, 373 and 385 Hill Street and 124 Colborne Street, the proposed by-law appended to the staff report dated February 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R4 Special Provision and R8 Special Provision (h\*h-5\*R4-6(13)/R8-4(59), h\*h-5\*R8-4(56), h\*h-5\*R8-4(57), h\*h-5\*R8-4(58)) Zone TO a Residential R4 Special Provision and R8 Special Provision (R4-6(13)/R8-4(59), R8-4(56), R8-4(57), and R8-4(58)) Zone to remove the "h" and "h-5" holding provisions. (2022-D09)

**Motion Passed**

7. (2.6) 1738, 1742, 1752 and 1754 Hamilton Road (H-9466)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Baker Planning Group, relating to lands located at 1738, 1742, 1752 and 1754 Hamilton Road, the proposed by-law appended to the staff report dated February 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h•h-100•R1-3) Zone, a Holding Residential R1 Special Provision (h•h-100•R1-3(19)) Zone, a Holding Residential R1 Special Provision (h•h-100•R1-3(20)) Zone, a Holding Residential R4 Special Provision (h•h-100•R4-6(9)) Zone, and a Holding Residential R6 Special Provision (h•h-100•R6-5(55)) Zone TO a Residential R1 (R1-3) Zone, a Residential R1 Special Provision (R1-3(19)) Zone, a Residential R1 Special Provision (R1-3(20)) Zone, a Residential R4 Special Provision (R4-6(9)) Zone,

and a Residential R6 Special Provision (R6-5(55)) Zone to remove the h and h-100 holding provisions. (2022-D09)

**Motion Passed**

8. (2.7) 695 and 585 Sovereign Road (H-9467) (Relates to Bill No. 135)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Southwest Sun Property Corporation, relating to the property located at 695 and 585 Sovereign Road:

- a) the proposed by-law appended to the staff report dated February 28, 2022 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to deem Lot 19-1 and Lot 28-1, Registered Plan No. M21, City of London, County of Middlesex, not to be a registered plan of subdivision for the purposes of subsection 50(3) of the Planning Act;
- b) the City Clerk BE DIRECTED to provide notice of the by-law passing and undertake registration of the Deeming By-law, in accordance with the provisions in subsections 50(28) and 50(29) of the Planning Act; and,
- c) the applicant BE REQUIRED to pay for any costs incurred to register the deeming by-law at the Land Registry Office. (2022-D09)

**Motion Passed**

9. (2.8) 34 Princeton Terrace - Limiting Distance (No-Build) Agreement (Relates to Bill No. 127)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Building and Chief Building Official, the following actions be taken with respect to a Limiting Distance (no-build) Agreement between The Corporation of the City of London and Chantal McQueen and Paul McQueen, for the property located at 34 Princeton Terrace, London, Ontario:

- a) the proposed Limiting Distance Agreement appended to the staff report dated February 28, 2022 for the property at 34 Princeton Terrace between The Corporation of the City of London and Chantal McQueen and Paul McQueen BE APPROVED; and,
- b) the proposed by-law appended to the staff report dated February 28, 2022 BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to approve the Limiting Distance Agreement between The Corporation of the City of London and Chantal McQueen and Paul McQueen for the property at 34 Princeton Terrace, and to delegate authority to the Deputy City Manager, Environment and Infrastructure to execute the agreement on behalf of the City of London as the adjacent property owner. (2022-D09)

**Motion Passed**

10. (2.9) Building Division Monthly Report - January, 2022

Motion made by: A. Hopkins

That the Building Division Monthly report for January, 2022 BE RECEIVED for information. (2022-A23)

**Motion Passed**

11. (3.1) 493 Springbank Drive - Demolition Request

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, with respect to the demolition request for the former gate house and maintenance garage on the heritage listed property at 493 Springbank Drive, the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the former gate house and maintenance garage on the property; it being noted that the property located at 493 Springbank Drive should remain on the Register of Cultural Heritage Resources as it is believed to be of cultural heritage value or interest;

it being further noted that no individuals spoke at the public participation meeting associated with this matter. (2022-R01)

**Motion Passed**

12. (3.2) 2631 Hyde Park Road / 1521 Sunningdale Road West - Request to Remove Property from the Register of Cultural Heritage Resources

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, that the property located at 2361 Hyde Park Road/1521 Sunningdale Road West BE REMOVED from the Register of Cultural Heritage Resources;

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

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Jomaa, no address provided; and,
- M. Moussa, 155 Thornton Avenue. (2022-R01)

**Motion Passed**

13. (3.3) 655 - 685 Fanshawe Park Road West (Z-9396) (Relates to Bill No. 148)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by SAB Realty Limited, relating to the property located at 655-685 Fanshawe Park Road West, the proposed by-law appended to the staff report dated

February 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, 2016 and the 1989 Official Plan), to change the zoning of the subject property FROM a Restricted Service Commercial Special Provision (RSC1(21)/RSC4(19)) Zone TO a Neighbourhood Shopping Area Special Provision (NSA5(\_)) Zone;

it being pointed out that the following individual made verbal presentations at the public participation meeting held in conjunction with this matter:

- B. McCauley, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
  - the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Shopping Area Place Type;
  - the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node (NCN) designation; and,
  - the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to effectively utilize the existing buildings.
- (2022-D09)

#### **Motion Passed**

14. (3.4) 3rd Report of the Environmental and Ecological Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 3rd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on February 17, 2022:

- a) the Adelaide Wastewater Treatment Plant Working Group comments BE FORWARDED to the Civic Administration for consideration; it being noted that the Environmental and Ecological Planning Advisory Committee heard a verbal presentation from M. McKillop, Environmental Services Engineer and P. De Carvalho, Restoration Specialist and S. Braun, Water Resource Engineer, Matrix Solutions Inc., with respect to the Adelaide Wastewater Treatment Plant Climate Change Resiliency Class Environmental Assessment;
- b) the Greenway Wastewater Treatment Plant Working Group comments BE FORWARDED to the Civic Administration for consideration; it being noted that the Environmental and Ecological Planning Advisory Committee heard a verbal presentation from M. McKillop, Environmental Services Engineer and P. De Carvalho, Restoration Specialist and S. Braun, Water Resource Engineer, Matrix Solutions Inc., with respect to the Greenway Wastewater Treatment Plant Climate Change Resiliency Class Environmental Assessment;
- c) the Working Group report relating to the Oxford Street West/ Gideon Drive Intersection Improvements Environmental Assessment BE REFERRED to the Civic Administration for

consideration; it being noted that additional comments may be provided to the Civic Administration by the Working Group;

d) the Working Group report relating to the Windermere Road Improvements Municipal Class Environmental Assessment - Environmental Impact Study BE REFERRED to the Civic Administration for consideration; and,

e) clauses 1.1, 2.3, 2.4, 3.1 and 3.2, BE RECEIVED for information.

### **Motion Passed**

#### 15. (4.1) 2nd Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 2nd Report of the London Advisory Committee on Heritage, from its meeting held on February 9, 2022:

a) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for the alteration of the beaver fence, a heritage attribute of the heritage designated property located at 472 Richmond Street, individually designated and located within the Downtown Heritage Conservation District, BE APPROVED as submitted and consistent with the Conservation Plan appended to the staff report dated February 9, 2022;

it being noted that the Heritage Planner will be circulated on any submittals to assist in ensuring compliance with the Conservation Plan for the beaver fence;

b) M. Johnson, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage (LACH) does not object to the conclusions and recommendations of the Heritage Impact Assessment (HIS), dated September 27, 2021, from Zelinka Priamo Ltd., with respect to the McCormick's Biscuit Company located at 1156 Dundas Street; it being noted that the proponent is encouraged to attend a meeting of the LACH early in the site design process to ensure meaningful consultation on the adaptive reuse of the former McCormick Biscuit Factory structure; it being further noted that the Notice of Planning Application, dated December 17, 2021, from M. Johnson, Senior Planner, with respect to a Notice of Planning Application related to a Draft Plan of Subdivision for the property located at 1156 Dundas Street, and the above-noted HIS, were received;

c) the matter of updating City of London Public Meeting Notices and Notices of Planning Applications to include heritage notifications BE REFERRED to the Civic Administration for consideration; it being noted that the Planning and Policy Sub-Committee reviewed the Planning Act (O.Reg. 543/06 (15)) requirements for planning notices, as well as a number of sample notices from other jurisdictions, and identified the following:

- while not explicitly required in the Planning Act, the Sub-Committee believes the identification of designated heritage status on applicable notices would benefit the City's overall engagement and communications strategy and this would give the public important information on planning applications and would allow more meaningful and informed public participation;

- the Sub-Committee understands that the Civic Administration may have an existing template used for planning notices, but would like to encourage consideration of including designated heritage status on notices during the next review of this template;
- the Sub-Committee recommends, for simplicity, identifying heritage designated status (e.g. Part IV or Part V designations and associated Heritage Conservation District) and not properties listed on the City's heritage register although additional criteria may also be considered; and,
- the Sub-Committee notes that the Planning Act requirements are minimums, and the City can choose to go above and beyond on notice requirements; it being noted that this is consistent with London Plan Policies 1615-16 which emphasize the importance of meaningful dialogue, and empowering residents to participate in the planning process;

it being further noted that the Planning and Policy Sub-Committee Report, from its meeting held on January 27, 2022, was received;

d) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the removal and replacement of the windows on the heritage designated property located at 516 Elizabeth Street, within the Old East Heritage Conservation District, BE PERMITTED with the following terms and conditions:

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

e) on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, with respect to the demolition request for the former gate house and maintenance garage located on the heritage listed property at 493 Springbank Drive, the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the former gate house and maintenance garage on the property; it being noted that the property located at 493 Springbank Drive should remain on the Register of Cultural Heritage Resources as it is believed to be of cultural heritage value or interest;

f) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the property located at 2361 Hyde Park Road/1521 Sunningdale Road West BE REMOVED from the Register of Cultural Heritage Resources; and,

g) clauses 1.1, 2.2, 3.1 to 3.5, inclusive, 3.7 to 3.9, inclusive, 4.1, 5.3 and 5.5 BE RECEIVED for information.

**Motion Passed**

#### 8.5 6th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 6th Report of the Planning and Environment Committee BE APPROVED, excluding items 5 (2.4) and 11 (3.4).

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 3rd Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 3rd Report of the Trees and Forests Advisory Committee, from its meeting held on February 23, 2022, BE RECEIVED for information.

**Motion Passed**

3. (2.2) Draft Victoria Park Secondary Plan (O-8978)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the draft Victoria Park Secondary Plan:

a) the draft Victoria Park Secondary Plan, appended to the staff report dated March 7, 2022 as Appendix "A" BE RECEIVED for information; and,

b) the draft Victoria Park Secondary Plan BE CIRCULATED for public comment;

it being noted that feedback received will inform a revised Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration and approval of Municipal Council at a future public participation meeting of the Planning and Environment Committee;

it being further noted that the Planning and Environment Committee received a staff presentation with respect to these matters. (2022-D09/R01)

**Motion Passed**

4. (2.3) 2022 LDD Moth Proposed Management Plan

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the 2022 Lymantria dispar dispar (LDD) Moth\* proposed management plan BE RECEIVED for information and the following actions be taken with respect to the provision of LDD aerial spraying services:

- a) the single source estimated price of 100,000 plus HST, pending further negotiation submitted by Zimmer Air Services Inc. to provide an aerial spraying service to control the spread of the LDD moth in select locations as outlined in the report below, BE ACCEPTED;
- b) the financing for the project BE APPROVED within existing budgets;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) approval hereby given BE CONDITIONAL upon the Corporation entering a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2022-D05)

**Motion Passed**

6. (2.5) 3024, 3001, 2970 and 2954 Turner Crescent (H-9464)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Greengate Village Limited, to exempt Blocks 50, 51, 52 and 53 of Registered Plan 33M-790 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the Planning and Environment Committee Added Agenda BE INTRODUCED at a future Council meeting to exempt Blocks 50, 51, 52 and 53, Plan 33M-790 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(3) R4-5(4)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, garage front yard depth, exterior side yard depth, and interior side yard depth;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 50, 51, 52 and 53, Plan 33M-790 as noted in clause a) above:
  - i) the Applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
  - ii) the Applicant submit a draft reference plan to Planning and Development for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
  - iii) the Applicant submits to Planning and Development a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
  - iv) the Applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

- v) the Applicant submit to the City for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the Applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the Applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the Applicant shall obtain confirmation from Planning and Development that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the Applicant shall obtain approval from Planning and Development for each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the Applicant shall submit to the City confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the Applicant shall obtain clearance from the City that requirements d), e) and f) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Division for lots being developed in any future reference plan;
- xii) that not more than four (4) reference plans be approved to be registered as part of this application and that Greengate Village limited advise the City of the registration of each reference plan; and,
- xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2022-D25)

**Motion Passed**

7. (2.6) 3161 and 3138 Turner Crescent (H-9463)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Greengate Village Limited to exempt Blocks 48 and 49 of Registered Plan 33M-790 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law as appended to the Planning and Environment Committee Added Agenda, BE INTRODUCED at a future Council meeting to exempt Blocks 48 and 49, Plan 33M-790 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(3) R4-5(4)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, garage front yard depth, exterior side yard depth, and interior side yard depth;

- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 48 and 49, Plan 33M-790 as noted in clause a) above:
- i) the Applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
  - ii) the Applicant submit a draft reference plan to Planning and Development for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
  - iii) the Applicant submits to Planning and Development a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
  - iv) the Applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
  - v) the Applicant submit to the City for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
  - vi) the Applicant shall enter into any amending subdivision agreement with the City, if necessary;
  - vii) the Applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
  - viii) the Applicant shall obtain confirmation from Planning and Development that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
  - ix) the Applicant shall obtain approval from Planning and Development for each reference plan to be registered prior to the reference plan being registered in the land registry office;
  - x) the Applicant shall submit to the City confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
  - xi) the Applicant shall obtain clearance from the City that requirements d), e) and f) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Division for lots being developed in any future reference plan;
  - xii) that not more than two (2) reference plans be approved to be registered as part of this application and that Greengate Village limited advise the City of the registration of each reference plan; and,
  - xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2022-D25)

**Motion Passed**

8. (3.1) 3524 Grand Oak Crossing (39CD-21520)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, based on the application of 2219008 Ontario Ltd. (York Developments), relating to the property located at 3425 Grand Oak Crossing:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3425 Grand Oak Crossing; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3425 Grand Oak Crossing;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2022-D07)

**Motion Passed**

9. (3.2) 600 Oxford Street West (OZ-9437) (Relates to Bill No.'s 132, 134 and 150)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application by Maverick Real Estate Inc., relating to the property located at 600 Oxford Street West:

- a) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend The London Plan to ADD a Specific Area Policy to permit "automotive uses, restricted" within existing buildings, in addition to the uses permitted in the Transit Village Place Type, and by ADDING the subject lands to Map 7 - Specific Area Policies – of The London Plan;

it being noted that the amendments will come into full force and effect concurrently with Map 7 of The London Plan;

- b) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "B" BE INTRODUCED at the Municipal

Council meeting to be held on March 22, 2022 to amend the Official Plan (1989) to ADD a policy to Section 10.1.3 – “Policies for Specific Areas” to permit “office”, “retail” and “commercial recreation establishments” within existing buildings, in addition to the uses permitted in the Auto-Oriented Commercial Corridor designation; and,

c) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a Highway Service Commercial/Restricted Service Commercial (HS/RSC1) Zone TO a Highway Service Commercial Special Provision (HS(\_)) Zone;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- N. Dyjach, Strik Baldinelli Moniz;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which promotes economic development and competitiveness by providing for an appropriate mix and range of employment uses;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the criteria for Specific Area Policies and Planning Impact Analysis;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Design policies;
- the recommended amendment facilitates uses of a site within the Built-Area Boundary and the Primary Transit Area until such time as the site redevelops; and,
- the recommended amendments facilitate an appropriate proposal that facilitates the reuse of the existing buildings with uses that are compatible within the surrounding context. (2022-D21)

### **Motion Passed**

10. (3.3) 1420 Hyde Park Road (O-9422/Z-9423) (Relates to Bill No.'s 133 and 151)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Hyde Construction (c/o Pete Hyde), relating to the property located at 1420 Hyde Park Road:

a) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend the Official Plan for the City of London Planning Area – 1989 by ADDING a policy to Section 3.5. – Policies for Specific Residential Areas to permit a maximum residential density of 111 units per hectare to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan;

b) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Temporary/Urban Reserve (T-51/UR3) Zone TO a Residential R9 Special Provision (R9-4(\_)) Zone;

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

- i) provide a strong pedestrian relationship between the inside and the outside of the building at the intersection of Hyde Park Road and South Carriage Road;
- ii) provide individual lockable front door entrances to ground floor units on the street-facing elevations and design amenity spaces as open courtyards or front porches to create a pedestrian-oriented streetscape;
- iii) provide direct walkway access from ground floor units to the public sidewalk;
- iv) co-ordinate the design of the site with the memorial plaza to be constructed by the City at Hyde Park Road/South Carriage intersection;
- v) provide further details on the use of the outdoor amenity space at the corner of South Carriage Road and Hyde Park Ave. Remove the wall and fencing to provide for better activation with the street and memorial plaza;
- vi) design the space between the building and the right-of-way with a main sidewalk, slightly raised planting beds with trees and foundation plantings generally consistent with the public/private interface approved for other developments within the Hyde Park community;
- vii) provide privacy fencing along the west and south property boundaries;
- viii) provide enhanced landscaping, including buffering and screening from the development to the existing and future uses on adjacent properties and screening of parking visible from South Carriage Road;
- ix) continue the public sidewalk along the South Carriage Road frontage between Hyde Park Road and Prince of Wales Gate to provide better pedestrian connections within the neighbourhood and to Canterbury Park, noting sidewalk construction will require the removal of nine existing trees located in the City boulevard;
- x) provide a centrally located outdoor common amenity space that is sufficiently sized for the number of units proposed;
- xi) provide trees and plantings every 15 parking spaces and within all parking islands.
- xii) locate the garbage facilities close to the building, away from neighbouring properties;
- xiii) provide mitigation measures to address potential on-site conflicts between sidewalks and the parking area, and individual ground floor units and their private amenity areas; and,
- xiv) locate and design snow storage areas to retain snow-melt on site;

it being pointed out that the Planning and Environment Committee received a communication from S. Jones, by e-mail, with respect to these matters;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- K. Crowley, Zelinka Priamo Ltd.; and,
- P. Terek, no address provided;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation; and,
- the recommended amendment facilitates the development of a site immediately adjacent to the Built-Area Boundary in an area planned for the logical expansion of urban residential development. (2022-D09)

**Motion Passed**

5. (2.4) 1985 Gore Road (H-9467) (Relates to Bill No. 149)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Dancor Oxford Inc., relating to the property located at 1985 Gore Road, the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Light Industrial LI2 and General Industrial GI1 (h\*LI2/GI1) Zone TO a Light Industrial LI2 and General Industrial GI1 (LI2/GI1) Zone to remove the "h" holding provision. (2022-D09)

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

11. (3.4) 6756 James Street (Z-9401)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Domus Development London Inc., relating to the property located at 6756 James Street, the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-10) Zone TO a Residential R5 Special Provision (R5-2(\_)) Zone;

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

- i) boundary landscaping along the north, east and west property boundaries that meet the standards of the Site Plan Control By-law and have screening/privacy qualities; and,
- ii) board-on-board fencing along the north, east and west property boundaries where possible that meet the standards of the Site Plan Control By-law and do not negatively impact on-site stormwater management or any existing landscaping;

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

- the staff presentation;
- a communication dated March 2, 2022 from L. and R. Harden, by e-mail; and,
- a communication dated February 28, 2022 from J. Posthumus, by e-mail;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- Casey Kulchycki, Senior Planner, Zelinka Priamo Ltd.;
- J. D'Orsay, 6775 James Street;
- J. Posthumus, no address provided;
- J. McNabb, no address provided;
- K. Karpierz, 6742 James Street; and,
- L. Grieve, 6780 James Street;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of the Southwest Area Secondary Plan, including but not limited to the Low Density Residential designation of the Lambeth Neighbourhood;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D12)

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

#### 8.6 4th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 4th Report of the Community and Protective Services Committee BE APPROVED, excluding items 8 (4.1) and 10 (4.3).

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

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

Motion made by: M. Cassidy

That the following actions be taken with respect to the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 27, 2022:

a) the Community Diversity and Inclusion Strategy (CDIS) Accessibility Working Group members BE INVITED to attend a future meeting of the Accessibility Advisory Committee in order to discuss opportunities for future integrations and collaborations; and,

b) clauses 1.1, 2.1, 2.2, 3.1, 5.1 and 6.1, BE RECEIVED.

**Motion Passed**

3. (2.2) Single Source Procurement SS-2022-071: Xalt Real-time Fire CAD to RMS Interface

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated March 1, 2022, related to Single Source Procurement SS-2022-071 for Xalt software from Hexagon (Intergraph Canada Ltd.) to allow an interface with ICO Solutions Records Management System from the Hexagon Fire Computer Aided Dispatch (CAD):

a) the Firm Fixed Price Statement of Work, submitted by Intergraph Canada Ltd., doing business as Hexagon Safety & Infrastructure division, 10921-14 Street NE, Calgary, Alberta, T3K 2L5, for the installation of the Xalt – Integration Software, at the quoted purchase value of \$65,420 (HST excluded), BE ACCEPTED; it being noted that this is a single source contract as per the Procurement of Goods and Services Policy Section 14.4 d), there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);

b) the Quote number 2022-84528 submitted by Intergraph Canada Ltd., doing business as Hexagon Safety & Infrastructure

division, 10921-14 Street NE, Calgary, Alberta, T3K 2L5 for the purchase and annual maintenance of the Xalt – Integration Software, at the quoted purchase value of \$39,663 (HST excluded), BE ACCEPTED; it being noted that this is a single source contract as per the Procurement of Goods and Services Policy Section 14.4 d), there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);

c) subject to approval of a) and b) above, the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract;

d) the approval and authorization provided for in a) and b) above, BE CONDITIONAL upon the Corporation entering into a formal contract or having a Purchase Order, or contract record relating to the subject matter of this approval;

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to the actions set out in a) to c) above; and,

f) the funding for this procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2022-C09)

#### **Motion Passed**

4. (2.4) 2022-2023 Single Source Award Recommendation for Housing Stability Service Programs; Including Housing First, Supportive Housing and Day Drop-in Programs

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated March 1, 2022, related to a Single Source Award Recommendation for Housing Stability Service Programs, Including Housing first, Supportive Housing and Day Drop-In programs:

a) the Single Source, as per The Corporation of the City of London Procurement Policy Section 14.4 d), BE ACCEPTED at a total estimated cost of \$3,642,900 (excluding HST), for the period of April 1, 2022, to March 31, 2023, with the option to extend for four (4) additional one (1) year terms, subject to confirmation of the Provincial and Federal funding, to administer Housing Stability Services, Housing First, Supportive Housing and Day Drop-In programs, to the following providers:

- CMHA Thames Valley Addiction & Mental Health Services – Street Level Women at Risk (SS-2022-060)
- St. Leonard's Society of London – Project Home (SS-2022-061)
- London Cares Homeless Response Services Housing First (SS-2022-062)
- CMHA Thames Valley Addiction & Mental Health Services – Housing Always (SS-2022-063)
- CMHA Thames Valley Addiction & Mental Health Services - No Fixed Address program (SS-2022-064)
- Mission Services - Roger Smith Wing Supportive Housing (SS-2022-065)

- Youth Opportunities Unlimited – Cornerstone Housing (SS-2022-066)
- Regional HIV/AIDS Connection - John Gordon Home (SS-2022-067)
- Youth Opportunities Unlimited Housing First Mobile Team (SS-2022-068)
- CMHA Thames Valley Addiction & Mental Health Services – My Sisters Place Day Drop-in (SS-2022-069);

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

c) the approval, given herein, BE CONDITIONAL upon the Corporation entering into Purchase of Service Agreements with each program. (2022-D04)

**Motion Passed**

5. (2.5) Irregular Result RFP 21-71 Consultant for Employment Services Transformation Single Bid Award Recommendation

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development and with the concurrence of the Director, Financial Services, the following actions be taken with respect to the staff report, dated March 1, 2022, related to an Irregular Result RFP 21-71 for a Consultant for Employment Services Transformation Single Bid Award Recommendation, as per the City of London Procurement Policy Section 19.4 “Only One Bid Received”:

a) the Request for Proposal (RFP 21-71), submitted by StrategyCorp, BE ACCEPTED, at the cost of \$79,500 (plus H.S.T.);

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

c) the approvals, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2022-S04)

**Motion Passed**

6. (2.3) Licensing Agreement for the Creation of a Food Hub in Cavendish Park, 136 Cavendish Crescent (Relates to Bill No. 130)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report, dated March 1, 2022, BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to:

a) authorize and approve the Agreement between The Corporation of the City of London and Hutton House Association for Adults with Disabilities for the creation of a Food Hub at Cavendish Park 136 Cavendish Crescent; and,

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

it being noted that the communication, as appended to the Added Agenda, from L. Thorne, with respect to this matter, was received. (2022-S12)

**Motion Passed**

7. (2.6) Pet Limits for Approved Foster Organizations

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated March 1, 2022, with respect to Pet Limits for Approved Foster Organizations, BE RECEIVED; it being noted that the current regulation of no pet limits for Approved Foster Organizations will be maintained. (2022-P14)

**Motion Passed**

9. (4.2) COVID-19 Response Update and Program Funding Wind-down

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated March 1, 2022, with respect to a COVID-19 Response Update and Program Funding Wind-down:

a) the Mayor BE DIRECTED to write a letter to the applicable Ministries with respect to the need for the continuation of Provincial Social Services Relief Funding (SSRF) and Federal Reaching Home COVID response funding; and,

b) the above-noted staff report BE RECEIVED. (2022-S08)

**Motion Passed**

11. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at February 18, 2022, BE RECEIVED.

**Motion Passed**

12. (5.2) 1st Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: M. Cassidy

That the 1st Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on February 24, 2022, BE RECEIVED.

**Motion Passed**

8. (4.1) K. Pihlak, Executive Director, Oak Park Co-operative Children's Centre

Motion made by: M. Cassidy

That the following actions be taken with respect to the delegation from K. Pihlak, Oak Park Co-Operative Children's Centre, related to the Bi-Lateral Child Care Agreement:

- a) the Mayor BE REQUESTED to call on the Provincial Government to:
- sign the Bi-Lateral Child Care Agreement before March 31, 2022; and,
  - emphasize the importance of growing the highly-trained workforce of early childhood educators in Ontario;

b) the Licensed Child Care Network BE THANKED for their advocacy and for their work as early childhood educators; it being noted that the verbal delegation from K. Pihlak, Executive Director, Oak Park Co-Operative Children's Centre, with respect to this matter, as well as the communications, appended to the agenda, were received. (2022-S01)

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

Recuse: (1): P. Van Meerbergen

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (12 to 0)**

10. (4.3) Draft By-laws: Program Regulating Distribution of Flyers By-law and Distribution of Graphic Flyers to Residential Properties By-law (Relates to Bill No.'s 131 and 138)

Motion made by: M. Cassidy

That the following actions be taken with respect to the staff report, dated March 1, 2022, related to a Program Regulating Distribution of Flyers and Distribution of Graphic Flyer Deliveries to Residential Properties:

a) the proposed by-law, as appended to the above-noted staff report (Appendix C), BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to regulate the distribution of graphic flyers in the City of London; and,

b) the proposed by-law, as appended to the above-noted staff report (Appendix D), BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to designate the Distribution of Graphic Flyers By-law;

it being noted that the communications, as appended to the Added Agenda, from J. Arthur, D. Ronson and S. Trosow, with respect to this matter, were received. (2022-C09)

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

That the draft by-laws related to a program regulating the distribution of flyers by-law and distribution of graphic flyers to residential properties by-law BE REFERRED to the Civic Administration, in order for staff to report back on the potential to include the following in any potential by-laws:

- a) the requirement for any literature being left at private residences to meet the same public requirements as outdoor displays, or the regulations at a public participation meeting;
- b) the inclusion of a requirement for materials to have an outer wrap/cover for any such materials; and,
- c) the inclusion of a graphic content warning on any outside wrap.

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

That the Council convene in closed session, in order to consider advice that is subject to solicitor-client privilege with respect to potential by-laws to regulate the distribution of graphic flyers to residential properties, including requirements for covering such as an outer wrap.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

The Council convenes, in closed session, from 6:35 PM to 6:57 PM

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

That a recess BE APPROVED, at this time.

**Motion Passed**

The Council recesses at 7:08 PM, and resumes at 7:34 PM.

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

The motion to approve the referral IS PUT, as follows:

That the draft by-laws related to a program regulating the distribution of flyers by-law and distribution of graphic flyers to residential properties by-law BE REFERRED to the Civic Administration, in order for staff to report back on the potential to include the following in any potential by-laws:

- a) the requirement for any literature being left at private residences to meet the same public requirements as outdoor displays, or the regulations at a public participation meeting;
- b) the inclusion of a requirement for materials to have an outer wrap/cover for any such materials; and,
- c) the inclusion of a graphic content warning on any outside wrap.

Yeas: (11): M. van Holst, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (2): S. Lewis, and S. Turner

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (11 to 2)**

Motion made by: M. Cassidy

Seconded by: M. van Holst

That the communications with respect to this matter, as noted on the Added Agenda, BE RECEIVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: M. Hamou

Seconded by: J. Helmer

That introduction and first reading of Bill No.'s 124 to 152, excluding Bill No.'s 131, 136 and 138, BE APPROVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

Motion made by: J. Fyfe-Millar

Seconded by: P. Van Meerbergen

That second reading of Bill No.'s 124 to 152, excluding Bill No.'s 131, 136 and 138, BE APPROVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

Motion made by: A. Hopkins

Seconded by: S. Lehman

That third reading and enactment of Bill No.'s 124 to 152, excluding Bill No.'s 131, 136 and 138, BE APPROVED.

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

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

Motion made by: A. Hopkins

Seconded by: E. Pelozza

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/4/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/4/CSC)

##### **4.3 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. (6.3/4/CSC)

##### **4.4 Labour Relations/Employee Negotiations**

A matter pertaining to labour relations and employee negotiations. (6.1/5/SPPC)

#### 4.5 Personal Matters/Identifiable Individual

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.2/5/SPPC)

#### 4.6 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding flyer deliveries to residential properties. (6.1/4/CPSC)

#### 4.7 ADDED Solicitor-Client Privilege/Litigation-Potential Litigation

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/5/SPPC)

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

Absent: (2): Mayor E. Holder, and M. Salih

**Motion Passed (13 to 0)**

The Council convenes, In Closed Session, from 8:04 PM to 8:30 PM.

## 9. Added Reports

### 9.1 5th Report of Council in Closed Session

At 8:36 PM, Councillor P. Van Meerbergen leaves the meeting.

Motion made by: J. Fyfe-Millar

Seconded by: M. Hamou

#### YOUR COUNCIL IN CLOSED SESSION REPORTS:

##### 1. Partial Property Acquisition - 190 Edinburgh Street - Cavendish Phase III Infrastructure Renewal Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the property located at 190 Edinburgh Street, further described as Part of Lots 36 to 41, Plan 56(W), in the City of London, County of Middlesex, being Part of PIN 082500107 (LT), as shown on the location map attached as Appendix "B", for the purpose of reconstructing the open channel as part of the Cavendish Phase 3 Infrastructure Renewal Project, the following actions be taken:

a) the offer submitted by Michael Oreskovic (the "Vendor") to sell the subject property to the City, for the sum of \$200,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix "C"; and,

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

2. Partial Property Acquisition - Hydro One Networks Inc. & Infrastructure Ontario - Southdale Road West Transportation Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, with respect to the property located immediately east of 457 Southdale Road West and further described as Part of Lot 37, Concession 2, in the City of London, Middlesex County, designated as Parts 5, 6 and 7, Plan 33R-20757, being Part of PIN 08209-0179 (LT) and shown on the location map attached as Appendix "B", for the purpose of future road improvement to accommodate the Southdale Road West Improvements Project, the following actions be taken:

- a) the offer submitted by Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (the "Vendor"), to sell the subject property to the City, for the sum of \$3,712.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix "C";
- b) the License of Land for Temporary Use and Access for a further twelve (12) month term, for an additional sum of \$1,250.00 BE ACCEPTED, wherein additional compensation and additional terms and conditions have been agreed to between the Parties and set out in the agreement attached in Appendix "D";
- c) the Civic Administration BE AUTHORIZED to enter into a separate License of Land for Temporary Use and Access for a further term beyond April 30, 2023 and under substantially the same terms and conditions as found in the agreement attached in Appendix "D"; and,
- d) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

3. Dearness Home Temporary Retention Strategy

That, on the recommendation of the Deputy City Manager, Social and Health Development and concurrence of the Deputy City Manager, Enterprise Supports, that the following actions be taken with respect to the Dearness Home Temporary Retention Strategy:

- a) the Dearness Home Temporary Retention Strategy BE APPROVED as detailed in section 3.1 of the staff report and that it is to be implemented retroactive from January 1st, 2022 and will remain in place up to March 31, 2022;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,
- c) the approval given herein BE CONDITIONAL upon the Corporation of the City of London entering into and/or amending a Memorandum of Agreement with UNIFOR, and SEIU Local 1 Canada ("SEIU") respectively; it being noted that the Strategic Priorities and Policy Committee received a verbal overview from the Deputy City Manager, Social and Health Development, and the Deputy City Manager, Enterprise Supports.

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

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

**Motion Passed (12 to 0)**

9.2 6th Special Meeting of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 6th Report of the Strategic Priorities and Policy Committee BE APPROVED.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. (4.1) Temporary Reintroduction of Mask By-law to Limit the Spread of COVID-19

That the communication dated March 20, 2022, from Councillors J. Helmer, S. Turner and M. Cassidy, BE RECEIVED.

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

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

**Motion Passed (12 to 0)**

Motion made by: S. Lewis

Seconded by: J. Fyfe-Millar

That introduction and first reading of Added Bill No.'s 153 and 154 BE APPROVED.

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

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

**Motion Passed (12 to 0)**

Motion made by: S. Lehman

Seconded by: A. Hopkins

That second reading of Added Bill No.'s 153 and 154, BE APPROVED.

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

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

**Motion Passed (12 to 0)**

Motion made by: S. Hillier

Seconded by: E. Pelozza

That third reading and enactment of Added Bill No.'s 153 and 154, BE APPROVED.

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

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

**Motion Passed (12 to 0)**

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

Bill No. 124	By-law No. A.-8221-82 - A by-law to confirm the proceedings of the Council Meeting held on the 22nd day of March, 2022. (City Clerk)
Bill No. 125	By-law No. A.-8222-83 - A by-law to accept the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London ("Agreement") and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.5/4/CWC)
Bill No. 126	By-law No. A.-8223-84 - A by-law to approve the Ontario Transfer Payment between Her Majesty the Queen in right of Ontario as represented by the Minister of Environment, Conservation and Parks and The Corporation of the City of London ("Agreement") and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.6/4/CWC)
Bill No. 127	By-law No. A.-8224-85 - A by-law to approve a limiting distance agreement between the Corporation of the City of London and Chantal Jacoba McQueen and Paul Matthew McQueen for the property at 34 Princeton Terrace and to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner. (2.8b/5/PEC)
Bill No. 128	By-law No. A.-8225-86 - 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. (2.3/4/CSC)
Bill No. 129	By-law No. A.-8226-87 - A by-law to approve and authorize the Mayor and City Clerk to execute the Licence Renewal Agreement. (2.5/4/CSC)
Bill No. 130	By-law No. A.-8227-88 - A by-law to authorize and approve an Agreement between The Corporation of the City of London and Hutton House Association for Adults with Disabilities, to create a Food Hub at Cavendish Park, 136 Cavendish Crescent, and to authorize the Mayor and the City Clerk to execute the Agreement. (2.3/4/CPSC)
Bill No. 132	By-law No. C.P.-1284(ws)-89 - A by-law to amend the Official Plan for the City of London, 1989 relating to 600 Oxford Street West. (3.2b/6/PEC)
Bill No. 133	By-law No. C.P.-1284(wt)-90 - A by-law to amend the Official Plan for the City of London, 1989 relating to 1420 Hyde Park Road. (3.3a/6/PEC)

Bill No. 134	By-law No. C.P.-1512(bc)-91 - A by-law to amend The London Plan for the City of London, 2016 relating to 600 Oxford Street West. (3.2a/6/PEC)
Bill No. 135	By-law No. C.P.-1576-92 - A by-law to deem a portion of Registered Plan No. 33M-251 not to be a registered plan of subdivision for the purposes of subsection 50(3) of the Planning Act, R.S.O. 1990, c. P13. (2.7/5/PEC)
Bill No. 137	By-law No. L.S.P.-3500-93 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Dingman Drive improvements project. (2.3/11/CSC- 2021)
Bill No. 139	By-law No. S.-6170-94 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Viscount Road east of Andover Drive) (Chief Surveyor – for road widening purposes on Viscount Road)
Bill No. 140	By-law No. S.-6171-95 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Queens Ave, east of Richmond St; and as widening to Ridout St, north of King St) (Chief Surveyor – for road widening purposes, pursuant to the Bus Rapid Transit Downtown Loop project)
Bill No. 141	By-law No. S.-6172-96 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Rd W and Colonel Talbot Rd) (Chief Surveyor – for road widening purposes, pursuant to the Southdale Road West Widening Infrastructure project)
Bill No. 142	By-law No. S.-6173-97 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Main Street, east of Colonel Talbot Road) (Chief Surveyor – for road widening purposes registered as ER1380847 pursuant to SPA20-041 and in accordance with Z.-1)
Bill No. 143	By-law No. W.-5569(b)-98 - A by-law to amend by-law No. W.-5569-376, as amended, entitled, “A by-law to authorize the Wharncliffe Road Widening (Project No. TS1355-1) (City Treasurer)
Bill No. 144	By-law No. W.-5682-99 - A by-law to authorize the Victoria Bridge Bike Lanes (Project TS1745) (2.6/3/CWC)
Bill No. 145	By-law No. W.-5683-100 - A by-law to authorize the East London Link – Construction Rapid Transit (Project RT1430-3A) (2.7/3/CWC)

Bill No. 146	By-law No. Z.-1-223007 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 346, 370 and 392 South Street, 351, 373 and 385 Hill Street and 124 Colborne Street. (2.5/5/PEC)
Bill No. 147	By-law No. Z.-1-223008 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1738, 1742, 1752 and 1754 Hamilton Road. (2.6/5/PEC)
Bill No. 148	By-law No. Z.-1-223009 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 655-685 Fanshawe Park Road West. (3.3/5/PEC)
Bill No. 149	By-law No. Z.-1-223010 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1985 Gore Road. (2.4/6/PEC)
Bill No. 150	By-law No. Z.-1-223011 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 600 Oxford Street West. (3.2c/6/PEC)
Bill No. 151	By-law No. Z.-1-223012 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1420 Hyde Park Road. (3.3b/6/PEC)
Bill No. 152	By-law No. Z.-1-223013 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6756 James Street. (3.4/6/PEC)
Bill No. 153	By-law No. A.-8228-101 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Michael Oreskovic, for the partial acquisition of property located at 190 Edinburgh Street, further described as Part of Lots 36 to 41 on Plan 56(W) in the City of London, County of Middlesex and being Part of PIN 082500107 (LT). (6.1/4/CSC)
Bill No. 154	By-law No. A.-8229-102 - A by-law to authorize and approve an Agreement of Purchase and Sale agreement between The Corporation of the City of London and Her Majesty the Queen In Right of Ontario as represented by The Minister of Government and Consumer Services to purchase the lands legally described as Part of Lot 37, Concession 2, in the City of London, Middlesex County, Designated as Parts 5, 6 on Plan 33R-20757 being Part of PIN 08209-0179 (LT) & to authorize and approve the License of Land for Temporary Use and Access agreement between The Corporation of the City of London and Her Majesty the Queen In Right of Ontario as represented by The Minister of Government and Consumer Services for lands legally described as Part of Lot 37, Concession 2, in the City of London, Middlesex County, Designated as Part 7 on Plan 33R-20757 being Part of PIN 08209-0179 (LT) and to secure the temporary. (6.2/4/CSC)

#### 14. Adjournment

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

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 8:44 PM.

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Ed Holder, Mayor

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Michael Schulthess, City Clerk

## Appendix B – Location Map



For illustration purposes (Subject to Survey)

## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** MICHAEL ORESKOVIC

**REAL PROPERTY:**

Address Part of 190 EDINBURGH STREET, LONDON, ONTARIO

Location EAST OF WOODWARD AVENUE

Measurements Approximate size being +/- 778.44 square metres (or 8,379.05 sq. ft)  
(subject to final survey)

Legal Description: Part of Lots 36 to 41 on Plan 56(W) in the City of London, County of Middlesex and being Part of PIN 082500107 (LT) as highlighted in red and shown on Schedule "A" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be TWO HUNDRED THOUSAND DOLLARS CDN (\$200,000.00) payable as follows:
  - A) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **March 31, 2022**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **May 31, 2022** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **June 10, 2022**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

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

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

THE CORPORATION OF THE CITY OF LONDON

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

\_\_\_\_\_  
Michael Schuilthess, City Clerk

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

Kata Oreskovic  
Witness

Michael Oreskovic  
Michael Oreskovic

4.Feb.2022  
Date

VENDOR'S LAWYER: Thomas A. Bates - T: 519-472-0330

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

**SCHEDULE "A"  
THE PROPERTY**



**SUBJECT TO FINAL SURVEY**

**SCHEDULE "B"**  
**ADDITIONAL CONDITIONS**

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on May 31, 2022** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

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

2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement."
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Vendor agrees to consent to extend the closing for a period of up to one (1) month, without condition, to facilitate the deposit of the reference plan prior to closing.

**ADJUSTMENTS:** The purchase price payable by the Purchaser to the Vendor for the Property is calculated based upon an approximate area of 8,379.05 square feet x \$23.86 dollars per square foot. If the actual size of the Property to be conveyed (as shown in the deposited reference plan) is different by a minimum of 50 square feet more or less than approximated under this Agreement, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$23.86 dollars per square foot.

4. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#22024

February 28, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition - 190 Edinburgh Street  
Cavendish Phase III Infrastructure Renewal Project  
(Subledger LD220034)  
Capital Project ES254021 - Infrastructure Renewal Program - Stormwater Sewers & Treatment  
Michael Oreskovic

### Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,112,257	1,112,257	0	0
Land Acquisition	250,000	0	210,537	39,463
Construction	9,432,575	8,952,182	0	480,393
City Related Expenses	59,099	2,149	0	56,950
<b>Total Expenditures</b>	<b>\$10,853,931</b>	<b>\$10,066,588</b>	<b>\$210,537</b>	<b>\$576,806</b>
<b>Sources of Financing</b>				
Capital Sewer Rates	820,480	820,480	0	0
Drawdown from Sewage Works Renewal Reserve Fund	7,731,956	6,944,613	210,537	576,806
Canada Community-Building Fund	2,250,000	2,250,000	0	0
Other Contributions	51,495	51,495	0	0
<b>Total Financing</b>	<b>\$10,853,931</b>	<b>\$10,015,093</b>	<b>\$210,537</b>	<b>\$576,806</b>

### Financial Note:

Purchase Cost	\$200,000
Add: Legal Fees, etc.	5,200
Add: Land Transfer Tax	1,725
Add: HST @13%	26,676
Less: HST Rebate	-23,064
<b>Total Purchase Cost</b>	<b>\$210,537</b>

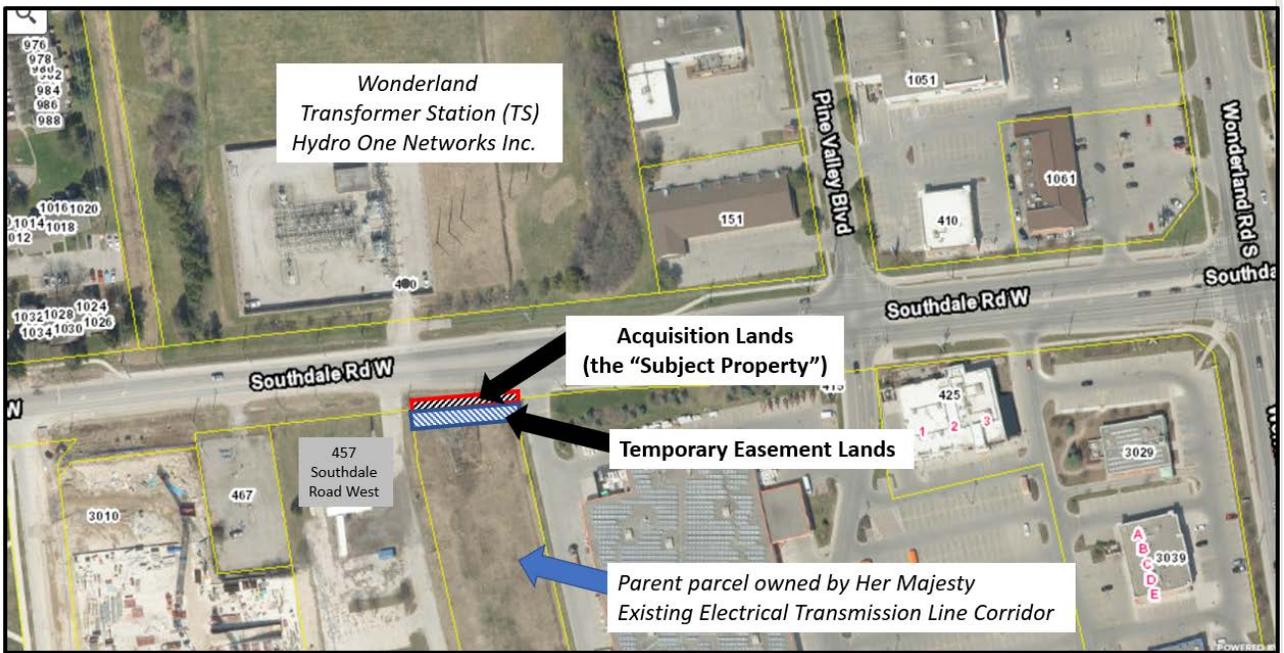


Jason Davies

Manager of Financial Planning & Policy

lp

## Appendix B – Location Map



For illustration purposes

**AGREEMENT OF PURCHASE AND SALE**

**OPERATIONAL LAND SALES TO MUNICIPALITIES**

**BETWEEN:**

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

(hereinafter called the “Vendor”)

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called the “Purchaser”)

**RECITALS:**

By Order in Council No. 1012/2018, approved and ordered July 25, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act, 2011* and other responsibilities were assigned and transferred to the Minister of Government and Consumer Services.

The Vendor is the owner in fee simple of the property defined as the “Property” in Article 1.1(x) of this Agreement.

Ontario Infrastructure and Lands Corporation (“OILC”) confirms that it is the designated agent of the Owner and has the authority to exercise all rights of the Owner and that both the Owner and OILC are and shall be bound by all the Vendor’s covenants, representations and warranties as provided herein.

The Property consists of corridor land transferred to Her Majesty the Queen in Right of Ontario pursuant to section 114.2 of the *Electricity Act* (the “Electricity Act”) and is subject to the statutory right provided by section 114.5 of the *Electricity Act*. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1 As used in this Agreement, the following terms shall have the following meanings:

- (a) **"Agreement"** means this agreement, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this agreement.
- (b) **"As Is Where Is"** has the meaning ascribed to it in Section 5.1 of this Agreement.
- (c) **"Authority"** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over, or having any interest in, the Property as defined herein, or the use thereof.
- (d) **"Buildings"** means any existing structure(s), fixtures (save and except tenant's fixtures, and fittings) and facilities located on the Lands, including all heating, ventilation, plumbing, electrical and mechanical systems and related components and equipment comprising a part thereof.
- (e) **"Business Day"** means any day on which the Government of Ontario normally conducts business.
- (f) **"Class EA"** means the Class Environmental Assessment Process for OILC Realty Activities as approved, amended, or renewed from time to time by the Minister of the Environment, Conservation and Parks pursuant to section 14 of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18.
- (g) **"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 environment 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), hydro chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Law now or hereafter enacted or promulgated by any Authority, or (iii) both (i) and (ii).
- (h) **"Date of Acceptance"** means the date that OILC approves and accepts this Agreement.
- (i) **"Date of Closing"** means the day which is fifteen (15) Business Days following
  - (i) the earlier of
    - (A) the date that the Purchaser waives or satisfies its condition(s) contained in Article 5 of this Agreement and
    - (B) the expiry of the Inspection Period if this Agreement has not otherwise been terminated in accordance with Article 5, or
  - (ii) the date that the Vendor fulfills its condition(s) contained in Article 6 of this Agreement,whichever date is the later date or any extension thereof pursuant to the terms of this Agreement.
- (j) **"Deposit"** means the deposit provided for in Section 2.1(a) of this Agreement.

- (k) "**Environmental Law**" includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licences, permits, orders, directors, guidelines, decisions rendered by any Authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance.
- (l) "**H.S.T.**" has the meaning ascribed to it in Section 3.1 of this Agreement.
- (m) "**Hazardous Substance**" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (n) "**Information Package**" means any package provided by OILC to the Purchaser containing copies of the Property Documents and other information relating to the Property.
- (o) "**Inspection Period**" means that period of time which is thirty (30) days following the later of the Date of Acceptance or the date the Vendor notifies the Purchaser that the approval of the Lieutenant Governor in Council has been obtained as provided for in Section 6.2(a) of this Agreement.
- (p) "**Lands**" means the land(s) described in Schedule "A" to this Agreement.
- (q) "**Land Use Regulations**" means any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans, zoning by-laws and zoning orders.
- (r) "**Municipality**" means the municipality (or municipalities) where the Property is located.
- (s) "**OILC**" means Ontario Infrastructure and Lands Corporation.
- (t) "**Open Data**" means data that is required to be released to the public pursuant to the Open Data Directive;
- (u) "**Open Data Directive**" means the Management Board of Cabinet's Open Data Directive, updated on April 29, 2016, as amended from time to time.
- (v) "**Owner**" means Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services.
- (w) "**Permitted Encumbrances**" means the statutory right applicable to corridor land pursuant to section 114.5 of the Electricity Act, the pre-existing rights or interests in the corridor land pursuant to section 114.4 of the Electricity Act, the rights of Hydro One Telecom Inc. pursuant to a Transfer and Grant of Easement Agreement dated April 1, 1999 and the encumbrances listed in Schedule "B" to this Agreement.
- (x) "**Property**" means collectively the Lands and the Property Documents but excludes Buildings and any other improvements on the Lands.
- (y) "**Property Documents**" means documents in OILC's current possession, to the best of its knowledge, related to the Property and may include:
  - (i) Plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Lands and related materials;

- (ii) Executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
  - (iii) Copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
  - (iv) Copies of building inspection reports, environmental reports, heritage reports and archaeological reports; and
  - (v) Any plan of survey of the boundaries of the Lands.
- (z) **“Purchase Price”** means the total amount as set out in Section 2.1 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of H.S.T. and subject to the adjustments specified in this Agreement.
- (aa) **“Vendor”** means the Owner and/or OILC.
- 1.2 All references to a statute or regulation includes all amendments, re-enactments or replacements of the statute or regulation.

**ARTICLE 2**  
**PAYMENT OF PURCHASE PRICE**

- 2.1 Under this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price of **Three Thousand Seven Hundred and Twelve (\$3,712.00)** Canadian Dollars, payable by the Purchaser to the Vendor, by cheque or bank draft.

**ARTICLE 3**  
**HARMONIZED SALES TAX**

- 3.1 The Purchase Price of the Property does not include the Harmonized Sales Tax (“H.S.T.”) payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act* (“ETA”). Subject to Section 3.2 below, the Purchaser agrees to pay to the Vendor, on the Date of Closing, as a condition of closing of this transaction by certified cheque or bank draft, all H.S.T. payable as a result of this transaction in accordance with the certified ETA.
- 3.2 Notwithstanding Section 3.1 above, the Vendor shall not collect H.S.T. from the Purchaser in this transaction if the Purchaser is registered under the ETA and in that event, the Purchaser shall file returns and remit such H.S.T. to the Receiver General for Canada when and to the extent required by the ETA. The Purchaser shall provide to the Vendor, prior to the Date of Closing, a statutory declaration confirming that the Purchaser is registered under the ETA for the purposes of collecting and remitting H.S.T., and confirming its H.S.T. registration number under the ETA, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor’s failure to collect H.S.T. from the Purchaser on the Date of Closing, such statutory declaration and indemnity to be in a form satisfactory to the Vendor’s solicitor, acting reasonably.
- 3.3 The Purchaser’s obligations under this Article 3 shall survive closing.

**ARTICLE 4**  
**LAND TRANSFER TAX AND FEES**

- 4.1 The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Lands.

**ARTICLE 5**  
**PURCHASER’S CONDITION, INSPECTION PERIOD, "AS IS WHERE IS"**  
**CONDITION AND INDEMNITY**

- 5.1 The Purchaser shall accept, assume and take title to the Property in an "As Is Where Is" condition. The term "As Is Where Is" means in its condition or state on the date of this Agreement without any agreement, representation, covenant, or warranty of any kind, either express or implied on the part of the Vendor, as to the state of title, description, physical condition, the condition of the soil, the subsoil, the ground and surface water or

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any other environmental matters, the condition of the Lands or any other matter respecting the Property whatsoever, including without limitation, compliance with all laws including but not limited to Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to the closing of this transaction, any applications to the Municipality or any Authority for changes or variances to the uses currently permitted on the Property including, without limitation, changes or variances to official plans and/or zoning by-laws applicable to the Property.

- 5.2 During the Inspection Period, the Purchaser shall conduct whatever investigations, tests and inquiries it deems advisable with respect to the Property and its proposed use thereof including, without limitation, the condition and state of repair of any other matters of interest to the Purchaser with respect to the Property and shall satisfy itself with the result of all such investigations, tests and inquiries. If the Purchaser is not satisfied with any such matters, it shall have the right to terminate this Agreement by written notice at any time within the Inspection Period in which event the Deposit shall be returned to the Purchaser without deduction.
- 5.3 The Vendor grants to the Purchaser the right to enter upon the Property during the Inspection Period at its own risk and to conduct such investigations, tests and inquiries at its own expense as the Purchaser deems necessary in this regard, provided the Purchaser takes all reasonable care in the conduct of such investigations, tests and inquiries. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor and Hydro One Networks Inc. from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from its/their and/or its/their agents' or consultants' presence on the Property or its/their and/or its/their agents' or consultants' activities on or in connection with the Property.
- 5.4 In the event that the Vendor has provided the Purchaser with any report regarding the condition of the Property, it is agreed that the Vendor makes no representations or warranties with respect to the completeness or accuracy of such report(s) and shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any omission or inaccuracy contained therein. The Purchaser covenants and agrees that any and all reports provided by the Vendor or obtained by the Purchaser and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the report(s) or any of the information contained therein to any other individual, or corporation or to any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Property by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such report(s) or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will return to the Vendor all reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all environmental or other reports the Purchaser commissions or obtains during the course of its investigations.
- 5.5 In the event of this Agreement not being terminated as herein provided, the Purchaser shall be conclusively deemed to have waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made within the Inspection Period, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5.6 The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor and its employees, directors, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise

as a result of (a) the condition of the Property, (b) any order issued by any Authority in connection with the condition of the Property, or (c) any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant or (d) any order, award, direction, payment, cost or other expense loss or liability constituting incremental costs as such term is used in Part IX.1 of the Electricity Act and (e) the Purchaser's failure to comply with any obligations of the owner of the Property as contained in the Permitted Encumbrances.

- 5.7 This Article 5 shall not merge but shall survive the Date of Closing and shall be a continuing obligation of the Purchaser.

**ARTICLE 6**  
**VENDOR'S CONDITIONS**

- 6.1 (a) This Agreement is subject to the conditions set forth in Sections 6.2, 6.3, 6.4 and 6.5 hereof which have been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Date of Closing.
- (b) If a condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser without deduction.
- 6.2 (a) It is a condition of this Agreement that the Vendor shall have obtained the approval of the Lieutenant Governor-in-Council pursuant to subsection 9(4) of the *Ministry of Infrastructure Act*, for the sale of the Property to the Purchaser, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld and the Vendor shall notify the Purchaser if and when such approval is obtained.
- (b) The Purchaser agrees that should the Vendor be unable to satisfy this condition within nine (9) months following the Date of Acceptance, subject to any agreement between the parties, this Agreement shall automatically be terminated and the Deposit shall be returned to the Purchaser without deduction.
- 6.3 The Vendor shall undertake or has undertaken such actions and measures as it deems necessary to comply with the requirements of the *Environmental Assessment Act*, and the Class EA in each such case as they apply to the Property and the transaction contemplated by this Agreement (collectively, the "Environmental Requirements").
- 6.4 Notwithstanding any other provision of this Agreement, the closing of such transaction is subject to continuing compliance to the Date of Closing with all such Environmental Requirements and in the event that prior to the Date of Closing:
- (a) any Authority makes or issues any order or directive pursuant to the Environmental Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Environmental Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*); or
- (b) the Vendor receives any notice or communication from any such governmental or public authority that it is considering whether to make or issue any such order or directive; or
- (c) a written request has been made to the Minister of the Environment, Conservation and Parks of which the Vendor has notice, that other or different measures be taken to comply with the Environmental Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Date of Closing for up to an additional thirty (30) days by notice in writing to the Purchaser during which time the Vendor shall:

- (a) determine if the request in Section 6.4(c) above has been satisfied or has been refused;
- (b) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event it may extend the Date of Closing up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate); or
- (c) terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force or effect and the Deposit shall be returned to the Purchaser without deduction, and neither party shall be further liable to the other pursuant to this Agreement.

6.5 If at any time prior to the Date of Closing the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Date of Closing up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest; or
- (b) have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchasers obligations pursuant to Section 5(3) of this Agreement.

#### ARTICLE 7 RISK

7.1 Until the closing of this Agreement on the Date of Closing, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Article 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Date of Closing, the Vendor may elect

- (a) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the transaction without an abatement in the Purchase Price; or
- (b) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arms length in which event the Purchaser will complete the transaction and accept a price reduction equal to such cost, or
- (c) to terminate this Agreement in which case the Deposit shall be immediately returned to the Purchaser, without deduction, and neither party shall have any further rights or obligations hereunder.

**ARTICLE 8**  
**VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 8.1 The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of section 116 of the *Income Tax Act* (Canada).
- 8.2 The Information Package, if any, provided by the Vendor or its agents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any of the information it has provided to the Purchaser.

**ARTICLE 9**  
**PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 9.1 The Purchaser warrants and represents to the Vendor and hereby declares that the Purchaser does not have a conflict of interest with the Owner or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule "C" at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Date of Closing.
- 9.2 The Vendor shall deliver and the Purchaser shall accept vacant possession of the Property on the Date of Closing in an As Is Where Is condition, subject to the Permitted Encumbrances.
- 9.3 As of the Date of Closing, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 9.4 Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of and assume the obligations of the Owner under the terms of the Permitted Encumbrances as they relate to the Property, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall assume and be bound by any contractual or other obligations which the Vendor, or any prior owner, may have entered into concerning the Property prior to the Date of Closing.
- 9.5 On the Date of Closing, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this Article 9.

**ARTICLE 10**  
**PLANNING ACT**

- 10.1 This Agreement is subject to compliance with the subdivision control provisions of the *Planning Act*, a Consent for which shall be obtained by the Purchaser at its sole expense.
- 10.2 The Purchaser acknowledges that although the Vendor is entitled to rely on the Provincial Crown exemption in section 50(3) (c) of the *Planning Act* from the requirement to obtain a Consent, the Vendor will not exercise its right to use such exemption unless requested to do so by the local municipal corporation in the absence of which the Vendor will be required to proceed by way of obtaining a Consent pursuant to the *Planning Act* from the relevant Municipality. If necessary, the Vendor shall proceed with diligence to obtain such Consent at the sole cost and expense of the Purchaser, which cost shall include all application fees, legal fees and disbursements, and all costs and expenses in connection with satisfying and/or complying with any conditions imposed as a condition of Consent (the "Conditions"). If so requested by the Vendor, the Purchaser shall co-operate with the Vendor in the application for Consent by revealing its proposed plans for the Property, attending at any hearings and making submissions and/or executing any documents required as a condition of obtaining such Consent.

- 10.3 Notwithstanding the foregoing, if, after preliminary discussions with the Planning and Building Department of the relevant Municipality, the Vendor is of the opinion it will not be requested to use its Provincial Crown exemption or that the Consent would not be granted, the Vendor shall be entitled to terminate this Agreement and the Deposit shall be returned to the Purchaser without deduction and neither party shall have any further obligation to the other respecting this Agreement.
- 10.4 If approval by the appropriate body is not given or, if approval is given but Conditions are attached which the Vendor in its absolute discretion is not prepared to satisfy, or if approval is given, but is appealed and the Vendor is not prepared to defend such appeal, then the Vendor may, by notice in writing to the Purchaser, terminate this Agreement, and the Deposit shall be returned to the Purchaser without deduction and neither party shall have any further obligation to the other respecting this Agreement.
- 10.5 In the absence of delivery of notice of termination by the Vendor as described in Sections 10.3 or 10.4, this Agreement shall be completed on the later of:
- (a) the Date of Closing;
  - (b) five (5) days after notice is given by the Vendor to the Purchaser that the Consent is final and binding, if no Conditions have been imposed and is not subject to further appeal; or
  - (c) five (5) days after notice is given by the Vendor to the Purchaser that the Conditions have been satisfied, if Conditions have been imposed, and is not subject to further appeal.
- 10.6 Notwithstanding the foregoing, this Agreement may be terminated by the Vendor if the Consent is not final and binding, or if any Conditions which have been imposed have not been satisfied, within one hundred and eighty (180) days after the Date of Acceptance (the "Initial Period"). If the Consent is not final and binding, or if any Conditions imposed have not been satisfied, by such date, the Vendor may, at any time up to ten (10) days following the expiration of the Initial Period, or each extended time period, as the case may be, extend the time on one or more occasions to obtain the Consent in final and binding form, or to satisfy any Conditions imposed, as the case may be, for further periods of time chosen by the Vendor, provided that the total number of days of extension do not exceed three hundred and sixty-five (365) days after the Date of Acceptance (the "Extended Period") upon notice to the Purchaser. If the Consent is not final and binding, or if all Conditions have not been satisfied by the expiration of the Extended Period, this Agreement shall automatically be terminated and the Deposit shall be returned to the Purchaser without deduction and neither party shall have any further obligation to the other respecting this Agreement.
- 10.7 The parties acknowledge that the Vendor shall not be obligated to appeal any refusal to grant the Consent to the severance, or any Conditions imposed, by the Committee of Adjustment or Land Division Committee, or to defend any appeal to the Ontario Municipal Board of an approval but may, in its sole and unfettered discretion, be entitled to do so.
- 10.8 Request to exercise its Provincial Crown exemption pursuant to section 10.2 shall be in the form of:
- (a) a letter from the Municipality's Planning and Building Department requesting the Vendor to exercise its Provincial Crown exemption set out in subsection 50(3)(c) of the *Planning Act*; or
  - (b) a resolution of the Council of the Municipality requesting that the Vendor exercise its Provincial Crown exemption set out in subsection 50(3)(c) of the *Planning Act*.

**ARTICLE 11**  
**REFERENCE PLAN**

- 11.1 The Purchaser shall prepare and deposit, at its own expense, in the appropriate Land Registry Office, a reference plan of survey of the Lands, if required. The Vendor shall provide the Purchaser with a copy of the deposited reference plan for this transaction on or before the Date of Closing.

**ARTICLE 12**  
**TITLE**

- 12.1 The Purchaser shall have the Inspection Period to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are, to the best of the Vendor's knowledge, in the possession of the Vendor.
- 12.2 On the Date of Closing, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:
- (a) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands;
  - (b) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey;
  - (c) the Land Use Regulations;
  - (d) all other Permitted Encumbrances.
- 12.3 The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.
- 12.4 If, during the Inspection Period, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall be returned to the Purchaser without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

**ARTICLE 13**  
**NO ASSIGNMENT**

- 13.1 The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto.

**ARTICLE 14**  
**PREPARATION OF TRANSFER/DEED DOCUMENTS AND LEGAL FEES**

- 14.1 The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("Land Transfer Tax Affidavit"), which will be prepared by the Purchaser. The Purchaser shall pay its own legal costs, registration costs, and all land transfer tax payable.
- 14.2 All reasonable legal costs incurred by the Vendor, inclusive of disbursements as they pertain to this Agreement and the completion of the transaction of purchase and sale, shall be paid by the Purchaser. Such costs shall be treated as an adjustment to the Purchase Price in accordance with this Agreement.

**ARTICLE 15**  
**TENDER**

- 15.1 Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by certified cheque or bank draft.

**ARTICLE 16**  
**ADJUSTMENTS**

- 16.1 Adjustments between the Vendor and the Purchaser shall be made on the Date of Closing for taxes, local improvement rates, utility costs, rents, legal costs and disbursements, any other costs or expenses payable by the Purchaser hereunder, and other matters or items which are ordinarily the subject of adjustment. Such adjustments shall be made on the basis that the Date of Closing shall be for the Vendor's account.
- 16.2 Any adjustments that cannot be determined on the Date of Closing shall be determined by the parties as soon after the Date of Closing as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. Upon closing, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.

**ARTICLE 17**  
**ELECTRONIC REGISTRATION**

- 17.1 Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario) and the *Electronic Registration Act* (Ontario) and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the closing of this transaction); and
  - (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada.

**ARTICLE 18**  
**CLOSING DELIVERABLES**

- 18.1 The Vendor shall deliver to the Purchaser on or before the Date of Closing, each of the following:
- (a) possession of the Property, in an As Is Where Is condition, subject to the Permitted Encumbrances;
  - (b) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit) or if applicable, such documents as are required to convey title in the electronic registration system;
  - (c) an undertaking to re-adjust the statement of adjustments upon written demand, if necessary;
  - (d) a direction regarding the payment of funds, if necessary;
  - (e) statement of adjustments; and
  - (f) such other deeds, conveyances or other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

- 18.2 The Purchaser shall deliver to the Vendor on or before the Date of Closing:
- (a) payment of the balance of the Purchase Price subject to adjustments;
  - (b) if applicable, such documents as are required to convey title in the electronic registration system;
  - (c) a direction as to title, if necessary;
  - (d) an undertaking to re-adjust the statement of adjustments upon written demand, if necessary;
  - (e) H.S.T. Declaration and Indemnity;
  - (f) Statutory Declaration referred to in Schedule "C";
  - (g) an Assignment, Assumption and Indemnity pursuant to Section 9.5 in the form prepared by the Vendor's solicitor;
  - (h) Document Registration Agreement as set out in Schedule "D";
  - (i) Acknowledgement and Direction as set out in Schedule "E"; and
  - (j) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

**ARTICLE 19**  
**NOTICE**

- 19.1 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine addressed to the Purchaser at:

The Corporation of the City of London  
Realty Services  
300 Dufferin Avenue  
London, Ontario  
N6A 4L9

Attention: Director, Realty Services

Telephone: 519-661-2489 x 5445  
Facsimile: 519-661-5087

and to the Vendor at:

c/o 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, Ontario  
M5G 1Z3

Facsimile: 416-327-3376

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or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

**ARTICLE 20**  
**GENERAL**

- 20.1 Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
- 20.2 This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement (collectively, the "Obligations") shall not merge on the closing of this transaction, but shall survive closing and remain in full force and effect and binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 20.3 Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 20.4 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property.
- 20.5 This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 20.6 The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions of this Agreement. The Purchaser acknowledge that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and Open Data may be released pursuant to the Open Data Directive. 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.
- 20.7 The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all material and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, employees, agents, sub-contractors, volunteers and financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

**ARTICLE 21**  
**IRREVOCABLE PERIOD**

- 21.1 Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for forty-five (45) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said forty-five (45) day period, subject to an extension for a further period up to forty-five (45) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance,

constitutes a binding contract of purchase and sale. This offer may be made 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 of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart of this Agreement 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 of this Agreement.

**ARTICLE 22**  
**PUBLIC INFRASTRUCTURE PURPOSE OF TRANSFER**

- 22.1 (i) The Purchaser acknowledges and agrees that it requires the Lands solely for public infrastructure purposes and that it requested the Vendor to enter into the Agreement for the purpose of enabling it to construct such public infrastructure.
- (ii) The Purchaser further acknowledges and agrees that the Vendor has agreed to transfer the Lands to it and has entered into the Agreement in reliance on the Purchaser's acknowledgement and agreement herein that it will use the Lands solely for public infrastructure purposes.
- (iii) The Purchaser agrees that it shall not use the Lands for any purpose other than public infrastructure purposes. If the Purchaser uses the lands for a purpose other than public infrastructure purposes, the Purchaser shall re-convey the Lands to the Vendor within thirty (30) days of having received notice from the Vendor demanding such re-conveyance, and the Vendor shall pay to the Purchaser on the Date of closing of the re-conveyance the amount of the Purchase Price provided for in ARTICLE 2 herein and no other amount whatsoever.
- 22.2 For the purposes of section 22.1, the use by the Purchaser of the Lands for purposes other than public infrastructure purposes shall be deemed to include any one or more of the following circumstances:
- (i) if the Purchaser uses the Land for a purpose other than public infrastructure;
- (ii) if the Purchaser does not complete the construction of the planned public infrastructure within five (5) years following the Date of closing of the Vendor's conveyance of the Lands to it under the Agreement;
- (iii) if the Purchaser offers all or part of the Lands for sale, whether by way of an offer to the public or to a class of one or more purchasers and whether for nominal consideration or more, without having received the prior written consent of the Vendor, which consent may be arbitrarily withheld;
- (iv) if the Purchaser enters into an agreement of purchase and sale respecting all or part of the Lands, without having received the prior written consent of the Vendor, which consent may be arbitrarily withheld.
- 22.3 The Vendor may register or cause to be registered against the Lands one or more documents enabling it to enforce this ARTICLE 22, including without limitation, notice of the provisions of this ARTICLE 22 and a Caution, or restrictions, conditions or covenants under the *Land Titles Act*.

OFFERED BY the Purchaser this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CORPORATION OF THE CITY OF LONDON**

**Per:** \_\_\_\_\_  
**Name:**  
**Title:**

**Per:** \_\_\_\_\_  
**Name:**  
**Title:**

I/We have the authority to bind the Corporation.

ACCEPTED BY the Vendor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**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

**Schedule "A"**

**LEGAL DESCRIPTION OF LANDS**

**Part of Lot 37, Concession 2, Geographic Township of Westminster,  
in the City of London, Middlesex County,  
Designated as Parts 5 & 6 on Plan 33R-20757  
being Part of PIN 08209-0179 (LT)**

**Schedule "B"**

**ADDITIONAL PERMITTED ENCUMBRANCES**

**General Encumbrances:**

- (a) the Lease, if any.
- (b) the Tenancy Agreements, if any, (for greater certainty including expired leases registered against title to the Property) and any notices of such leases registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Date of Closing and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
- (c) Liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
- (d) easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or user, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, sub-licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
- (e) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use or marketability of the Property for the purpose for which it is presently held;
- (f) cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
- (g) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
- (h) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
- (i) the provisions of all applicable law including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
- (j) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the use or marketability of the Property;
- (k) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a Tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work.

**Specific Encumbrances:**

All instruments registered on title to the Property as of the Closing Date of this Agreement and any existing lease or licence granted, including but not limited to:

**None.**

Schedule "C"

STATUTORY DECLARATION

Canada ) IN THE MATTER OF THE TITLE TO:  
Province of Ontario )  
) )  
) ) AND IN THE MATTER OF A SALE  
) ) THEREOF from HER MAJESTY THE  
) ) QUEEN, IN RIGHT OF ONTARIO, AS  
) ) REPRESENTED BY THE MINISTER  
) ) OF GOVERNMENT AND CONSUMER  
) ) SERVICES AS REPRESENTED BY THE  
) ) ONTARIO INFRASTRUCTURE AND  
) ) LANDS CORPORATION  
) ) (the "Vendor")  
TO WIT ) to: [ ]  
) ) (the "Purchaser")

I, [ ] of the [ ], in the Province of Ontario,

DO SOLEMNLY DECLARE that:

1. I am the [ ] {title} of [ ] {name of Purchaser}, the Purchaser in the above-captioned transaction and as such have knowledge of the matters hereinafter declared.
2. To the best of my knowledge and belief [ ] {name of Purchaser} and Ontario Infrastructure and Lands Corporation are arms lengths parties and [ ] {name of Purchaser} has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms lengths parties.
3. To the best of my knowledge and belief [ ] {name of Purchaser} and Her Majesty The Queen in Right of Ontario as represented by The Minister of Government and Consumer Services are arms lengths parties and [ ] {name of Purchaser} has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms lengths parties.
4. To the best of my knowledge and belief, there are no outstanding legal disputes or actions between the Vendor and Purchaser.
5. To the best of my knowledge and belief, [ ] {name of Purchaser} is not in conflict with Ontario Infrastructure and Lands Corporation (or any of its employees) to the above transaction.
6. To the best of my knowledge and belief, [ ] {name of Purchaser} is not in conflict with Her Majesty The Queen In Right of Ontario as Represented By The Minister of Government and Consumer Services (or any of its employees) to the above transaction.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named )  
Declarant, before me at the \_\_\_\_\_ of )  
\_\_\_\_\_, this )  
day of \_\_\_\_\_, 20\_\_\_\_. ) \_\_\_\_\_

A Commissioner, etc. )

Schedule "D"

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

\_\_\_\_\_  
(hereinafter referred to as the "Purchaser's Solicitor")

AND:

\_\_\_\_\_  
(hereinafter referred to as the "Vendor's Solicitor")

RE: \_\_\_\_\_ (the "Purchaser") purchase from \_\_\_\_\_ (the "Vendor") of  
\_\_\_\_\_ (the "Property") pursuant to an agreement of purchase and sale  
dated \_\_\_\_\_, as amended from time to time (the "Purchase Agreement"),  
scheduled to be completed on \_\_\_\_\_ (the "Closing Date")

**FOR GOOD AND VALUABLE CONSIDERATION** (the receipt and  
sufficiency of which is hereby expressly acknowledged), the parties hereto hereby  
undertake and agree as follows:

Holding Deliveries  
In Escrow

1. The Vendor's Solicitor and the Purchaser's Solicitor shall hold all funds and closing documentation exchanged between them (the "Requisite Deliveries") in escrow, and shall not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor's Solicitor and the Purchaser's Solicitor have been authorized by their respective clients to enter into this agreement.

Advising of  
Concerns with  
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to same.

Selecting Solicitor  
Responsible for  
Registration

3. The Purchaser's Solicitor shall be responsible for the registration of the Electronic Documents (as hereinafter defined) unless the box set out below indicating that the Vendor's Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the "Registering Solicitor" and the other solicitor shall be referred to as the "Non-Registering Solicitor":

Vendor's Solicitor will be registering the Electronic Documents

Responsibility of  
Non-Registering  
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

- a) the receipt from the Registering Solicitor of notice of the registration particulars of the Electronic Documents; or
- b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows [\_\_\_\_\_ a.m./p.m. on the Closing Date] (the "Release Deadline"), and provided that notice under paragraph 6 below has not been received.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date.

Responsibility of  
Registering  
Solicitor

5. The Registering Solicitor shall, subject to paragraph 6 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the "Electronic Documents") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non- Registering Solicitor, and immediately thereafter notify the Non- Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties), whereupon the Non- Registering Solicitor and the Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.

Returning  
Deliveries where  
Non-registration

6. Any of the parties hereto may, prior to the Release Deadline, notify the other party that he/she does not wish to proceed with the registration<sup>1</sup> of the Electronic Documents, and provided that such notice is received by the Registering Solicitor before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.

Counterparts  
& Gender

7. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context.

Purchase  
Agreement  
Prevails if  
Conflict or  
Inconsistency

8. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.

Telefaxing  
Deliveries  
& Providing  
Originals if  
Requested

9. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

---

<sup>1</sup> For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name/Firm Name of Vendor's Solicitor

Name/Firm Name of Purchaser's Solicitor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Signing

Name of Person Signing

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

*Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 28, 2001.*

Schedule "E"

ACKNOWLEDGEMENT AND DIRECTION

TO:

RE: \_\_\_\_\_

(Insert brief description of transaction)

This will confirm that:

- The undersigned (has) have reviewed the information set out in the draft document(s) attached, and that this information is accurate;
- You are authorized and directed to register or cause to be registered electronically on behalf of the undersigned the following document(s):
  - 1.
  - 2.
  - 3.
 as well as any other document(s) required to complete the transaction described above;
- You are authorized to amend the above-described documents as required in order to complete the transaction in accordance with its terms or as the undersigned may instruct from time to time;
- You are authorized and directed to enter into a Document Registration Agreement substantially in the form attached hereto as Schedule "A" and the undersigned acknowledge(s) that the undersigned shall be bound by the terms of that Agreement;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the undersigned and the undersigned understand(s) that the undersigned (is a party) are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if the undersigned had personally signed these documents; and
- The undersigned (is) are in fact (the party) parties named in the electronic documents described in this Acknowledgement and Direction and the undersigned (has) have not misrepresented the identity of (any of) the undersigned to you.

[Family Law Act statement where required]

The undersigned acknowledges and agrees that in effecting the electronic registrations hereby authorized, you will be relying on the accuracy and authority of the foregoing statements.

Dated at Toronto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Witness: (as to all signatures, if applicable)      ◇

\_\_\_\_\_  
 ◇

\_\_\_\_\_

[OR]

◇ [Company Name]

Per: \_\_\_\_\_  
 Name: ◇  
 Title: ◇

Per: \_\_\_\_\_  
 Name: ◇  
 Title: ◇

**LICENCE OF LAND FOR TEMPORARY USE AND ACCESS**

**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")

**RECITALS:**

- A. The Licensor (previously the Minister of Economic Development, Employment and Infrastructure or the Minister of Infrastructure) 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 37, Concession 2, Geographic Township of Westminster, more particularly described as Part 7 of Plan 33R-20757 and shown hatched on the drawings attached hereto as Schedules "A-1" to "A-3" (hereinafter referred to as the "Lands").
- B. 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* (the "Act") as amended and that pursuant to section 114.5(1) of the Act, Hydro One Networks Inc. has the right to use the Lands to operate a Transmission System or Distribution System.
- C. 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.
- D. The Licensee has offered to purchase for consideration a licence to use the Lands for the purpose of Access and Grading (hereinafter referred to as the "Use") and the Licensor is agreeable to the Licensee using the Lands in order to complete the said Use on the covenants, terms and conditions contained herein.

**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 environment 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), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any 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 (Ontario)*, the *Environmental Assessment Act (Ontario)*, the *Ontario Water Resources Act (Ontario)*, the *Occupational Health and Safety Act, (Ontario)*, the *Safe Drinking Water Act (Ontario)* 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) **“Open Data”** means data that is required to be released to the public pursuant to the Open Data Directive.
- (i) **“Open Data Directive”** means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.
- (j) **“Permittee”** means any existing or contemplated tenant, subtenant, dominant owner of an easement, invitee, licensee, permittee, mortgagee, grantee, security holder or other person including any competent authority.
- (k) **“Transmission System”** shall have the same meaning as defined in the Act and for the purpose of this Licence includes any part of a Transmission System located on the Lands.

All references to a statute or regulation includes all amendments, re-enactments or replacements of the statute or regulation.

#### **Grant of Licence, Term, Fee**

2. The Licensor hereby grants permission to the Licensee to use the Lands on a non-exclusive basis for the purpose of the Use only, for a term of **One (1) year** (the “Term”) with a starting date of the **1<sup>st</sup> day of May, 2022** (the “Starting Date”) and a completion date of the **30<sup>th</sup> day of April, 2023** (the “Completion Date”) 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 Licence Fee in the sum of One Thousand Two Hundred and Fifty dollars (\$1,250.00), plus all applicable taxes, payable to Ontario Infrastructure and Lands Corporation on or before the Starting Date.
4. The Licensee shall provide to the Licensor on or before the Starting Date a certified cheque in the amount of zero dollars (\$ 0.00) payable to Hydro One Networks Inc., to be held by the Licensor as security for the Licensee's obligations under this Licence (the "Security Bond").
5. The Licensee shall pay all applicable taxes on any and all payments, if required by law.

#### **Use of Lands**

6. 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.
7. (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 section 7(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.
8. 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.

#### **Licensee's Covenants**

9. 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 forty-eight (48) hours 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.
10. 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.
11. The Licensee shall make arrangements for access to the Lands with the Licensor at least seventy-two (72) hours prior to the commencement of the work authorized by this Licence.

12. The Licensor shall provide the Licensee with a defined access and crossing with respect to the Lands and the Licensee agrees only to use such defined access and crossing point.
13. Prior to the Licensee's first entry onto the Lands, the Licensee shall install temporary fences around the area of its use of or access to the Lands and such fences shall be maintained in place for the duration of this Licence in accordance with the specifications, if any, of the Licensor and Hydro One Networks Inc.
14. The Licensee agrees that while the gates if any to the Lands are open, any access to the Lands will be the Licensee's responsibility, and the Licensee further agrees that these gates must be kept closed when the Licensee is not using the Lands.
15. The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensor.
16.
  - (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) The Licensee shall use its continuing efforts to ensure that it shall not cause the mobilization or migration of any existing contaminants, and if it does, the Licensee shall immediately clean up and remove same, at its sole cost and expense.
  - (d) 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 Hydro One 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.
  - (e) 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.
17. 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.
  18. The Licensee shall not in any way use or trespass on any lands adjoining the Lands.
  19. The Licensee shall not pile snow on the Lands or 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.
  20. The Licensee is responsible for obtaining all underground locates on the Lands.
  21. The Licensee shall not leave any open trenches on the Lands unattended. All open trenches shall be completed and clearly fenced in, with such fencing to remain up for the duration of the trenching work.
  22. The Licensee agrees that:
    - (a) all construction and other work carried out by the Licensee under this Licence Agreement, shall be carried out in a safe manner;
    - (b) there shall be no dumping of any materials on the Lands and no raising of dump boxes or loader buckets under the live overhead conductors;
    - (c) there shall be no loading or storage of material under the live overhead conductors. Loading or temporary storage of material is permitted elsewhere on the Lands, but the exact location of this activity must first be clearly identified and approved by the Licensor or Hydro One Networks Inc.;
    - (d) any access must be identified and approved by the Licensor or Hydro One Networks Inc. and fenced with temporary snow fences, for the duration of this Licence, in order to keep equipment away from any structures, or live overhead apparatus;
    - (e) the Licensor may require the Licensee to post danger warning signs at designated locations of the Lands; and
    - (f) the Use shall not, in the Licensor's sole discretion, in any way reflect improperly on the Licensor or the Government of Ontario.
    - (g) A distance of five (5) metres shall be maintained from all guy wires and structures. The Licensee, prior to access, shall ensure that all guy wires are properly flagged.
  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. 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.
25. The Licensee shall remove all of its materials, equipment, installations and all debris, trash and other waste from the Lands and to restore the Lands to its original condition, and to the satisfaction of the Licensor prior to the Completion Date. The Licensee shall contact the Licensor upon completion of the restoration of the Lands to provide the Licensor the opportunity to ensure that the conditions of the Lands are restored to the Licensor's satisfaction.
26. The Licensee agrees that in the event the Lands have not been restored by the Completion Date, the Security Bond will be forfeited to the Licensor, who shall be entitled to restore the Lands to the Licensor's satisfaction. If the cost of repairing or restoring the Lands exceeds the amount secured under the Security Bond, the Licensee will be further liable to the Licensor for payment of such additional costs and shall pay these additional costs to the Licensor within three (3) consecutive Business Days of being invoiced for such additional costs.

#### **Default**

27. If 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.
28. 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.
29. In the event of any default of the Licensee in performing any work, repairs, or other obligations of the 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 the 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.
30. 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 and other than a default under section 22(f) hereof, the Licensor may provide written notice to the Licensee specifying the default, and if the default is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within seven (7) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the seven (7) day period aforesaid without any further notice.
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 forthwith and without any notice terminate this Licence if the Licensee contravenes section 22(f) hereof.

### **Right to Enter or Terminate**

32. 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 activity 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.
33. 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.
34. 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 seven (7) consecutive days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if 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.
35. If the Licensor delivers notice of termination pursuant to section 34 above, then all or such required portion of the Lands 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 section 25 above. 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.

### **Indemnity and Release**

36. (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 would not have happened but for this Licence or anything done or maintained by the Licensee thereunder or intended so to be, 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 for whom the Licensor is responsible in law and Hydro One Networks Inc. and its affiliates and their respective successors, administrations, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom Hydro One 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 36(b) of this Licence. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Her Majesty the Queen in right of Ontario, as represented by the Minister of Government and Consumer Services, and OILC and Hydro One Networks Inc. as additional insureds, (2) contain a cross liability clause, and (3) 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 Starting Date.
37. 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**

38. 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**

39. The Licensee acknowledges that this Agreement and any information or documents that are provided to the Licensor may be released pursuant to the provisions of the *Freedom*

of *Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and Open Data may be released pursuant to the Open Data Directive. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

40. 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.
41. 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.

42. 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  
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, Ontario  
M5G 1Z3

Facsimile: 416-327-3376

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

The Corporation of the City of London  
Realty Services  
300 Dufferin Avenue  
London, Ontario  
N6A 4L9

Attention: Director, Realty Services

Telephone: (519) 661-2489 x 5445  
Facsimile: (519) 661-5087

- 43. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.
- 44. 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.
- 45. 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.
- 46. This Licence 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.

**IN WITNESS WHEREOF** the parties hereto have executed this Licence.

Signed by the Licensee at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**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 \_\_\_\_\_ 20\_\_.

**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:** \_\_\_\_\_

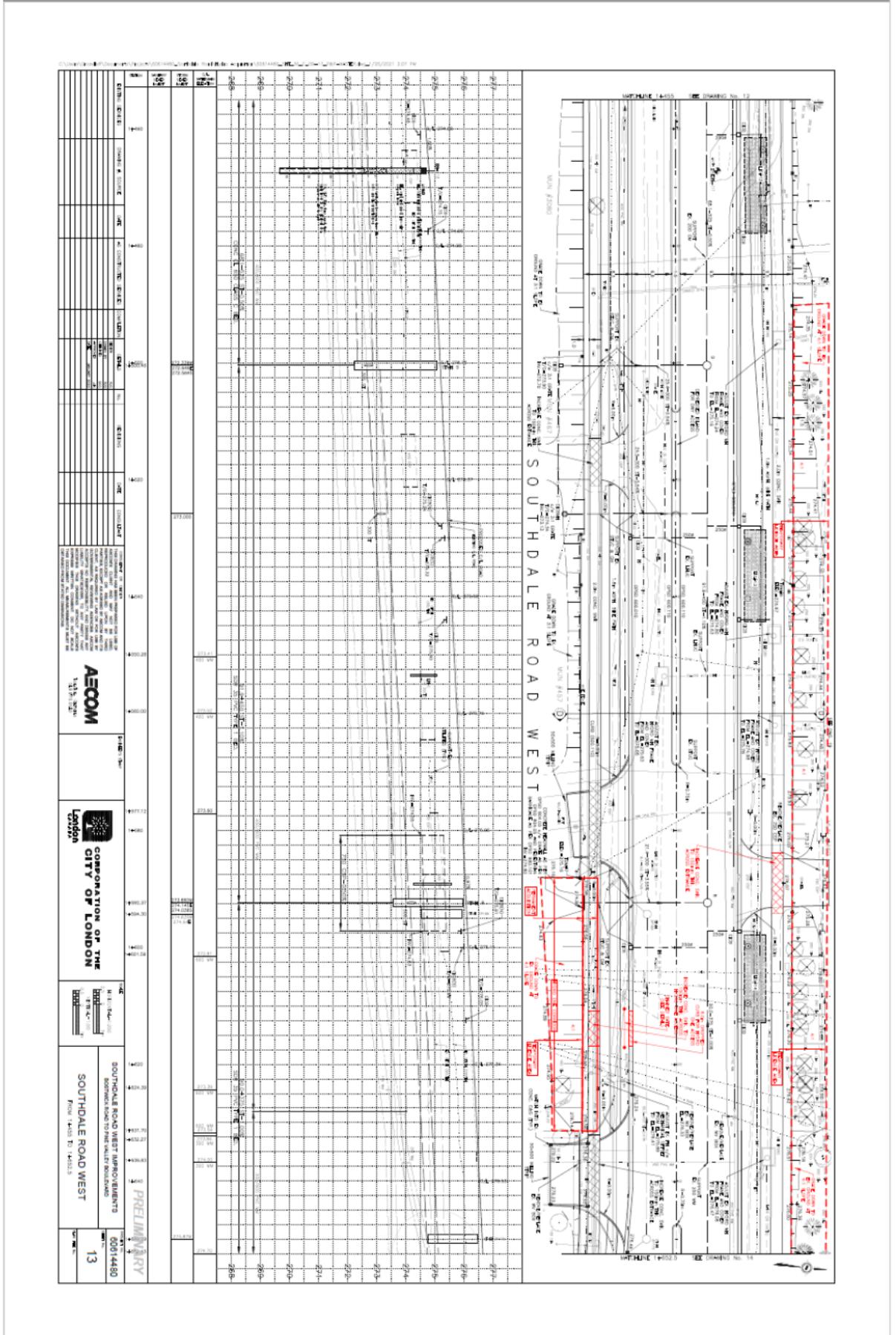
**Name:**

**Title:**

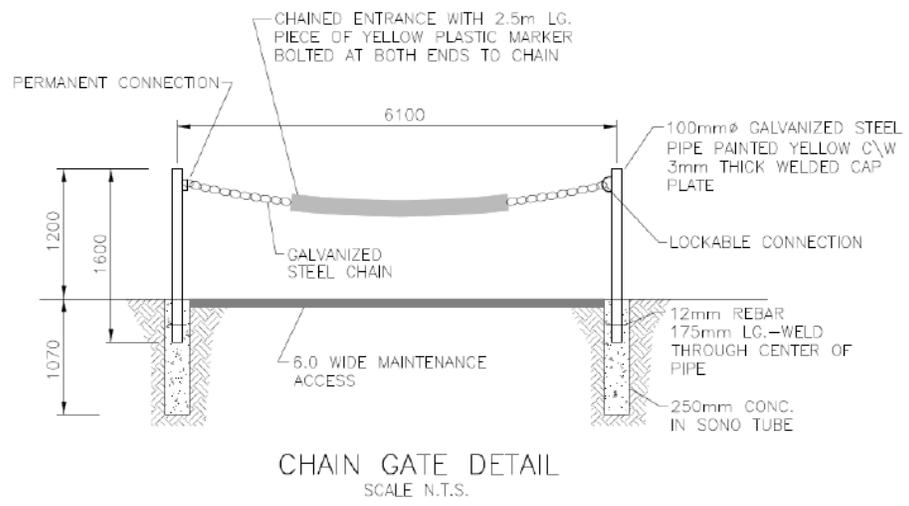
**Authorized Signing Officer**



SCHEDULE "A-2"



SCHEDULE "A-3"



# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#22024

February 28, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition - Hydro One Networks Inc. & Infrastructure Ontario  
Southdale Road West Transportation Project  
(Subledger LD220033)  
Capital Project TS1629-1 - Southdale Road West - Bostwick to Pine Valley  
Her Majesty the Queen in Right of Ontario

**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	493,482	493,482	0	0
Land Acquisition	648,655	621,431	5,086	22,138
Construction	4,750,125	69,158	0	4,680,967
Utilities	77,728	77,728	0	0
City Related Expenses	39,010	14,005	0	25,005
<b>Total Expenditures</b>	<b>\$6,009,000</b>	<b>\$1,275,804</b>	<b>\$5,086</b>	<b>\$4,728,110</b>

**Sources of Financing**

Capital Levy	117,600	107,795	430	9,376
Debenture By-law No. W.-5618-64 (Note 2)	390,109	0	0	390,109
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	5,501,291	1,168,009	4,656	4,328,625
<b>Total Financing</b>	<b>\$6,009,000</b>	<b>\$1,275,804</b>	<b>\$5,086</b>	<b>\$4,728,110</b>

**Financial Note:**

Purchase Cost	\$3,712
Add: License of Land for Temporary Use	1,250
Add: Land Transfer Tax	37
Add: HST @13%	645
Less: HST Rebate	-558
<b>Total Purchase Cost</b>	<b>\$5,086</b>

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

**Note 2: Note to City Clerk:** The City Clerk be authorized to increase Debenture By-law No. W.-5618-64 by \$293,123 from \$97,067 to \$390,190.



Jason Davies

Manager of Financial Planning & Policy

lp

## Notes on the London Climate Emergency Action Plan Part 2 April 4 2022

Your Worship, Councilors, and citizens interested in the Climate Emergency Action Plan:

My name is Don Millar, and I am a retired chiropractor, and the current President of the London Electric Vehicle Association.

Since the transportation sector is responsible for 47% of GHG emissions, it needs a lot of work. The bicycle paths the city has built are great for recreational use, but are not practical in the winter, or for commuting to work on rainy days or very hot days in the summer. London's rate of adoption of electric cars is very low. It is only about 1/5<sup>th</sup> of the Canadian average, which is about 1/5<sup>th</sup> of the European average. That means that electric vehicle sales in London are only about 1-2% of new cars, when in the rest of Canada they are about 5-10%, and in Europe they are about 25-50%. Why is this so low in an affluent city like London?

1. Cost. This was the number 1 reason Canadians are reluctant to buy electric vehicles, according to a Federal Government study by the Privy Council Office. We need to petition the Ontario Government to add to the Federal electric car incentive, so that electric cars are more affordable. This is currently being done in Quebec and BC. In some cities in Quebec, the municipal government also offers an incentive for the purchase of home charging units, which cost on average \$1,500 - \$3,000 to install. This could be done here in London as well.
2. Lack of Quick Chargers. London suffers from a lack of quick chargers anywhere but at Wellington Road and the 401. Lack of Infrastructure was the number 2 reason Canadians are reluctant to buy electric vehicles, according to the Federal Government study by the Privy Council Office.
3. No electric buses. Electric buses are very visible, and would help to lend legitimacy to the transition to electric cars. London waited too long to look into purchasing electric buses, and now our order for a few test buses is stuck in a long lineup of orders by other cities for electric buses. Guelph, by contrast has embraced electric buses, and already has 10 in operation and another 60 on order.
4. Reluctancy of car dealerships to spend the time, money and effort required to transition to the sale of electric cars and light trucks. Electric cars do not need as much service as gas cars, so profit motive could also be a factor, because servicing gas cars is more lucrative than servicing electric cars, which are more reliable. We need to find a method to encourage car dealers to become certified to sell and repair electric cars. Right now, a large number aren't certified, and quite frankly, some are not interested in becoming certified. If they are still reluctant after some encouragement, we need to find a way to either incentivize their transition or disincentivize their reluctance to transition.
5. Londoners' love of gas-thirsty large SUV's and 4x4 pickup trucks. Sales in this sector are growing so fast that in the last 3 years, the GHG's from large SUV's and 4x4 pickup trucks increased so much that it eclipsed all of the GHG's saved by the sale of electric cars. How are we ever going to decrease GHG's if this continues?

Finally, here are my general comments on the Climate Emergency Action Plan:

The first thing we need to do is to hire a manager and two assistants who will be in charge of the Climate Emergency Action Plan, and nothing else. Adding the Climate Emergency Action Plan to the workload of Senior City Staff will not work, because the CEAP will get neglected while they are taking care of day-to-day issues.

The second thing we need to do is to change the target dates in the CEAP from 5-year targets to 4-year targets that align with the municipal elections so that each elected council will be responsible for which Climate Action Goals are or are not done during their tenure in office.

The third thing we need is better two-way communication between the Climate Emergency Action Plan staff and community groups like the London Electric Vehicle Association, whose interests align with those of the Climate Emergency Action Plan. They might just find that we are ready, willing, and able to help a lot.

I have already passed on some other comments to His Worship and the Councilors, and hopefully they will take action on those recommendations too.

Thank you. Don Millar, President, London Electric Vehicle Association.



# LONDON DEVELOPMENT INSTITUTE

April 6, 2022

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

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

Dear Mayor Holder and Members of City Council

Thank you for the opportunity to provide further comments on the City's Climate Emergency Action Plan (CEAP) stemming from the public participation meeting that was held on April 5<sup>th</sup> at the Strategic Priorities and Policy Committee.

The London Development Institute (LDI) was pleased to make a presentation at the meeting and look forward to future consultations, as outlined in the workplan, on the potential actions to be reviewed, working with the City and the community, in "Focus Area 3- Transforming Building and Development".

Several of the comments during the debate referred to the recent report "The Growth of London Outside of London" authored by the Smart Prosperity Institute (referred to as the Moffat report) commissioned by LDI and the London Home Builders Association.

The report is an analysis of recent information on housing supply in the region based on data from several credible sources including the recent 2021 Census and the CHMC. The effect of the location of housing supply on the local environment is referred to in this report. We want to provide everyone who is interested the link to the report for their information.

<https://institute.smartprosperity.ca/publications/growth-of-london> .

This report will be the basis for our industry work with our partners in labour, business and other community stakeholders to produce a further report that will present the facts, challenges, opportunities and potential solutions to the current housing supply crisis facing London. The Climate Emergency Action Plan will be part of our considerations as we develop this report. We will be looking for an opportunity to work with the City Council and City staff in reviewing the report and its recommendations soon.

Again, thank you for your commitment to our industry as a key stakeholder in the CEAP.

Sincerely,

Mike Wallace  
Executive Director

**From:** Brian Andrews <[bgandrews@execulink.com](mailto:bgandrews@execulink.com)>  
**Sent:** Monday, March 28, 2022 7:38 AM  
**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>  
**Cc:** Cassidy, Maureen <[mcassidy@london.ca](mailto:mcassidy@london.ca)>; City of London, Mayor <[mayor@london.ca](mailto:mayor@london.ca)>  
**Subject:** [EXTERNAL] RE: PEC Communication

Good morning Heather,  
I have made a change to my email and hope you will disregard the first one and use this one instead.  
You have my permission to forward this to the Councillors and include it on the Council Agenda.

Thank you for your assistance,  
Brian Andrews

I am a resident of the Stoneybrook area that will be negatively impacted by the proposed development of 517 – 527 Fanshawe Park Road East.

Given the information I have received about the traffic study I find the rationale for not doing a traffic study to be extremely short sighted. The traffic analysis using Geary Avenue misses the obvious fact that real problem will be access from Geary onto Fanshawe Park Road and exit from Fanshawe onto Geary. Using the Stoneybrook Crescent signalized intersection to access and exit Fanshawe will be insufficient unless the timing is altered, but that will only aggravate the current congestion on Fanshawe. The analysis must also take into account the impact of the two other developments in the immediate area. Fanshawe traffic has already been compromised by the Veteran's Memorial Parkway extension and continuing development north and east of Fanshawe and Adelaide.

The annexation of property at the corner of Fanshawe and Richmond indicates the City is aware of traffic volume problems. I find it undeniably amazing that no one on the Planning Committee has considered Fanshawe Park Road to be relevant to this discussion! The proposed Westdell Development Corporation 22 storey tower will only further increase congestion on Fanshawe Park Road.

Correspondence I received March 4<sup>th</sup> from Planning and Environment Committee:  
Regarding my concerns about a traffic survey –

The City's Transportation Department did some preliminary analysis of the traffic to be generated by this development, and based on the Institute of Transportation Engineers (ITE) Trip Generation Rate a **Transportation Impact Assessment was not warranted**. The AM Peak (745-845am) hour was calculated to generate 32 trips and PM peak (415-515pm) will generate 40 trips only.

Correspondence I received March 22<sup>nd</sup> from Planning and Environment:  
Regarding my concerns about a traffic survey –

Hello Mr. Andrews – I apologize for the delay in response. As I stated previously there was **no study provided**– the preliminary **information generated was done via a software program**. I will forward your comments to Transportation with respect to the traffic software they use and how it derives preliminary information. If you will be in attendance at the public meeting you can also choose to ask these questions.

My concerns about overflow or spillover parking onto the side streets were not addressed in the included link which only discusses on-site parking: -

In terms of parking, the typical zoning by-law requires 1.25 spaces per unit. This development is proposing 1.19 spaces per unit, which is a reduction of 6 spaces overall. . As an aside, the City is currently looking at revised parking rates across the City – I've included a link to the preliminary study <https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=87584>

In an email received March 25<sup>th</sup> the attachment Fanshawe Park Road E.pdf contained a reference:

The City has developed a Traffic Calming and Procedures manual to assess when traffic calming measures are required. As per the point assessment table, volumes on local roads may become an issue when **volumes reach 1500 vehicles a day**. As per the assessment above, the addition of 32 and 40 peak hour trips will not significantly affect the capacity of the local roads.

I am certain Fanshawe far exceeds 1500 vehicles a day. Why has the planning department not considered Fanshawe in their analysis?

I believe the incremental additions to the **traffic volume** by the developments in this immediate area will have detrimental effects on traffic volume, and the as yet to be discussed **adjacent side street spillover parking** on the delivery of services to the area.

I request that the Planning and Environment Department seek input from other effected departments such as, but not limited to Fire, Ambulance, Police, Waste Collection and Road Maintenance (particularly snow removal).

I believe the City of London has failed in it's responsibility to properly notify residents of changes that greatly impact the lives and daily activity of those residents. A development of this size impacts an area far greater than 120 metres.

I believe I have a reasonable expectation that what has been a mature, established area since I moved here in 1986 would remain as it is.

Beyond traffic implications it is incumbent to ask whether London has considered the impact on the nearby school (Safety and Capacity) and sewage and storm water sewer capacity:

I did not see any reference for implications on school capacity (which should also be a concern for the other development in the immediate area.

Part of the **Report to Planning and Environment Committee** included in the Fanshawe Park Road E.pdf received March 25<sup>th</sup> :

“As part of the circulation for this application, **Engineering staff indicated that they were not supportive of the reduced rear yard setback** (adjacent to homes along Stoneybrook Crescent) as the proposed setbacks do not appear to provide adequate space to allow for self-containment of storm

water flows. Additional information was submitted by the applicant on February 7, 2022 which indicated that the post-development flows have been significantly reduced in comparison to the pre-development flows as a result of the proposed development. Engineering staff are satisfied that adequate space will be provided in the reduced rear yard setback and any additional engineering concerns will be addressed at site plan.”

This sounds like the Engineering Department was over-ridden and are just hoping for the best based on information provided the obviously biased applicant. I did not see the proposed reservoir to manage overflow in excess of the capacity of the 450mm storm sewer on Geary, unless it is part of the underground parking.

On page 98 of the **Report to Planning and Environment Committee** there is further discussion of stormwater that is not consistent:

It is to be **contained onsite, but to minimize uncontrolled flow to the east adjacent residential lands** by conveying them through the parking structure. This appears to allow flow to the neighbour while flooding the parking garage as it is directed to an (undefined Permanent Private Storm System) safe outlet.

It also says the Owner agrees to promote the implementation of SWM Best Management Practices (**BMP's**) within the plan, including Low Impact Development (LID) **where possible**, to the satisfaction of the City Engineer. If the owner finds it impossible, that’s just too bad for the neighbours!

I did not see any reference to the handling of sewage.

On April 23, 2019, Council declared a Climate Emergency:

What is the response by the Committee responsible for the City’s Climate Emergency Plan? The Developer has asked to replace the existing trees, shrubs and grass with steel, asphalt and concrete. I cannot believe any portion of the proposed development meets any part of a climate change policy. Such a large structure becomes a heat reservoir and at the same time zero yard depths remove the carbon reservoirs of trees, grass and shrubs and encourage rainwater run-off onto the neighbouring property.

Appendix D – Policy Context:

I don’t see how any civilian could comprehend the enormity of Provincial Policy, The London Plan and the Official Plan (1989).

Does the Planning and Environment Committee aver that each of these policies has been accommodated?

Appendix F – Applicant’s Reply to UDPRP Comments:

The URBAN DESIGN PEER REVIEW PANEL heaps praise on the applicant, but I suggest the Panel may be favourably biased with respect to construction projects:

4.0 MEMBER SELECTION, TERM AND REMUNERATION 4.1 Composition The Urban Design Peer Review Panel (UDPRP) shall be comprised of not less than six (6) members, with at least three (3) architects and three (3) other professionals that influence the design of the built environment and are qualified in their field; these fields include, landscape architecture, urban design, planning or other professional fields that influence the design of the built environment.

The Developer was aware, or should have been aware of the zoning restrictions in this area before it purchased the property. Why does the Planning and Environment Department tolerate this “Easier to ask to be forgiven than to ask for permission” policy? Greg & Anna Ackland, et al included many of the City of London policies but the Planning and Environment Department appear to disregard them to the favour of the Developer!

The Developer was sufficiently confident of having it’s way with rezoning that it spent over \$2 million acquiring the properties!

How many similar Notice of Planning Applications has the City ever turned down? If it ever happened what is the rough percentage of the occurrence?

What is the priority of the Planning and Environment Committee – to serve the citizens of London or the Developers?

What is the priority of the City Council – to serve the citizens of London or the Developers?

Regards,  
Brian Andrews  
62 Daleview Crescent  
London, Ontario

**From:** Gordon Prentice

**Sent:** Tuesday, April 5, 2022 10:31 AM

**To:** Pasato, Nancy <[npasato@london.ca](mailto:npasato@london.ca)>

**Cc:** Cassidy, Maureen <[mcassidy@london.ca](mailto:mcassidy@london.ca)>

**Subject:** [EXTERNAL] O-9426/Z-9427- Proposed Official Plan and Zoning By-law Amendments – 517-525 Fanshawe Park Road East –The Corporation of the City of London and 2425293 Ontario Inc. (WARD 5)

Good Morning,

I remain very concerned with the impact this proposed development will have on our neighborhood.

I am specifically concerned that no traffic study was completed and believe that this aspect was simply glossed over in assessing this project. Please find attached a couple of slides which may help to describe the specific issues.

Please let me know if anything is unclear and I will be happy to provide further detail.

Gordon Prentice

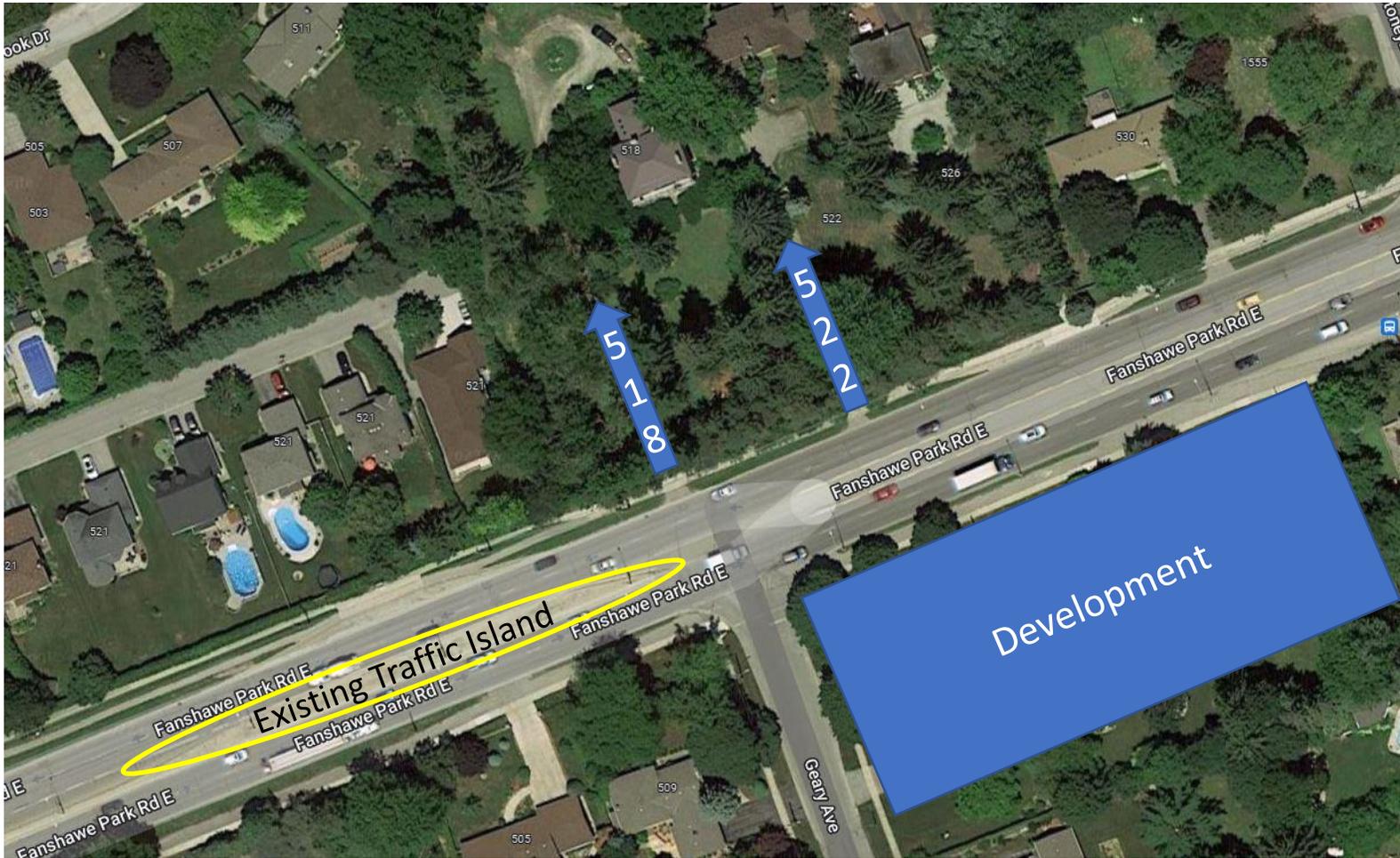
522 Fanshawe Park Road East

London ON N5X 1K9

# Traffic Flow Concerns

Proposed Development at 517-525 Fanshawe Park Road East  
(O-9426/Z-9427)

## Access Issues – 518 and 522 Fanshawe Park Road East



The existing traffic island makes it very difficult – and at times dangerous – to attempt to turn left into the driveways of either 518 or 522 Fanshawe when opposing traffic is seeking to turn left from Fanshawe to Geary.

Increased traffic resulting from this development will make this situation much worse.

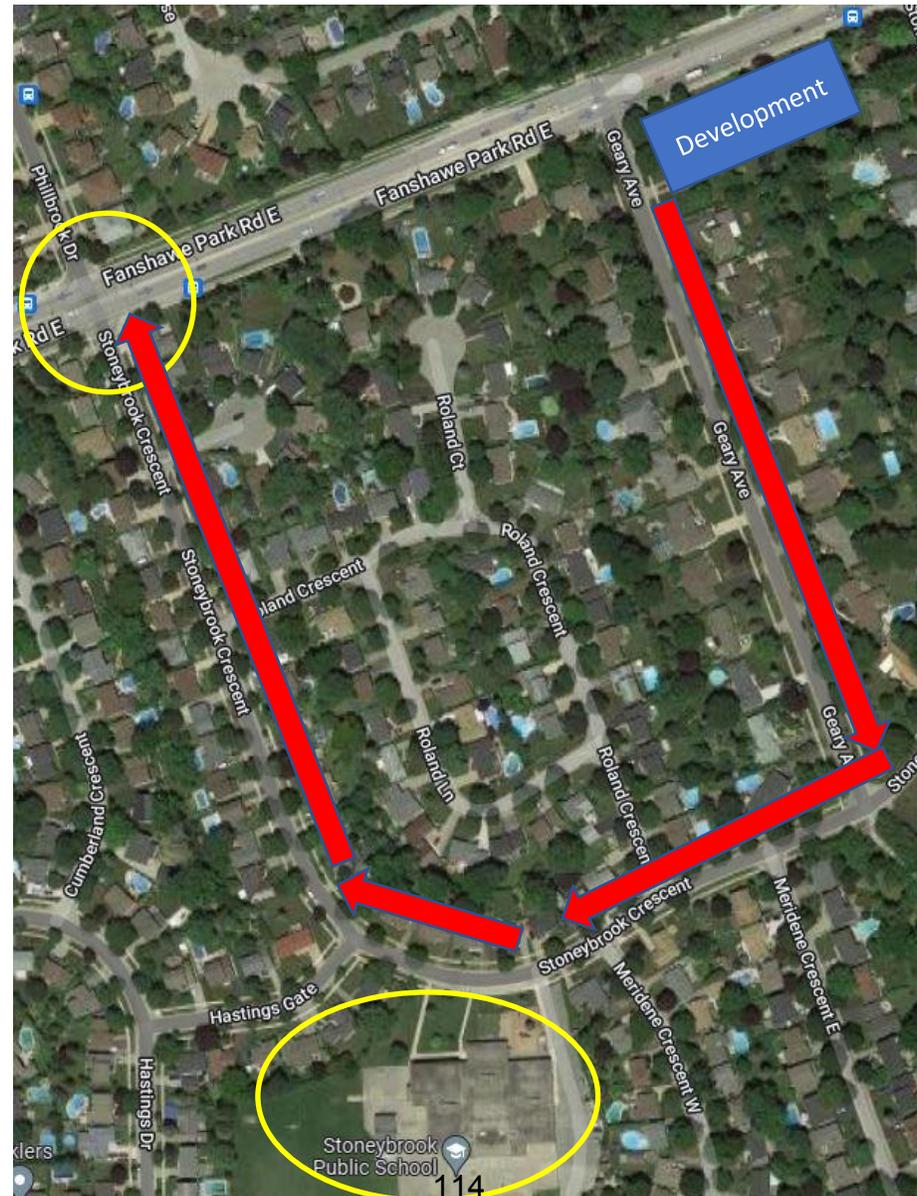
Removing the existing island might help as it would allow vehicles turning into 518/522 Fanshawe to enter the turn lane before coming into conflict with traffic turning onto Geary.

## Access Issues – Development onto Fanshawe Park Road East

Traffic exiting the development onto Geary will have significant difficulty turning onto Fanshawe without a traffic light.

Drivers may decide to travel south on Geary to Stoneybrook in order to access the traffic light.

The above described travel will increase the number of vehicles moving in front of the school, already very congested at certain times of the day, thus increasing the risk of an accident.



Circle at top indicates intersection controlled by traffic light

Circle at bottom indicates Stoneybrook Public School

Red arrows indicate potential traffic flow from development to access traffic light controlled intersection

From: Arthur Thompson  
Sent: Tuesday, April 5, 2022 10:54 PM  
To: Pasato, Nancy <[npasato@london.ca](mailto:npasato@london.ca)>  
Subject: [EXTERNAL] 517-525 Fanshawe

Dear Ms. Pasato,

Please include this letter in future considerations.

I am concerned by the proposed height of this building, as well as the amount of trees the developer is applying to remove.

I believe that many of the trees currently lining Fanshawe (trees #3,4,5,6,9,10,11,12,36,37,38,39,40,41,42,43,44,45) can be saved. The developer's landscaping plan says they are going to plant new trees in almost the exact same location, so why not keep the ones already there?

I also believe that if the design of the parking lot, drop off zone, and parking garage ramp were shrunk or altered, trees #1,2,18,32,33,34,48,49,62, and others along the back fence could be retained. Reducing the footprint of the building would also help save some of these trees.

I would also ask the developer to, when they plant new trees, choose species that grow tall and wide quickly like tulip trees, sugar maples, etc. instead of the usual trees used by developers like hackberries and lindens that line so many parking lots and seemingly never grow. Choosing species that create privacy for neighbours through their size is important.

Thank you so much for listening to the concerns of neighbours!

Arthur Mustard-Thompson  
27 Northcrest Drive, London

Hello,

We had sent the following email on April 3, 2022, to Mayor Holder and each of the City Councillors, as well Ms Pasato, Mr. Corby, Mr. Barrett, and Mr. Mathers of the Planning Department. We had attached 2 documents.

*"Honourable Mayor Holder and Respective Councillors,*

*Please find attached, 2 documents regarding **File: 09426/Z-9427, 517 – 525 Fanshawe Park Road**, which will come before City Council on April 12, 2022.*

*The first document is regarding **serious concerns** about information that Ms. Pasato presented at the PEC Meeting on March 28, 2022.*

*The second document is a Supplemental Report to the March 18, 2022 Analytical Report, that was provided by the **"no2gearystoneybrookdev"** Group.*

*Sincerely,*

*Greg and Anna Ackland*

*(1532 Geary Avenue)/ Members of: [no2gearystoneybrookdev@gmail.com](mailto:no2gearystoneybrookdev@gmail.com)"*

We note on the Council Agenda for April 12, 2022, 4 pm, that Section #6 Communications and Petitions, item 6.2 517, 521, and 525 Fanshawe Park Road East, notes communication from the Public.

We assumed that our email and attachments would have been noted on the Agenda for the Public and the Public Record, however, we do not see our names noted on the Agenda in this section.

Could you please add our names and attach the documents to ensure that this information is provided to the Public and noted in the Public Record. WE CONSENT TO THE ADDITION OF OUR COVER EMAIL AND THE ATTACHED 2 DOCUMENTS!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

Are members of the Public allowed to speak before the Council in this meeting? If so we would like to exercise our rights to speak on this matter.

Thank you very much,

Greg and Anna Ackland

(1532 Geary Avenue)/ Member of: [no2gearystoneybrookdev@gmail.com](mailto:no2gearystoneybrookdev@gmail.com)

April 3, 2022

Honourable Mayor Holder and Respective Councillors,

This communication is to request your assistance regarding **File: 09426/Z-9427**, which will come before City Council on April 12, 2022. There are significant concerns regarding information that was provided by Ms. Pasato, City Planner, at the PEC Meeting, March 28, 2022.

1. Non-compliance to the Planning Act Legislation
2. Violation of Public trust

**“no2gearystoneybrookdev”** is an organized Group of Stoneybrook area residents that have come together to present a case in opposition of the proposed development. The Group supports appropriate intensification with a driveway exiting/entering off Fanshawe Park Road. Please refer to the Group’s Analytical Report of March 18, 2022 (<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=90807>), as Ms. Pasato did not include this information in her Report.

Relevant information, in the video link for the March 28, 2022 PEC meeting, will be referenced by time stamp (<https://pub-london.escribemeetings.com/Meeting.aspx?id=82ddbba3-1fef-4061-889e-c8de582795d8&Agenda=Merged&lang=English>).

Time stamp 2:16:00 - Councillor Cassidy asked Ms. Pasato regarding “why” the size of the proposed build at the Subject Lots, as compared to the size of current developments at 420 Fanshawe Park Road East and 307 Fanshawe Park Road East. Ms. Pasato cited that per the London Plan Policy, Bonus Zoning, 6 storeys is permitted at each location. Ms. Pasato omits stating that other relevant London Plan Policy should be considered, and that the tables in the London Plan specifying the range of permitted heights in the Neighbourhood Place Types remain under appeal.

Time stamp 4:05:25 - The Public Participant provided examples of omitted London Plan policy, that Ms. Pasato has not considered, such as: **“Genuinely engage public in all planning processes, meaningfully use that input to inform planning decisions. Explore new ways to inform the public and make their participation in the planning process easier.”** “Intensification promoted in **appropriate** locations, sensitive, respectful to existing neighbourhood character, representing a good fit.” “All planning/ development proposals be required to articulate the neighbourhood’s character” “buildings designed to **minimize: massing, shadowing, visual impact, the obstruction of view from the street, public spaces and neighbouring properties.**” “Design measures relating to building height, scale and massing must provide a transition between development of significantly different intensities.” “A Planning Design Report be submitted for all intensification proposals, **clearly demonstrating** that the proposed intensification project is **sensitive to, compatible with, and fits within the existing and planned neighbourhood context** and will be evaluated regarding driveways, character and features of the neighbourhood, height transitions with adjacent development, massing appropriate to the scale of the surrounding neighbourhood.” Ms. Pasato’s recommendation is one-sided, Developer-focused, and not in keeping with The London Plan Policy. **The London Plan does not state to allow intensification at all costs.** The Public Participant has not received a response to the question asked regarding what Appendix A & B mean, “PASSED in Open Council on April 12, 2022”.

The Public Participants provided feedback about the proposed development negatively impacting upon the character and safety of the Stoneybrook Community: intensity, massive form, shadowing, traffic concerns, and impact on a congested school zone to name a few. The outcome of the meeting was no decision / no vote.

Time stamp 2:55:10 – The Public Participant spoke about false information provided in both the Consultant’s Report and Ms. Pasato’s Report.

Time stamp 3:41:46 -The Public Participant stated, “the City is supposed to protect us”.

Time stamp 3:44:40 - The Public Participant provided information from the Analytical Report as well as a review of “Bonus Zoning”, which appears to be basic, good development neighbourhood planning, per the London Plan.

Time stamp 2:36:06 - Councillor Hopkins informed all attendees that “Bonusing” will not be allowed later this year by the Province.

Time stamp 2:38:45 - Ms. Cassidy asked Ms. Pasato regarding Statutory time frame requirements for a decision to be rendered on any application, from the time the Developer has submitted a completed application: 90 days for By-Law amendment and 120 days for official plan amendment, and where things are at for this file. Ms. Pasato stated that the application was made at the end of October, and she would do a “rough calculation”. She informed that the process is into “almost” the “5<sup>th</sup> month”, “we are past the 120-day mark”. She stated, “this could potentially open up the City to appeals based on the lack of decision if the Applicant so chose to go that route”. (Relevant Legislation Review: see Appendix A below)

Information was requested from Ms. Pasato as per the following email trail (**There has been no reply from Ms. Pasato to the second email**):

*Fri, Apr 1 at 8:42 a.m.  
Hello Nancy,*

*Thank you for the information.*

*Could you please provide your rationale/justification, citing relevant Policy, as to why this application has been permitted to progress past key deadlines, that has allowed the Applicant to be in a position to have the right to file an appeal to the LPT for reason of Non-Decision.*

*Thank you,*

*Anna Ackland*

*On Friday, April 1, 2022, 08:29:55 a.m. EDT, Pasato, Nancy <npasato@london.ca> wrote:*

*Hello Ms. Ackland – October 28, 2021.*

**From:** Anna Ackland

**Sent:** Friday, April 1, 2022, 7:31 AM

**To:** Pasato, Nancy <npasato@london.ca>

**Subject:** [EXTERNAL] Fille: 0-9426/Z-9427 517-525 Fanshawe Park Road East

Hello Nancy,

Please provide the date that the application for File: 0-9426/Z-9427 517-525 Fanshawe Park Road East was deemed to be complete.

Thank you,

Anna Ackland

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### Summary of Facts:

Ms. Pasato has failed to administer this file within the timelines specified by the Planning Act Legislation. She provided a “rough calculation” during the Public Meeting, instead of providing actual dates for the 90 day and 120-day timelines. Ms. Pasato did not provide rationale/justification for her non-compliance to administer this file within the legislated timeframes. She simply informed Ms. Cassidy that “this could potentially open up the City to appeals based on the lack of decision if the Applicant so chose to go that route”.

Ms. Pasato’s report was “reviewed” by a Manager, then “recommended” by a Director, and then “submitted” to the PEC by the Deputy City Manger, Planning and Economic Development. **This Department has failed to administer this file in compliance with Planning Act Legislation.**

Given that City of London employees’ salaries are paid by municipal taxpayer dollars, it is an expectation of the Public that Planning Department staff are competent in their performance of duties: providing correct information in their reports, accepting only correct applications from Developers, including Public input to make fair decisions and recommendations, valuing both the Developer and the Public in the planning process, and **complying to the statutory Provincial Planning Act Decision Timelines.**

### Future Steps

Ms. Pasato’s non-compliance to meet statutory deadlines for this File has impacted the progression of this file into a concerning direction: the Applicant can appeal to the Land Planning Tribunal (LPT) for Non-Decision. Ms. Pasato’s Manager, Director, and Deputy City Manager of Planning and Economic Development, share in this non-compliance as they are the department Leadership staff.

**This incompetence has violated the Public’s right and trust to engage in a planning process that is ethical and compliant within prescribed Planning Act legislation.**

Please provide direction/advisement regarding what recourse the Public has with respect to Ms. Pasato’s and the Leadership Planning Department’s non-compliance with Statutory deadlines. Specifically, are you the governing body, as the Mayor and Councillors, that the Public can turn to regarding action against this incompetence? Is the LPT the correct governing body that the Public should appeal to?

**It must be ensured that the community's written and verbal concerns regarding the municipal planning process and the proposed development are being heard, respected, and addressed!**

Please reply by email to:

[no2gearystoneybrookdev@gmail.com](mailto:no2gearystoneybrookdev@gmail.com)

[aackland@rogers.com](mailto:aackland@rogers.com)

[gackland@rogers.com](mailto:gackland@rogers.com)

Thank you in advance for your reply,

Anna and Greg Ackland (1532 Geary Avenue)/ Members of:  
[no2gearystoneybrookdev@gmail.com](mailto:no2gearystoneybrookdev@gmail.com)

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Appendix A: Relevant Legislation Review:

<https://www.ontario.ca/page/applying-changes-land-use> :“The Planning Act sets out timelines for approval authorities to make decisions: 120 days for official plans and official plan amendments, 90 days for zoning by-law amendments”. Planning Act:  
<https://www.ontario.ca/laws/regulation/060545>]

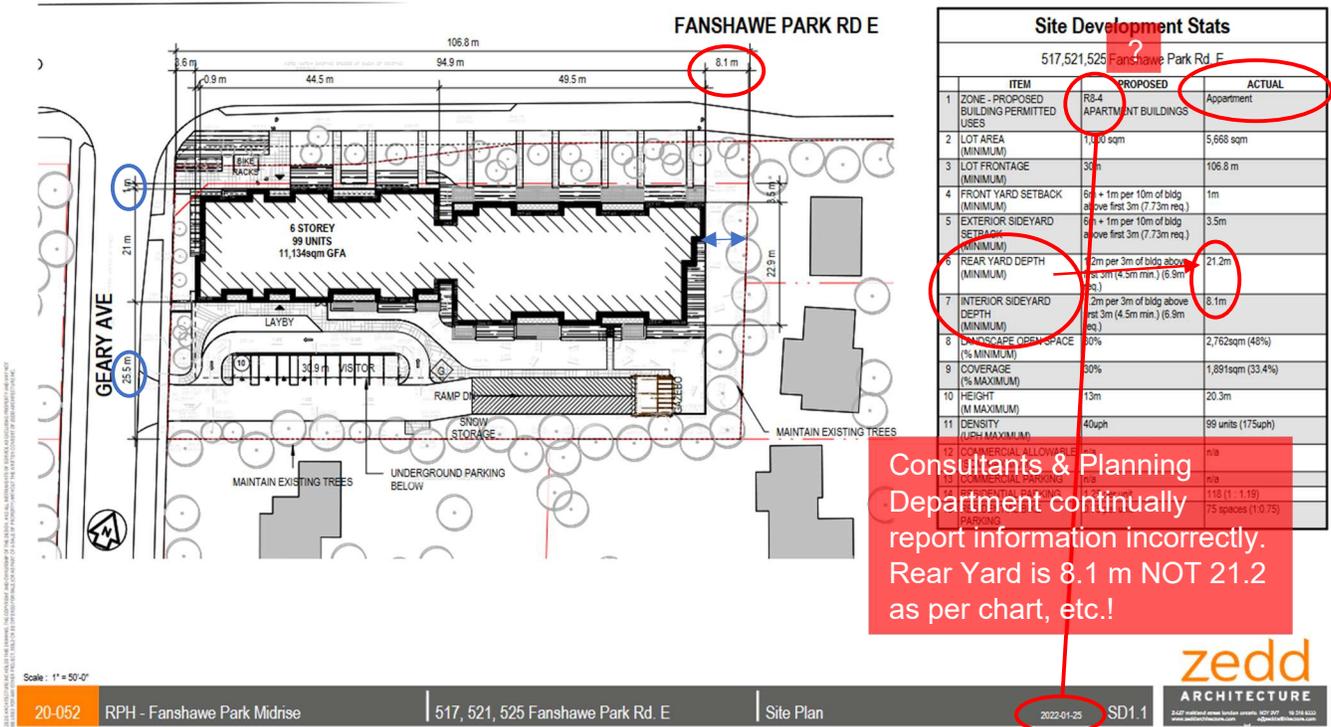
<https://www.ontario.ca/document/citizens-guide-land-use-planning/zoning-bylaw> This documents states: “If local council refuses your zoning application, or if it does not make a decision within 90 days of the receipt of the complete application and fee, you may be able to appeal to the [Ontario Land Tribunal](#) (OLT). Note that council has 120, not 90, days to make a decision on a zoning application if it was submitted to the municipality on the same day as a request for a related official plan amendment.” “Before council passes a zoning bylaw, **it must first give as much information as possible to the public. “The *Planning Act* encourages early involvement and the use of mediation techniques to resolve any conflicts.** Share your views early in the planning process by making a verbal presentation at the public meeting or a written submission to council before it passes the bylaw. If you don't, you are not entitled to appeal the bylaw after it is passed.”

**Supplemental Report – April 3, 2022, to the Primary Analytical Report March 18, 2022**  
**File: O-9426/Z-9427**  
**517-525 Fanshawe Park Road East**

There are further issues with the Application for Amendments to the Official Plan and Zoning By-Law that were queried at the March 28, 2022, PEC Meeting.

**1.0 - Yard Rear Depth**

On the Site Plan drawing SD1.1 below, that was part of the application by Zedd Architecture, the east yard setback is clearly dimensioned as 8.1 metres from the northeast corner of the lot boundary. The 8.1 metres setback corresponds with that specified on page 1 of the Public Meeting Notice, as the rear yard depth. The rear yard depth is further clarified under the “Application Details” and “Requested Zoning” where it states: “a reduced minimum rear yard depth of 8.1 m, whereas 20.3 m is required”. The rear depth is further collaborated in the Report to the Planning & Environment Committee (PEC), March 28, 2022. In the PEC Meeting Ms. Pasato, at time stamp 2:20 to 2:22, confirmed this rear yard depth is 8.1 m.

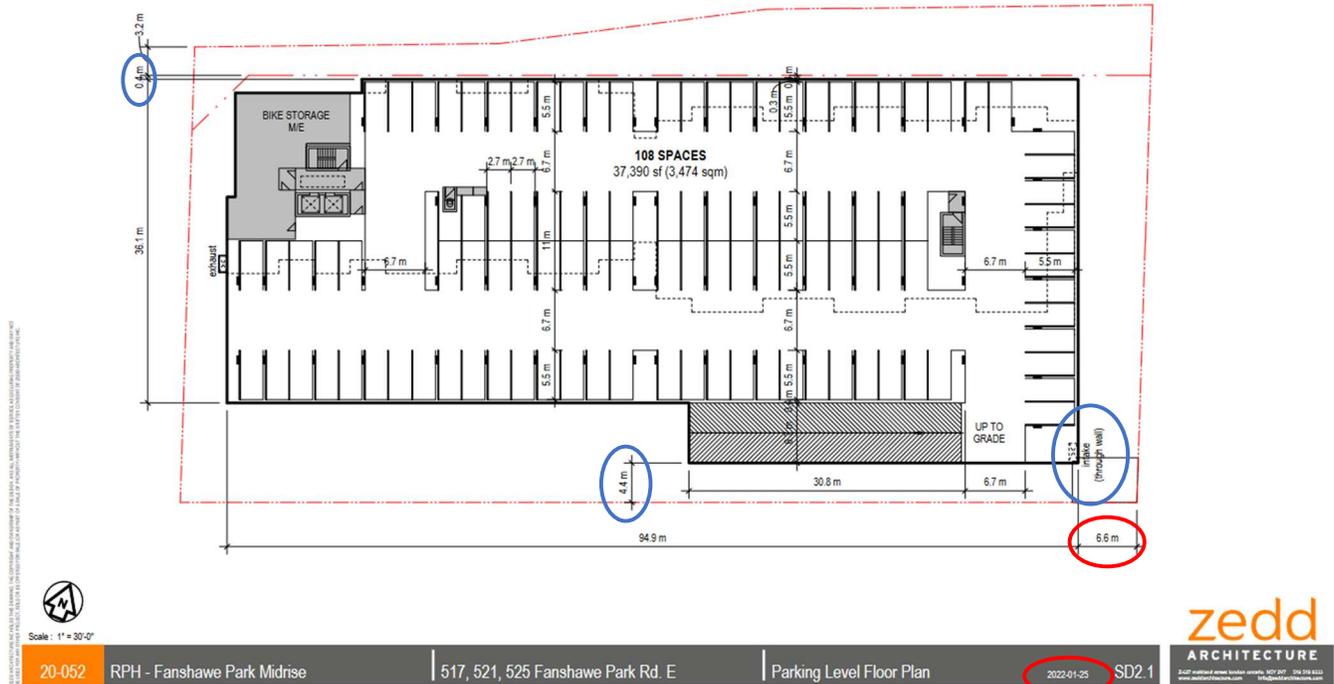


It is noted that the east property limit geodetic bearing is not parallel to the building and the rear yard depth narrows along the building heading south. At the first jog in the building heading south (location of the blue arrows above) the required side yard set back will in fact be less than the required 8.1 m. The building length east to west will have to be **redesigned to be shorter**.

*Note for reference:*

*The 1.0 m minimum exterior side yard is noted on the site plan above, revised from the previous revision specifying 0.4 m.*

It should be noted on the Parking Level Floor Plan drawing SD2.1 below, that was part of the application by Zedd Architecture, the **rear yard depth** specified at the southeast corner of the underground parking structure is specified at **6.6 m, less than the 8.1 m minimum rear yard depth required**.



While this portion of the building is the underground parking structure, it does form part of the main building, it is exposed above grade, and the required rear yard depth must be maintained as defined under the City of London Zoning By-law No. Z.-1, Section 2 – Definitions.  
<https://london.ca/sites/default/files/2022-01/CHAPTR02.pdf>.

“YARD, REAR” means a **yard extending across the full width of a lot between the rear lot line and the nearest main wall of any main building or structure** on the lot. (See Figure 5 at the end of this Section)”

There is also a notation on the drawing above of “intake (through wall)” that verifies the underground parking structure will not be fully underground in addition to its access ramp & surrounding barrier walls.

The 6.6 m dimension from the southeast corner of the property boundary to the southeast corner of the underground - parking structure, which is part of the main building, **cannot** project into the required 8.1 m rear yard depth. **The discrepancy is 1.5 m. This means the building must be redesigned smaller.**

This adjustment will be further impacted by the 0.4 m exterior side yard depth still specified on the Parking Level Floor Plan drawing SD2.1 which is to be a required exterior side yard depth of 1.0 m per the requested amendment. **Inconsistent professional documents must be corrected.**

**Note:**

*An argument to the contrary, that the underground parking structure is exempt or otherwise not considered with regards to its encroachment into the required rear yard, or other setbacks, will not be accepted. It can be substantiated that Zoning would not permit the construction of subterranean bunker like extensions of a residential dwelling basement / foundation into a required side yard, rear yard, or other.*

**If this proposed development were to proceed, the building and underground parking garage will need be reconfigured to provide the mandated 8.1 m rear yard depth across the full extent of the east property line as defined and established in the Zoning Amendment. In addition, the 0.4 m exterior side yard setback would need to be adjusted to 1.0 m.**

## **2.0 - Yard Interior Side**

Consistent with the site orientation defined by City Planning Staff, the rear yard is located **east** of the building. The yard area immediately south of the building, and abutting the south property limit, is defined as the “Yard Interior Side”.

- 1 The Interior Side Yard per the current R2-4 Zoning By-Law (<https://london.ca/sites/default/files/2022-01/CHAPTR06.pdf>) Table 6.3 (page 17) refers R2-4 for Single Detached Dwellings to Sections 6.3 (2)(a) or 6.3 (2)(e) for details of the minimum interior side yard depth for various conditions as:
  - a) *Single Detached Dwelling 1.2 metres (3.9 feet) plus, for any portion of the side yard adjacent to a part of the building exceeding one storey in height, 0.6 metres (2.0 feet) for each storey or part thereof above one storey; except that where no private garage is attached to the dwelling, one side shall be 3.0 metres (9.8 feet).*
  - e) *Zero Lot Line 1.6 metres (5.2 feet) on one side plus 0.6 metres (2.0 feet) for each storey or part thereof above one storey on one side, and no interior side yard shall be required on one side of a single detached dwelling if no doors, windows or other openings are provided on that side of the building where the side yard is not provided; all roof drainage from the building is directed onto the site by eavestroughs and downspouts; and the owner grants a private maintenance easement for the entire length of the property having a width of not less than the minimum side yard requirement which shall:
    - i. *be registered by caveat against the title of the site proposed for development and the adjacent site; and,*
    - ii. *include a 0.6 metre (1.97 feet) eave and footing encroachment easement. The interior side yard for zero lot line dwellings where no garage is provided in 3.2 metres (10.5 feet).*  
(Z.-1-00761)*

Per the original application’s Zoning Data Sheet (**original with errors**) available from the City of London website (December 6, 2021), and inserted on the following page, the Interior Yard Depth (minimum) was “N/A” (not applicable).

- 2 In the PEC Public Meeting on March 28, 2022, Ms. Pasato comments, at time stamp 2:21:00 to 2:22:15, that buffering and setback is 21 metres south from the building to the Geary Avenue properties. Further in the PEC Meeting, at time stamp 4:12:00, Ms. Pasato recognized the conflict between the London Plan, and the Zoning By-Law, and that for the purposes of the Zoning By-Law, the frontage and how it is currently written, the Z1 frontage is onto Geary Avenue for this development. Ms. Pasato went on to say, “so there is a little bit of a discrepancy between the two documents”.
- 3 In the Report to PEC (March 28, 2022), **Appendix B, The Official Plan Amendment**, states the conditions to rezone an area of land located at 517, 521, 525 Fanshawe Park Road East from R2-4 to R8-4 ( ) with Special Provision Bonus stipulates under section (2)(a), as follows:

*The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):*

*a. Regulations*

*iii. Interior Side Yard Depth (Minimum) 21.2 meters (69.6 feet)*

As highlighted on the Site Plan Drawing SD1.1 (Figure 1), that was part of the application documented by Zedd Architecture, the dimension from the south property line to the 6-storey apartment building is specified as 25.5 m.

As highlighted on the Parking Level Floor Plan Drawing SD2.1 (Figure 2), that was part of the application by Zedd Architecture, the dimension from the south property line to south wall / limits of the underground parking ramp access and underground parking structure is 4.4 m.

Again, while this portion of the building structure is underground parking, it is considered part of the main building, exposed above grade. The required interior yard depth must be maintained as defined under the City of London Zoning By-law No. Z.-1, Section 2 – Definitions.

<https://london.ca/sites/default/files/2022-01/CHAPTR02.pdf>.

*Note for reference:*

*“YARD, SIDE means a yard extending from the front yard to the rear yard of a lot and between a side lot line and the nearest main wall of any building or structure on the lot. (See Figure 5 at the end of this Section)”*

*“YARD, INTERIOR SIDE means any side yard other than an exterior side yard. (See Figure 5 at the end of this Section)”*

Per Figure 5 illustrates / clarifies that **there should be no building or structure within the interior side yard.**

**With similar logical analysis in Supplemental Report Item 1, how is the underground parking structure and access permitted to be a structure within the required interior side yard; *similar to a side yard also noted above for reference?***

Based on the aforementioned municipally specified interior side yard depth of 21.2 m, it is **not permissible** for the applicant to propose and construct an underground parking structure and ramp / access structure within the required interior side yard, in accordance with definitions & other stipulations within the Zoning By-Law and other Planner documentation.

**Question for the City Planner: Why was this application approved even with consideration of the customized zoning that was recommended?**

## ZONING DATA SHEET – ZONING BY-LAW AMENDMENT

To be completed by Applicant as part of Complete Application

File No.  

Description of Land	
Municipal street address:	517,521,525 Fanshawe Park Road East
Legal Description:	PLAN 704 PT LOTS 3 & 4 RP 33RS425 PT PART 1, PLAN 704 PT LOT 4 PT LOT 5, PLAN 704 PT LOTS 5,6,7
Street Frontage / Street Flankage (name):	Fanshawe Park Road East
Existing Zone(s) in Z-1 Zoning By-law:	R9-7(L) <span style="margin-left: 50px;">Proposed Zone(s) in Zoning By-law: R9-7(L)</span>

BY-LAW RESTRICTIONS	REQUIRED (PROPOSED ZONE)	AS SHOWN ON PLAN
(a) Use	See Section 13.2	Apartment Building
(b) Lot Area (m <sup>2</sup> ) Min	1,000 sq. m	5,668.0 sq. m.
(c) Lot Frontage (m) Min	30.0	106.8 m
(d) Front Yard Depth (m) Main Building/ Garage (m) Min	10.0 m	0.4 m
(e) Rear Yard Depth (m) Min	21.0 m	21.2 m
(f) Interior Yard Depth (m) Min	3.0 m	3.1 m
<b>(g) Interior Yard Depth (m) Min</b>	<b>N/A</b>	<b>N/A</b>
(h) Exterior Yard Depth (m) Min	3.0 m	3.5 m
(i) Lot Coverage (%) Max	30 %	33.4 %
(j) Landscaped Open Space (%) Min	30 %	48 %
(k) Height (m) Max	See Zone Map	21 m
(l) Off-street Parking Min (rate/number)	1:1.25 (124 spaces)	1:1.19 (118 spaces)
(m) Bicycle Parking Min (rate/number)		1:0.75 (75 spaces)
(n) Parking Area Coverage (%) Max	N/A	N/A
(o) Parking Set Back Min	3.0 m	> 3.0 m
(p) Gross Floor Area (m <sup>2</sup> ) Max	N/A	11,124 sq. m
(q) Gross Floor Area For Specific Uses (m <sup>2</sup> ) Max	N/A	N/A
(r) Yard Encroachments (if applicable)	N/A	N/A
(s) Density Max (rate/number) (see Section 3.4.1) for mixed-use	150	175
(t) Special Provisions	See Planning and Design Report	See Planning and Design Report
(u) Other By-law Regulations	N/A	N/A

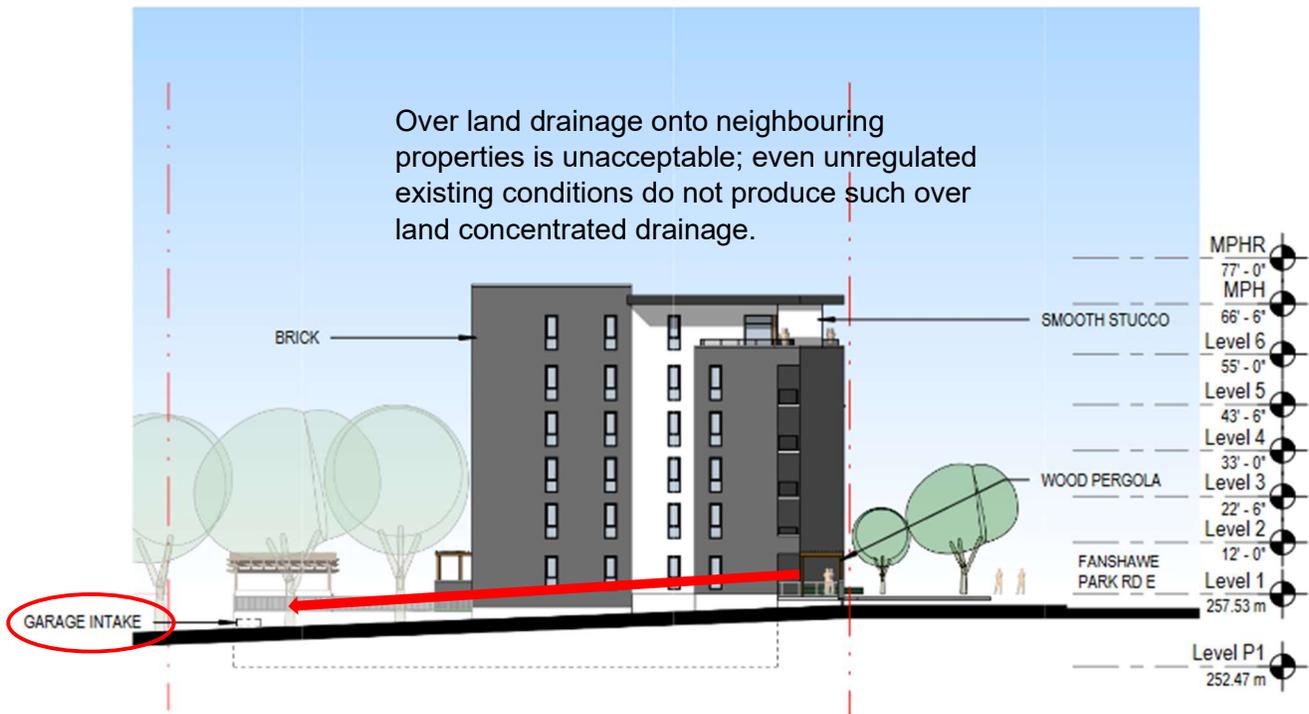
COMMENTS
<p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>Please be sure to carefully review and include data / details related to: <ul style="list-style-type: none"> <li>- General Provisions (Section 4) of the Zoning By-law</li> <li>- Zones and Zone Symbols (Section 3) of the Zoning By-law</li> <li>- Regulations Section and Table for Proposed Zone</li> <li>- Zoning By-law Definitions</li> </ul> </li> <li>The Applicant is responsible for submitting complete &amp; accurate information on the Zoning Data Sheet and associated plans.</li> <li>Failure to provide complete &amp; accurate information on the Zoning Data Sheet and associated plans will result in processing delays, and may require the submission of a revised Zoning By-law amendment application.</li> </ul>

Version 2 – November 2020

### 3.0 – Stormwater Management

Based on limited information provided on Building Elevation Report drawings by Zedd Architecture, and the Preliminary Site Grading Plan by Strik Baldinelli Moniz consulting engineers, there is an extreme concern with regards to excessive overland stormwater runoff from the rear yard / east yard, and along the interior side yard / south yard of the proposed development. The concentration of the overland flow from these yards to an apparent on-grade outlet in the southeast corner, will be deleterious to neighbouring properties. The gradients along the east side of the building range from 33.3% to 11.2% are extreme and may have deleterious effects on abutting properties. While the area may be small relative to the





## SOUTH ELEVATION

Part of Zedd Architecture EAST Elevation drawing SD4.4, 2021-03-01  
*(not South as titled – this is no longer tolerable nor acceptable, but these incorrect drawings were accepted by the Planning Department)*

### Conclusion

Given the analysis and documentation noted within the previous 6 pages, while trying to identify what is correct information, what is false information, and what is misconstrued information, the only valid conclusion is that this proposal will not work within Ms. Pasato’s recommendation, per the March 28, 2022, Report. It appears that the current proposal is null and void, and must return to the drawing board.

**End of Supplemental Report**

**From:** [bettyboop](#)  
**Sent:** Friday, April 1, 2022 11:10 AM  
**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>  
**Cc:** Steve.O; Louise White  
**Subject:** Re: [EXTERNAL] Restore Harris Park

Dear Committee Members,

There is a lot of opposition to both expanding Rock the Park and patios. Rock the Park and patios on Richmond St. consistently break by-law rules for sound and the volume of people that crowd the small surrounding neighbourhoods is overwhelming. My guess is you would hear from people if this decision wasn't being made outside of a public meeting.

Harris Park needs to be returned to the community. Because of Rock the Park, the park cannot be used for any other purpose. It is a holding tank for this one event. The core desperately needs a dog park, cannot be 'treed' and is being eroded from trampling. It is along the river and distorted sound travels along the water way as far away as Byron. Large heritage homes are not sealed and the loud sustained sound vibrations from Rock the Park penetrate into people's interiors and have health impacts.

Rock the Park needs to leave Harris Park altogether. It is a pariah to the community. The organizers threaten to pull charitable donations if it doesn't get its way and the City charges them pittance to use a public space for a 'for-profit' event. In a private venue they would need to pay a premium price and that's why they push council to stay in the park taking it away from residents.

Other cities require organizers of outdoor venues to erect sound barriers at their own expense as part of their permit to protect residents. Other 'more music' cities in Canada promote festivals responsibly with residents' well being in mind. Instead here in London, it has become common practice for Councillors to dismiss public concerns by rationalizing that there 'will always be push back' so why listen. Both Councillor Fyfe-Millar and Lewis have already announced their decision through the media on this matter without even blinking at concerns residents' have been raising for years.

It is time to give the park back to the community, and start charging money-making events 'market value' for public space. We deserve it.

AnnaMaria Valastro

**From:** Amos Nadler

**Sent:** Tuesday, March 29, 2022 2:39 PM

**To:** ppmclerks <[ppmclerks@london.ca](mailto:ppmclerks@london.ca)>

**Subject:** [EXTERNAL] Vote NO on the primary residence restriction on short-term rentals

Dear Community and Protective Services committee,

Thank you for inviting input on this topic. As a finance professor and a long-term host, I have much to share with you; my sincere hope is that each of you considers the implications in this important process.

From the renter side, I have hosted physicians receiving training at our reputable medical schools, visiting scholars here to share insights and knowledge, investors, workers building our city, and other people actively contributing to improving London in small and major ways. Not in small part, I have also housed local families who needed a place to stay while their homes were being built, during natural disasters, and couples, and graduate students who needed appropriate housing. My home has served as a crucial part of the fabric of our city and made a big difference in unseen ways.

From the property owner perspective, there are unseen benefits to London. The major one is that the property has received greater investment due to competitive pressures from other, beautiful properties available for short-term rental. The net effect is that these investments improve the quality and wealth of our community. If this is not clear, consider typical rentals, which do not receive top-end care (there are a few of them over the fence on Central I can think of immediately). These properties have tenants for a semester or two and are under no scrutiny at all. This is puzzling, as the impact of these types of rental agreements are notably negative for the community, and include large, unruly gatherings, loud music late into the night in residential areas, and a decrease in local property values due to these and other factors (under-investment in property maintenance due to lack of competitive pressures).

Keep in mind that many short-term rental hosts are offering their private homes to others and take extraordinary care in not only vetting prospective renters on the front-end, but also ensuring strict adherence to the house rules, respecting neighbours, and holding them accountable in a public way (everyone on these platforms is extremely sensitive to reviews so go out of their way to be on their best behaviour).

In summary, it would be a mistake, I repeat, a mistake to limit short-term rentals in London. The casualties of this legislation would be the university and its community, property owners, the city's tax base, and many others. I urge you to consider the self-interested motivations of those challenging the freedom of hosts such as myself to provide necessary services and how it would impair the growth of this beautiful city.

Best Regards,  
Amos Nadler, PhD

Suzanne Aziz  
582 Waterloo St  
London, Ont N6B 2P9

April 1,2022

Hi, my name is Suzanne Aziz and I'm a property owner here in London, Ontario and just started running an Airbnb this Jan. I'm also a landlord of two other properties ( with tenants) and a realtor so feel I have a varied enough background to respond.

I've read about the proposed licensing system and would just like to give you my thoughts on this.

First off, when you own a home it comes with certain rights; The right of possession, the right of control, the right of exclusion, the right to derive income and the right of disposition. I realize within these rights the government does have overriding rights, for example, the right of expropriation but in general we are usually allowed to do what is best for us, as long as it is not detrimental to neighbors.

As per your proposed regulations, a Short Term Accommodation (STA) would only be allowed in a principal residence, either the whole house or a room in this house, **which begs the questions, if someone is using their whole house for an Airbnb, where are they living during this time?** There is no mention of my scenario, where it is attached to our principal residence, but has a separate entrance. We've had a rental unit back there for over 30 years, and it's had a rental license since they became mandated. This unit would now be called a Secondary Dwelling Unit ( or granny suite). I think the definition of "principal residence" needs a closer look.

I would like to address some parts of the specific plan.

Under the Strategic Plan 5.1, it mentions Fire Safety, and as I already have a Rental License, my unit has already been inspected by the Fire Department.

Also, I contacted my insurance company to let them know that I was starting an Airbnb, and my insurance went up a total of \$1.00 a year, yes really \$1.00, so obviously they have no major concerns. Under Analysis 2.1, it stated that the rate of growth of Airbnbs between 2018 and 2021 was relatively stable at 4%, so this is not really skyrocketing growth.

The survey stated that 441 rentals were "entire homes" at 67%, And 211 rentals were "private rooms" at 32%, which makes 99%, so I think I must be falling in the other 1%, but again what is the definition of an "entire home", and if it is their primary residence, where are they going?

Under 2.2. The Effects of STA's' it states that profitability has caused both commercial and individual landlords to leave the long term rental market, which thus reduces supply, and yes this makes sense, but it also states in the report that it is the commercial operators who manage multiple listings that generated over 50% of all Airbnb revenue in 2019. So it really seems to me that the target should be the

commercial operators, not the few individual homeowners who just want to provide a great experience for people visiting our great city.

Also, your STA regulations won't apply to units that are rented for more than 30 days, these would be considered long-term accommodation, and as such GST/HST is not charged, but currently if I rent out my unit for less than 30 days, I must charge and remit GST/HST to the government.

As for a Municipal Accommodation Tax, I feel that since I am already paying the GST/HST to the government, it's not really fair to be taxed twice. I don't feel I am in competition with the hotels, motels etc because I am offering a totally different guest experience, one where guests want the feel of a home, with a full kitchen and other home amenities.

Airbnb's are part of a huge technological change happening to almost every industry in the world, from hotels to taxis, and there will always be some adjustment. I would ask if you have ever stayed in an Airbnb or used an Uber.

I personally have stayed in Airbnbs in Italy, with the host in part of the house, and that's the experience I wanted.

As mentioned, I have just started my Airbnb but have had 3 longer stay guests, all for differing reasons; First, an engineer from England who was here working on our new Maple Leaf Foods plant, second an Ivey School of business student who can't access his apartment til the beginning of April, and soon, a husband & wife who will be renovating their home and need a place to stay.

I do have people booked throughout the summer, and the main reason they want to stay is the location, home-like amenities ( kitchen) and experience of local hosts.

There are also many other reasons why someone would need to stay in a STA. As a realtor, often a house will close but the sellers don't take possession of their new home for a few weeks, months etc, so they need a place to stay ( while putting their items in storage). It is almost impossible to get a lease under a year so where will they go; a hotel is way too expensive for that length of time and most don't have cooking facilities.

Under Key Recommendations in the report you mention Licensing, which absolutely makes sense. It stated that these large parties that make the news were typically not held in the principal residence but an investment property rented out as an Airbnb and Airbnb has since improved their regulations. It was stated in the meeting that there were many "incidents reported" but no idea if these happened in homes where the landlord was present or the "investor" Airbnb's managed by these large corporations. I think this is a major thing to investigate before tarnishing all Airbnbs. This is easy enough to find out if you can access the Land Registry system to see who owns it ( as a realtor I can). Chances are if it's a numbered company then it's owned by a larger corporation.

I also have my own rules, I limit the number of guests, I only allow guests with good reviews to stay, I meet my guests in person ( no lockboxes), and I can see and hear when they are coming and going, and can intercede right away if something is wrong.

I will also address the elephant in the room which is bad tenants. I spent a lot of money getting my Airbnb going because I don't want the hassle of dealing with bad tenants. I've done that for too long and wasted too much time and money, it's very sad but this is the truth.

Unfortunately, the Landlord and Tenant board was backed up before the Pandemic and now it's even worse. We've had tenants who stopped paying rent and it took 6 months to evict them, all with no rent money coming in, and now it's even worse. Once again, the big commercial landlords can manage but the small individual owners can't.

As a realtor, when someone approaches me to buy an investment property, the first thing I do is say, you need to do some research and think seriously about this, and tell them even with the best tenant screening be prepared for 6 months of no rent if they default.

There are definitely ways to minimize the supposed detriments of some Airbnbs such as;

1. Licensing, same as for Rentals,
2. Perhaps only allow 1 Airbnb per homeowner, thus not allowing larger corporations to take over
3. Limiting the Airbnb owner to live in the actual city, in case of emergency situations

Finally, in the report it states "growth of STA has contributed to housing shortages across cities, as dwindling supply of homes for sale and rent have artificially driven up prices"

This housing shortage has been an issue for many years and the pandemic just exacerbated it. A few things the government could do are;

- Limit foreign ownership for 2-5 years ( New Zealand did this)
- Investors need to put a higher minimum downpayment down ( up it to 50% from 20%) and they can't borrow this money from the banks
- Zoning changes - to overcome NIMBYISM,

Also, the government has to overhaul the Landlord and Tenant board because it is not working. Please just google backlogs at Landlord and Tenant board and you will see. If I knew that as a landlord my rights were being taken into consideration then I would consider going back to long term rentals but at this time, they are not, and I am not risking my hard-earned money and time for the risk of bad tenants.

Thank you for taking the time to read my very long letter, but I just feel there are quite a few different aspects to this situation that need to be taken into consideration.

Sincerely,  
Suzanne Aziz

Dear Members of Council,

Please add this to the written agenda regarding STRs.

London would be hurt if STR were limited to primary residences — which would effectively ban most current Airbnb hosts from earning a living. London shouldn't rely upon other city's data or solutions. Our city's population is uniquely transient. People come to London to immigrate, attend a semester of school at Western University and Fanshawe College, or to receive or support someone here for medical care. These guests like to stay in a home-like setting for cheap rates that many Airbnbs offer, as compared with hotels.

Airbnb offers an excellent platform where guests and hosts and their homes are rated. I've been a Superhost for years. I prefer the Airbnb platform to long-term rentals because Airbnb handles credit card transactions. They offer supports to both guests and hosts if needed. They facilitate good housing. Hosts can get bad guests out immediately for breaking their house rules (like too loud or smoking indoors.) It's a better system than the one for long-term tenants, where bad tenants terrorize other tenants through Ontario's six month to one year eviction process. Plus, if Council targets to crack down on Airbnb, London's demand for transient housing might shift hosts to use Craigslist or Kijiji, where neither hosts nor guests are protected, making both parties vulnerable to fraud and scams, with no record for taxes.

My Airbnb is a legally licensed duplex rental in Old East Village. We bought it because my husband was born and raised nearby, we loved the house and saw its potential, and we wanted to be responsible self-employed people who could use the investment in this home to pay for our daughters' university and later, our retirement (since neither of us can rely on a pension). When we purchased it in 2013, it was run down and my husband and I painstakingly renovated and restored it at a great cost.



**Before**



**After**

The city has made progress in revitalizing Old East Village by developing Kellogg Lane, Western Fair and its market, allowing several microbreweries and fostering entrepreneurial businesses, gentrifying the area in a good way. Having well maintained houses adds to this goal. So many beautiful heritage homes are falling apart in Old East Village, like our neighbour's vacant house, which literally had the front porch collapse into rubble last fall. There's another beautiful historic home, which is approximately 35 houses away from mine on Lorne Ave, has been vacant for as long as I can remember, and is also rotting in place.

It feels punitive when you allow these beautiful heritage homes to rot in place — vacant — for a decade or more, but want to close down STR's to solve the "housing crisis" when our STR is providing much needed short-term housing and had a 88.7% occupancy rate in 2021.

During covid, my mural business was severely impacted by shutdowns. Around 80% of my earnings are from murals in care homes and hospitals. It has been very frustrating to have earned contracts in 2019 that I still as of 2022 have not been allowed to complete. Not many families can survive when 80% of their income has been cut from them, through no fault of their own. Having our Airbnb allowed me to stay off of CERB or other government handouts. Having self-sufficient residents should be London's goal, so perhaps limiting Airbnbs to local owners will be an excellent solution to your perceived STR problem.

Restricting STRs to principal residences will hurt London based families and prevent us — and many others — from responsibly earning our livings and keeping our earnings in our community. Our city has better methods to solve housing problems by forcing tenancy on houses that currently remain vacant, unlike my habited Airbnb. I think the resounding turnout in support of STRs at your meeting in 2019 and the recent meeting in March 2022 shows that the vast majority of good London based hosts should not be penalized because of the actions of a few bad apples.

Sincerely,

Jen Romnes

43 Benson Cres. London ON N5X 2B1

**From:** Diana Lopez  
**Sent:** Friday, April 1, 2022 5:51 PM  
**To:** CPSC <[cpssc@london.ca](mailto:cpssc@london.ca)>; Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>  
**Cc:** Jen Romnes  
**Subject:** [EXTERNAL] STR/Airbnb

Dear Members of the Council,

I'd like this to appear in the written agenda regarding STRs.

I've been a short-term and long-term tenant for Kris and Jen Romnes since August 2020. We chose to rent from them through Airbnb when we were immigrating to Canada so my husband could attend Fanshawe College. We chose Airbnb because:

- A temporary home was needed before we selected a long-term apartment. Newcomers, like ourselves, are often concerned about this, we need time to settle down before making a long-term commitment like a year's rent. Our Airbnb provided all the services we needed, such as privacy and all the services that helped us be successful while he was studying, and I was working from home.
- We trusted the Airbnb system that vets both guests and hosts so that we could find a good place to stay and wouldn't get scammed.
- During our short-term stay, there was a guest who we suspected was dealing drugs. We told Kris and Jen, and they immediately dealt with the problem through Airbnb and that bad guest was removed promptly, in less than one day.
- Since Jen and Kris are local London-based hosts, they have always been easy to reach, and they take excellent care of their properties. There's never any issue with garbage etc. They are expert hosts who are communicative, attentive, generous, and genuinely concerned about their guests' wellbeing.

Our situation would have been very different if we hadn't discovered their Airbnb available. It was a perfect solution for people like me for whom this is a true need for a short-term stay.

I hope you take this into consideration.

Regards,  
Diana Lopez Robert

**From:** Cindy Fata  
**Sent:** Sunday, April 3, 2022 10:06 AM  
**To:** Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>  
**Subject:** [EXTERNAL] New airbnb regulations

I would like to add a few of my points of views on Airbnb's in London.

Reality in London is London is not a tourist town as our Counsellors and other members of the board dream its it is.

No one comes to London for a vacation. Not like Toronto, Vancouver or any other city of that caliber. (London is not)

Family, friends, workers, students and people interested in living in our town and visiting for other various reasons, ( not a vacation). (Quarantine stays )

Sick family members, elderly parents in nursing homes, are just a few common reasons.

Relocation and finding permanent housing takes time. If london truly welcomes new Londoners they need to make it a little easier for them to start out. Many cant afford hotels, many only need a week or two to help a relative, house fires, temporary employment, in between homes, so many other reasons, we need to welcome this service and embrace what London has to offer and not make it difficult.

Airbnb's are an asset not a liability as some are misled to believe.

Homelessness is not created by Airbnb's but by making the rental markets difficult and unwelcome for new landlords to want to invest. Many older small Landlords are retiring and not being replaced. ( many reasons)

Fix the landlord and tenant act so bad tenants clean up their acts and are actually accountable for bad actions. Punish absentee landlords for bad behaviour, reward good landlords and hosts for making london better.

Seriously dont be hypocrites by inviting people to live here without homes. Take a good look at the real reason and quit passing the buck.

Do the right thing and make london welcoming.  
Embrace what is now and what is too come.

Thank you,  
Sincerely, Cindy Fata



This is our airbnb, not an eye sore or party house, ( it was a dilapidated vacant property). We renovated

and made it respectful.  
Sent from my iPhone

**From:** Kathleen Madden  
**Sent:** Monday, April 4, 2022 5:31 PM  
**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>; Ling, Ethan  
**Subject:** [EXTERNAL] Airbnb Regulation

I live in the Orchard Park/Sherwood Forest area. The proposed airbnb expansion is not a welcome one. Our area is currently struggling with the increased presence of university students who are also short term renters. Noise levels have greatly proliferated, garbage is left unattended. There is also much increased vehicles parked overnight on streets and traffic, as well as endless party activity.

It has been suggested that people who seek airbnb services do so to attend meetings, avoid hotel fees, or as a short term-base to visit family. However, a search of who uses airbnb services in areas absent well-known destinations, shows most bookings are for get-togethers and gatherings...all busy and disruptive activities.

It is likely that law enforcement and bylaw regulators will be challenged to respond to neighbourhood airbnb complaints in a perceived timely manner, as resources are stretched and there will be no increase in services dedicated to respond to airbnb issues. Our neighbourhood has much experience contacting London police services, London bylaw compliance services, and Western Mediation to report ongoing disruptive university student issues. Often our public bylaw and enforcement services respond to ratepayers complaints long after the close of a three hour party ending at 4 am. These activities threaten neighbourhood values and the value of our neighbourhood.

It is disappointing to learn that our councillor (s) consider a solution to manage dis-regulated activities is limiting the airbnb franchise to home-owners for renting out rooms or whole houses. This is clearly not a solution-driven response to concerns over the diminishing quality of life for our communities. Currently, at least 3 of the student houses on Rollingwood Circle have home-owners on site, as parents purchase houses for their undergraduate children, who are named as the home-owner and who do not contribute positively to our neighbourhood. Councillors who believe that a few airbnbs will have no negative impact on their neighbourhoods are uninformed or unconcerned about the current concerns over changing community environments primarily due to the rise of student itinerantes in formerly stable neighbourhoods.

On Saint Patrick's Day, I happened to be driving across Ward 6. The amount of street parties, absent a police presence, was unnerving. Things like walking on the road in neighbourhoods and consuming alcohol, screaming and shouting, cars honking, and in observed instances, public urination, were celebratory markers of the day. How will increased gathering sites, provided by airbnb, do anything other than contribute to the unravelling of community life. Perhaps council's mandate is to increase London's profile as a party town. It is actually our representative's job to address neighbourhood health and well-being and to serve their constituents. It is not to wring their hands over outsized street parties, placate anti-social behaviour or to be beholden to a shiny new business interest..

Sincerely,

M. Beattie: Home-owner

To: City Councillors of London, Ontario  
email: councilagenda@london.ca

From: Susanne Sutherland, 19 The Ridgeway, London, ON

Date: 4 April 2022

Please add to the written agenda regarding STR's.

Dear Councillors:

I am the neighbour of an AirBnB, 21-23 The Ridgeway, owned by Cathy Garrard and Raphael Metron, located in a near downtown neighbourhood. There is a mixture of owners and renters in this area. Owners, Cathy Garrard and Raphael Metron, take much better care of their property than the professional property management on homes across the street, which have long term renters. Our neighbourhood has constant issues from tenants of these properties usually related to noise and garbage. I have only encountered one issue concerning guests of the AirBnB. These guests were involved in a domestic disturbance.

AirBnB handled the situation within hours and the guests were escorted off the property by the owners. I have also had a wonderful opportunity to meet some of the neighbouring guests and have become personal friends with some of them.

I respect the pride of ownership especially the property maintenance that my neighbours put into their AirBnB property and I hope this letter helps in your decision making.

Sincerely,

Susanne Sutherland

**From:** pinesong08

**Sent:** Tuesday, April 5, 2022 8:37 AM

**To:** Council Agenda <councilagenda@london.ca>

**Subject:** [EXTERNAL] STR Regulation

Dear Mayor and City councillors,

I am writing to express my concerns and opinions on Airbnb regulations in London.

Like other sharing economic businesses running around the world, short-term rental houses have become popular for most family's travels and private visiting. Based on my experience, the entire airbnb houses are so welcome for those former Londoners who come back to visit their parents or grandparents and they can't be replaced on those touching days!

Personally, I am making a living on airbnb hosting, moreover, I have appointed my daughter, Lucy, to be my Airbnb assistant whose "job" is to help out some basic cleaning and gardening, Lucy is a special 21 years girl (supported by ODSP) and the current airbnb running is the only window for her to be connected with the community, she will definitely be heavily hit once the entire house short-term rental was forbidden in London.

Hopefully, no over-regulating code formed while City of London considering STR regulations.

Thanks for your support.

Best regards,

Jason Cao

Please add to the written agenda regarding short term rentals.

Dear Councillors,

My partner and I are owners of a rental at 21 The Ridgeway and I am a lifelong Londoner. We have hosted guests from all over the world and around the corner. They have chosen to stay with us via the Airbnb service because it is safe and secure for both hosts and guests. Due to screening, reviews, insurance, and support the Airbnb platform is top quality for all involved. It protects the community with quick access to support if there is a problem and alleviates troublesome long term issues for removing people that are not abiding to neighbourly conduct. We are Airbnb 5 star super hosts and take great care and pride in and on our property.

Items of note that we disagree with in the Report to Community and Protective Services Committee:

- 3.1 - Licencing is already required for rental properties in London.
- 3.2 - Principle residence will effectively cancel STR in single homes that are popular for families and people with pets.
- By-law part 4.1 iv. - Insurance requirements differing from long term rental. This item is effectively creating a two-tier rental hierarchy.
- The numbers fail to show how changing these rules will have real world positive effect.

October 2021 Row / Apartment Bedroom Type - Total	Vacancy Rate (%)	Availability Rate (%)	Average Rent (\$)	Median Rent	% Change	Units
London	1.8 a	**	1,191 a	1,120 a	2.7 a	51,431
Source	CMHC Rental Market Survey					

Adding the “650” units to the rental pool only changes availability with 1.26% increase. Not any kind of dramatic number to offset the loss of short term rentals that provide a valuable service to the community in filling the rental gap.

Note the “however” statement in point 2.2 of Report to Community and Protective Services Committee: “However, that phenomenon has not translated to a slowing of the market, nor translated into any affordability measures. “

Remember the house fire at an overcrowded home? (<https://lfpres.com/news/local-news/hillcrest-ave-fire-rescuers-honoured-eight-students-left-homeless-moved-to-residence>)

*...a house at 1281 Hillcrest Ave. that was heavily damaged by an overnight fire on Feb. 1.*

*The blaze has prompted questions about overcrowding at the property and city hall’s response to complaints from neighbours over possible bylaw violations at the bungalow, owned by a Toronto landlord.*

There is real concern that if these measures are put into place that this will force users underground to other platforms and services that have no screening, reviews, insurance, and support.

Is this the correct path to be taken when the tools available to City By-law enforcement are in place on so many other levels – noise, nuisance, parking, etc.?

Let us more effectively use those tools that exist for dealing with rental issues than try to fix something that has very minor impact in the reality of the neighbourhoods of London.

Thank you.

Cathy Garrard and Raphael Metron

From: Adam Wayland  
Sent: Wednesday, April 6, 2022 1:03 AM  
To: Council Agenda <councilagenda@london.ca>  
Subject: [EXTERNAL] For inclusion on the April 12th written agenda

Re: Short Term Accomodations

Dear London City Council,

Please find attached a document prepared for your consideration and review regarding Short-Term Rental Regulations. I wanted to thank you in advance for reviewing the attached documents and hope that it helps you understand our position on regulations as hosts, constituents and small business owners.

Please reach out to me should you have any questions.

Adam Wayland



# STR Regulations

City of London Draft Bylaw on Short-Term Accommodations

March 2022

**ISSUED BY**

London, Ontario AirBnB Host Community

**REPRESENTATIVE**

Adam Wayland



## Benefits of STR's to London

Council and others refer to short-term rentals (STR's) as not part of the housing stock, not part of a benefit to Londoners or to tourism and the local economy. These assumptions are furthest from the truth. STR's provide a number of tangible and long lasting benefits to London and Londoners and are an important part of housing stock for a growing and successful city.

1. Travel Affordability for Families and Young Professionals
  - a. The average AirBnB stay in London from out of town guests generates \$200 per day of local spending. Spending in places and businesses off the beaten path. Hosts' favourite deli or coffee shop gets the business of our guests because they stay in AirBnB's to get that local advice and find the local gems.
  - b. Families and travellers who book AirBnB's do so for affordability. AirBnB guests stay longer, increasing hosts income. They spend more time exploring London and spending money on tourism related purchases, groceries, parking, transit and so much more.
2. Transient Housing for Londoners affected by emergencies, loss (fire, flood, etc)
  - a. Londoners deserve a home away from home when their homes are damaged due to accidents like Woodman Avenue, or fires, or floods. STR spaces provide those options allowing some kind of normalcy in times of crisis.
  - b. Londoners also use STR when between homes, especially with the building boom happening and home sales at an all time high. Housing flexibility is an important part of a growing city, and we want London to make decisions to protect that flexibility and show "would be" Londoners we are a welcoming, flexible, diverse community with housing options to suit everyone.
3. Helping refugees, immigrants and others relocating to London

- a. The amount of stories shared in the host community about our ability to connect newcomers and soon to be Londoners with community resources and the best little coffee shops, independent supermarkets and local businesses we all support is a weekly occurrence.
  - b. Having someone local who can guide these new Londoners (however they arrived here) is something that you cannot put a price or value on. Hosts help secure permanent housing, some even donate or help families find affordable furnishings.
4. Support City of London growth goals in a variety of different ways.
- a. Musicians and Artists are a significantly under-funded group, they often don't lay permanent roots in one place, instead they go where the work is, STR's will provide a valuable and convenient option in support of our new UNESCO City of Music Designation and show the Music community we are a welcoming and flexible city when it comes to housing options and availability.
  - b. After the March 29th PPM our host group was contacted by 5 Union Groups who have a significant number of workers who will call the area home for the next 7 months while they retool the GM Cami Plant in Ingersoll, Ontario. STR's will play a vital role of housing these transient worker positions and bring those dollars for food, entertainment and the like to London's economy.
  - c. Council has done some excellent work to bring industry to town as of late. We support expanding industry by hosting visiting executives, engineers, robotics specialists and contract workers who are vital to the successful creation of jobs and will support a growing London economy by providing housing options that meet the needs of these industries as they build new plants and create jobs for Londoners.

5. Engaged land owners who have the ability with backing from AirBnB to end parties and nuisance guests from damaging the communities we host in. We also promote and encourage safety and trust. Hosts often have cameras and other safeguards in place to capture bad actors so we can facilitate the enforcement of these policies to their intended results.
  - a. Members of the London host group are engaged land owners who have chosen a different model of providing housing for a variety of reasons, it's important to know the tools we have available to end problems in a timely and effective manner, these policies don't apply to long-term landlords, so bad tenants can party every weekend for 13 months until a tribunal can order an eviction
  - b. We take pride in our homes, inside and out! We also take pride in our ability to provide safe, warm and affordable spaces for people to call home and explore all that London has to offer



## Benefits for Hosts

You heard at both PPM meetings so far about the protections STR hosting offers owners. Many STR hosts do so because we've been victims of professional tenants, horrible experiences with tribunal or non-paying tenants. I'd like to outline some of the key benefits hosts who are engaged in this process have highlighted.

1. Control over our investment properties
  - a. The ability to inspect and fix issues as they happen
  - b. Protection from bad or abusive tenants. Almost every host in our group has expressed at least one horror story of a bad tenants which lead them to an alternative to long-term renting
  - c. Ability to use our properties for personal use, allowing family or friends to come visit and stay in town

2. Additional money generated helps hosts pay for things we may not normally be able to do afford
  - a. Help pay for mortgage payments allowing hosts to weather financial hardships or job loss, this is especially important these past 2 years
  - b. Help fund renovations to our own homes or our investment properties to keep these properties in good shape and an appreciating asset
  - c. We have hosts in this group who use the additional income to help them stay in their homes after retirement, these hosts would otherwise have to continuing working or sell their homes to afford retirement
  - d. Help fund travel for ourselves
  
3. Meeting people and other business owners for networking and growing community
  - a. Hosts meet people from all around the world, this is something that I personally didn't expect. Many of our guests still stay in touch or return to our space when coming to London.
  - b. Establishing connections with other small business owners and supporting one another helps foster supporting local and buying local even for a guest staying from the other side of the world, this translates to real tourism dollars being generated and staying in local hands
  - c. Many hosts purchase guest consumables (hand made soaps, small gift baskets, gift cards and other artisans makers) items to provide to guests. Being a part of a community of business oriented people drives positive change and economic impacts that other types of accommodations simply can't provide



## Regulation Over-reach Concerns of Hosts

### Forcing STR hosts "Underground"

1. Other STR platforms do not have local dialogue and participate in regulation enforcement the same way AirBnB does. Hosts feel the opportunity to get this

right is now. We need a balanced approach to regulations. And we as hosts agree regulations should be built to hold those hosts AND EXISTING LANDLOARDS who disrupt and violate existing bylaws should be held accountable and prohibited from operating

2. AirBnB accounts for approximately 90% of all STR bookings in London. We've seen first hand with our peers across Canada in cities like Toronto and Vancouver where sweeping, poorly researched and out of the box regulations have forced STR hosts to post on non-traditional platforms like Kijiji and Facebook marketplace, expedia, booking.com, craigslist, etc. The issue then becomes insurance, vetted guests, ability to uphold policies or lack of policies of these platforms, resulting in increased issues like parties, nuisance violations and other bylaw violations going unchecked by those platforms.
3. Hosts in London are passionate about our homes and businesses. We strive to provide quality spaces for quality guests and we fear including the primary residence clause in regulations will have a severely negative effect on the City and City Staff to effectively enforce any bylaws in the underground market. Hosts also enjoy added insurance coverage by hosting with AirBnB, this is in addition to home insurance and protects the host and community from detriment from accidents or mishaps, other platforms do not offer this insurance.
4. Hosts who are compliant with bylaws approved would then also suffer from poor quality spaces being more appealing cost wise to travellers and would create a lack of fairness with these other bad actors who refuse the licensing framework chosen by council.

### **Removing income from citizens who depend on it to support ourselves**

1. At the PPM you heard from several hosts who have recently lost employment in London. These hosts were only able to stay in their homes and pay their bills because they had the ability to make some extra income by providing STR accommodations in their homes or rental properties. Removing this means you are

edging out people from home ownership who rely on this income to continue in home ownership in these ever costly times.

2. The income hosts make is only one side of this argument. Hosting creates jobs, allows others to be their own bosses, and contribute to the growing London economy in areas like;

- i. Cleaners
- ii. Restaurants
- iii. Laundry services
- iv. Snow removal
- v. Lawn maintenance
- vi. Pest control
- vii. Contractors (repairs)

All these other businesses will suffer if you force hosts to shutter their second home or additional dwelling unit rentals. The impact will be felt in many other local business sectors.

3. Hosts have shared with me their experiences in buying a secondary home, and myself included this example shines for me. When I purchased my rental property it was in disrepair, infested with cockroaches, mice and rats. NO ONE should have been living here, I invested \$165,000 of my own money to bring this property into habitable and rentable condition. Hosting has allowed me to recoup my investment at a faster pace, allowing me the opportunity to also make my own home a better place for me to live and spend time with my family.

### **Legally sound? Are these regulations over-reach? Can they be challenged in court?**

Last point is a potentially big issue. In some cities in North America legal challenges have begun based on City bylaw creation and the implications of those regulations against other acts and charters.



## Solutions Proposed

Engaging with Council in this bylaw creation, I and other area hosts have learned of some examples of what is being reported across London in your constituents' neighbourhoods. In some cases I question the validity of claims that these issues are strictly or specifically linked to STR's and hosts. Other stories I've heard are alarming and factually linked to STR and hosts. It should be known that we are not opposing regulation. Infact regulations will benefit hosts who follow the rules, hosts who are engaged and members of the communities in which we host. We will benefit from help weeding out the bad actors, and we will help the City weed out the bad actors.

Here are the suggestions we propose to help resolve issues related to existing bylaw violations in London and the creation of fair, reasonable and beneficial regulations that protect housing flexibility, protect hosts' livelihoods, improve community integrity and foster responsible hosting.

### **Existing Bylaw Enforcement**

This is an area the city lacks heavily in, but there are solutions to tackle this issue which would help improve rental unit quality and safety, potentially return vacant homes to rental or sale inventory and improve community and fire safety . Let's use my street with 41 houses in North East London as an example.

Here is the breakdown of issues affecting my street alone;

- 1 home is an operating scrap yard
- 1 home is a hoarders dumping ground
- 2 homes are vacant (for 2 years or more)
- 4 homes are rental properties with no Residential Rental Unit Licenses
- 2 of those rental homes have more occupants then is allowed based on bedrooms

Increasing existing bylaw enforcement will help ensure long-term rentals are compliant, student neighbourhoods are not a nuisance and STR hosts are also compliant with any new bylaws. Perhaps utilizing fees collected from licensing STR's can be invested into increased enforcement of existing bylaws.

### **Demerit Point Licensing Framework for STR's**

Numerous municipalities in Canada and the US have seen great success in a demerit point system of licensing to ensure hosts are compliant with existing bylaws and council recommended STR regulations. Violations would result in demerit points being accrued for that listing or host. This type of system will eliminate bad actors, absentee hosts, party houses and other problem properties listed for rent as an STR.

AirBnB already has the ability to implement a business license number on hosts listings, this will assist City staff and AirBnB in easily administering and maintaining the demerit point system and allow hosts to easily comply and adhere to new regulations seamlessly and without delay.

### **Municipal Accommodation Tax - MAT**

AirBnB has been through this process numerous times corporately, I and you this is our first kick of the can. Some councillors have expressed their concern of an unlevel playing field when it comes to hotels vs STR's. Although I disagree that direct comparisons can be drawn, I do understand this to be a conversation being initiated by hotel lobby groups in an attempt to push for over-regulation to protect their interests. Hosts in London pay HST as directed by the CRA in a recent change that requires the collection and remittance of HST by all platforms. The addition of MAT would increase the cost to guests more than to hosts, this isn't something we are in opposition of necessarily or in support of, however we see the value in our contribution to the MAT since half the funding would be reinvested into tourism and travel initiatives for and by the City which would assist in our own marketing and AirBnB's marketing of London tourism resulting in more guests utilizing our spaces.

Should council decide to enact the MAT for STR's, it should be noted that AirBnB does this in other jurisdictions and collects and remits on behalf of hosts based on the MAT guidelines and policies established. So any introduction of this would likely best be handled via AirBnB integrations so that hosts can be compliant and the city will not require to chase bad actors for their remittance, lessening workload and staffing costs to the City.

### **Publish Tools for Hosts, Neighbours, and Visitors on the City Website**

1. Included with the package as a separate document titled "TOOLS.PDF" you'll find existing tools available via AirBnB. They are;
  - The City Portal for council and city staff to access local data
  - The Neighbourhood Tool for use by council and your constituents to report violations and issues with STR's directly to AirBnB trust and safety team
  - The Law Enforcement Tool for London Police to reach AirBnB directly for information and assistance in investigations
  - AirBnB.org for activation of Emergency Stays in a local crisis requiring emergency housing
  - Also included are some links to policies hosts have in order to protect our properties, our communities and safeguard against bad guests or bad situations
  
2. Update london.ca to include a resource section with guides and standards for guests and hosts. Tool links for reporting by neighbours. And an easy to understand version of the bylaw and its requirements. Attached is a copy of the Calgary Guest and Host guides for your reference and perhaps assistance in developing these documents for London.

### **Primary Residence Clause**

We believe this clause will hurt hosts, guests and tourism. It will also limit housing flexibility for existing London residents as outlined above. We encourage all council

members to vote out the primary residence clause and choose to build a made in London set of regulations that reflect our Cities growth, tourism and industry goals.

We look forward to continued engagement on building policies for the Short-term Rental space with council that will help put London on the map as a progressive and attractive City for visitors, industry and tourism.



## **Thank you!**

Thank you for taking the time to read and review this document, for hearing us at public participation meetings and for engaging to build the best solution for London. I encourage all councillors to reach out to me if you have any questions or would like to discuss anything in this document.

We hope you can see the passion and responsibility we all have for hosting. We also hope you can see our commitment to making London a great place for visitors and protecting the communities and our neighbours in the areas in which we host.

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# Tools & Supports Available via AirBnB

Short-term Rental Regulations

March 31st, 2022

**From**  
Adam Wayland

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## Neighbourhood Support Tool

You, your staff and community members can use the Neighbourhood Support tool to report nuisances, bylaw infractions, parties or other concerns directly to The AirBnB Trust and Safety team.

[Link to the tool](#)

Issues can come up in any community. It's usually fastest to communicate directly with neighbours about concerns related to home sharing, but sometimes those interactions aren't successful or helpful, members of the community and council can use this tool for additional direct support from AirBnB.

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## City Portal - Municipal Governments

Learn more about the City Portal which better allows municipalities to access high-level aggregate data for a better understanding of the Airbnb landscape within your community, technical support and resources to leverage tourism in your municipality and manage existing regulations and bylaws.

[Link to AirBnB City Portal](#)

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## Party, Gathering Limit, Age Restriction Policies

You and your constituents can access party policies and gathering limit information, which are designed to minimize disturbances to the surrounding community at the links below. There are several policies outlined below, but if your questions still aren't addressed or you

have questions on the ease of Hosts to put an end to parties or remove guests who violate these terms are handled, please reach out to me.

## 1. [Gathering Limits Policy Link](#)

AirBnB [Community Standards](#) prohibit members of the Airbnb Community from creating a nuisance that disturbs the surrounding neighbourhood.

Hosts and guests expectations for gatherings at listings.

- Gatherings of more than 16 people are prohibited
- All disruptive parties and events are prohibited

## 2. [Age & Local Resident Restrictions](#)

AirBnB launched the Age & Local Resident restriction [in Canada](#), with the support of the Canadian host community. Since the introduction of this policy, the number of unauthorized parties booked by guests under the age of 25 has experienced a meaningful drop.

Here's how it works:

- Guests under the age of 25 with less than three positive reviews are not able to book entire home listings that are close to where they live. These guests can still book any type of listing outside their local area.
- All guests under the age of 25 are still free to book private rooms and hotel rooms through Airbnb, regardless of where they live.
- Most importantly, younger guests with at least three positive reviews and no negative reviews on Airbnb or with long-term plans are not subject to this restriction, and they're welcome to continue to book entire home listings in their local area.

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## Built-in Emergency Housing Stock

AirBnB started OpenHomes several years ago when a host saw people in need of housing due to a regional disaster. I personally have been a contributing member of OpenHomes since it was started, providing my AirBnB space to disaster response needs or initiatives. OpenHomes has transformed into a registered charitable organization supported by AirBnB Hosts, Guests, other housing and response agencies and AirBnB executives.

Currently AirBnB.org activations have taken place all over the world to support Ukrainian refugees fleeing war, 11 listings are published in London that accept refugee stays!

Locally this tool could be used in circumstances like the Woodman Avenue accident, allowing council or the Emergency Operations Centre and Emergency Agencies to access free or highly discounted Emergency housing for local citizens or responding personnel.

[AirBnB.org](https://www.airbnb.org)

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## From Adam

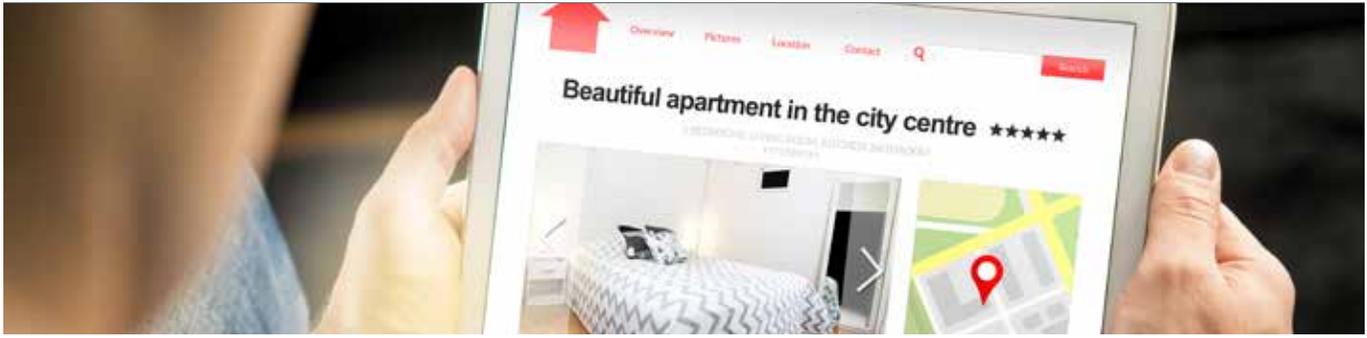
If you have any questions about the tools I have put together in this document, please reach out to me. I'd welcome the opportunity to discuss any of the above and how Short-Term Rentals are an important part of housing stock in London as council grows our city and makes decisions to attract talent, citizens and industry.

Thank you for taking the time to read over this document, and I look forward to speaking with you all at the upcoming public input meeting as we review the draft bylaw options presented.



# **Good Host Guide**

A guide to responsible operation of a short-term rental



## Short-term rental regulations

The City of Calgary has adopted bylaws which regulate short-term rentals. Below is an overview of short-term rental regulations identified in the Business Licence Bylaw and applicable processes for hosts to follow.

### Short-term rental

- 58.1 (1) Short Term Rental means the business of providing temporary accommodation for compensation, in a dwelling unit or portion of a dwelling unit for periods of up to 30 consecutive days.
- (2) Despite subsection (1), Short Term Rental does not include the provision of temporary accommodation for compensation in a dwelling unit located in a building for which a development permit for a Bed and Breakfast has been issued pursuant to the Land Use Bylaw 1P2007.

## Getting started

Effective February 1, 2020, The City of Calgary is requiring short-term rental operators to have a business licence to operate legally in the city. There are two tiers of licences based on number of rooms offered by a host:

- **Tier 1** – One to four rooms for rent with a maximum of two guests per room, not including minors.
- **Tier 2** – Five or more rooms for rent for ten or more guests.

All rooms made available to guests, with exception for condominiums, apartments and lofts, must contain a window which provides egress to the exterior of the property.

Condominiums, apartments and lofts do not require a window for egress due to Alberta fire and construction codes which provision additional life safety through emergency exits, fire rated construction and other safety measures. If you are unsure your building contains the appropriate standards for life and fire safety, please contact 311 and create an inquiry and concern for Fire.

## Things to do before listing

If you are using a condominium as a short-term rental, review the property's bylaws for restrictions and inform the property association.

Review your homeowner's insurance policy to ensure operating a short-term rental will not impact your insurance. Review City bylaws that have regulations of interest to short-term rental operators (see A good host, a good neighbour section).

## Application check list

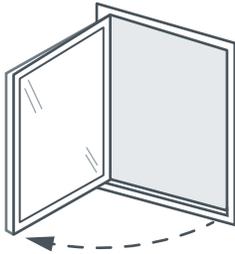
Before starting an application for the licence, please collect the required information in advance. The owner of the property is responsible for the licence requirements.

- Name of applicant
- Address of the property for rent
- Roll number of property
- Number of rooms for rent
- Review of the Good Host Guide and Good Guest Guide
- Primary or secondary residence
- Emergency contact information
  - Full Name
  - Email address
  - Phone number

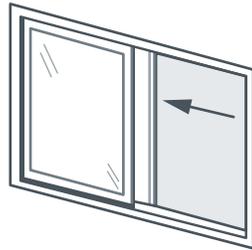
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## Window requirements

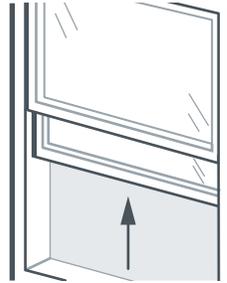
Rooms available for rent must have at least one window that can be fully opened and used to escape during an emergency. Windows must be clear of any obstructions on the interior and exterior. Identified below are recommended window styles, the shaded areas represent unobstructed openings that must be 0.35 m<sup>2</sup> with no dimension less than 380 mm.



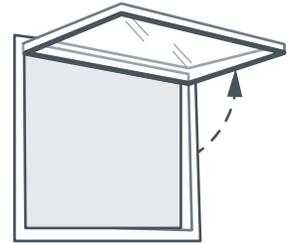
Casement window



Horizontal sliding window



Vertical sliding window



Inward swinging awning window

## Room requirements

Rooms must have one or more windows for egress located on an adjoining wall. Windows that are located outside a room through a doorway are not considered accessible. Condominium, apartment and loft buildings which have existing fire safety standards do not require egress windows.



## Maximum number of guests

No more than two adults can occupy a room regardless of size, however minors are permitted to stay with adults

- A **Tier 1** licence is limited to one to four rooms for rent with a maximum of two guests per room, not including minors.
- A **Tier 2** licence is for properties which will accommodate 10 or more guests and requires a Fire inspection.

## Overlapping bookings

Short-term rental operators are permitted to offer only one booking at a time. Operators who are interested in offering multiple units for rent in one property can do so under a Bed & Breakfast designation. More information can be found at [calgary.ca](http://calgary.ca).

## Advertising your listing

Upon receiving your short-term rental licence, the licence number must be posted on any online or physical advertising. The location of licence number is recommended to appear at the end of the title in any advertisement.

Below is an example of an advertisement with the licence number.



Modern house on Parkway #110389783

4 guests/4 bedroom/2 bath/  
Air conditioned/WiFi

\$77 CAD/per night

## Emergency contact information

Operators must provide emergency contact information for guests. The information must be displayed in a conspicuous location inside the property. A recommended emergency contact template is available [here](#) for download.

The following is the required information for operators to display for an emergency contact.

- Full name of emergency contact
- Phone number of emergency contact
- Email address of emergency contact

## Guest record

Operators must maintain guest records for each booking they offer. A recommended guest record template is available [here](#) for download.

The following criteria is required to be recorded by the operator:

- The full name and email address of the guest who provided payment for the booking.
- Associated guests, such as family members, do not need to provide their names/emails but must be recorded under the number of guests for the booking.

Example: Cooper Lywis books a short-term rental for his family. His family members are not required to provide their names/emails but must be identified as a part of his booking. Below is an example of the guest record for Cooper's stay.



Name	Email	Arrival	Departure	# of guests
Cooper Lywis	Chw@gmail.com	10/15/2019	10/19/2019	4



## A good host, a good neighbour

City of Calgary bylaws are in place to ensure good neighbour relations and help keep communities safe and enjoyable for residents and visitors. Understand the applicable bylaws and provide your guests with information so they are aware of these and any condominium bylaw regulations, if applicable, at your short-term rental property.

The bylaws that are relevant to short-term rental operators include the Community Standards Bylaw, Streets Bylaw, Parking Bylaw and Traffic Bylaw. Visit [calgary.ca/bylaws](https://calgary.ca/bylaws) for more information.

Below are some specific regulations and rules to be aware of.

### Noise

Noise is restricted to certain levels during the daytime and at night. Quiet hours are between 10 p.m. and 7 a.m. Monday to Saturday and 10 p.m. and 9 a.m. on Sundays and holidays.

### Vehicle parking

Inform your guests on where they may or may not be permitted to park while staying at your short-term rental. Some residential streets in Calgary have areas designated for permit parking only. Guests parking in these areas will have to be registered with The City of Calgary Parking Authority by the owner before they arrive.

Visit [permits.calgaryparking.com/how-to-apply](https://permits.calgaryparking.com/how-to-apply) for more information.

### Garbage and recycling

Please ensure your guests have access to proper garbage, recycling and composting. Diversion of waste from landfills is key to supporting recycling and composting programs and environmental targets. As different jurisdictions have different recycling rules, please refer your guests to [calgary.ca/WhatGoesWhere](https://calgary.ca/WhatGoesWhere)

### Safe to stay

Although a fire safety inspection is not required for the Tier 1 licence, the Calgary Fire Department considers these actions an important part of home safety and The City recommends these best practices for all operators.

Install interconnected smoke and carbon monoxide alarms throughout the home and on every level. Place alarms outside or inside bedrooms. Test all alarms in your home once a month by pressing the alarm's test button and replace the batteries of each alarm at least once a year. Do not use rechargeable batteries. Replace alarms based on the manufacture instructions.

### Home escape plan

Post a home escape plan on the door of each room (see the home escape plan grid on the back page of this guide). Identify two exits, such as through a door and a window, out of each room, especially rooms where guests sleep. Make sure the exits are free of furniture and clutter.

See [calgary.ca/homeescapeplan](https://calgary.ca/homeescapeplan) for more information.



## Tips for successful short-term rental hosting

Short-term rental operators are an important part of Calgary's sharing economy. Help your guests enjoy what Calgary has to offer and tell them about the different attractions and opportunities available throughout the city.

### Getting around

Depending on your area, let your guests know about local transportation options like the C-Train, BRT lines, bike and e-scooter sharing companies.

### Local attractions and businesses

Let your guests know about our local attractions and activities. Here are some examples:

- Rent an e-scooter and explore the East Village and Calgary's riverwalk that follows the Bow River as part of a pathway system that extends over 900 kilometres throughout Calgary.
- Take in one of the many festivals and events during the summer months at Prince's Island Park and other areas of Calgary.
- Visit one of Calgary's many top-rated attractions such as:
  - Heritage Park, one of North America's largest and most successful living history museums.
  - National Music Centre featuring the Bell Stage and the King Eddy bar and music venue.
  - Glenbow Museum featuring Mavericks: An Incurable History of Alberta and numerous other permanent and temporary exhibits.
  - TELUS Spark Science Centre.
  - Calgary's newest and burgeoning industry, microbreweries and brew pubs are located throughout Calgary offering award-winning beers in unique settings.
  - Walk and shop along Stephen Ave and 17th Avenue S.W., then stop to savour one of Calgary's many great restaurants and bars.



See [visitcalgary.com](http://visitcalgary.com) for more information.





# Good Guest Guide

What to expect from your short-term rental experience

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## Introduction

This guide gives guests of short-term rentals an idea about what to expect from their short-term rental experience in Calgary and offers a few suggestions about what to do in Calgary.

As of February 1, 2020, The City of Calgary requires all short-term rentals in Calgary to be licenced under our Business Licence Bylaw. Look for the business licence number posted on the website where you booked your short-term rental — The City requires all operators to post the number in all advertising.



## What to look for in your accommodation

As a licenced operator, your host is required to follow bylaw regulations based on the number of rooms available for rent in a property.

### You are renting four rooms or fewer

Your short-term operator is required to ensure basic safety standards are in place under the Business Licence Bylaw. Here is an overview of what you can look for:

- The room you are sleeping in must have an egress window which provides an alternative escape route in the event of an emergency. Multi-storied apartment/condo buildings and lofts do not require egress windows as they have existing fire and life safety measures.
- The operator cannot allow more than two adults (not including minors) to sleep in a room.
- Operators cannot accept more than one booking at a time, however, one person can make the reservation on behalf of a group.
- Operators must provide emergency contact information to guests in a conspicuous location.
- Your operator must keep record of the booking guests information which includes name, email address and total number of guests.



### You are renting five rooms or more

In addition to the requirements above, your operator is required to follow safety standards identified through The City's fire safety inspection.

For more information, visit [calgary.ca/shorttermrentals](http://calgary.ca/shorttermrentals)

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## A good guest, a good neighbour

The City of Calgary has bylaws in place to ensure good neighbour relations and to help keep communities safe and enjoyable for residents and visitors. The City's web site has a host of information to address specific questions at [calgary.ca/goodneighbour](http://calgary.ca/goodneighbour). Here is a brief overview of common issues that sometimes arise:

### Noise

All residents have the right to not be disturbed by noise. Sound is restricted to certain levels during the daytime and at night. Please turn down music and reduce noise levels between **10 p.m. and 7 a.m. Monday to Saturday and 10 p.m. to 9 a.m. on Sundays and holidays.**

### Permitted vehicle parking

Like all major cities, knowing where to park can help make your stay in Calgary more enjoyable. Some residential streets in Calgary have areas designated for permit parking only. In these areas, your operator must register your licence plate number with The Calgary Parking Authority. Parking in these areas without being registered may result in a parking fine. If signage is not listed, parking is free in residential neighbourhoods.

### Park Plus system

Instead of parking meters, Calgary uses the Park Plus system in the downtown and surrounding areas. Signs are posted on streets and in parking lots and parkades where this pay system is used indicating the zone number and maximum length of parking. When you see one of these signs, take note of the parking zone number and your licence plate—this information will be required at the pay machine.

Visit [calgaryparking.com](http://calgaryparking.com) for more information about parking in Calgary.



### Garbage and recycling

Calgary has a waste and recycling program that supports recycling and composting programs and environmental targets. All residential home owners are provided with three separate bins for waste disposal:

- Black bin – Garbage (items that can't be recycled or composted in our facilities)
- Blue bin – Recyclables
- Green bin – Compostable material

Your operator should provide access to these disposal bins to help divert waste from landfills. Under the Calgary Community Standards Bylaw it is an offence to allow garbage and waste to accumulate in yards. The City provides a searchable web page to help residents sort waste at [calgary.ca/WhatGoesWhere](http://calgary.ca/WhatGoesWhere)



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## What to do in Calgary

Our city has a wealth of recreation opportunities and exciting local attractions, right here in the city. This guide lists a few ideas of what to do in Calgary. For a more extensive list of all that Calgary has to offer, visit [visitcalgary.com](http://visitcalgary.com) or one of the web sites listed below.

### Sightseeing and exploring

- Download the apps for e-bikes or one of the e-scooter companies then hop on and explore the East Village and Calgary's riverwalk that follows the Bow River as part of a pathway system that extends over 900 kilometres throughout Calgary.
- Take in one of the many festivals and events during the summer months at Prince's Island Park and other areas of Calgary.
- Learn about Calgary's history and historic buildings through self-guided walking tours. Go to [calgary.ca/heritage](http://calgary.ca/heritage) and look under Heritage publications and links.
- Calgary has a growing brewery industry and a host of microbreweries operating brew pubs and restaurants. You can sample some of our award winning beer and cider in many corners of the city. Go to [visitcalgary.com](http://visitcalgary.com) and view their Calgary Beer Map.
- Calgary also has a thriving arts and culture community that includes art galleries, art walk events, a variety of professional performing arts companies, the Calgary Philharmonic Orchestra and the Alberta Ballet, to name just a few. Visit [calgaryartsdevelopment.com](http://calgaryartsdevelopment.com) for information and a calendar of events. Calgary also has a number of live music venues in bars and restaurants throughout the city.
- Walk and shop along Stephen Avenue, 17th Avenue S.W., 4th Street S.W., throughout Inglewood or Kensington then stop to savour one of Calgary's many great restaurants, bars, pubs and brewpubs. Or visit one of our major malls in every quadrant of the city.



### Attractions

**Calgary Zoo** –Home to nearly 1,000 creatures across 119 species and one of Calgary's favourite family destinations. The Calgary Zoo is one of just five zoos in Canada accredited by the Association of Zoos and Aquariums. The Calgary Zoo is also a premier event venue for private events. Visit the [calgaryzoo.com](http://calgaryzoo.com)

**Heritage Park Historical Village** – One of Calgary's premier tourist attractions and one of North America's largest and most successful living history museums. Heritage Park's exhibits span the early 1860s fur trade to the petroleum and automobile-dominated 1950s. This attraction is suitable for adults and children. Visit [heritagepark.ca](http://heritagepark.ca)



**TELUS Spark** – A place for people of all ages and abilities to let go and embrace the desire to explore and discover science, technology, engineering, art and math. Every day is all-ages, with select evenings for adults only. Visit [sparkscience.ca](http://sparkscience.ca)

**Glenbow Museum** – Featuring Mavericks: An Incurable History of Alberta and numerous other permanent and temporary exhibits. As Calgary’s art museum, their purpose is to provide vibrant experiences that bring art and culture to life. Visit [glenbow.org](http://glenbow.org)

**Studio Bell National Music Centre** – Explore five floors of interactive exhibitions that will take you on a journey through the sights, sounds and stories of music in Canada. The Centre also incorporates the restored King Eddie bar and music venue and hosts events throughout the year. Visit [studiobell.ca](http://studiobell.ca)



**Arts Commons** – In the heart of downtown Calgary, Arts Commons is home to eight premier performing arts companies including Theatre Calgary, Alberta Theatre Projects, One Yellow Rabbit and the Calgary Philharmonic Orchestra. Its 12 spaces and venues include Jack Singer Concert Hall, Max Bell Theatre, Martha Cohen Theatre and the Engineered Theatre. Visit [artscommons.ca](http://artscommons.ca)

## Guest checklist

- Understand the rules and responsibilities outlined by your host.
- If travelling by vehicle, register your licence plate if a parking permit is required.
- Locate the emergency contact information posted by your host.
- Become familiar with the locations of emergency exits, windows and doorways.
- Record the address of the property for ease of travel to and from destinations.
- Know what number to call in emergency and non-emergency situations.

For **emergency** calls regarding:

- Reporting a fire
- Reporting a crime
- Seeking emergency medical assistance

**Call 911**

For **non-emergency** calls regarding:

- Noise concerns
- Parking issues
- Business licence concerns

**Call 311**

Check out [visitcalgary.com](http://visitcalgary.com) for ideas and enjoy your stay in Calgary.

From: Lynne Kingl  
Sent: Monday, April 4, 2022 3:42 PM  
To: Council Agenda <councilagenda@london.ca>  
Subject: [EXTERNAL] Short term accommodation

Dear : London City Council.

Why does the government always go after hard working people who is just trying to get a head in life.  
We own your home and have legal Apartment in your home with health and safety standards .Please say  
no to license Airbnb host.

Thank you.

**From:** joe difelice  
**Sent:** Wednesday, March 30, 2022 9:09 PM  
**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>  
**Subject:** [EXTERNAL] STR Community Discussion Submission

Dear City Council,

I am writing to you this evening in regards to recent proposals to regulate Airbnb Short Term Rentals within the City of London. I am a London resident and a 5-star Airbnb Host offering my primary residence along with properties of friends and family in the city as a short-term rental option to various guests.

The common misconception that these Airbnb's are "Party Hubs" could not be further from the truth. My properties – along with every other Host within the Airbnb London community – provide alternative housing solutions to a number of different Guests who are traveling to and through London. My properties have temporarily housed immigrants who are new to Canada and need a clean, well equipped and fully furnished place to call home while they settle into this new country and find a more permanent residence. Doctors who have been called in to the city for a few weeks to treat specific patients at one of London's top health care facilities. Families who have travelled into the city for the passing of a loved one and would opt for a more comfortable, peaceful and private space in lieu of a bustling hotel during their days of sorrow. A family displaced from their current home due to a freak-accident like a fire or flood. This is a niche industry that provides something hotels and motels cannot – a welcoming space for Guests to feel at Home, away from Home.

Listening to our Community of Hosts each speak yesterday, sharing their stories and arguments against these proposals was truly an eye opener for me. Restricting these properties to solely primary residences would not only wipe out a large majority of London's beautiful Airbnb properties but you would be directly putting your own citizens into a deeper financial strain on top of what everyone has already had to endure over the last two years through the pandemic.

I understand that there is a major housing crisis but blindly targeting the Airbnb market is not the answer. If you want to "improve" rental housing supply, consider starting from within City Hall and the Landlord/Tenant Board of London. There is a serious issue with the London Tribunals which is resulting in bad tenants purposely and maliciously defaulting on rent payments and property owners having to wait as long as 13 months to retain proper enforcement to remove these tenants from their properties. This is not factoring in the financial toll that the Landlord has to endure from not receiving rental income during that period. If the City of London worked on improving their processes to deal with Landlord/Tenant issues, more properties would be made available for good, hard-working families instead of bad tenants who continuously cheat the system by avoiding rent payments because the City does not act quick enough and allows this to happen.

If you are still unsure of which way these proposals should go - you have my contact. Please feel free to email me directly and I will make arrangements for you and your families to stay at one of my properties so you can see first-hand what we provide for our Guests and our Community.

Regards,  
Joe Di Felice

**From:** [bettyboop](#)

**Sent:** Friday, April 1, 2022 11:10 AM

**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>

**Cc:** Steve.O; Louise White

**Subject:** Re: [EXTERNAL] Restore Harris Park

Dear Committee Members,

There is a lot of opposition to both expanding Rock the Park and patios. Rock the Park and patios on Richmond St. consistently break by-law rules for sound and the volume of people that crowd the small surrounding neighbourhoods is overwhelming. My guess is you would hear from people if this decision wasn't being made outside of a public meeting.

Harris Park needs to be returned to the community. Because of Rock the Park, the park cannot be used for any other purpose. It is a holding tank for this one event. The core desperately needs a dog park, cannot be 'treed' and is being eroded from trampling. It is along the river and distorted sound travels along the water way as far away as Byron. Large heritage homes are not sealed and the loud sustained sound vibrations from Rock the Park penetrate into people's interiors and have health impacts.

Rock the Park needs to leave Harris Park altogether. It is a pariah to the community. The organizers threaten to pull charitable donations if it doesn't get its way and the City charges them pittance to use a public space for a 'for-profit' event. In a private venue they would need to pay a premium price and that's why they push council to stay in the park taking it away from residents.

Other cities require organizers of outdoor venues to erect sound barriers at their own expense as part of their permit to protect residents. Other 'more music' cities in Canada promote festivals responsibly with residents' well being in mind. Instead here in London, it has become common practice for Councillors to dismiss public concerns by rationalizing that there 'will always be push back' so why listen. Both Councillor Fyfe-Millar and Lewis have already announced their decision through the media on this matter without even blinking at concerns residents' have been raising for years.

It is time to give the park back to the community, and start charging money-making events 'market value' for public space. We deserve it.

AnnaMaria Valastro

**From:** Steve.O  
**Sent:** Thursday, March 31, 2022 6:08 PM  
**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>  
**Cc:** AnnaMaria Valastro; Louise White  
**Subject:** [EXTERNAL] Restore Harris Park

I strongly echo the comments below.

"It is time to give the park back to the community."

Steve Olivastr  
141 Central Ave  
London

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Dear Committee Members,

There is a lot of opposition to both expanding Rock the Park and patios. Rock the Park and patios on Richmond St. consistently break by-law rules for sound and the volume of people that crowd the small surrounding neighbourhoods is overwhelming. My guess is you would hear from people if this decision wasn't being made outside of a public meeting.

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It is time to give the park back to the community, and start charging money-making events 'market value' for public space. We deserve it.

AnnaMaria Valastro

**From:** [louisew](#)

**Sent:** Thursday, March 31, 2022 7:16 PM

**To:** Steve.O

**Cc:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>; AnnaMaria Valastro

**Subject:** [EXTERNAL] Re: Restore Harris Park

ditto for me. The area has experienced increased density over the last 10 years but no corresponding increase in green space, the humanizing factor in bigger city living.

I have passed through the area after the party or event is over. I have seen city staff cleaning up the garbage and repairing the park. How much does this cost annually and is this cost recouped from the organization creating the mess?

Louise White  
133 Central

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Dear Committee Members,

There is a lot of opposition to both expanding Rock the Park and patios. Rock the Park and patios on Richmond St. consistently break by-law rules for sound and the volume of people that crowd the small surrounding neighbourhoods is overwhelming. My guess is you would hear from people if this decision wasn't being made outside of a public meeting.

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It is time to give the park back to the community, and start charging money-making events 'market value' for public space.

AnnaMaria Valastro

**From:** Simon Luisi <[nomisisiul@gmail.com](mailto:nomisisiul@gmail.com)>  
**Sent:** Monday, April 11, 2022 8:12 AM  
**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>  
**Subject:** [EXTERNAL] Hosting Rock the Park

Please include this letter on the Council public agenda.

Dear Members of Council,

Please ask yourself, would your constituents embrace Rock the Park in their public park for four days or five days? If the answer is NO, then please do not impose this event on other communities. If the answer is YES, then please consider hosting Rock the Park. There is no reason why Rock the Park cannot be moved to Springbank Park or the Western Fair District, both being easily accessible from downtown and the local commercial area would benefit.

I don't think The United Nations Educational, Scientific and Cultural Organization would have awarded London its label if they knew the city was using it simply to attract commercial money making events rather than fostering true talent. Was UNESCO informed that the city abandoned its symphony and threw its musicians out in the street simply because it was poorly managed and it took the federal govt. to resurrect it? Or that there is no Jazz in this city, no choral music, no recognition of the student musicians enrolled in the music program at Western, no organized busking program that links buskers with high foot traffic areas such as Masonville Mall or Westmount Mall? Or that London has no affordable rehearsal space for local musicians?

Or that the City rides roughshod over residents and fails to manage loud outdoor events with the well being of residents in mind? Who knows what was communicated to UNESCO for it to falsely declare London a music city in Canada. Or that its name is being exploited for commercial purposes.

Move Rock the Park out of Harris Park and give the park back to us.

Simon Luisi

April 6, 2022

Mayor and Members of Municipal Council:

Re: Notice of Motion – Fugitive Slave Chapel Relocation & Restoration

Given Municipal Council’s commitment to taking appropriate steps to celebrate diversity and enhance anti-racism initiatives in our community, and the identified importance to London’s Black community to preserve the heritage building known as the “Fugitive Slave Chapel” which played a critical role in the lives of early Black Londoners fleeing slavery in the United States and establishing a community here, we are asking council to making a one time commitment of \$71,000 from our own Community Investment Reserve Fund to assist with the relocation of the Fugitive Slave Chapel from its current site at 432 Gray Street to Fanshawe Pioneer Village. Once on-site it will undergo restoration work and be integrated into programming and tours allowing for an inclusionary story of our city’s early history.

In meeting with representatives from the steering committee on this project, we believe this is the appropriate funding source to provide a time-sensitive one-time commitment. As colleagues may know, the building is currently in poor condition and continuing to deteriorate without proper care. In order to prevent further deterioration and allow for stabilization and restoration, it is important the building be relocated before the winter of 2022/2023 arrives. The funding source being recommended will ensure sufficient funds on hand to make the necessary arrangements for relocation in this calendar year. A commitment of municipal funding, in addition to the community fundraising that has already raised in excess of \$85,000 will be important in successfully leveraging an additional \$150,000 in federal funding through Cultural Spaces Canada for restoration work.

Due to the need to meet both the federal funding application timelines and the stated goal for the building’s relocation this calendar year, there is not an opportunity to seek funding through a business case in the next Annual Budget Update.

We are therefore seeking leave to make a notice of motion, as follows:

“That pursuant to section 11.3 of the Council Procedure By-law, leave be given for the introduction of a notice of motion to consider a time sensitive request for municipal funding assistance for the relocation and restoration of the heritage building known as the Fugitive Slave Chapel

Should leave be given, we are seeking support of the following motion:

*That Civic Administration be directed to make all necessary arrangements to provide a \$71,000 grant from the Community Investment Reserve Fund to the Fanshawe Pioneer Village Fugitive Slave Chapel campaign to assist with the cost of relocating and restoring this cultural heritage asset.*

*It being noted that this, combined with community fundraising, will assist in leveraging additional federal funding*

Respectfully submitted,

Mohamed Salih  
Councillor, Ward 3

Shawn Lewis  
Councillor, Ward 2

Elizabeth Pelozo  
Councillor, Ward 12

John Fyfe-Millar  
Councillor, Ward 13



April 1, 2022

**Request to Council for project Funding:**

***Restoration of London's Fugitive Slave Chapel at Fanshawe Pioneer Village***

**Project Summary**

In May 2021, the British Methodist Episcopal (BME) Church offered the building, known as the Fugitive Slave Chapel, as a gift to the London & Middlesex Heritage Museum, which operates Fanshawe Pioneer Village. Built in 1848 by the African Methodist Episcopal Church, the Chapel served London's Black community as a place of gathering and worship until 1869; it was home to many who fled their enslavement on the Underground Railroad. The Chapel is the oldest surviving building representing London's Black history. Currently, the BME Church is unable to care for it, and the building's future is at risk.

This project will relocate the Chapel to Fanshawe Pioneer Village, where it will be restored and preserved, ensuring this important piece of local Black history isn't lost and that the historic truths that shaped our city's and nation's past are better shared. Working with community partners (London Black History Coordinating Committee, Black Lives Matter London, the Congress of Black Women of Canada) we will also develop and install an interpretive exhibit about London's involvement in the Underground Railroad and the region's diverse Black histories.

**Urgency**

There is a great deal of community concern and urgency to protect the Chapel from being lost to vandalism and further deterioration. We are working to ensure the building doesn't sit through another winter exposed. Ideally the Chapel would be moved, placed on a foundation at the Village, and the exterior envelope sealed before next winter to prevent further degradation — but funding is key to this timeline.

The costs of relocation, restoration, and preservation of the Chapel are estimated to be \$300,000. The Village's Board of Directors want to ensure we have funding commitments in place for this project to be successful, and completed in a timely manner. The sooner the funds are committed, the sooner the relocation and restoration process can begin.

Demonstrated financial support from the City of London also helps our campaign build momentum within the community, carries weight in our applications to other funders, and helps to leverage funds from government grant programs. We have prepared an application to the Canada Cultural Spaces Fund (CCSF) for 50% of the project's expenses. A commitment from the City would assist in leveraging these funds.

**Funding Request**

We are respectfully requesting a one-time grant of \$71,000 from London City Council to assist with the moving and restoration costs of relocating the Fugitive Slave Chapel from Grey Street to Fanshawe Pioneer Village.

As of April 1, 2022 the campaign for this project has raised over \$85,500 with support from local foundations, community organizations and individual donors. These funds are held in a flow through fund at the London Community Foundation, as well as in a dedicated account at the Museum.

Please find images of the Chapel's current condition, and letters of support from our community partners attached. If you have questions or require any further information, please contact me.

On behalf of the London & Middlesex Heritage Museum Board of Directors, and the project Steering Committee, we appreciate your consideration.

Sincerely,

Dawn Miskelly — Executive Director  
director@fanshawepioneervillage.ca



London & Middlesex Heritage Museum  
BN/Charitable Registration #  
129874541 RR0001

***Steering Committee***

- Anne Baxter
- Carl Cadogan
- Mary Ann Colihan
- Nikisha Evans
- Silence Genti
- Genet Hodder
- Alexandra Kane
- Christina Lord
- Hilary Neary
- Thomas Peace
- Heather Rennalls
- Norm Steele
- Harold Usher

***Community Partners***

- London Black History Coordinating Committee
- Black Lives Matter London
- The Chapel Committee
- Congress of Black Women of Canada -London Chapter



***Support the Restoration of London's Fugitive Slave Chapel at Fanshawe Pioneer Village***



**Images taken December 2021 of the condition of the Fugitive Slave Chapel**





April 1, 2022

Chair and Members  
London City Council

Re: ***The Fugitive Slave Chapel Project***

Dear City Council:

The ***London Black History Coordinating Committee*** was formed out of a desire to increase awareness of Black History and Black History Month activities in the London area and to highlight the contributions of London's diverse Black community. The Committee is dedicated to providing educational programs, activities and services that increases public understanding of the diversity and history of London's Black community. 2022 marked the 20<sup>th</sup> anniversary of our committee; during the last twenty years, the LBHCC has organized events and has been the 'clearing house' for other events organized by other groups from the Windsor area to London/Middlesex area. As a volunteer led and run organization, LBHCC partners with others to present and deliver programs not only during February/Black History Month but other times of the year.

I have lived in five cities in Canada, and it has always seemed to me our history, Black History, has not been 'front and centre' in any way. Whether it has been in Alberta, that has had three hundred years of Black presence or SW Ontario that was an important part of the Underground Railroad, our history and contributions has not always been a part of the general understanding and education in our communities.

Black History did not start and end with Slavery, but those four hundred years were important as it demonstrated in real, concrete and very poignant ways, the resilience and strength of people of African descent, wherever they may have ended up in the diaspora.

The Fugitive Slave Chapel is an important part of that history in London and moving it to Fanshawe Pioneer Village will ensure our history is part of the broader history of London. A restored Chapel will also ensure that students and the general public will have a real interpretation of the history of Black settlers who helped build our urban and rural communities for more than two hundred years.

On behalf of the LBHCC, we hope you can join with us and many others in supporting this exciting and very worthwhile project. But more than that, we hope that you as City Leaders, recognize that London's Black History is London's history, Canada's history and for those reasons, is critical to preserve and to promote.

Respectfully,

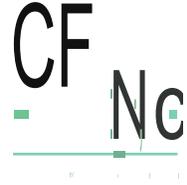
A handwritten signature in black ink, appearing to read 'Carl Cadogan', with a long horizontal flourish extending to the right.

Carl Cadogan, Chair  
London Black History Coordinating Committee  
C/O London Cross Cultural Learner Centre  
505 Dundas Street  
London, Ontario  
N6B 1W4



CONGRESS OF BLACK WOMEN OF CANADA  
LE CONGRES DES FEMMES NOIRES DU CANADA

London Chapter  
P.O. Box 24143 301 Oxford St. London O, 10, C,  
www.cbwlondon.org



April 30, 2021

Genet Hodder  
The Chair  
The Chapel Project  
London, ON

Dear Ms. Hodder,

**Re: The Chapel Project**

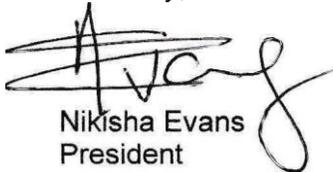
The Congress of Black Women of Canada (CBWC) was established in 1973 to provide a national forum to address the concerns of Black women and their families. The London chapter (CBWCL) since 1989, continues the mandate and has worked to improve the welfare of black women and their families in the Southwestern Ontario through our programs of education and services.

The Congress supports the preservation of the Fugitive Slave Chapel that has been a part of the London community from the 19<sup>th</sup> Century. The Fugitive Slave Chapel is a part of our Black History and should remain a historical building in the London community. The history that is associated with The Chapel involves our ancestors passage through the Underground Railroad to Freedom. It is important for members of the Black Community, in London, to see historical buildings that tell "Our Story." It is even more important for the community at large to become more informed of the role London played in the Freedom of Black slaves.

The restoration of The Chapel and its relocation to the Fanshawe Pioneer Village will enable citizens of London, the surrounding areas and visitors to learn more about this humble building and its place in our collective history. The Congress of Black Women of Canada London Chapter supports this move and looks forward to visiting The Chapel in its new home.

Preserving The Chapel is preserving Black History which is Canada's History. If you require further information, please do not hesitate to make contact.

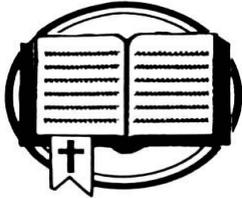
Sincerely,



Nikisha Evans  
President

# The British Methodist Episcopal Church

## CONFERENCE



**Founded 1856**

**Incorporated 1913**

**Head Office: 1828 Eglinton Avenue West, Toronto, Ontario, M6E 2H6**

**General Superintendent**

The Rt. Rev. Dr. Chester A. Searles

**Assistant General Superintendent**

Rev. Maurice Hicks

**General Secretary**

Rev. Dan Morand

**General Treasurer**

Mr. Elmo Remo

May 2, 2021

Genet Hodder, Chair, The Chapel Project,  
London, Ontario  
519-433-9550

Dear Genet Hodder,

Please let me introduce myself; My name is Chester Searles and I am the General Superintendent of the British Methodist Episcopal Church of Canada and as such, the owner of the Fugitive Slave Chapel, and Beth Emanuel Church, located at 430 Grey Street in London.

The “Fugitive Slave Chapel Preservation Project” (FSCPP) has been in the works since the Chapel was relocated to its present site on November 12, 2014. Due to many circumstances, the project has not progressed at a pace desired by all parties involved. In fact, it has been stalled for a couple of years. With the recent leadership change at the Beth Emanuel Church, internal discussions have taken place with respect to the best and unbiased options for the future of the Slave Chapel.

We believe that the best option for the Slave Chapel is for us to gift it to the City of London and work with the FSCPP to have it relocated to the Fanshawe Pioneer Village. The Pioneer Village would be a better location to promote the rich history of the Slave Chapel and the involvement of London, in the Underground Railroad. A museum in “SOHO” would not provide the same exposure as is it was located at the Pioneer Village.

The addition of the Fugitive Slave Chapel would add diversity to the Pioneer Village and the celebration of it’s 60th anniversary is timely. The Slave Chapel and Underground Railroad are an important and often overlooked part of our pioneer heritage. Educational school excursions have

already been established at the Pioneer Village and the addition of our “black history” could enhance the educational experience.

A motivated committee, dedicated to restoring and promoting the Slave Chapel has already been established. The FSCPP has recently started to revive their committee to promote the Slave Chapel, so the onus would not be on the City or the Pioneer Village to form a working committee dedicated to this project.

I am requesting a meeting, with all concerned parties to move this proposal along as quickly as possible for the benefit of all. I am available to meet in London at a time and date established to discuss the details of our offer of this “birthday gift” to the Fanshawe Pioneer Village. I will look forward to our meeting.

Sincerely,



Rt. Rev. Dr. Chester Searles  
General Superintendent  
The British Methodist Episcopal Church of Canada  
1828 Eglinton Ave, W.  
Toronto, Ontario  
N6E 2H6

416-534-3831  
searlesc@sympatico.ca

cc. Rev. Dan Morand, Senior Pastor, Beth Emanuel Church  
Gennet Hodder, Chair, FSCPP  
Dawn Miskelly, Executive Director, Fanshawe Pioneer Village  
Rev. Maurice Hicks, Assistant General Superintendent  
Mrs. Vashti Mascoll, Director

# Civic Works Committee

## Report

5th Meeting of the Civic Works Committee  
March 29, 2022

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

ALSO PRESENT: A. Job, A. Pascual, and J. Taylor

Remote Attendance: Councillors M. Hamou, S. Hillier, and S. Lewis; A.L. Barbon, S. Chambers, R. Craven, G. Dales, J. Dann, L. Livingstone, D. MacRae, S. Mollon, K. Murray, K. Oudekerk, A. Rammeloo, K. Scherr, S. Tatavarti, S. Thompson, B. Westlake-Power, and J. Yanchula

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

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

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

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

**Motion Passed (6 to 0)**

#### 2.1 2nd Report of the Transportation Advisory Committee

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That the 2nd Report of the Transportation Advisory Committee, from its meeting held on February 22, 2022, BE RECEIVED.

**Motion Passed**

#### 2.2 2021 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated March 29, 2022, with respect to the Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System BE RECEIVED for information. (2022-E13)

**Motion Passed**

2.3 Wastewater Treatment Operations Energy Savings Report

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated March 29, 2022, with respect to the achievements of the Wastewater Treatment Operations Division in reducing energy consumption BE RECEIVED for information. (2022-E03)

**Motion Passed**

2.4 Disaster Mitigation and Adaption Fund - Contribution Agreement

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated March 29, 2022, BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to approve the Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF) between Her Majesty the Queen in right of Canada as represented by the Minister of Infrastructure and Communities and The Corporation of the City of London ("Agreement") and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2022-P03)

**Motion Passed**

2.5 Appointment of Consulting Engineer - Detailed Design - Southdale Road West and Colonel Talbot Road Roundabout

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the appointment of a consulting engineer for the Southdale Road West and Colonel Talbot Road Roundabout project:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the detailed design and tendering services of the project as per the AECOM Canada Ltd. work plan, in the total amount of \$488,375.00, excluding HST, in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T05)

**Motion Passed**

2.6 Appointment of Consulting Engineers for Contract Administration Services: 2022 Infrastructure Renewal Program

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the appointment of consulting engineers for the 2022 Infrastructure Renewal Program:

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

i) Dillon Consulting Limited (Dillon) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of 2022 Infrastructure Renewal Project Regent Street and William Street, in the total amount of \$498,142.70, including contingency, excluding HST;

ii) GM Blueplan Engineering Limited (GM Blueplan) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Pottersburg Phase 1 Contract 6: Dundas Street, Spruce Street, and Burdick Place reconstruction, in the total amount of \$384,120.00, including contingency, excluding HST;

iii) Archibald, Gray & McKay Engineering Ltd. (AGM) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Contract 5: Glen Cairn Phase 1 reconstruction, in the total amount of \$360,800.00, including contingency, excluding HST;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-A05)

**Motion Passed**

**3. Scheduled Items**

3.1 Amendments to Consolidated Fees and Charges By-law - Dundas Street Vendor Pilot Program

Moved by: J. Fyfe-Millar

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, on the advice of the Director, Economic Services and Supports, the proposed by-law as appended to the staff report dated March 29, 2022, BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to amend By-law No. A-57 being, "A by-law to provide for Various Fees and Charges" and to repeal By-law A-56, as amended, being "A by-law to provide for Various Fees and Charges" by adding fees related to the Dundas Place Street Vendor Pilot Program;

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

it being noted that the communication from B. Robinson, with respect to this matter, was received. (2022-C01)

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: M. van Holst

Seconded by: E. Holder

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: P. Van Meerbergen

Seconded by: E. Holder

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

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

Moved by: M. van Holst

Seconded by: E. Holder

That Items 4.1, 4.2, and 4.3 BE APPROVED.

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

**Motion Passed (6 to 0)**

##### **4.1 2022 Renew London Infrastructure Construction Program and 2021 Review**

Moved by: M. van Holst

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated March 29, 2022, with respect to the 2022 Renew London Infrastructure Construction Program BE RECEIVED for information. (2022-T04)

**Motion Passed**

4.2 Contract Price Increase: 2021 Transportation Infrastructure Renewal Report

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the three projects: 2020 Arterial Road Rehabilitation Project Contract 2, 2021 Fanshawe Park Road Boulevard Cycling Lanes Rehabilitation, and the 2021 Dundas Thames Valley Parkway (TVP) Active Transportation Connection:

- a) the 2020 Arterial Road Rehabilitation Project Contract 2 (Tender T20-100) contract value with Coco Paving Inc. (Coco) BE INCREASED by \$470,000.00 to \$3,038,000.00, excluding HST, in accordance with Section 20.3(e) of the City of London's Procurement of Goods and Services Policy;
- b) the Fanshawe Park Road Boulevard Cycling lanes Rehabilitation Contract (Tender RFT21-83) contract value with Dufferin Construction Company, A division of CRH Canada Group Inc., BE INCREASED by \$250,000.00 to \$1,735,102.20, excluding HST, in accordance with Section 20.3(e) of the City of London's Procurement of Goods and Services Policy;
- c) the contract with IBI Group Professional Services (Canada) Inc. for construction inspection and contract administration for the Dundas Street Thames Valley Parkway Active Transportation Connection Project BE INCREASED by \$91,800.00 to \$414,990.00, excluding HST, in accordance with Section 20.3(e) of the City of London's Procurement of Goods and Services Policy;
- d) the financing for these projects BE APPROVED as set out in the Sources of Financing Reports as appended to the above-noted staff report;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T10)

**Motion Passed**

4.3 Contract Price Increase: 2021 Water/Wastewater Infrastructure Renewal Report

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the English Street and Lorne Avenue Reconstruction project:

- a) the Lorne Avenue Reconstruction (Tender T21-16) contract value with 2376378 Ontario Corp (CH Excavating (2013)) BE INCREASED by \$675,000.00 to \$4,448,382.95, excluding HST, in accordance with Section 20.3(e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E03/L04)

**Motion Passed**

4.4 Metamora Stormwater Outfall Replacement - Contract Award Increase (RFT21-91)

Moved by: E. Holder

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the award of contract for the Metamora Stormwater Outfall Replacement and Slope Rehabilitation:

- a) the contract award increase for BlueCon Construction for additional construction costs of \$200,486.00, including 20% contingency, excluding HST, for the Metamora Stormwater Outfall Replacement and Slope Rehabilitation works, BE APPROVED, resulting in a total contract value of \$1,200,386.00;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E03/L04)

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

**Motion Passed (6 to 0)**

4.5 Contract Award: Tender RFT 21-97 Adelaide Street North CPR Underpass Project - Irregular Result

Moved by: J. Helmer

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the Adelaide Street North CPR Underpass Project:

- a) the bid submitted by McLean Taylor Construction Limited at its tendered price of \$60,191,223.44, excluding HST, BE ACCEPTED in accordance with Section 8.10(a) and 13.2(b) of the City of London's Procurement of Goods and Services Policy; it being noted that this is an irregular result because the cost exceeds the project budget; it being further noted that the bid submitted by McLean Taylor Construction Limited was the lowest of three bids received and meets the City's specifications and requirements;

- b) WSP Canada Inc. Consulting Engineers BE AUTHORIZED to complete the contract administration and construction supervision required for this project as well as additional engineering activities, all in accordance with the estimate on file, at an upset amount of \$5,280,625.90, including contingencies, excluding HST, and in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work;
- f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 21-97); and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including railway purchase orders, if required, to give effect to these recommendations. (2022-T05)

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

**Motion Passed (6 to 0)**

4.6 Contract Award: Tender RFT-2022-001 Southdale Road West Improvements Phase 1

Moved by: J. Fyfe-Millar

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 29, 2022, related to the Southdale Road West Improvements Phase 1 Project between Bostwick Road and Pine Valley Boulevard (Tender RFT-2022-001):

- a) the bid submitted by L82 Construction Ltd., at its tendered price of \$10,177,967.69, excluding HST, BE ACCEPTED; it being noted that the bid submitted by L82 Construction Ltd. was the lowest of three bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd. BE AUTHORIZED to complete the contract administration and construction inspection for this project in accordance with the estimate, on file, at an upset amount of \$447,398.00, excluding HST, in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work;
- f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT-2022-001); and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T05)

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

**Motion Passed (6 to 0)**

#### 4.7 Report on Downtown Road Closures

Moved by: E. Holder

Seconded by: E. Pelozza

That the communication from Councillor M. van Holst, with respect to a report on Downtown road closures BE RECEIVED and NO ACTION BE TAKEN. (2022-C09)

Yeas: (5): E. Pelozza, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Nays: (1): M. van Holst

**Motion Passed (5 to 1)**

### 5. Deferred Matters/Additional Business

#### 5.1 Deferred Matters List

Moved by: J. Helmer

Seconded by: E. Holder

That the Civic Works Committee Deferred Matters List as at March 21, 2022, BE RECEIVED.

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

**Motion Passed (6 to 0)**

#### 5.2 (ADDED) Kenmore Place Sidewalk Petition

Moved by: J. Helmer

Seconded by: P. Van Meerbergen

That the petition from T. Jamieson, with respect to the Kenmore Place sidewalk construction, BE RECEIVED;

it being noted that Civic Administration will engage in further consultation with the residents to determine the placement of the sidewalk on Kenmore Place on the east or west side of the street.

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

**Motion Passed (6 to 0)**

**6. Adjournment**

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED.

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

**Motion Passed (6 to 0)**

The meeting adjourned at 1:13 PM.

# Strategic Priorities and Policy Committee

## Report

7th Meeting of the Strategic Priorities and Policy Committee  
April 5, 2022

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

**ALSO PRESENT:** A. Job, K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, J. Bunn, B. Card, S. Corman, J. Davison, K. Dickins, P. Donnelly, M. Fabro, S. Mathers, A. Pascual, K. Scherr, M. Schulthess, J. Skimming, C. Smith, J. Stanford

The meeting is called to order at 4:01 PM, it being noted that Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Van Meerbergen, A. Hopkins, S. Turner, E. Peloza and S. Hillier were in remote attendance.

### 1. Disclosures of Pecuniary Interest

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

a) Councillor J. Morgan discloses a pecuniary interest having to do with Item 4.3, related to City appointments to Western University's Board of Governors, by indicating that Western University is his employer. Councillor J. Morgan further discloses a pecuniary interest having to do with Item 3.1 part d), having to do with the City's Climate Emergency Action Plan's Memorandum of Understanding with the University of Western Ontario, by indicating that the University is his employer;

b) Councillor J. Helmer discloses a pecuniary interest having to do with Item 4.3, related to City appointments to Western University's Board of Governors, by indicating that he is employed by Western University. Councillor J. Helmer further discloses a pecuniary interest having to do with Item 3.1 part d), having to do with the City's Climate Emergency Action Plan's Memorandum of Understanding with the University of Western Ontario, by indicating that he is employed by the University.

### 2. Consent

None.

### 3. Scheduled Items

3.1 Public Participation Meeting - Not to be heard before 4:05 PM - Climate Emergency Action Plan

Moved by: S. Lehman

Seconded by: M. Hamou

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

a) the staff report dated April 5, 2022, containing details of the engagement and feedback received on the draft Climate Emergency Action Plan received between February 8 and March 25, 2022, BE RECEIVED for information;

b) the Climate Emergency Action Plan, as appended to the staff report dated April 5, 2022 as Appendix “A”, BE APPROVED; it being noted that two substantive additions have been made to the draft plan:

- i) 9.4 What are the Preliminary Benefits and Costs at the Household Level, and
- ii) 11.6 Process to Receive and Review Ongoing Feedback;

c) the Climate Emergency Action Plan Foundational Actions, as appended to the staff report dated April 5, 2022 as Appendix “B”, BE APPROVED; and

d) the proposed by-law, as appended to the staff report dated April 5, 2022 as Appendix “C” BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to:

- i) authorize and approve a Memorandum of Understanding with the University of Western Ontario to advance joint climate change mitigation and adaptation research, technologies, analyses and knowledge, and
- ii) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding authorized and approved in part d) i), above;

it being noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter;

- a communication dated February 26, 2022 from M. Bancroft OC, Climate Action Plan;
- a communication dated March 27, 2022 from C. Butler;
- a communication from Climate Action London;
- a communication dated March 9, 2022 from S. Franke, Executive Director, London Environmental Network;
- a communication from J. Kogelheide;
- a communication dated March 27, 2022 from C. Kuijpers;
- a communication dated March 27, 2022 from M. Luce;
- a communication from D. Mailer;
- a communication dated March 28, 2022 from M. Miksa, Executive Director, London Cycle Link;
- a communication from B. Morrison;
- a communication dated March 24, 2022 from C. Murray;
- a communication dated March 27, 2022 from S. Pereira;
- a communication from G. Sass;
- a communication dated March 28, 2022 from AM Valastro;
- a communication dated March 16, 2022 from L. Wall;
- a communication dated March 28, 2022 from R. K. Jain;
- a communication dated March 30, 2022 from H. Elias;
- a communication dated March 30, 2022 from A. Johnson;
- a communication dated March 22, 2022 from the Trees and Forests Advisory Committee;
- a communication dated April 1, 2022 from M. Jutte;
- a communication dated March 31, 2022 from S. Harrott, Executive Committee Chairperson, Friends of Urban Agriculture London, Ontario;

it being further noted that the Strategic Priorities and Policy Committee heard verbal delegations from the following individuals with respect to this matter;

- staff presentation from J. Stanford, Director, Climate Change, Environment & Waste Management;
- C. Kuijpers
- D. Mailer
- S. Franke, London Environmental Network
- M. Miksa, London Cycle Link

- G. Sass
- B. Morrison
- M. Larsen
- D. Millar, London Electric Vehicle Association
- K. Easton
- J. B. Morton
- R. McNeil
- M. Hodge
- L. Wall
- M. Wallace, London Development Institute
- M. Bancroft
- A. Cantel

**Motion Passed**

Voting Record:

Moved by: A. Hopkins

Seconded by: J. Fyfe-Millar

Motion to open the public participation meeting.

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

**Motion Passed (15 to 0)**

Moved by: E. Pelozza

Seconded by: S. Hillier

Motion to close the Public Participation Meeting.

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

**Motion Passed (15 to 0)**

Moved by: S. Lehman

Seconded by: M. Hamou

Motion to approve parts a), b) and c):

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

- a) the staff report dated April 5, 2022, containing details of the engagement and feedback received on the draft Climate Emergency Action Plan received between February 8 and March 25, 2022, BE RECEIVED for information;

b) the Climate Emergency Action Plan, attached as Appendix “A”, BE APPROVED; it being noted that two substantive additions have been made to the draft plan:

- i) 9.4 What are the Preliminary Benefits and Costs at the Household Level, and
- ii) 11.6 Process to Receive and Review Ongoing Feedback;

c) the Climate Emergency Action Plan Foundational Actions, attached as Appendix “B”, BE APPROVED; and

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

**Motion Passed (15 to 0)**

Moved by: S. Lehman  
Seconded by: M. Hamou

Motion to approve part d)

d) the attached proposed by-law (Appendix “C”) BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to:

- i) authorize and approve a Memorandum of Understanding with the University of Western Ontario to advance joint climate change mitigation and adaptation research, technologies, analyses and knowledge, and
- ii) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding authorized and approved in part d) i), above.

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

Recuse: (2): J. Helmer, and J. Morgan

**Motion Passed (13 to 0)**

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

##### **4.1 2021 Council Compensation Review Task Force Final Report**

Moved by: J. Fyfe-Millar  
Seconded by: S. Lewis

That the following actions be taken with respect to Council compensation:

- a) consistent with current practice, and effective with the commencement of the next term of Council, the annual compensation for serving as a Ward Councillor BE SET at the 2020 median full-time employment income for Londoners as determined from the 2021 Census data, it being noted that while 2021 data will not be available until July 2022, it will be available well prior to the effective date of adjustment;
- b) the current formula for adjusting Council compensation on annual basis BE AMENDED to be based on the average annual variation in median full-time employment income determined from published Census data over the most recent census period (2021 Census data) as opposed to the Labour Index or CPI;
- c) the annual adjustment in Councillor compensation BE AUTOMATIC and administered by the Civic Administration;

d) a review of Council Compensation BE UNDERTAKEN by an independent body, once per Council term, subject to the following:

(i) the review should be completed no later than six months in advance of the date that nominations are accepted for the next municipal election;

(ii) any adjustments should be effective on the first day of the next Council term;

(iii) the Task Force should, as much as possible, reflect the diversity of the community and ideally the participants should have knowledge in the areas of municipal government, research, statistics, public engagement and compensation;

(iv) the Task Force should be limited to no more than five individuals;

(v) the review should include a review of the major supports required for Council Members to efficiently and effectively carry out their role to the best of their ability as the availability of these supports helps to inform compensation;

(vi) the review should consider if median full-time income remains an appropriate benchmark for Council Member compensation;

(vii) the review should consider if the current formula for interim adjustments remains appropriate; and

(viii) public engagement should continue to be a component of the review process and that engagement should be undertaken in a manner which recognizes community preferences and needs.

e) the following activities related to public engagement and notice BE TAKEN:

(i) opportunities BE EXPLORED to determine what online public spaces (webpages, social media, etc.) might be available in order to ensure that the system of remuneration for Council, including annual adjustment, is transparent, open, and easily accessible and understandable to the public; and

(ii) annual adjustments to Council compensation BE REPORTED to Committee and Council and recorded in the minutes of Committee and Council; and

f) that NO ACTION BE TAKEN with respect to the consideration of a system of performance-based compensation for Council Members;

it being noted that the Strategic Priorities and Policy Committee received a verbal overview of the Final Report of the 2021 Council Compensation Task Force from D. Ross, Task Force Chair.

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

**Motion Passed (15 to 0)**

#### 4.2 Confirmation of Appointment to the Argyle Business Improvement Association

Moved by: S. Lewis

Seconded by: E. Pelozza

That Deborah Haroun, Supervisor at Children's Place, BE APPOINTED to the Argyle Business Improvement Association Board of Management for the term ending November 14, 2022.

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

**Motion Passed (15 to 0)**

#### 4.3 City Appointees to Western University's Board of Governors

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

That the following actions be taken with respect to Western University's Board of Governors:

- a) the term of Harold Usher BE ADJUSTED to end as of June 30, 2022, and that he be thanked for his services on the board recognizing he completed his full term;
- b) all future appointments by the City of London to the University of Western Ontario BE MADE effective as of July 1, rather than December 1; and,
- c) the City Clerk BE DIRECTED to advertise for two positions, whose terms shall begin July 1, 2022;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 25, 2022 from R. Konrad, Chair, Board of Governors, Western University with respect to this matter.

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

Recuse: (2): J. Helmer, and J. Morgan

**Motion Passed (13 to 0)**

### 5. Deferred Matters/Additional Business

#### 5.1 (ADDED) 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

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

That the following actions be taken with respect to the 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on March 17, 2022:

- a) the following actions be taken with respect to a ban on hate symbols:
  - i) the Municipal Council BE ADVISED that the Diversity, Inclusion and Anti-Oppression Advisory Committee supports the attached Federation of Canadian Municipalities' resolution entitled, "Strengthening Canada's Hate Speech Laws", a call to strengthen federal laws to address hate speech including symbols of hate; and,
  - ii) the verbal presentation from Deputy Mayor J. Morgan, with respect to this matter, BE RECEIVED;
- b) clauses 1.1, 2.1, 2.2, 3.1, 4.1, 4.2, 4.3, 4.4 and 5.1 BE RECEIVED for information.

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

**Motion Passed (15 to 0)**

**6. Adjournment**

Moved by: P. Van Meerbergen

Seconded by: S. Hillier

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 6:59 PM.

# Planning and Environment Committee

## Report

7th Meeting of the Planning and Environment Committee  
March 28, 2022

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

ALSO PRESENT: PRESENT: Councillor J. Fyfe-Millar; H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillors M. Cassidy and M. Hamou; L. Livingstone, I. Abushehada, J. Adema, O. Alchits, A. Anderson, G. Barrett, J. Bunn, M. Campbell, M. Corby, A. Curtis, K. Edwards, K. Gonyou, J. Kelemen, P. Kokkoros, T. Macbeth, J. MacKay, S. Mathers, H. McNeely, L. Mottram, N. Musicco, B. Page, N. Pasato, A. Pascual, M. Pease, M. Schulthess, B. Westlake-Power and M. Wu

The meeting was called to order at 4:00 PM, with Councillor S. Lehman in the Chair, Councillor S. Lewis present and all other members participating by remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

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

That, pursuant to section 27.6 of the Council Procedure By-law, a change in order of the Planning and Environment Committee Agenda BE APPROVED, to provide for Item 4.2 in Stage 4, Items for Direction, to be considered after Stage 2, Consent Items.

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

Absent: (1): S. Turner

**Motion Passed (5 to 0)**

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

That Items 2.1 to 2.5, inclusive, BE APPROVED.

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

**Motion Passed (6 to 0)**

2.1 2nd Report of the Advisory Committee on the Environment

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

That the 2nd Report of the Advisory Committee on the Environment, from its meeting held on March 2, 2022, BE RECEIVED for information.

**Motion Passed**

2.2 585 Sovereign Road (H-9461)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Southwest Sun Property Corporation, relating to the property located at 585 Sovereign Road, the proposed by-law appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Light Industrial LI2 and LI7 (h\*h-148\*LI2/LI7) Zone TO a Light Industrial LI2 and LI7 (LI2/LI7) Zone to remove the "h" and "h-148" holding provisions. (2022-D09)

**Motion Passed**

2.3 3024, 3001, 2970 and 2954 Turner Crescent (P-9464)

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

That, on the recommendation of the Director, Development Services, based on the application by Greengate Village Limited, the proposed by-law appended to the staff report dated March 28, 2022 BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to exempt Block 50, 51, 52 and 53, Plan 33M-790 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c.P. 13*, for a period not exceeding three (3) years. (2022-D25)

**Motion Passed**

2.4 3161 and 3138 Turner Crescent (P-9463)

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

That, on the recommendation of the Director, Development Services, based on the application by Greengate Village Limited, the proposed by-law appended to the staff report dated March 28, 2022 BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to exempt Block 48 and 49, Plan 33M-790 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c.P. 13*, for a period not exceeding three (3) years. (2022-D25)

**Motion Passed**

2.5 1960 Evans Boulevard (Summerside Subdivision) (H-9439)

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

That, on the recommendation of the Director, Planning and Development, based on the application by The Ironstone Building Company, relating to lands located at 1960 Evans Boulevard, the proposed by-law appended to the staff report dated March 28, 2022, as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R6 Special Provision (h-1•R6-5(75)) Zone and a Holding Residential R6 (h-70•R6-5) Zone TO a Residential R6 Special Provision (R6-5(75)) Zone and a Residential R6 (R6-5) Zone to remove the h-1 and h-70 holding provisions. (2022-D09)

**Motion Passed**

**3. Scheduled Items**

3.1 1200 Commissioners Road East (Z-9468)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Pond Mills Square Realty Inc., relating to the property located at 1200 Commissioners Road East, the proposed by-law appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, 2016 and the 1989 Official Plan), to change the zoning of the subject property FROM a Community Shopping Area Special Provision (CSA5(2)) Zone TO a Community Shopping Area Special Provision (CSA5(\_)) Zone;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- S. Diaz, 17|21 Architects; and,
- E. Bryan;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Shopping Area Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Community Commercial Node designation; and,
- the recommended amendment would facilitate reuse of the existing building with a use that is appropriate for the context of the site. (2022-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

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

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.2 3700 Colonel Talbot Road - Demolition Request for Heritage Listed Property

Moved by: S. Lewis  
Seconded by: S. Turner

That, on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, the following actions be taken with respect to the request for the demolition of the buildings on the heritage listed property at 3700 Colonel Talbot Road:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the buildings on this property;
- b) the property at 3700 Colonel Talbot Road BE REMOVED from the Register of Cultural Heritage Resources; and,
- c) the property owner BE REQUESTED to commemorate the historic contributions of the Burch family in the future development of this property;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2022-R01)

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

**Motion Passed (6 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: S. Hillier  
Seconded by: S. Turner

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.3 910 Gainsborough Road (Z-9442)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Crown Homes London, relating to the property located at 910 Gainsborough Road:

a) the proposed by-law appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-11) Zone TO a Residential R6 Special Provision (R6-5(\_)) Zone;

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

1) Engineering

i) ensure stormwater runoff and drainage is contained on site

2) Urban Design/Landscaping

i) consider appropriate measures to further mitigate privacy impacts on abutting townhouse units to the east, including the provision of transom windows and additional plantings;

ii) enhanced design of Unit 1 to establish a pedestrian-friendly streetscape

iii) include a walkway that extends across the front of the units and connects to the public sidewalk on Gainsborough Road;

iv) locate any surface parking area away from Gainsborough Road and provide additional screening and landscaping;

v) include all requirements of the Site Plan Control By-Law in the site design, in particular as it relates to parking (landscape islands, parking setbacks) and garbage pick-up (location);

vi) take into consideration any existing significant mature trees on the site and along property boundaries;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Sloan, Stantec Consulting;
- P. Golab;
- T. McDonald, MCC #800 - 1571 Coronation Drive; and,
- T. Morton, 33 - 1571 Coronation Drive;

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

- the requested amendment is consistent with the policies of the Provincial Policy Statement, 2020 that encourage efficient development and land use patterns;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Neighbourhood Place Type policies;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation;
- the requested amendment conforms to the Residential Intensification policies of The London Plan and the 1989 Official Plan which direct intensification to ensure that character and compatibility with the surrounding neighbourhood is maintained;
- the subject lands represent an appropriate location for Residential Intensification, within the Built-Area Boundary, along a higher-order street at the periphery of an existing neighbourhood;
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a vacant, underutilized site within the Built-Area Boundary with an appropriate form of infill development. (2022-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

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

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.4 2520-2544 Advanced Avenue, 2475-2555 Bonder Road and Other Properties - Innovation Park Phase IV (Z-9454)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by The Corporation of the City of London, relating to the property located at 2520-2544 Advanced Avenue, 2475-255 Bonder Road and 2560-2580 Boyd

Court:

a) the proposed by-law appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), by ADDING new definitions to Section 2 (Definitions) and by AMENDING the Light Industrial Special Provision (LI2(23)) Zone; and,

b) the proposed by-law appended to the staff report dated March 28, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to amend the Airport Road South Business Park Urban Design Guidelines by AMENDING Section 5.1.1 (Guidelines for Building Design), Subsection 3. to permit increased height limits; it being noted that no individuals spoke at the public participation meeting associated with this matter;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020. It will contribute to the effective and efficient uses of land, and will promote economic development and competitiveness and community investment-readiness by allowing for an expanded range of permitted uses and increased heights for a more vertical form of development that will provide greater flexibility to support business attraction and retention within Innovation Park Phase IV and reduce potential obstacles for industrial development and the need for additional planning approvals;
- the recommended amendment conforms to the in-force policies of The London Plan, that contemplate a broad range of industrial uses that are unlikely to impose impacts as permitted uses on lands in the Light Industrial Place Type and in Innovation Parks. Permitted uses in Innovation Parks are to incorporate knowledge-based functions with industrial production. Industrial uses are encouraged to utilize land efficiently and limit the extent of their nuisance emissions; and the intensity of development is to be appropriate for individual sites;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, that contemplate a broad range of industrial uses that are unlikely to impose impacts as permitted uses on lands in the Light Industrial designation. Industrial uses are encouraged to utilize land efficiently and limit the extent of their nuisance emissions; and the intensity of development is to be appropriate for individual sites; and,
- the expanded range of permitted uses proposed include industries that involve advance or emerging activities or products in Science, Technology, Engineering or Mathematics. The expanded range of permitted uses continue to direct more traditional industrial uses to other areas intended to accommodate a wider range of industrial uses. With respect to the specific policy area, the expanded range of permitted uses and increased height is compatible with the vision of a high-quality, well-designed prestige innovation park subject to enhanced yard depths and adherence to urban design guidelines. Together with the recommended amendment to the Airport Road South Business Park Urban Design Guidelines, the increased height proposed conforms to intensity of development contemplated The London Plan and the 1989 Official Plan. (2022-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: S. Hillier  
Seconded by: S. Turner

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.5 4th Report of the Environmental and Ecological Planning Advisory Committee

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

That, the following actions be taken with respect to the 4th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on March 17, 2022:

- a) the Working Group report relating to the property located at 1160 Wharnccliffe Road South BE REFERRED to the Civic Administration for consideration;
- b) the Working Group report relating to the Huron Watermain Environmental Impact Study BE REFERRED to the Civic Administration for consideration;
- c) the following actions be taken with respect to the Notice of Planning Application for a revised draft Plan of Vacant Land Condominium, Official Plan and Zoning By-law Amendments dated March 2, 2022, relating to the property located at 7098-7118 Kilbourne Road:
  - i) a Working Group BE ESTABLISHED consisting of S. Levin (lead), L. Banks and I. Whiteside; and,
  - ii) the Environmental and Ecological Planning Advisory Committee Working Group comments BE FORWARDED to the Civic Administration for consideration;
- d) the Civic Administration BE DIRECTED to provide advisory committee members with information and clarity about process for the transition of the existing EEPAC and the incoming ECAC ;
- e) clauses 1.1, 2.1, 2.2, 3.3, 4.2 and 4.3 BE RECEIVED for information.

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

3.6 517, 521 and 525 Fanshawe Park Road East (O-9426/Z-9427)

Moved by: S. Turner

That it BE NOTED that the Planning and Environment Committee was unable to reach a majority decision with respect to the application by Royal Premier Homes, relating to the property located at 517, 521 and 525 Fanshawe Park Road East and pursuant to Section 19.3 of the Council Procedure By-law, the matter is hereby submitted to the Municipal Council for its disposition;

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

- the staff presentation;
  - a communication dated March 17, 2022 from A. Ackland, by e-mail;
  - a communication dated March 18, 2022 from G. Ackland, by e-mail;
  - a communication from D. Thompson and R. Kilgour, by e-mail;
  - a communication dated March 21, 2022 from P. Thomas, by e-mail;
  - a communication dated March 21, 2022 from B. and J. Arndt, by e-mail;
  - a communication dated March 21, 2022 from J. and J. Orchard, by e-mail;
  - a communication dated March 19, 2022 from S. Taylor, by e-mail;
  - a communication dated March 21, 2022 from S. Chalmers, by e-mail;
  - a communication from J. and T. Roszel, by e-mail;
  - a communication dated March 15, 2022 from T. Morton, by e-mail;
- and,
- a communication dated March 22, 2022 from A. Ackland, by e-mail;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- K. Crowley, Planner, Zelinka Priamo Ltd.;
- M. Peeters, Ron Koudys Landscape Architect;
- T. Morton;
- G. Prentice, 521 Fanshawe Park Road East;
- J. Roszel, 1496 Geary Avenue;
- J. Orchard;
- K. Malone, 1515 Geary Avenue;
- E. Dickson;
- J. Arndt, 1495 Geary Avenue;
- S. Versloot;
- M. Tangredi;
- M. Koncan;
- E. Franke, 47 Hammond Crescent;
- D. Ronson, 1531 Stoneybrook Crescent;
- J. McKee;
- S. Wu, 1536 Geary Avenue;
- G. Ackland, 1532 Geary Avenue;
- A. Surantakos;
- S. Goodbrand;
- V. Brooks, 518 Fanshawe Park Road East; and,
- A. Ackland, 1532 Geary Avenue. (2022-D09)

Additional Votes:

Moved by: A. Hopkins

Seconded by: E. Holder

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

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

Motion to close the public participation meeting.

Yeas: (4): A. Hopkins , S. Lehman, S. Turner and S. Hillier

**Motion Passed (6 to 0)**

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

##### **4.1 3rd Report of the London Advisory Committee on Heritage**

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

That, the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage from its meeting held on March 9, 2022:

- a) the Civic Administration BE ADVISED that the London Advisory Committee on Heritage (LACH) is not satisfied with the conclusions of the Revised Heritage Impact Assessment (HIA), dated November 4, 2021, from MHBC Planning, related to the properties located at 175, 179, 183 and 197 Ann Street and 84 and 86 St. George Street and the LACH reiterates its previous comments, from the October 14, 2020 LACH report, related to retaining and designating the properties located at 197 and 183 Ann Street; it being noted that the LACH prefers part 4 of section 9.1.2 of the above-noted HIA, entitled “Reduce density and retain former Kent Brewery and adjacent 183 Ann Street”;
- b) the Civic Administration BE ADVISED that the London Advisory Committee on Heritage (LACH) is satisfied with the research and conclusions of the Legacy Village Heritage Impact Assessment (HIA), dated January 31, 2022, from Stantec Consulting Ltd., with respect to the property located at 850 Highbury Avenue North and supports the format of a more detailed HIA that conserves the Cultural Heritage Resources and Cultural Heritage Landscapes (buildings and surroundings on the property);
- c) on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, the following actions be taken with respect to the request for the demolition of the buildings on the heritage listed property located at 3700 Colonel Talbot Road:
  - i) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the buildings on this property;
  - ii) the property located at 3700 Colonel Talbot Road BE REMOVED from the Register of Cultural Heritage Resources; and,
  - iii) the property owner BE REQUESTED to commemorate the historic contributions of the Burch family in the future development of this property; and,

d) clauses 1.1, 3.1, 3.4, 4.1 and 5.2, BE RECEIVED for information.

Yeas: (4): A. Hopkins , S. Lehman, S. Turner, and S. Hillier

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

**Motion Passed (4 to 0)**

4.2 Proposed Outdoor Patio Capacity Limit Extension - Councillors Fyfe-Millar and Lewis

Moved by: S. Lewis

Seconded by: S. Turner

That Civic Administration BE DIRECTED to investigate options to amend the current capacity restrictions for outdoor patios associated with a restaurant or tavern to allow greater flexibility for restaurateurs in meeting their AGCO capacity limits and report back with options for Council's consideration;

it being pointed out that the Planning and Environment Committee received a communication dated March 25, 2022 from A.M. Valastro, by e-mail, with respect to this matter.

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

**Motion Passed (6 to 0)**

**5. Deferred Matters/Additional Business**

None.

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

Moved by: S. Turner

Seconded by: A. Hopkins

That the Planning and Environment Committee convene, In Closed Session, for the purpose of considering the following:

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

Yeas: (4): A. Hopkins , S. Lehman, S. Turner, and S. Hillier

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

**Motion Passed (4 to 0)**

The Planning and Environment Committee convenes, in Closed Session, from 8:49 PM to 9:42 PM.

**7. Adjournment**

The meeting adjourned at 9:44 PM.

# Community and Protective Services Committee

## Report

5th Meeting of the Community and Protective Services Committee  
March 29, 2022

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

**ALSO PRESENT:** J. Bunn, A. Job and J. Taylor

Remote Attendance: Councillors J. Fyfe-Millar, A. Hopkins, S. Lehman, S. Lewis, M. van Holst and P. Van Meerbergen; L. Livingstone; P. Cooper, C. Crossman, K. Dickins, A. Dunbar, C. Finn, Deputy Chief Hepditch, O. Katolyk, E. Ling, H. Lysynski, D. MacRae, S. Mathers, J.P. McGonigle, R. Morris, N. Musicco, A. Pascual, K. Pawelec, C. Smith, G. Smith, S. Stafford, J. Tansley, T. Wellhauser, B. Westlake-Power

The meeting was called to order at 4:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors J. Helmer, S. Hillier and M. Salih

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Hillier disclosed a pecuniary interest in clause 4.2 of this Report, having to do with the 2022 Rock the Park One-Time Policy Exemption Request, by indicating that his family puts on a five day event.

That it BE NOTED that Councillor J. Helmer disclosed a pecuniary interest in clause 3.1 of this Report, having to do with Short Term Accommodations, by indicating that he has used Airbnb to rent out his home in the past.

### 2. Consent

Moved by: S. Hillier

Seconded by: M. Hamou

That Items 2.1 to 2.7 BE APPROVED.

Yeas: (4): M. Cassidy, J. Helmer, M. Hamou, and S. Hillier

Absent: (2): M. Salih, and E. Holder

**Motion Passed (4 to 0)**

#### 2.1 2nd Report of the Accessibility Advisory Committee

Moved by: S. Hillier

Seconded by: M. Hamou

That the following actions be taken with respect to the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 24, 2022:

a) the Civic Administration BE ADVISED that the Accessibility Advisory Committee endorses the Accessible Election Plan 2022, as appended to the Agenda; and,

b) clauses 1.1 and 3.1 BE RECEIVED.

**Motion Passed**

2.2 2nd Report of the London Housing Advisory Committee

Moved by: S. Hillier

Seconded by: M. Hamou

That the 2nd Report of the London Housing Advisory Committee, from its meeting held on March 9, 2022, BE RECEIVED.

**Motion Passed**

2.3 RFP-2022-007 Contract Award Recommendation for Service Delivery Improvements Project on Behalf of the London and Middlesex Local Immigration Partnership

Moved by: S. Hillier

Seconded by: M. Hamou

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report, dated March 29, 2022, related to the Request for Proposal (RFP) 2022-007 – Developing a Model for Community Planning of Settlement Services for the London and Middlesex Local Immigration Partnership, as per the City of London Procurement Policy Section 12.2 (b), requiring Committee and City Council approval for RFP awards greater than \$100,000:

- a) the Request for Proposal 2022-007, in the amount of \$429,419, (excluding HST), BE AWARDED to Mellor Murray Consulting; it being noted that the proposal submitted by the proponent meets the City's requirements and complies with the Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this award;
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the Consultant for the work; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or any other documents, to give effect to these recommendations. (2022-T10)

**Motion Passed**

2.4 Oakridge Resident Engagement Results

Moved by: S. Hillier

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated March 29, 2022, related to the Oakridge Resident Engagement Results:

- a) the short-term project, upgrades to tennis courts in Oakridge Optimist Park, identified through resident engagement near the Oakridge Assessment Centre BE ENDORSED;
- b) the budget for the above-noted short-term project, upgrades to tennis courts in Oakridge Optimist Park, BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report; and,

c) the Civic Administration BE DIRECTED to proceed with implementation of the upgrades to tennis courts in Oakridge Optimist Park; it being noted that this work will be undertaken in accordance with the Procurement of Goods and Services Policy. (2022-D19)

**Motion Passed**

2.5 Roles and Responsibilities of Local School Boards and Collaboration with the City of London

Moved by: S. Hillier

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Managers of Neighbourhood and Community-Wide Services, Social and Health Development, Environment and Infrastructure, and Planning and Economic Development, the staff report, dated March 29, 2022, with respect to Roles and Responsibilities of Local School Boards and Collaboration with the City of London BE RECEIVED. (2022-S13)

**Motion Passed**

2.6 Parks and Recreation Master Plan Annual Report

Moved by: S. Hillier

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Managers of Neighbourhood and Community-Wide Services and Environment and Infrastructure, the staff report, dated March 29, 2022, with respect to the Parks and Recreation Master Plan Annual Report BE RECEIVED. (2022-R04/R05)

**Motion Passed**

2.7 Multi-Program Ontario Transfer Payment Agreement - Homelessness Prevention Program Approval

Moved by: S. Hillier

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law, as appended to the staff report, dated March 29, 2022, BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to:

a) authorize and approve the Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program), as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London

b) authorize the Mayor and the City Clerk to execute the above-noted Homelessness Prevention Program (HPP) Transfer Payment Agreement;

c) delegate authority to the Deputy City Manager, Social and Health Development or written designate, to approve and execute any further amendments to the HPP Transfer Payment Agreement if the Amendments are substantially in the form of the above-noted HPP Transfer Payment Agreement;

d) delegate authority to the Deputy City Manager, Social and Health Development, or written designate to undertake all the administrative, financial and reporting acts (including signing authority) associated with the above-noted HPP Transfer Payment Agreement and any amendments, including but not limited to investment plans and amendments to investments plans, application forms for funding budgets, cash flows, other financial reporting, including financial claims and directions, consents and other authorizations, as may be required, provided that the monetary amounts do not exceed the maximum amount of Ontario's contribution specified in the HPP Transfer Payment Agreement that are necessary in connection with the above-noted HPP Transfer Payment Agreement; and,

e) confirm that the Deputy City Manager, Social and Health Development, or their written designate, has the powers as set out in section 2 of By-law A-7924-5, being the authority to execute the Municipal Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved in that by-law that do not require additional funding or are provide for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council, with respect to Operating Services Categories only. (2022-S14)

**Motion Passed**

### **3. Scheduled Items**

#### **3.1 Public Participation Meeting - Short Term Accommodations**

Moved by: M. Hamou

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-laws, as appended to the staff report, dated March 29, 2022, related to Short Term Accommodations, BE RECEIVED;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- T. George
- D. Ferreira, providing the attached submission
- A. Wayland
- Nick
- D. Wood
- D. Denomme
- J. and K. Romnes
- J. Fernandez
- D. Yimmesghen
- P. Chandawani
- C. Thomas
- M. Razak
- A. Fernandez
- D. Wang
- L. Murphy
- A. Wojtak
- V. King
- H. Belanger
- K. Toy
- C. Afanador
- R. Metron

- A. Lindsay
- S. Bollert
- S. Kukadia
- P. McFarlane
- T Choy. (2022-C01)

Yeas: (2): M. Cassidy, and M. Hamou

Nays: (1): M. Salih

Recuse: (1): J. Helmer

Absent: (2): S. Hillier, and E. Holder

**Motion Passed (2 to 1)**

Voting Record:

Moved by: S. Hillier

Seconded by: M. Hamou

Motion to open the public participation meeting.

Yeas: (3): M. Cassidy, M. Hamou, and S. Hillier

Recuse: (1): J. Helmer

Absent: (2): M. Salih, and E. Holder

**Motion Passed (3 to 0)**

Moved by: M. Hamou

Seconded by: M. Cassidy

Motion to close the public participation meeting.

Yeas: (2): M. Cassidy, and M. Hamou

Recuse: (1): J. Helmer

Absent: (3): M. Salih, S. Hillier, and E. Holder

**Motion Passed (2 to 0)**

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

##### **4.1 A. Valastro - Light Pollution By-law - REQUEST FOR DELEGATION STATUS**

Moved by: M. Salih

Seconded by: M. Hamou

That the request for delegation from A.M. Valastro, with respect to a light pollution by-law BE APPROVED for a future meeting of the Community and Protective Services Committee; it being noted that the communications, dated December 7, 2021 and March 18, 2022, from A.M. Valastro, with respect to this matter, were received. (2022-C01/2022-E05)

Yeas: (4): M. Cassidy, M. Salih, J. Helmer, and M. Hamou

Absent: (2): S. Hillier, and E. Holder

**Motion Passed (4 to 0)**

4.2 2022 Rock the Park One-Time Policy Exemption Request

Moved by: E. Holder

Seconded by: J. Helmer

That the proposed by-law, as appended to the staff report, dated March 29, 2022, BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, to amend By-law No. CPOL-142-394 being a by-law for a Council policy entitled Special Events Policies and Procedures Manual, to provide for the "Rock the Park 17-July 2022" event use of Harris Park for five (5) consecutive days; it being noted that the communications, as appended to the Agenda, from B. Jones, President, Jones Entertainment Group and G. Jones, Vice-President, Jones Entertainment Group, and the communication, as appended to the Added Agenda, from A.M. Valastro, with respect to this matter, were received. (2022-P11)

Yeas: (4): M. Cassidy, J. Helmer, M. Hamou, and E. Holder

Recuse: (1): S. Hillier

Absent: (1): M. Salih

**Motion Passed (4 to 0)**

4.3 2nd Report of the Animal Welfare Advisory Committee

Moved by: J. Helmer

Seconded by: M. Hamou

That the following actions be taken with respect to the 2nd Report of the Animal Welfare Advisory Committee (AWAC), from the meeting held on March 3, 2022:

a) clause 4.2 of the above-noted AWAC Report BE DEFERRED to the April 20, 2022 meeting of the Community and Protective Services Committee (CPSC) for consideration;

b) the requests for delegation from the individuals listed below BE APPROVED to be heard at the April 20, 2022 meeting of the CPSC:

- R. Laidlaw, Zoocheck
- W. Brown, Chair, AWAC
- V. Van Linden
- M. Lerner
- J. Van-Daele
- F. Morrison

c) the Civic Administration BE REQUESTED to prepare a report, including any necessary legal advice, for the April 20, 2022 CPSC meeting; and,

d) the remainder of the above-noted 2nd Report of the AWAC BE RECEIVED

it being noted that the communications, as appended to the Added Agenda, from R. Laidlaw, W. Brown, V. Van Linden, M. Lerner, J. Van-Daele, F. Morrison and M. Hamer, with respect to this matter, were received.

Yeas: (4): M. Cassidy, M. Salih, J. Helmer, and M. Hamou

Absent: (2): S. Hillier, and E. Holder

**Motion Passed (4 to 0)**

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

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

That the Deferred Matters List for the Community and Protective Services Committee, as at March 21, 2022, BE RECEIVED.

Yeas: (4): M. Cassidy, M. Salih, J. Helmer, and M. Hamou

Absent: (2): S. Hillier, and E. Holder

**Motion Passed (4 to 0)**

**6. Confidential**

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

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1. (ADDED) Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, with respect to the 2nd Report of the Animal Welfare Advisory Committee.

Yeas: (4): M. Cassidy, M. Salih, J. Helmer, and M. Hamou

Absent: (2): S. Hillier, and E. Holder

**Motion Passed (4 to 0)**

The Community and Protective Services Committee convened In Closed Session from 7:40 PM to 8:07 PM.

**7. Adjournment**

The meeting adjourned at 8:18 PM.

To: The Community and Protective Services Committee  
From: David Ferreira  
Re: Report to Community and Protective Services Committee, subject Short-term accommodations.

Thank you for allowing my attendance to this public participation meeting regarding Short-term accommodations.

Hello

Thank you

Councillor Chair Cassidy for allowing public input for these discussions and adding my words to the public record.

And thank you

Councillor Hamou  
Councillor Helmer  
Councillor Hillier  
And Councillor Salih

My name is David Ferreira

I have been a lifelong resident of our city and I have a vested interest in London as it is home to my family, my friends, and my life. My memories and my future convictions are in London and I intend to do my part in assisting in our city's future.

From childhood, I was quick to learn that the home is located at the centre of the family; it brings security, pride, stability, and it is the centre of all things occurring in one's life. I have been closely following our city's issues. The level of homelessness, the rent affordability crises, and the lack of housing supply and sharp increase of home ownership cost is alarming to say the least. Therefore, I fully encourage city council taking action to mitigate these elephant sized issues.

In 2015, I got a great job from a great employer and was able to save enough money to purchase my first and only home, which I still own and live in today. This home is also a rental property; a purpose-built duplex, which required a lot of work that I have been attending to for the past 6 years. I live in one of the apartments while renting the other, and my strategy to pay the bills required both my income and the rent to get by.

In late 2020, I was let go from my job, which couldn't have come at a worse time. I was eligible for Employment Insurance, which I received, and I still collected rent; however,

considering the costs of everything, I didn't even come close to paying all the bills, let alone affording food. By Christmas of 2020, it was obvious I was in big trouble, and at the beginning of 2021, I became a real example of the collateral damage that arose from the global situation. Like many others, I lost my job in a pandemic. I had bills piling up with insufficient income and a real sense of fear; and I struggled for a while. After a stroke of luck, my tenants informed me they were moving out. With no immediate job prospects, but immediate bills and obligations, I found the short-term rentals market as my answer. The Short-Term Rental market has been the only reason that I have been able to keep a roof over my head, and I come here hoping to keep that option available. I am one of the Short-Term Rental hosts in London, and I, am a real and true local who now is relying on this income to meet my financial obligations until I find employment.

Regarding the report to the committee. Sec. 2.1 of the report, which lists raw statistics for the Current Short-term Rental Market in London relies on research conducted by the Canadian Journal of Urban Research using Airdna as a primary source. The methodologies cited in the Canadian Journal relied on data extraction from "scrapes", which is a technique where a program extracts data from output generated from another program. There are inherent issues with this methodology, especially for this case. The Journal gets its data from Airdna, which in turn extracts its data from scraping the Airbnb site. However, all the information regarding active listings on Airbnb are composed by hosts. Host listing details are composed with marketing in mind, and this skews the data, and is hidden. For example, from the sources used in the report, my listing was categorized incorrectly. I currently am listed as an entire home, when in fact, I offer an apartment. The reasoning I list my apartment this way is because it's a duplex, and I provide the comforts of a home with a yard, no lobby, and a driveway. The platform does not have a category for what I offer, so I found this as the best fit. Therefore, from my own example, I can say the data cited, did not take into account marketing strategies of hosts, which lowers my confidence in the cited data. Instead, it groups everything into one neat and arbitrary story. Such bulk processing of statistical analysis is prone to such errors, and I can attest that the number of London Short Term Rentals that are in fact an entire home is certainly lower than the number reported.

As noted, Canadian research indicates that the profitability of short-term rentals has caused both commercial and individual landlords to leave the long-term rental market, thus resulting in a depleted supply of long-term housing. However, in the same report, it is also specified that the total number of short-term accommodations across all platforms in London has remained relatively stable showing only 4% growth between 2018 and 2021, at approximately 650 active rentals when published. However, as of today, the same source reports active listings in London, at 599. Additionally, airdna reports that approximately 69% of the 599 active listings are listed as "entire homes", which calculates to around 414 homes total. This represents less than one percent of the total homes in London.

Putting it simply, statements akin to short-term rentals having contributed to housing shortages in London and the dwindling supply of homes for sale and increasing rent

prices, is misleading. Also, only referencing “real local hosts”, in order to make the argument against big commercial providers with no other mentions of real local hosts in the report, makes me feel like an apparent afterthought. There is a large amount of data suggesting other factors at root for our issues; and, the 2021 Toronto Star hinted as much, as the city’s new short-term rental bylaws have not translated to a slowing of the market, nor translated into any affordability measures. This foreshadows the future of by-laws for Short Term Rentals in the fight against the housing crises in London.

The legislative process must be aware that this matter is not so black-and-white and that there are large grey zones. I agree that big commercial Short Term Rental providers should be regulated, or shut down entirely, leaving the local hosts to provide such accommodations as is intended. Nonetheless, such regulation should be enacted through a strategic and prudent approach. Any legislation attempting to curb the issues we face, should be mindful to avoid unnecessary collateral damage – or curbing the vital income needed by real local hosts. Not all hosts want to run a Short-Term Rental, myself included. I am in this market simply because I don’t really have any other choice at the moment, and I ask you to please, not take away my tools for my livelihood during tough times.

I have some questions

1. My house, a duplex, has 2 addresses. I reside at one address, and I provide the Short-Term Rental accommodations at the second address. How would this be viewed in a by-law? Is my STR considered a principle dwelling unit?
2. Is the goal to require licensing for all Short-Term Rentals or shut down big commercial providers while leaving local providers unscathed?
3. Will big commercial Short Term Rental providers be rejected for licensing altogether if they can’t provide proof of principle residence?
  - a. The report leans heavily on factors of rent affordability, lack of housing supply and the alarming increase of costs when purchasing a home today. If this is intended, I assume big commercial Short Term Rental providers who cannot prove principal residence will be prohibited in operation entirely by the proposed by-law.

Thank you

# Corporate Services Committee

## Report

5th Meeting of the Corporate Services Committee  
March 28, 2022

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

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

Remote Attendance: Councillors A. Hopkins, S. Hillier; L. Livingstone, A. Barbon, B. Card, H. Chapman, I. Collins, S. Corman, J. Dann, J. Davison, S. Denomy, M. Goldrup, A. Hagan, D. MacRae, S. Mathers, J. McMillan, K. Murray, J. Raycroft, K. Scherr, M. Schulthess, K. Shahata, S. Thompson, M. Tomazincic, B. Warner, P. Yeoman

The meeting is called to order at 12:00 PM, it being noted that Mayor E. Holder and Councillor M. Cassidy were in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: J. Fyfe-Millar

Seconded by: M. Hamou

That the Consent Items BE APPROVED.

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

**Motion Passed (6 to 0)**

#### 2.1 Corporate Asset Management Plan Development (RFP 2022-049)

Moved by: J. Fyfe-Millar

Seconded by: M. Hamou

That on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to RFP 2022-049, Corporate Asset Management Plan Development:

- a) the proposal submitted by GM BluePlan Engineering Limited, Royal Centre, 650 Woodlawn Road W., Guelph, Ontario N1K 1B8, for the provision of professional services with respect to the development of the updated Corporate Asset Management Plan at their proposed fees of \$217,195.00 excluding HST, BE ACCEPTED in accordance with section 12.0 of the Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED as set out in the Source of Financing Report as appended to the staff report dated March 28, 2022 as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the submitted proposal;

d) the approval hereby given BE CONDITIONAL upon the City of London entering into a formal agreement or having a purchase order, or contract record relating to the subject matter of this approval; and,

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

**Motion Passed**

## 2.2 2022 Debenture Issuance

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2022 Debenture Issuance:

a) the Civic Administration BE AUTHORIZED to proceed with the issuance of debentures in the capital markets upon favourable market conditions to provide permanent financing for capital works in an amount not to exceed \$21,000,000; and,

b) the Civic Administration BE INSTRUCTED to schedule and convene an appropriately timed special Corporate Services Committee meeting upon successful placement of the City's debt in the capital markets to ensure adequate time for Council approval while adhering to the necessary financial settlement requirements.

**Motion Passed**

## 2.3 Year 2022 Tax Policy

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to property taxation for 2022:

a) the proposed by-law as appended to the staff report dated March 28 2022 as Appendix "A", being a by-law to set tax ratios in the various property classes, in accordance with Sub-sections 308(4) and 308.1(4) of the *Municipal Act, 2001* BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022, it being noted that the 2022 Municipal Tax Ratio By-Law has been prepared reflecting no change to tax ratios; and,

b) the proposed by-law as appended to the staff report dated March 28, 2022 as Appendix "B", being a by-law to set municipal tax rates for the various property classes, in accordance with Sections 307 and 312 of the *Municipal Act, 2001* BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022.

**Motion Passed**

2.4 Year 2022 Education Tax Rates

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 2022 to levy education tax rates for 2022.

**Motion Passed**

2.5 2021 Compliance Report in Accordance with the Procurement of Goods and Services Policy

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2021 Compliance Report in accordance with the Procurement of Goods and Services Policy:

- a) as per the Procurement of Goods and Services Policy, Section 8.11 (c), an annual report of total payments where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, BE RECEIVED for information, as appended to the staff report dated March 28, 2022 as Appendix "A";
- b) the administrative contract awards for Professional Consulting Services with an aggregate total greater than \$100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Manager of Purchasing and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, BE RECEIVED for information, as appended to the staff report dated March 28, 2022 as Appendix "B";
- c) the list of administrative contract awards for Tenders with a value up to \$3,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, BE RECEIVED for information, as appended to the staff report dated March 28, 2022 as Appendix "C";
- d) the City Treasurer, or delegate, BE DELEGATED authority to, at any time, refer questions concerning compliance with the Procurement of Goods and Services Policy to the City's internal auditor; and,
- e) the City Treasurer, or delegate, BE AUTHORIZED to ratify and confirm completed awards or purchases between \$15,000 and \$50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

**Motion Passed**

2.6 Elected Officials and Appointed Citizen Members 2022 Remuneration

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated March 28, 2022, entitled “Elected Officials and Appointed Citizen Members 2022 Remuneration” BE RECEIVED for information.

**Motion Passed**

2.7 Procurement in Emergencies Update 4 - COVID -19

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

That, on the recommendation of the Deputy City Manager, Finance Supports, as per section 14.2 of the Procurement of Goods and Services Policy, a report of Emergency non-competitive individual purchases which exceed \$50,000 (pre-taxes), that the City has made from the date of February 1, 2021 to January 31, 2022 due to COVID-19, BE RECEIVED for information, as appended to the staff report dated March 28, 2022 as Appendix “A”.

**Motion Passed**

2.8 KPMG Clara File Sharing Tool

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on April 12, 2022, for the Mayor and City Clerk to execute the KPMG Clara Exhibit to member Firm Engagement Letter / Terms.

**Motion Passed**

2.9 Respectful Workplace Policy and Workplace Violence Prevention Procedure Annual Report - January 1, 2021 to December 31, 2021

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

That, on the recommendation of the Director, People Services, and the concurrence of the Deputy City Manager, Enterprise Supports, the Annual Report regarding the Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination) and Workplace Violence Prevention Procedure BE RECEIVED for information purposes.

**Motion Passed**

2.10 Association of Municipalities of Ontario (AMO) Board Update

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

That the communication dated February 28, 2022 from Councillor A. Hopkins regarding the Association of Municipalities of Ontario (AMO) Board Update BE RECEIVED for information.

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

- 4.1 Application - Issuance of Proclamation - Guillain-Barre Syndrome (GBS) and Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) Awareness Month

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

That based on the application dated March 1, 2022, from GBS-CIDP Foundation of Canada, the month of May, 2022 BE PROCLAIMED Guillain-Barré Syndrome (GBS) and Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) Awareness Month.

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

**Motion Passed (6 to 0)**

- 4.2 Application - Issuance of Proclamation - Falun Dafa Week 2022

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

That based on the application dated March 15, 2022 from Falun Dafa Association Canada, May 13, 2022 BE PROCLAIMED as Falun Dafa Week 2022.

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

**Motion Passed (6 to 0)**

- 4.3 Appeal of Flags at City Hall Policy - Section 4.3(b)(ii)

Moved by: E. Holder  
Seconded by: M. Hamou

That the correspondence from P. Zhang with respect to a request to raise a flag to celebrate Falun Dafa day, BE RECEIVED and NO ACTION BE TAKEN.

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

Nays: (1): M. Cassidy

**Motion Passed (5 to 1)**

**5. Deferred Matters/Additional Business**

- 5.1 (ADDED) Application - Issuance of Proclamation - World Press Freedom Day

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

That based on the application dated March 22, 2022 from ink-stainedwretches.org, May 3, 2022 BE PROCLAIMED World Press Freedom Day.

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

**Motion Passed (6 to 0)**

5.2 (ADDED) Court Security and Prisoner Transportation Program Transfer Payment Agreement

Moved by: M. Hamou

Seconded by: J. Fyfe-Millar

That on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on April 12, 2022 to:

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

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

**Motion Passed (6 to 0)**

5.3 (ADDED) Election Sign By-law Update

Moved by: M. Cassidy

Seconded by: J. Morgan

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated March 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 12, 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.

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

**Motion Passed (6 to 0)**

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

Moved by: M. Hamou

Seconded by: M. Cassidy

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

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

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

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

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

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

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

**6.4 Litigation/Potential Litigation / Solicitor-Client Privileged Advice**

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality.

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

**Motion Passed (6 to 0)**

The Corporate Services Committee convenes In Closed Session from 12:38 PM to 1:13 PM.

**7. Adjournment**

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 1:16 PM.

Bill No. 155  
2022

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 12<sup>th</sup> day of April,  
2022.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

Bill No. 156  
2022

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

A by-law setting tax ratios for property classes  
in 2022.

WHEREAS section 308 of the *Municipal Act, 2001*, as amended, provides that the council of every single tier municipality in each year shall pass a by-law in each year to establish the tax ratios for that year for the municipality;

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

### **2022 MUNICIPAL TAX RATIO BY-LAW**

1. The tax ratios as set out in column 3 of Schedule “A” of this by-law are hereby established for 2022 taxation.

#### **Definitions - Realty Tax Classes and Realty Tax Qualifiers**

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” of this by-law and are indicated in the first two characters of the codes in column 2 of Schedule “A” of this by-law. Where there is more than one code in column 2 of Schedule “A” the codes are separated by a comma.

#### **Administration of By-law**

3. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

#### **Commencement**

4. This by-law comes into force on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

**SCHEDULE "A"**  
**By-law No. A.-\_\_\_\_\_ - \_\_\_\_**

**MUNICIPAL TAX RATIOS**

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2022 TAX RATIOS
com taxable farmland 1	c1n	0.750000
com taxable farmland 2	c4n	1.910000
Commercial small scale on farm	C7n	1.910000
commercial taxable – hydro	chn, xhn	1.910000
commercial taxable vacant -hydro	cjn, xjn	1.910000
commercial taxable - excess - hydro	ckn, xkn	1.910000
commercial taxable tenant of Province	cpn, xpn	1.910000
com taxable	ctn, xtn	1.910000
com taxable excess land	cun, xun	1.910000
com taxable vacant land	cxn, xxn	1.910000
office bldg taxable – hydro	dhn	1.910000
office bldg taxable	dtn, ytn	1.910000
office bldg taxable excess land	dun, yun	1.910000
farmland taxable fp	ffp	0.102820
farmland taxable fs	ffs	0.102820
farmland taxable no support	Ftn	0.102820
farmland taxable ep	ftep	0.102820
farmland taxable es	ftes	0.102820
parking lot taxable	Gtn	1.910000
industrial taxable farmland 1	i1n	0.750000
industrial taxable farmland 2	i4n	1.910000
industrial taxable – hydro	ihn, Jhn, isn	1.910000
industrial taxable-hydro- excess land	ikn, Jkn	1.910000
industrial taxable	itn, Jtn	1.910000
industrial taxable excess land	iun, Jun	1.910000
industrial taxable vacant land	ixn, Jxn	1.910000
large industrial taxable	Ltn, ktn	1.910000
large industrial excess land	Lun, kun	1.910000
multi-res taxable farmland 1 ns	m1n	0.750000
multi-res taxable farmland 1 ep	m1ep	0.750000
multi-res taxable farmland 1 es	m1es	0.750000
multi-res taxable farmland 1 fp	m1fp	0.750000
multi-res taxable farmland 1 fs	m1fs	0.750000
multi-res taxable farmland 2 ep	m4ep	1.711880
multi-res taxable fp	mtfp	1.711880
multi-res taxable fs	mtfs	1.711880
multi-res taxable ep	mtep	1.711880
multi-res taxable es	mtes	1.711880
multi-res taxable n	mtn	1.711880
pipeline taxable	ptn	1.713000
res/farm taxable 1 fp	r1fp	0.750000
res/farm taxable 1 fs	r1fs	0.750000
res/farm taxable farmland 1 ep	r1ep	0.750000
res/farm taxable farmland 1 es	r1es	0.750000
res/farm taxable farmland 2 ep	r4ep	1.000000
res/farm taxable -hydro fp	rhfp	1.000000
res/farm taxable-hydro fs	rhfs	1.000000
res/farm taxable-hydro ep	rhep	1.000000
res/farm taxable-hydro es	rhes	1.000000
res/farm taxable fp	rtfp	1.000000

**SCHEDULE "A" CONTINUED**  
**By-law No. A.-\_\_\_\_-\_\_**  
**MUNICIPAL TAX RATIOS**

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2022 TAX RATIOS
res/farm taxable fs	rfs	1.000000
res/farm taxable ns	rtn	1.000000
res/farm taxable ep	rtep	1.000000
res/farm taxable es	rtes	1.000000
shopping centre taxable	stn, ztn	1.910000
shopping centre excess land	sun, zun	1.910000
managed forest taxable fp	Tfp	0.250000
managed forest taxable fs	tfs	0.250000
managed forest taxable ep	tep	0.250000
managed forest taxable es	tes	0.250000
Landfill taxable	ht	2.959453
New multi-residential taxable	nt	1.000000

**SCHEDULE “B”**  
By-law No. A.-\_\_\_\_\_-\_\_\_\_

**Definitions of  
Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) Under OFAS**

Realty Tax Class (RTC)	Description	Realty Tax Qualifier (RTQ)	Description
A	Theatre	A	Taxable: General Vacant Land
C, X	Commercial	B	Taxable: General Excess Land
D, Y	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Shared Payment-in-Lieu
I, J	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L, K	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S, Z	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
H	Landfill	1	Taxable: Farmland 1
		2	Payment-In-Lieu: Full, Farmland 1
		3	Payment-In-Lieu: General, Farmland 1
		4	Taxable: Farmland II
		5	Payment-In-Lieu: Full, Farmland II
		6	Payment-In-Lieu: General, Farmland II
		7	Taxable commercial small scale on farm

Note that each RTC will be applied in combination with an appropriate RTQ.

All Realty Tax Classes and Realty Tax Qualifiers are letters or numbers.

Where there is more than one Realty Tax Class or Realty Tax Qualifier in a column they are separated by a comma.

Bill No. 157  
2022

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

A by-law levying tax rates for property classes in  
2022.

WHEREAS in accordance with section 290 of the *Municipal Act, 2001*, as amended, Council has adopted estimates of all sums required during 2022 for the purposes of the municipality, including among other things a sum sufficient to pay all debts of the Corporation falling due within the year, any amount required to be raised for sinking funds, the cost of collection, abatement of and discount on taxes, uncollectible taxes and taxes that it is estimated will not be collected during the year, and reserves;

AND WHEREAS section 312 of the *Municipal Act, 2001*, as amended, provides that the council of every local municipality in each year shall levy in the manner set out in sections 307, 308 and 312 of the *Municipal Act, 2001*, as amended, on the whole of the assessment for real property according to the last revised assessment roll, a sum equal to the aggregate of the sums adopted under section 290 of the *Municipal Act, 2001*, as amended;

AND WHEREAS section 307 of the *Municipal Act, 2001*, as amended, provides that all municipal, local or direct taxes or rates shall, where no other express provision is made, be levied upon the whole of the assessment for real property or other assessments made under the *Assessment Act*, according to the amount assessed in respect thereof, and not upon any one or more kinds of property or assessment or in different proportions;

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

### **2022 MUNICIPAL RATE BY-LAW 2022 Levies**

1. The tax rates set out in column 4 of Schedule “A” of this by-law are hereby levied in 2022 for the 2022 general local municipality levy on all of the assessment.

#### **Definitions - Realty Tax Classes and Realty Tax Qualifiers**

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” of this by-law and are indicated in the first two characters of the codes in column 2 of Schedule “A” of this by-law. Where there is more than one code in column 2 of Schedule “A” the codes are separated by a comma.

#### **Tax on Certain Institutions**

3. A tax or other amount payable on the 1<sup>st</sup> day of July, 2022, is hereby levied upon every university, college, institution, school, hospital or other facility described in section 323 of the *Municipal Act, 2001*, as amended, at the maximum rate for each student, place or bed, as the case may be, under that section.

#### **Administration of By-law**

4. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

#### **Commencement**

5. This by-law comes into force on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

**SCHEDULE "A"**  
**By-law No.**

**Municipal Tax Rates**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2022 TAX RATIOS	YEAR 2022 GENERAL TAX RATE
com taxable farmland 1	c1n	0.750000	0.951981%
com taxable farmland 2	c4n	1.910000	2.424378%
commercial small scale on farm business	c7n	1.910000	2.424378%
commercial taxable - hydro	chn, xhn	1.910000	2.424378%
commercial taxable vacant -hydro	cjn, xjn	1.910000	2.424378%
commercial taxable - excess - hydro	ckn, xkn	1.910000	2.424378%
commercial taxable tenant of Province	cpn, xpn	1.910000	2.424378%
commercial taxable	ctn, xtn	1.910000	2.424378%
commercial taxable excess land	cun, xun	1.910000	2.424378%
commercial taxable vacant land	cxn, xxn	1.910000	2.424378%
office bldg taxable - hydro	dhn, yhn	1.910000	2.424378%
office bldg taxable	dtm, ytm	1.910000	2.424378%
office bldg taxable excess land	dun, yun	1.910000	2.424378%
farmland taxable fp	ffp	0.102820	0.130510%
farmland taxable fs	ffs	0.102820	0.130510%
farmland taxable no support	ftn	0.102820	0.130510%
farmland taxable ep	ftep	0.102820	0.130510%
farmland taxable es	ftes	0.102820	0.130510%
parking lot taxable	gtn	1.910000	2.424378%
industrial taxable farmland 1	i1n	0.750000	0.951981%
industrial taxable farmland 2	i4n	1.910000	2.424378%
industrial taxable - hydro	ihn, jhn	1.910000	2.424378%
industrial generating station	isn	1.910000	2.424378%
industrial taxable - hydro- el	ikn, jkn	1.910000	2.424378%
industrial taxable	itm, jtm	1.910000	2.424378%
industrial taxable excess land	iun, jun	1.910000	2.424378%
industrial taxable vacant land	ixn, jxn	1.910000	2.424378%
large industrial taxable	Ltn, ktn	1.910000	2.424378%
large industrial excess land	Lun, kun	1.910000	2.424378%
multi-res taxable farmland 1 ns	m1n	0.750000	0.951981%
multi-res taxable farmland 1 ep	m1ep	0.750000	0.951981%
multi-res taxable farmland 1 es	m1es	0.750000	0.951981%
multi-res taxable farmland 1 fp	m1fp	0.750000	0.951981%
multi-res taxable farmland 1 fs	m1fs	0.750000	0.951981%
multi-res taxable farmland 2 ep	m4ep	1.711880	2.172903%
multi-res taxable fp	mfp	1.711880	2.172903%
multi-res taxable fs	mfs	1.711880	2.172903%
multi-res taxable ep	mtep	1.711880	2.172903%
multi-res taxable es	mtes	1.711880	2.172903%
multi-res taxable n	mtn	1.711880	2.172903%
new multi-res taxable ntfp	ntfp	1.000000	1.269308%
new multi-res taxable ntfs	ntfs	1.000000	1.269308%
new multi-res taxable ntep	ntep	1.000000	1.269308%
new multi-res taxable ntes	ntes	1.000000	1.269308%
new multi-res taxable ntn	ntn	1.000000	1.269308%
pipeline taxable	ptn	1.713000	2.174325%
res/farm taxable 1 fp	r1fp	0.750000	0.951981%
res/farm taxable 1 fs	r1fs	0.750000	0.951981%
res/farm taxable farmland 1 ep	r1ep	0.750000	0.951981%
res/farm taxable farmland 1 es	r1es	0.750000	0.951981%
res/farm taxable farmland 2 ep	r4ep	1.000000	1.269308%
res/farm taxable -hydro fp	rhfp	1.000000	1.269308%
res/farm taxable-hydro fs	rhfs	1.000000	1.269308%

**SCHEDULE "A" Cont'd**  
**By-law No.**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2022 TAX RATIOS	YEAR 2022 GENERAL TAX RATE
res/farm taxable-hydro ep	rhep	1.000000	1.269308%
res/farm taxable-hydro es	rhes	1.000000	1.269308%
res/farm taxable fp	rtpf	1.000000	1.269308%
res/farm taxable fs	rtps	1.000000	1.269308%
res/farm taxable ns	rtn	1.000000	1.269308%
res/farm taxable ep	rtep	1.000000	1.269308%
res/farm taxable es	rtes	1.000000	1.269308%
shopping centre taxable	stn, ztn	1.910000	2.424378%
shopping centre excess land	sun, zun	1.910000	2.424378%
managed forest taxable fp	tftp	0.250000	0.317327%
managed forest taxable fs	ttps	0.250000	0.317327%
managed forest taxable ep	ttep	0.250000	0.317327%
managed forest taxable es	ttes	0.250000	0.317327%
landfill taxable	ht	3.107426	3.944281%

**SCHEDULE "B"**  
**By-law No.**

**Definitions of  
Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) Under OFAS**

<b>Realty Tax Class (RTC)</b>	<b>Description</b>	<b>Realty Tax Qualifier (RTQ)</b>	<b>Description</b>
A	Theatre	A	Taxable: General Vacant Land
C	Commercial	B	Taxable: General Excess Land
D	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Shared Payment-in-Lieu
I	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
X	Commercial (New construction)	1	Taxable: Farmland 1
Y	Office Building (New Construction)	2	Payment-In-Lieu: Full, Farmland 1
Z	Shopping Centre (New Construction)	3	Payment-In-Lieu: General, Farmland 1
J	Industrial (new construction)	4	Taxable: Farmland II
K	Large Industrial (New Construction)	5	Payment-In-Lieu: Full, Farmland II
H	Landfill	6	Payment-In-Lieu: General, Farmland II

Note that each RTC will be applied in combination with an appropriate RTQ.

Bill No. 158  
2022

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

A by-law levying rates for 2022 for school purposes in the City of London.

WHEREAS by section 257.7 of the *Education Act*, the Municipal Council is required to levy and collect upon all the residential property and business property in the City of London the tax rates prescribed under section 257.12 of the said *Act* for school purposes;

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

## **2022 SCHOOL RATE BY-LAW**

### **School Rates**

1. The rates set out in column 3 of Schedule “A” of this by-law are hereby levied for 2022 upon all the property rateable for school purposes in the City of London.

### **Definitions - Realty Tax Classes and Realty Tax Qualifiers**

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” of this by-law and are indicated in the first two characters of column 2 of Schedule “A” of this by-law. Where there is more than one code in column 2 of Schedule “A” the codes are separated by a comma.

### **Administration of By-law**

3. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

### **Commencement**

4. This by-law comes into force on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First reading – April 12, 2022  
Second reading – April 12, 2022  
Third reading – April 12, 2022

**SCHEDULE "A"**  
By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_

COLUMN 1 ABBREVIATED RATEABLE PROPERTY DESCRIPTION	COLUMN 2 CODE	COLUMN 3 YEAR 2022 EDUCATION TAX RATE
com taxable farmland 1	c1n	0.114750%
com taxable farmland 2	c4n	0.880000%
commercial small scale on farm business	c7n	0.220000%
commercial taxable - hydro	chn, xhn	1.250000%
commercial taxable vacant - hydro	cjn, xjn	1.250000%
commercial taxable - excess - hydro	ckn, xkn	1.250000%
commercial taxable tenant of Province	cpn, xpn	0.880000%
commmercial taxable	ctn, xtn	0.880000%
commercial taxable excess land	cun, xun	0.880000%
commercial taxable vacant land	cxn, xxn	0.880000%
office bldg taxable - hydro	dhn, yhn	1.250000%
office bldg taxable	dtn, ytn	0.880000%
office bldg taxable excess land	dun, yun	0.880000%
farmland taxable fp	ffp	0.038250%
farmland taxable fs	ffs	0.038250%
farmland taxable no support	ftn	0.038250%
farmland taxable ep	ftep	0.038250%
farmland taxable es	ftes	0.038250%
parking lot taxable	gtn	0.880000%
industrial taxable farmland 1	i1n	0.114750%
industrial taxable farmland 2	i4n	0.880000%
industrial taxable - hydro	ihn, jhn	1.250000%
industrial generating station	isn	1.250000%
industrial taxable - hydro- el	ikn, jkn	1.250000%
industrial taxable	itn, jtn	0.880000%
industrial taxable excess land	iun, jun	0.880000%
industrial taxable vacant land	ixn, jxn	0.880000%
large industrial taxable	Ltn, ktn	0.880000%
large industrial excess land	Lun, kun	0.880000%
multi-res taxable farmland 1 ns	m1n	0.114750%
multi-res taxable farmland 1 ep	m1ep	0.114750%
multi-res taxable farmland 1 es	m1es	0.114750%
multi-res taxable farmland 1 fp	m1fp	0.114750%
multi-res taxable farmland 1 fs	m1fs	0.114750%
multi-res taxable farmland 2 ep	m4ep	0.153000%
multi-res taxable fp	mtfp	0.153000%
muti-res taxable fs	mtfs	0.153000%
multi-res taxable ep	mtep	0.153000%
multi-res taxable es	mtes	0.153000%
multi-res taxable n	mtn	0.153000%
new multi-res taxable ntfp	ntfp	0.153000%
new multi-res taxable ntfs	ntfs	0.153000%
new multi-res taxable ntep	ntep	0.153000%
new multi-res taxable ntes	ntes	0.153000%
new multi-res taxable ntn	ntn	0.153000%
pipeline taxable	ptn	0.880000%
res/farm taxable 1 fp	r1fp	0.114750%
res/farm taxable 1 fs	r1fs	0.114750%
res/farm taxable farmland 1 ep	r1ep	0.114750%
res/farm taxable farmland 1 es	r1es	0.114750%
res/farm taxable farmland 2 ep	r4ep	0.153000%
res/farm taxable -hydro fp	rhfp	0.153000%
res/farm taxable-hydro fs	rhfs	0.153000%
res/farm taxable-hydro ep	rhep	0.153000%
res/farm taxable-hydro es	rhes	0.153000%

**SCHEDULE "A" cont'd**  
**By-law No. A.-\_\_\_\_\_ - \_\_\_\_**

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2022 EDUCATION TAX RATE
res/farm taxable fp	rtp	0.153000%
res/farm taxable fs	rfs	0.153000%
res/farm taxable ns	rtn	0.153000%
res/farm taxable ep	rtep	0.153000%
res/farm taxable es	rtes	0.153000%
shopping centre taxable	stn, ztn	0.880000%
shopping centre excess land	sun, zun	0.880000%
managed forest taxable fp	tftp	0.038250%
managed forest taxable fs	tfs	0.038250%
managed forest taxable ep	tep	0.038250%
managed forest taxable es	tes	0.038250%
landfill taxable	ht	0.880000%

**SCHEDULE “B”**  
By-law No. A.-\_\_\_\_\_-\_\_\_\_

**Definitions of  
Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) Under OFAS**

<b>Realty Tax Class (RTC)</b>	<b>Description</b>	<b>Realty Tax Qualifier (RTQ)</b>	<b>Description</b>
A	Theatre	A	Taxable: General Vacant Land
C	Commercial	B	Taxable
D	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Full, Shared Payment-in-Lieu
I	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
X	Commercial (new construction)	1	Taxable: Farmland Awaiting Development Phase I
Y	Office Building (new construction)	2	Payment-In-Lieu: Full, Farmland 1
Z	Shopping Centre (new construction)	3	Payment-In-Lieu: General, Farmland 1
J	Industrial (new construction)	4	Taxable: Farmland Awaiting Development Phase II
K	Large Industrial (new construction)	5	Payment-In-Lieu: Full, Farmland II
H	Landfill	6	Payment-In-Lieu: General, Farmland II

Note that each RTC will be applied in combination with an appropriate RTQ.

Bill No. 159  
2022

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

A by-law to approve the KPMG Clara Exhibit to Member Firm Engagement Letter/ Terms; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: (i) financial management of the municipality and its local boards.

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

1. The KPMG Clara Exhibit to Member Firm Engagement Letter/ Terms (“Agreement”) attached hereto as Schedule “1” to this bylaw, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022



KPMG LLP  
140 Fullarton Street Suite 1400  
London ON N6A 5P2  
Canada  
Tel 519 672-4800  
Fax 519 672-5684

## **KPMG CLARA**

### **EXHIBIT TO MEMBER FIRM ENGAGEMENT LETTER / TERMS**

KPMG Clara for clients (“**KPMG Clara**”) is a service coordination tool provided by **KPMG LLP** to your company (the “**Company**”) that allows a group of users to access a virtual repository for the purposes of sharing information and engaging in online discussions and using KPMGI Content (as defined below). These Terms (the “**Terms**”) are between the Company and KPMG and shall govern the Company’s use of KPMG Clara and the KPMGI Content. If Company is comprised of itself and other legal entities, the Company agrees that (a) it has the authority to bind all of the entities, in which case the terms “Company” shall refer to such entities, and (b) these Terms shall govern Company and such entities use of KPMG Clara and the KPMGI Content. In the event of any conflict or inconsistency between Sections 1 through 7 of these Terms and the contract(s) between KPMG and Company (the “**Contract**”), these Terms shall govern with respect to Company’s use of KPMG Clara. In addition, in the event of any conflict or inconsistency between the terms of the Contract and Sections 8 through 10 of these Terms, the terms of the Contract shall prevail. “**KPMGI Content**” shall mean any content posted on KPMG Clara by or on behalf of KPMG International Services Limited, KPMG International Limited, or KPMG International Cooperative (collectively, the “**KPMG Network Entities**”).

1. All client and KPMG documents uploaded onto KPMG Clara will be stored on servers in **Canada**. A limited amount of anonymized system information (such as contact details and metadata) required for the establishment and administration of the KPMG Clara site that will be created for your engagement will be processed and stored in the EU by KPMG International Services Limited and third parties providing technical or administrative support services. KPMG may use third party companies and such companies’ personnel, such as employees, contractors, etc. (individually and collectively “**third party companies**”) for services operating at KPMG Party’s (as defined below) direction, including outsourced third party companies located inside and outside of the area noted above for data hosting and related services. The third party companies may be provided with access to your information, including personal data, in order to provide services in connection with KPMG Clara. Such access will be limited to the maximum extent possible and will be under KPMG Parties’ control.
2. Company and its Authorized Users (as defined below) may access and use KPMG Clara solely in furtherance of the Company’s relationship with KPMG. Any other use is not permissible. *Because Company is an audit client or affiliate of an audit client of KPMG, KPMG may not provide hosting services to Company. KPMG Clara is not intended for use as a document retention system and should not be regarded as a system of record. Access to the data and other content stored in KPMG Clara will be removed or become*

*unavailable to Company within a reasonable time once the engagement is completed. For a recurring annual service, the completion of a deliverable for a particular year represents the completion of the engagement for that year. Prior to termination of access, Company should download from KPMG Clara any deliverables and other records it wishes to retain for Company's own records.* An "**Authorized User**" shall mean any of Company's employees and other personnel authorized by Company and approved by KPMG to access and use KPMG Clara. Company shall ensure that all Authorized Users who access and use KPMG Clara or the KPMGI Content, comply with this Exhibit and usage notices presented to Authorized Users ("**Terms of Use**"). Company agrees to comply with all KPMG policies relating to the use of KPMG Clara. If Company does not wish to do so at any point, then Company shall immediately terminate Company's use of KPMG Clara.

Company shall promptly notify KPMG about any Authorized User who should no longer have access to KPMG Clara or other improper access to the password of an Authorized User.

3. Company may not:
  - a) copy, translate, modify, adapt or create derivative works from KPMG Clara, or KPMGI Content,
  - b) rent, lease, lend, pledge, or directly or indirectly transfer or distribute KPMG Clara or KPMGI Content to any third party, and
  - c) use KPMG Clara to upload, store, post, email, transmit or otherwise make available any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), or that does not comply with all applicable laws and regulations ("**Prohibited Content**"), and shall not permit any Authorized User or other third party to do any of the foregoing.
4. Technical factors such as bandwidth, network configurations, and computer browser settings can affect KPMG Clara's speed and accessibility. KPMG does not guarantee the continuous, uninterrupted or error-free operability of KPMG Clara, or compatibility with Company's computer browser or any other part of its computing systems. Company acknowledges that access to KPMG Clara may be suspended or limited at any time and that content posted on KPMG Clara may not be recoverable. Company is responsible for ensuring that its Authorized Users retain copies of all content posted by them. KPMG has no responsibility for recovering or providing to Company any content posted on KPMG Clara.
5. If KPMG's relationship with Company terminates for any reason, all further access to and use of KPMG Clara by Company and its Authorized Users must immediately cease and KPMG may deactivate or delete related user accounts, unless otherwise required by applicable law or professional standards to maintain such accounts. KPMG reserves the right to terminate Company's access to KPMG Clara for any reason.

6. Company acknowledges that, except for the license granted herein to Company, Company acquires no right or interest of any kind in or to KPMG Clara or any KPMGI Content. [To the extent permitted by applicable law, KPMG disclaims for itself and its suppliers, all warranties and liability for any damages and remedies whether direct, indirect or consequential, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses arising from KPMG Clara. Nothing in these Terms limit or exclude KPMG's liability for death or property damage caused by its negligence or for fraudulent misrepresentation or any other liability that may not, under applicable law, be limited or excluded. Company is solely responsible for all use it makes of KPMG Clara and of the content posted on KPMG Clara. Except as expressly set out in these Terms, no implied conditions, warranties or other terms apply to KPMG Clara or any KPMGI Content.] Any support provided for KPMG Clara will be provided by KPMG (or one of its subcontractors or suppliers).
7. Company acknowledges that KPMG may disclose any and all content on KPMG Clara to the extent required to do so by applicable laws, legal process or regulatory authority or pursuant to professional obligations. Company understands that its personal data and/or confidential information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the data is processed or stored, which laws may not provide the same level of protection as do the laws of the territory in which Company or Authorized Users are located.
8. Company acknowledges that, whilst KPMG has designed KPMG Clara with information security in mind and has taken steps to safeguard the security of KPMG Clara by way of the measures described in its online privacy statement available at <https://policies.kpmg/kpmg-global-policies/kpmg-clara-privacy-statement.html>, KPMG cannot guarantee that KPMG Clara is invulnerable to hacking or other unauthorized access by third parties. Company also acknowledges that transmission of information over the Internet is not entirely secure and there is always the possibility of unauthorized interception by third parties. KPMG does not guarantee that any content posted on KPMG Clara will be free from viruses and/or other code that may have contaminating or destructive elements. It is Company's responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy its particular requirements as to the safety and reliability of content it provides and accesses through KPMG Clara. KPMG accepts no responsibility for the content of any third-party websites, hyperlinks to which may be featured on KPMG Clara.
9. If Company breaches any of its obligations under these Terms and any claim is made or threatened against either KPMG or any of the KPMG Network Entities (individually and collectively "the **KPMG Party**") by a third party (including claims concerning the posting by Company of Prohibited Content), Company shall compensate the KPMG Party, hold the KPMG Party harmless and reimburse the KPMG Party for and protect the KPMG Party against, any loss, damage, expense or liability incurred by the KPMG Party which results from or arises from or is connected with any such breach and any such claim. If any payment is made by Company under this clause Company shall not seek recovery of that payment from the KPMG Party at any time. In this clause "Company" includes all Authorized Users and "the KPMG Party" includes each and all partners, members, directors, employees, agents of the KPMG Party together with any entity controlled by or associated with the KPMG Party.

10. *Company acknowledges that KPMG may update these Terms by emailing Company notice of such changes or otherwise updating these Terms online at any time, and, to the extent permitted by applicable law, such modifications will be effective immediately. Company agrees to the updated Terms or modified online Terms by continuing to use KPMG Clara.*

Please sign and return these Terms and Conditions to acknowledge your agreement to the use of KPMG Clara for clients as described above. You acknowledge that you are an authorized signatory on behalf of **The Corporation of the City of London**.

We look forward to using KPMG Clara for clients with you. Please feel free to contact me with any questions.

Very truly yours,

Handwritten signature of KPMG LLP in black ink, with a horizontal line underneath.

Katie denBok  
on behalf of  
KPMG LLP

**ACCEPTED:**

**The Corporation of the City of London**

Name of Signing Authority:

Dated on: \_\_\_\_\_

Signature: \_\_\_\_\_

Title:

Bill No. 160  
2022

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

A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: (i) economic, social, and environmental well-being of the municipality; and ii) health, safety and well-being of persons;

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

1. The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program (“Agreement”), attached hereto as Schedule “1” to this bylaw, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports is authorized to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
4. The Mayor and Clerk are authorized to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports.
5. The Deputy City Manager, Finance Supports, or their designate, is authorized to execute any report required under the Agreement authorized under section 1 of this bylaw.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

## Schedule 1

### ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2022

#### BETWEEN :

**Her Majesty the Queen in right of Ontario  
as represented by the Solicitor General**

(the “Province”)

- and -

**The Corporation of the City of London**

(the “Recipient”)

#### BACKGROUND

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2022;
- C. Pursuant to subsection 4(1) of the *Police Services Act*, the Recipient is required to provide adequate and effective police services in accordance with its needs.
- D. Pursuant to subsection 5(1) of the *Police Services Act*, the Recipient has discharged its responsibility to provide police services by establishing the London Police Services the members of which are appointed by the London Police Services Board pursuant to subsection 31(1)(a) of the *Police Services Act*.
- E. Pursuant to subsection 137(1) of the *Police Services Act* the London Police Services Board has the following responsibilities, with respect to premises where court proceedings are conducted in the City of London:
  - 1. Ensuring the security of judges and of persons taking part in or attending proceedings.
  - 2. During the hours when judges and members of the public are normally present, ensuring the security of the premises.
  - 3. Ensuring the secure custody of persons in custody who are on or about the premises including persons taking into custody or proceedings.

4. Determining appropriate levels of security for the purposes of paragraph 1, 2 and 3.
- F. Pursuant to section 39 of the *Police Services Act*, the London Police Services Board submits the operating and capital estimates to the Recipient and upon reviewing the estimates, the council for the Recipient establishes an overall budget for the London Police Services Board.
  - G. The cost of court security and prisoner transportation provided by the London Police Services Board pursuant to subsection 137(1) of the *Police Services Act* are included in the estimates provided by the London Police Services Board and funded by the Recipient.
  - H. The Ministry has agreed to provide funding to the Recipient to be used to fund the costs of court security and prisoner transportation provided by the London Police Services Board in accordance with its obligations under subsection 137(1) of the *Police Services Act*.
  - I. The Recipient has provided its 2020 CSPT costs, as confirmed in the 2020 Annual Financial Report submitted by the Recipient;
  - J. Funding is allocated based on the Recipient's relative share of the total 2020 provincial CSPT cost.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Performance Measurement Framework
- Schedule "E" - Payment Plan and Reporting Schedules
- Schedule "F" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "G" - Template for Annual Financial and Performance Measurement Report, and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Solicitor General**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Mario Di Tommaso, O.O.M.  
Title: Deputy Solicitor General  
Community Safety

**The Coporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this Agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the court security prisoner transportation program in accordance with Schedule F funded by the Ministry.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “E”.

**“Services”** means the court security and prisoner transportation services and activities as set out in Schedule F eligible for the funding, as set out in Schedule “B” as provided by the London Police Services Board in accordance with subsection 137(1) of the *Police Services Act*.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and

provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (f) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "F"; and
- (d)
- (e) not use the Funds to cover any cost that has or will be funded or

reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or

could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain for the Term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a obligations similar to the obligations of the Recipient under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to fund the Services to the date of termination and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (i) use or spend Funds; or
- (ii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful application of the Funds for the Services ;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors,

administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”  
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	<b>\$2,771,900.67</b>
<b>Expiry Date</b>	December 31, 2022
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p><b>Address:</b> 25 Grosvenor Street, 12<sup>th</sup> Floor Toronto ON M7A 2H3</p> <p><b>Attention:</b> Nithuzha Navendram, Community Safety Analyst</p> <p><b>Email:</b> <a href="mailto:Nithuzha.Navendram@ontario.ca">Nithuzha.Navendram@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> The Corporation of the City of London</p> <p><b>Address:</b> 300 Dufferin Avenue London ON N6A 4L9</p> <p><b>Attention:</b> Mr. Ian Collins Director, Financial Services</p> <p><b>Email:</b> ICollins@London.ca</p>

**SCHEDULE “C”  
PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2022.

The Project is the Recipient receiving the Funds and in turn providing the Funds to the London Police Services Board for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

**SCHEDULE “D”  
PERFORMANCE MEASUREMENT FRAMEWORK**

The Recipient agrees to collect and report back to the Province on the outcomes and performance indicators outlined below (on an annual reporting timeframe covering January 1, 2022 – December 31, 2022) in accordance with the reporting schedule outlined in Schedule E.

<b>Year 1 – 2022: Data Reporting</b>		
<b>Performance Measure</b>	<b>Indicator</b>	<b>Reporting Frequency</b>
Number of court appearances	Number of in-person court appearances conducted <b>(required)</b>	Annual
	Number of virtual court appearances conducted <b>(optional)</b>	
Number of full-time equivalent sworn police officers and special constables that are supporting prisoner transportation and or/ court security	Total number of full-time equivalent sworn police officers and special constables	Annual
	Total number of full-time equivalent sworn police officers and special constables that support prisoner transportation and or/court security	
	Total number of full-time equivalent sworn police officers and special constables that support prisoner transportation	
	Total number of full-time equivalent sworn police officers and special constables that support court security	
Number of prisoner transportation trips	Number of prisoner transportation trips conducted by full-time equivalent sworn police officers and special constables.	Annual

## SCHEDULE "E"

### PAYMENT PLAN AND REPORTING SCHEDULES

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The Funds in the amount of **\$2,771,900.67** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$692,975.17** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$692,975.17** will be paid to the Recipient, following the Province's receipt and approval of the 2021 Annual Financial Report (due April 15, 2022). *Subsequent payments will not be released until the Province has received and approved the 2021 Annual Financial Report.*
- C. Third Instalment: **\$692,975.17** will be paid to the Recipient by the end of September 2022.
- D. Final instalment: **\$692,975.16** will be paid to the Recipient by the end of December 2022.
- E. The Recipient must submit the 2022 Annual Financial and Performance Measurement Report (Schedule G) to the Province by April 15, 2023.

**SCHEDULE “F”  
COURT SECURITY AND PRISONER TRANSPORTATION  
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

Bill No.  
2022

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

A by-law to approve the Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF) between Her Majesty the Queen in right of Canada as represented by the Minister of Infrastructure and Communities and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: i) economic, social and environmental well-being of the municipality, including respecting climate change; and ii) financial management of the municipality;

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

1. The Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF): Wastewater Treatment Plant Flood Protection between Her Majesty the Queen in right of Canada as represented by the Minister of Infrastructure and Communities and The Corporation of the City of London (“Agreement”) attached as Schedule “A” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement substantially in the form of that authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure are hereby authorized to approve amending agreements to the Agreement provided it does not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and City Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Finance Supports, or their delegate, is hereby authorized to execute any financial reports required as a condition under the Agreement.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

## Schedule A

### CANADA – CORPORATION OF THE CITY OF LONDON DISASTER MITIGATION AND ADAPTATION FUND

#### AGREEMENT FOR WASTEWATER TREATMENT PLANT FLOOD PROTECTION PROJECT

This Agreement is made as of the date of last signature

**BETWEEN:**            **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as  
represented by the Minister of Infrastructure and Communities  
("Canada")

**AND**

**CORPORATION OF THE CITY OF LONDON**, incorporated pursuant to  
the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

#### RECITALS

WHEREAS the Government of Canada established the \$2 billion Disaster Mitigation and Adaptation Fund in Budget 2017;

*WHEREAS, the Minister of Infrastructure and Communities is responsible for the Disaster Mitigation and Adaptation Fund (the "Program");*

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Wastewater Treatment Plant Flood Protection Project ("the Project") which qualifies for support under the Program;

AND WHEREAS the Recipient is responsible to carry out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

### 1. INTERPRETATION

#### 1.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this subsection.

**"Agreement"** means this contribution agreement and all its schedules, as may be amended from time to time.

**"Agreement End Date"** means March 31, 2028.

**"Asset"** means any real or personal property or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-Owned Asset.

**"Asset Disposal Period"** means the period commencing from the Effective Date and ending twenty (20) years after the Project's Substantial Completion Date.

**"Communications Activity" or "Communications Activities"** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

**"Contract"** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

**"Declaration of Substantial Completion"** means a declaration in the form substantially prescribed in Schedule D (Declaration of Substantial Completion).

**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

**“Fair Value”** means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

**“Fiscal Year”** means the period beginning April 1 of a year and ending March 31 of the following year.

**“In-Kind Contributions”** means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

**“Joint Communications”** means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

**“Oversight Committee”** means the committee established pursuant to Section 5 (Oversight Committee).

**“Non-owned Asset”** means an Asset to which the Recipient does not hold the title and ownership.

**“Non-Owned Land Agreement”** means any agreement for real property between the Recipient and any land owner which provides the Recipient with the necessary rights or interest to access, manage, occupy, hold, use, modify or any other right or interest relating to real property for the purpose of or related to the Project or this Agreement.

**“Project”** means the project as described in Schedule B (Project Details).

**“Project Approval Date”** means October 13, 2020, which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

**“Project Component”** means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

**“Program”** means the Disaster Mitigation and Adaptation Fund Program.

**“Substantial Completion Date”** means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

## **1.2 ENTIRE AGREEMENT**

This Agreement, including the recitals, comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

## **1.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

## **1.4 SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

## **2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

## **3. OBLIGATION OF THE PARTIES**

### **3.1 COMMITMENTS BY CANADA**

- a) Canada agrees to pay a contribution to the Recipient of not more than 40 percent (40%) of the total Eligible Expenditures but only up to a maximum of nineteen million eight-hundred thousand dollars (\$19,800,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

### **3.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada's satisfaction and submitted to Canada *within six months of the Effective Date* and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on community employment benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per paragraph 8.1 c) Reporting.
- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period.
- h) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.5 (Set-off by Canada).
- i) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.
- j) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement.
- k) During the Asset Disposal Period the Recipient will:

- i. ensure that it has secured and will maintain title to and ownership of land or any necessary rights or interests with respect to land required to carry out the Project, including entering into and maintaining any Non-Owned land Agreement, and to operate, maintain, and repair the Assets.
- ii. ensure that any Non-Owned Land Agreement, and necessary rights or interests with respect to land that may be registered on title under the applicable provincial legislation are so registered and are in good standing; and,
- iii. inform Canada within thirty (30) business days of becoming aware of any material changes, breaches or termination in regard to any Non-Owned Land Agreement or any necessary rights or interests with respect to land related to any Assets, the Project or this Agreement.

### **3.3 APPROPRIATIONS AND FUNDING LEVELS**

- a) Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### **3.4 FISCAL YEAR BUDGETING**

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B2 (Project Components and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

### **3.5 INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

### **3.6 CONDITIONS PRECEDENT**

- a) *Condition*

*The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:*

- i. *The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.*

b) *Remedy*

*In the event that the Recipient is unable to meet the condition set out in paragraph 3.6 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.*

#### **4. THE RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

- a) The Recipient has the capacity and authority to enter into and execute this Agreement AS DULY AUTHORIZED BY BY-LAW XXXX, dated [DATE]
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient has the requisite power to own the Assets; or it will secure all necessary rights, interests, and permissions to carry out the Project during the Asset Disposal Period;
- d) The Recipient has obtained all necessary rights and permissions to carry out the Project and to operate, maintain and repair the Assets during the Asset Disposal Period;
- e) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- f) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- g) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement.
- h) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- i) The Recipient has not and will not make a payment or provide other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*.

#### **5. OVERSIGHT COMMITTEE**

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor Project risks and mitigation measures
- d) Monitor the progress of the Project as per described in Section 8 (Reporting);
- e) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

## **6. CONTRACT PROCEDURES**

### **6.1 AWARDING OF CONTRACTS**

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

### **6.2 CONTRACT PROVISIONS**

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) All applicable labour, environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

## **7. CLAIMS AND PAYMENTS**

### **7.1 PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make a payment until the conditions identified in subsection 3.6 (Conditions Precedent) have been met;
- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 8 (Reporting) and any audit requirements as required in Section 10 (Audit);
- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms to Canada title to and ownership of land or any necessary rights or interests with respect to land required for the Project in respect of that Asset.
- e) Canada will not pay any claims until the requirements under Section 20 (Aboriginal Consultations), are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

### **7.2 CLAIMS AND PAYMENTS**

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada. Each claim must include the following:
  - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
  - ii. a breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow);
  - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.

- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsections 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

### **7.3 DECLARATION OF SUBSTANTIAL COMPLETION**

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents;
- b) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

### **7.4 PAYMENT DEADLINE**

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than March 31st, 2028.

### **7.5 RETENTION OF CONTRIBUTION**

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Section 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

### **7.6 FINAL ADJUSTMENTS**

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

### **7.7 FINAL PAYMENT**

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

## **8. REPORTING**

### **8.1 PROGRESS REPORT**

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than every six (6) months. The progress report will be attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each progress report must include, at a minimum, the following information:
  - i. Project Title
  - ii. cost sharing breakdown, including Canada's contribution funding to the Project by Fiscal Year and any other sources of funding;
  - iii. construction start and end dates (forecast/actual);
  - iv. Project progress for the period;
  - v. an update on Project issues/risks, if any, and mitigation measures;
  - vi. an update on Project alignment to meet results as described in Schedule B, subsection 1.2; and
  - vii. confirmation of the Project's installed signage, if applicable.
- c) Expected and actual results related to community employment benefits for the Project will be included in a progress report on an annual basis.

### **8.2 FINAL REPORT**

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under paragraph 8.1. (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:

- i. the Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
- ii. total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
- iii. an attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;
- iv. reporting on community employment benefits and demonstrating that all environmental conditions and aboriginal consultation and accommodation requirements have been met;
- v. confirmation of the Total Financial Assistance in accordance with paragraph 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

## **9. INFORMATION MANAGEMENT**

The Recipient will use the Infrastructure Recipient Information System (IRIS), or a process designated by Canada, to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

## **10. AUDIT**

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.2 (Accounting Principles).
- c) The Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect to the Project for at least six (6) years after the Agreement End Date.

## **11. EVALUATION**

The Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

## **12. ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

## **13. COMMUNICATIONS**

### **13.1 COMMUNICATIONS PROTOCOL**

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.
- c) The Recipient acknowledges that the following may be made publicly available by Canada:
  - i. its name, the amount awarded by Canada, and the general nature of the Project; and
  - ii. any evaluation or audit report and other reviews related to this Agreement.

## **13.2 OFFICIAL LANGUAGES**

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public.
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities.

## **14. DISPUTE RESOLUTION**

The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

- a) If a contentious issue arises, it will be referred to the Oversight Committee. The Oversight Committee will examine it and, in good faith, attempt to resolve it, within thirty (30) business days from the receipt of notice.
- b) Where the Oversight Committee cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

## **15. DEFAULT**

### **15.1 EVENTS OF DEFAULT**

The following events constitute Events of Default under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) The Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) The Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

### **15.2 DECLARATION OF DEFAULT**

Canada may declare default if:

- a) One or more of the Events of Default occurs.
- b) Canada gave notice to the Recipient of the event which in Canada's opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

### **15.3 REMEDIES ON DEFAULT**

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) Terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;

- c) Require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) Terminate this Agreement.

## **16. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **16.1 DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### **16.2 LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) Any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) Any damage to, loss of, or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

### **16.3 INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) Any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) Any damage to or loss or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## **17. DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by the Parties, the Recipient will:
  - i) where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
  - ii) ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to the such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

## **18. GENERAL**

### **18.1 SURVIVAL**

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

### **18.2 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

### **18.3 DEBTS DUE TO THE FEDERAL CROWN**

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse Canada forthwith on demand.

### **18.4 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

### **18.5 SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

### **18.6 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

### **18.7 CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

### **18.8 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

### **18.9 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

### **18.10 ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

### **18.11 COUNTERPART SIGNATURE**

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "pdf" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

**18.12 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

**18.13 AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties.

**18.14 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

**18.15 NOTICE**

Any notice provided for under this Agreement may be delivered in person, sent by mail addressed to:

for Canada:

ASSISTANT DEPUTY MINISTER  
COMMUNITIES AND RURAL ECONOMIC DEVELOPMENT BRANCH  
INFRASTRUCTURE CANADA  
1100 - 180 Kent Street  
Ottawa, Ontario  
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

DEPUTY CITY MANAGER, ENVIRONMENT AND INFRASTRUCTURE  
THE CORPORATION OF THE CITY OF LONDON  
300 DUFFERIN AVENUE  
LONDON, ONTARIO  
N6A 4L9

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

**18.16 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

**18.17 GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of the Recipient.

**18.18 SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

**18.19 INTELLECTUAL PROPERTY**

- (a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- (b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

**19. ENVIRONMENTAL ASSESSMENT**

The Recipient represents and warrants that there are no requirements under applicable federal environmental and impact assessment legislation for the City of London Greenway and Adelaide Wastewater Plants Flood Protection Project.

## 20. ABORIGINAL CONSULTATIONS

Canada has determined that there is a legal duty to consult Aboriginal groups on the Project. The Recipient agrees that no site preparation, vegetation removal, or construction of the Project will occur, and Canada has no obligation to reimburse Eligible Expenditures, until Canada is satisfied that:

- a) Aboriginal groups have been consulted;
- b) A summary of consultation or engagement activities has been provided, including a list of Aboriginal group(s) consulted, concerns and issues raised, and the position(s) of the Aboriginal group(s);
- c) Accommodation measures, where appropriate, are being implemented by the Recipient and these costs may be considered Eligible Expenditures; and
- d) any other information has been provided that Canada may deem appropriate.

## SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure and Communities and on behalf of the Recipient by the Mayor of the Corporation of the City of London.

HER MAJESTY THE QUEEN IN RIGHT  
OF CANADA

CORPORATION OF THE CITY OF  
LONDON

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The Honourable Dominic LeBlanc, P.C.,  
Q.C., M.P.  
Minister of Intergovernmental Affairs,  
Infrastructure and Communities

---

Ed Holder  
Mayor of the Corporation of the City of  
London

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DATE

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DATE

CORPORATION OF THE CITY  
OF LONDON

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Michael Schultess  
City Clerk, Corporation of the City  
of London

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DATE

## **SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### **A.1. ELIGIBLE EXPENDITURES**

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
  - i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
  - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
    - 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
    - 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
    - 3. The arrangement is approved in advance and in writing by Canada.
  - iii. Costs of Aboriginal consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

### **A.2 INELIGIBLE EXPENDITURES**

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date except for expenditures associated with greenhouse gas assessments as per paragraph A.1.a).
- b) Expenditures incurred for cancelled Projects.
- c) Expenditures of relocating entire communities.
- d) Costs for and associated with the acquisition of land.
- e) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs, unless in accordance with the requirements described in Schedule A.1.a)ii;
- f) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.a)ii;
- g) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys).
- h) Any goods and services costs which are received through donations or in-kind.
- i) Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates.
- j) Expenditures associated with operating expenses and regularly scheduled maintenance work.
- k) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project.
- l) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental Assessment and Aboriginal consultation obligations have been met and continue to be met; and
- m) Expenditures related to all emergency services infrastructure.

## SCHEDULE B – PROJECT DETAILS

### B1. Project Description:

The Project involves the construction of works to protect two Wastewater Treatment Plants (WWTP) in London Ontario, specifically Greenway WWTP (Asset A) and Adelaide WWTP (Asset B), from the impacts of flooding events in the Thames River. Both plants are situated in close proximity to the Thames River and are within the projected flood plain. Flooding events are expected to become more significant and more frequent with the effects of climate change.

The assets that will be constructed at each WWTP to provide flood protection are as follows:

- i. A physical barrier, constructed to keep high river levels from inundating the plant infrastructure, causing damage to infrastructure and equipment, and potentially rendering the plant inoperable for significant lengths of time; and
- ii. An effluent pumping station which allows full treatment processes to continue in the event that elevated river levels inhibit the free flow of wastewater through and out of the plant.

The Project will include the necessary public consultation, detailed design, construction, contract administration, specialized consultant and contractor services activities, equipment and appurtenance purchase and other such related activities as required to construct and enable operation of the aforementioned flood protection assets.

#### B1.1 Project Objective:

This project increases the resilience of critical wastewater infrastructure to the effects of climate change by protecting it from floods from the Thames River. This will ensure continued effective wastewater treatment operations even during extreme flooding events.

#### B1.2 Expected Results at Project completion:

##### A: Greenway WWTP

- i. Flood Control Barrier
- ii. Effluent Pumping Station

##### B: Adelaide WWTP

- i. Flood Control Barrier
- ii. Effluent Pumping Station

Expected Outputs and immediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	A. i: 0 ii: 0  B. i: 0 ii: 0	A. i: 1 ii: 1  B. i: 1 ii: 1	
	Expected lifecycle of newly built or improved infrastructure Assets (years)	A. i: N/A ii: N/A  B. i: N/A ii: N/A	A. i: 100 years ii: 75 years  B. i: 100 years ii: 75 years	
	Performance of newly built or improved infrastructure Assets (ex. m <sup>3</sup> )	A. i: N/A  ii: N/A	A. i: 1 in 100 year flood ii: Meet or exceed peak flow	

			capacity of each WWTP (~1.2 m <sup>3</sup> /s)	
		B. i: N/A  ii: N/A	B. i: 1 in 100 year flood  ii: Meet or exceed peak flow capacity of each WWTP (~6 m <sup>3</sup> /s)	
Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	< 5%	< 5%	
	Percentage of local economic losses per hazard	> 5%	< 2%	
	Percentage of population without essential services during hazard	> 20%	< 2%	
	Number of missing people/lives lost	Unknown	Unknown	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	\$0	\$191,666,667 (Total Damages during the average asset lifecycle of 75 years)	
<b>Minimum Federal Requirements</b>	<p>All projects under the DMAF must meet the following federal requirements:</p> <p>a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>.</p> <p>b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws.</p>			

### B1.3 Boundaries:

Project Component	Midpoint km	Project Component Mid-Points	
		CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
1	0	42°58'30"	81°16'54"
2	0	43°00'58"	81°14'52"



**B2. Project Components and Cashflow**

Project Components	Estimated Expenditures			Forecast						
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year						
2021/22				2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	
Project Cost	\$49,500,000	\$49,500,000	\$19,800,000	\$0	\$4,040,000	\$4,000,000	\$10,000,000	\$1,760,000	\$0	\$0
<b>Total</b>	\$49,500,000	\$49,500,000	\$19,800,000	\$0	\$4,040,000	\$4,000,000	\$10,000,000	\$1,760,000	\$0	\$0

**B3. Total Financial Assistance: \$49,500,000**

Recipient: \$29,700,000

Canada: \$19,800,000

Other contributors: \$ 0

## **SCHEDULE C – COMMUNICATIONS PROTOCOL**

### **C.1 PURPOSE**

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### **C.2 GUIDING PRINCIPLES**

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

### **C.3 GOVERNANCE**

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

### **C.4 PROGRAM COMMUNICATIONS**

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.

- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

## **C.5 INDIVIDUAL COMMUNICATIONS**

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). The guidelines for how this recognition is to appear and language requirements are published on Infrastructure Canada's website (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).
- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with the Project name and location.

## **C.6 OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

## **C.7 SIGNAGE**

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per subsection 8.1 b) (Progress Report).

## **C.8 ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

## SCHEDULE D – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Infrastructure and Communities, and the Recipient, as represented by \_\_\_\_\_(Name), concerning the Wastewater Treatment Plant Flood Protection Project.

I, \_\_\_\_\_(Name), of the City of London, Ontario, declare as follows:

1. I hold the position of \_\_\_\_\_with the City of London and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
  
2.
  - a) I have received the following documents for the Wastewater Treatment Plant Flood Protection Project:
    - i. [LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.] signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer) for the Project.
    - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]
  
  - b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that the Project:
    - i. has been substantially completed, as described in Schedule B.1 (Project Description) of the Agreement, dated on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_;
    - ii. was carried out between the dates \_\_\_\_\_ (start date) and \_\_\_\_\_ (Substantial Completion Date).
  
- [Insert #3, if applicable:]*
3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the [applicable environmental review or assessment e.g., *Impact Assessment Act, 2019, or Northern Regime*]:
  - i. [LIST NAME OF RELEVANT DOCUMENT(S)] signed by \_\_\_\_\_ (Name), an \_\_\_\_\_ .
  - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]
  
4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at \_\_\_\_\_ (City), in \_\_\_\_\_ (Province/Territory) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Bill No. 162  
2022

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

A by-law to amend the Airport Road South  
Business Park Urban Design Guidelines.

WHEREAS the London Plan for the City of London Planning Area – 2016 includes policies for design guidelines for specific areas, or for the city as a whole, to provide further detailed guidance for the implementation of the City Design policies and for setting out design standards and performance criteria that may be imposed upon the approval of development;

AND WHEREAS the Airport Road South Business Park Urban Design Guidelines are design guidelines pursuant to Policy 195\_ of the London Plan for the City of London Planning Area - 2016;

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

1. The amendment to the Airport Road South Business Park Urban Design Guidelines, as attached hereto and forming part of this by-law, is adopted.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

## **AMENDMENT NO. 1**

**to the**

### **AIRPORT ROAD SOUTH BUSINESS PARK URBAN DESIGN GUIDELINES**

#### **A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is:

1. To add a policy in Section 5.1.1 – Guidelines for Building Design, Subsection 3. of the Airport Road South Business Park Urban Design Guidelines to increase the height limits.

#### **B. LOCATION OF THIS AMENDMENT**

1. This Amendment applies to lands located at 2520-2544 Advanced Avenue, 2475-255 Bonder Road and 2560-2580 Boyd Court in the City of London.

#### **C. BASIS OF THE AMENDMENT**

Based on emerging trends where it may be beneficial and/or necessary to build-up, rather than build-out, height limits are to be increased to permit heights above 4-stories to provide greater flexibility to support business attraction and retention and reduce potential obstacles for industrial development and the need for additional planning approvals

#### **D. THE AMENDMENT**

The Official Plan for the City of London is hereby amended as follows:

1. Section 5.1.1 – Guidelines for Building Design, Subsection 3. of the Airport Road South Business Park Urban Design Guidelines is amended by adding the following:

For lands bounded by Fekete Woods and Stormwater Management Facilities to the north, the City of London/Municipality of Thames Centre boundary to the east, Bradley Avenue to the south, and Veterans Memorial Parkway to the west, increased height limits above 4-stories are permitted.

Bill No. 163  
2022

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

A by-law to approve The Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program) with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing; and to delegate authority to execute the Agreement.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. (a) The Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program), between Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing, and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, (the Homelessness Prevention Program "HPP Transfer Payment Agreement"), is authorized and approved.

(b) The Mayor and City Clerk are authorized to execute the HPP Transfer Payment Agreement approved in section 1.

2. The Deputy City Manager, Social and Health Development, or their written designate, is delegated authority to approve and execute any further Amendments to the HPP Transfer Payment Agreement if the Amendments are substantially in the form of the HPP Transfer Payment Agreement approved in section 1.

3. The Deputy City Manager, Social and Health Development, or their written designate, is delegated the authority to undertake all the administrative, financial and reporting acts (including signing authority) associated with the HPP Transfer Payment Agreement and any Amendments, including but not limited to: investment plans and amendments to investment plans, application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required; provided that the monetary amounts do not exceed the maximum amount of Ontario's contribution specified in the HPP Transfer Payment Agreement that are necessary in connection with the HPP Transfer Payment Agreement approved in section 1.

4. With respect to Operating Service Categories only, it is confirmed that the Deputy City Manager, Social and Health Development, or their written designate, has the powers as set out in section 2 of By-law A.-7924-5, being the authority to execute the Municipal Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved in that by-law, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council.

5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading - April 12, 2022  
Second Reading - April 12, 2022  
Third Reading - April 12, 2022

**MULTI-PROGRAM ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the 1st day of April, 2022 (the “**Effective Date**”)

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the “**Province**”)

**- and -**

**The Corporation of the City of London**

(the “**Recipient**”)

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 The Agreement, together with:

Schedule “A” - General Terms and Conditions,

and in respect of each Program funded under this Agreement,

Schedule “B” - Program Specific Information and Additional Provisions

Schedule “C” - Program

Schedule “C-1” Capital Component

Schedule “C-2” Program Guidelines

Schedule “D” - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the provisions in Schedule “A” and the provisions of any other Schedule, the following rules will apply:

- (a) the Parties will interpret any other Schedule in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the other Schedule in a way that is consistent with the provisions in Schedule “A”, the other Schedule will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS & E-SIGNATURES**

3.1 This Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Programs and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Programs; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

Title:

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means, in respect of a Program, the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Annual Funding Allocation”** in respect of each Funding Year, means the amount that the Province notionally allocates to the Recipient for a Program.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Capital Component”** means the component of the Program governed by Schedule “C-1” and the Program Guidelines.

**“Community Homelessness Prevention Initiative”** means the Service Manager Service Agreement entered into by the Province and the Recipient effective as of January 1, 2013.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the date on which the Agreement will expire and is the latest date set out in Schedule “B” in respect of a Program funded under this Agreement.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Home for Good”** means the Ontario Transfer Payment Agreement entered into by the Province and the Recipient, if applicable.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Investment Plan”** means an Investment Plan substantially in the form of Appendix “A” to Schedule “D.”

**“Maximum Funds”** means, in respect of a Program, the maximum Funds set out in Schedule “B.”

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the Program described in Schedule “C”, Schedule C-1” and Schedule “C-2”.

**“Program Guidelines”** means the guidelines for the Program attached as Schedule “C-2”, as amended by the Province from time to time, and any future supplementary guidelines for the Program issued by the Province.

**“Program End Date”** means, in respect of a Program, the date on which the Program will terminate as set out Schedule “B”.

**“Proponent”** means any recipient of Funds pursuant to an agreement with the

Recipient.

“**Reports**” means the reports described in Schedule “D”.

“**Strong Communities Rent Supplement Program**” means the Memorandum of Understanding entered into by the Province and Recipient, if applicable.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of a Program, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 and Governance.** The Recipient represents, warrants and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively.
- (e) procedures to enable the Recipient to complete each Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the

Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0 or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will, in respect of each Program:

- (a) make a notional allocation of funding for each Funding Year
- (b) provide the Recipient up to the Maximum Funds for each Funding Year for the purpose of carrying out the Program;
- (c) provide the Funds to the Recipient in accordance with the payment plan set out in the Program Guidelines attached as Schedule "C-2" to the Agreement; and
- (d) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds in respect of any Program until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Programs or any Program; or
  - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry out the Programs.** The Recipient will, in respect of each Program, do all of the following:

- (a) comply with the Program Guidelines and all Notices provided by the Province;
- (b) carry out the Program in accordance with the Agreement, including the Program Guidelines and any Notice provided by the Province;
- (c) use the Funds only for the purpose of carrying out the Program;
- (d) spend the Funds only in accordance with the Agreement, including the Program Guidelines;
- (e) use the Funds provided for administration costs only to offset the costs of performing tasks under the Program; and
- (f) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

## **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out each Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article 6.0, a conflict of interest includes any circumstances where, in respect of each Program:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## A7.0 REPORTS, ACCOUNTING AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to each Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to each Program.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon

the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Projects, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Programs; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in

connection with each Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Programs would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate any Program and/or the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient. If the Province gives such Notice in respect of a Program, it may require the Recipient to take reasonable steps within the Notice period to wind down the Program.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Programs and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If pursuant to section A12.2(c), the Province determines that the costs to wind down the Programs exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out any Program;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) there is a breach by any Proponent of any Program related agreement between it and the Recipient.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement or a Program at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds provided for the Funding Year as provided for in the Program Guidelines, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON PROGRAM END DATE AND EXPIRY OF AGREEMENT**

**A15.1 Funds Upon Program End Date.** In respect of each Program, the Recipient will, upon the Program End Date, return to the Province any Funds remaining in its possession or under its control.

**A15.2 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an

- amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario. To the extent any debt is owing by the Recipient under this Agreement in respect of a Program, that debt may be deducted from any debt owing by the Province to the Recipient under this Agreement in respect of the same or any other Program.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or by fax.

**A17.4 Notice of Proponent’s Breach.** If the Proponent breaches any Program related agreement between it and the Recipient, the Recipient shall immediately

provide Notice of the breach to the Province.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Recipient will in any agreement that it enters into in connection with its obligations hereunder shall require the other party to acknowledge that the Recipient is not an agent of the Province of Ontario and cannot bind the Province.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 AMENDMENT BY NOTICE**

A28.1 **Amendment by Notice.** The Province may issue amended, updated and/or supplementary Program Guidelines from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any such amended and/or updated Program Guidelines to the Recipient by Notice.

## **A29.0 SURVIVAL**

A29.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section 2.1(a), section A4.2(d), section A4.5, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.0 and Article 29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**Homelessness Prevention Program**

**SCHEDULE “B”**

**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	For each Funding Year, the amount of the Annual Funding Allocation
<b>Program End Date</b>	Subject to termination rights in Article A11.0, A12.0 and A13.0 of the Agreement, the date indicated in a Notice provided by the Province to the Recipient as being the Program End Date.
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing</p> <p><b>Address:</b> 777 Bay Street, 14<sup>th</sup> Floor, Toronto, ON M7A 2J3</p> <p><b>Fax:</b></p> <p><b>Email:</b> Sebastian.Franks@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

1. The following provisions are added as Additional Provisions.

**30.0 PROGRAM OVER BUDGET**

**30.1 Program Over Budget.** The Recipient acknowledges that should Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Program.

**31.0 BY-NAME LISTS**

**31.1 By-Name Lists.** The Parties acknowledge that, as described in Schedule C-2, the Province intends to issue supplementary guidelines for the Program, pursuant to section A28.1, that provide new By-Name List requirements that will build on the current requirements.

**32.0 STATUS OF OTHER PROVINCIAL PROGRAMS**

**32.1 Termination of Home for Good.** If the Recipient entered into Home for Good with the Province, Home for Good is automatically terminated on the Effective Date of this Agreement.

**32.2 Home for Good – Service Manager Program Delivery.** If the Recipient entered into Home for Good with the Province for Service Manager Program Delivery, the following provisions apply in addition to section 32.1:

- (a) Despite termination, the Province will continue to provide Funds to the Recipient for the Capital Component in accordance with the Affordability Payment Schedule(s) as defined and set out in Home for Good; and
- (b) The Articles and sections in Article A29.0 (Survival) and sections in section 30.7 (Survival) of Schedule “B” of Home for Good will continue in full force and effect until the Province has made the last payment under the Affordability Payment Schedule and the Recipient has submitted the final Annual Occupancy Report as defined in Home for Good, to the Province’s satisfaction.

**32.3 Home for Good – Direct Delivery.** If the Recipient entered into Home for Good with the Province for Direct Delivery with an Effective Date of March 31, 2020, the following provision applies in addition to section 32.1:

- (a) Despite termination, the Articles and sections in Article A29.0 (Survival) and any additional sections regarding survival in Schedule “B” will continue in full

force and effect for a period of seven years from the last day of the Affordability Period as defined and set out in Home for Good.

- 32.4 Termination of Community Homelessness Prevention Initiative.** The Community Homelessness Prevention Initiative is automatically terminated on the Effective Date of this Agreement. Despite termination, the Recipient will continue to confirm that projects funded under the Capital Funding – New Facilities component of the Social Services Relief Fund Phases 2 and 4 continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion.
- 32.5 Termination of Strong Communities Rent Supplement Program.** If the Recipient entered into Strong Communities Rent Supplement Program with the Province, Strong Communities Rent Supplement Program is automatically terminated on the Effective Date of this Agreement. Despite termination, sections 4.8 and 4.9 of the Strong Communities Rent Supplement Program will continue in full force and effect until the submission of the Recipient’s final report. The Recipient is required to submit the final report for Strong Communities Rent Supplement Program in a form determined by the Province by June 30, 2022.

### **33.0 SURVIVAL**

- 33.1 Survival.** The following sections, and all applicable cross references, schedules and appendices will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 30 and 31, and Section 4 of Schedule “C.”

## **Homelessness Prevention Program**

### **SCHEDULE “C”**

#### **PROGRAM**

#### **Background**

The Homelessness Prevention Program (HPP) is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing programs beginning April 1, 2022. The HPP combines the former Community Homelessness Prevention Initiative, Home for Good, and the Strong Communities Rent Supplement Program programs into one new program. The new Homelessness Prevention Program aims to prevent, address and reduce homelessness.

#### **1. Investment Plan.**

- (1) The Recipient shall develop and submit to the Province for approval an Investment Plan prior to April 1<sup>st</sup> of each Funding Year.
- (2) The Investment Plan must be approved by the Recipient’s council, through delegated authority or by the Board, as applicable.
- (3) The Investment Plan shall contain, among other things, the following information for the Funding Year:
  - (a) the amount of Funds projected to be used quarterly under each service category, as defined in the Program Guidelines;
  - (b) the number of units that are expected to be created and retrofitted and the number of households that are expected to be assisted under each service category
  - (c) the number of households that are expected to be assisted under each service category activity, as defined in the Program Guidelines;
  - (d) the amount of Funds to be used under each service category activity;
  - (e) the amount of Funds that will be used for administration costs and a rationale for the proposed use of administration funding; and
  - (f) additional details as requested by the Province.
- (4) The Province will provide Notice of its decision with respect to the approval of the Investment Plan with such amendments as the Province considers appropriate within a reasonable amount of time.

- (5) The Recipient acknowledges that the Province will use the Investment Plan to track the Recipient's progress against its Annual Funding Allocation for the Program.

2. **Updates to the Investment Plan.**

- (1) As reflected in Schedule "D", the Recipient shall update its Investment Plan on a quarterly basis and submit the updates to the Province.
- (2) Updates will include the Recipient's progress against its Annual Funding Allocation and the actual number of households assisted under each spending category.
- (3) The most recently reviewed update to the Investment Plan will be deemed to replace the previously reviewed update to the Investment Plan with respect to ongoing payments.
- (4) If changes in operating and capital funding are required, the Recipient must submit a business case to the Ministry for approval.

3. **Approvals.** With the exception of the initial payment in each Funding Year by the Province to the Recipient, the Investment Plan must be approved by the Province before the Recipient is entitled to receive any Funds in accordance with the plan, unless directed otherwise by the Province in writing.

4. **Adjustment.** For greater certainty, despite section A4.1 of Schedule "A", in order to more accurately reflect the Recipient's anticipated need for Funds, the Province may reduce the amount of the Funds to be provided and any instalment of Funds, based upon a failure to spend any part of the Annual Funding Allocation in the relevant Funding Year and/or the spending forecasts submitted by the Recipient under this Agreement.

5. **Administration Costs.** In the 2022-23 Funding Year, the Recipient may apply to use up to seven and a half per cent (7.5%) of its Annual Funding Allocation for the costs of administering the Program through the Investment Plan and updates to the Investment Plan. Starting in the 2023-24 Funding Year, and for subsequent Funding Years, the Recipient may apply to use up to five per cent (5%) of its Annual Funding Allocation for the costs of administering the Program.

## Homelessness Prevention Program

### SCHEDULE "C-1" CAPITAL COMPONENT

#### 1. Interpretation.

- (1) In this Schedule "C-1", capitalized terms have the meaning given to them in Schedule "A" and the following terms shall have the following meanings:

**"Affordability Period"** means for Supportive Housing Projects either:

- a) the twenty (20) year period following the Occupancy Date of a New Facilities Project; or,
- b) the ten (10) year period following the Completion Date of a Retrofit Project.

**"Commitment"** means a conditional commitment to provide Funding to a Proponent for either:

- a) the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project under a Contribution Agreement; or,
- b) the retrofit of an approved Retrofit Project under a Funding Agreement.

**"Completion Date"** means the date of substantial completion of the Development Activities for a Project.

**"Conditional Letter of Commitment"** means a letter issued by the Province confirming approval of a New Facilities Project.

**"Contribution Agreement"** means an agreement entered into by the Recipient and a Proponent for the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project and for Funding for the approved Project.

**"Development Activities"** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property.

**"Emergency Shelter Solutions"** means emergency shelters and the services and supports offered in emergency shelters that provide relief or protect people

who are experiencing homelessness.

**“Funding Agreement”** means an agreement signed by the Service Manager and Proponent that is approved for contributions for a Retrofit Project.

**“Intended Use”** means the intended use of the Project once it is complete, as set out in the Project Information Form for the Project.

**“Intended Use Period”** means:

- (a) the minimum twenty (20) year period following the Completion Date for an Emergency Shelter Solutions New Facilities Project;
- (b) the minimum ten (10) year period following the Completion Date for an Emergency Shelter Solutions Retrofit Project; or
- (c) the minimum ten (10) year period following the Completion Date for a Supportive Housing Project during which support services shall be provided.

**“New Facilities Project”** means one of the following to create additional Emergency Shelter Solutions spaces or Supportive Housing Units:

- (a) acquisition of buildings that would be converted/upgraded;
- (b) conversion of an existing property and/or expansion of an existing facility; or
- (c) conventional or modular construction.

**“Occupancy Date”** means the date on which occupancy of all Units in a New Facilities Project is permitted.

**“Permitted Encumbrances”** means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect the New Facilities Project approved by the Recipient, (ii) if the New Facilities Project is to be added to, or part of, a building with an existing mortgage, the existing mortgage on the building up to the amount owing under it prior to putting the construction, acquisition, rehabilitation and/or conversion financing in place (iii) any necessary easements for the supply of domestic utility or telecommunications services to the New Facilities Project or adjacent properties, (iv) any necessary easements for drainage, storm or sanitary sewers, public utility lines, or other services which

do not materially affect the use of the property as residential dwellings; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, and (vi) any registered restrictions that run with the land providing such are complied with.

**“Project”** means either a New Facilities Project or a Retrofit Project.

**“Project Information Form”** means the form submitted by the Recipient to the Province for consideration of a Project.

**“Retrofit Project”** means an Emergency Shelter Solutions or Supportive Housing Project to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made.

**“Supportive Housing”** means a combination of housing assistance with individualized and flexible support services to enable people to live as independently as possible in their community.

**“Unit”** means a unit of Supportive Housing including self-contained residential dwellings, multi-bedroom units which are used for congregate living, and disabled/accessible units.

2. References in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

## **NEW FACILITIES PROJECTS**

3. **Proposed New Facilities Projects.** The Recipient shall submit to the Province a Project Information Form for each New Facilities Project that it would like funded. The Project Information Form must be approved by the Recipient’s council, through delegated authority or by the Board, as applicable. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.
4. **New Facilities Project Eligibility.** Each New Facilities Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
  - (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;

- (b) the New Facilities Project must have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process;
  - (c) the New Facilities Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;
  - (d) the New Facilities Project must meet current Ontario Building Code requirements;
  - (e) the completed New Facilities Project must comply with the Program Guidelines; and
  - (f) the Recipient must have a plan in place to ensure that the New Facilities Project will be used for its Intended Use for the entire Intended Use Period.
5. **Conditional Letter of Commitment.** If the Province approves the New Facilities Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
6. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the New Facilities Project which may affect how the Project will be used.
7. **Contribution Agreement.** Following the approval of each New Facilities Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the New Facilities Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
8. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved New Facilities Project, the Recipient shall:
    - (a) ensure that the Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs in full; and
    - (b) confirm to the Province the source and availability of adequate ongoing funding for any acquisition of property or Development Activities for the New Facilities Project and the support services that will be made available to the public through the Project once complete.
  - (2) The Recipient shall ensure that the Contribution Agreement with each Proponent requires the Proponent to comply with the requirements of the Program, and, if the New Facilities Project involves Development Activities, includes obligations

to:

- (a) complete the construction of the approved Project within construction budgets and financing approved by the Recipient and required timelines;
- (b) ensure that until construction of the approved Project is complete (i) all claims for lien registered against the Project(s) are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital or operating debt related to the Project without the Recipient's consent (iii) the Project(s) are not encumbered by any registered encumbrances other than Permitted Encumbrances, (iv) the Proponent remains in good standing under the Permitted Encumbrances and (v) any work orders issued against the Project(s) by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;
- (c) obtain all the insurance a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance, and all other the insurance required by Schedule "A" to this Agreement read as if it applied to the Proponent, and including:
  - (i) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction projects, including a negotiated sub-limit for earthquake and flood. The policy must include the following:
    1. replacement cost value;
    2. stated amount of co-insurance;
    3. waiver of subrogation; and
    4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (ii) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. The policy must include the following:
    1. repair and/or replacement value;
    2. stated amount co-insurance;
    3. waiver of subrogation; and
    4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (iii) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit per occurrence and products and completed operations aggregate that a reasonably prudent person undertaking such a Project would

obtain. The insurance shall be in the joint names of the Recipient, the Indemnified Parties, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Recipient may require to be added as insured parties. The policy must include the following:

1. premises and operations;
2. owner's and contractor's protective liability;
3. broad form products and completed operations liability;
4. cross liability;
5. blanket written and oral contractual liability;
6. all risks tenant's legal liability;
7. hoist liability;
8. firefighting and forest fire fighting expense liability;
9. employer's liability and voluntary compensation;
10. non-owned automobile liability;
11. directors, officers, employees, shareholders, the Recipient and the Indemnified Parties added as insureds and/or additional insureds;
12. shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
13. sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
14. thirty (30) days written notice of cancellation.

(iv) Valid coverage and clearance certificates of coverage under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA") for all persons working on the Project(s);

- (d) provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
- (e) use its property insurance proceeds to repair or rebuild the Project(s) in the event of damage to all or part of them;
- (f) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
- (g) refund to the Recipient any misused funds; and

- (h) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
- (3) The Recipient agrees that, where it is to be the owner of a New Facilities Project, the provisions of subsection 8(2) apply to it with the necessary changes.
  - (4) The Recipient shall ensure that each Contribution Agreement contains provisions to the effect that,
    - (a) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the Province's undertakings are insufficient for all of the Province's undertakings; and
    - (b) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".
9. **Contribution Agreement Deadline.** No Contribution Agreement under this Schedule can be signed after November 30 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
  10. **Intended Use.** The Recipient shall ensure that each completed New Facilities Project is used for its Intended Use for the entire Intended Use Period.
  11. **Disposition of Acquired Facilities.** For Emergency Shelter Solutions New Facilities Projects acquired by the Recipient for the purposes of the Program, the Recipient may dispose of the Project after the expiry of the Intended Use Period, or at an earlier date if the Recipient is of the view that the Project is no longer needed for its Intended Use, provided that the Recipient has complied with the Program Guidelines, including this Schedule "C-1", and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.

## RETROFIT PROJECTS

12. **Proposed Retrofit Projects.** The Recipient shall submit to the Province a Project Information Form for each Retrofit Project that it would like funded. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.

13. **Retrofit Project Eligibility.** Each Retrofit Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
- (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;
  - (b) the Retrofit Project must meet current Ontario Building Code requirements;
  - (c) the completed Retrofit Project must comply with the Program Guidelines; and
  - (d) the Recipient must have a plan in place to ensure that the Retrofit Project will be used for its Intended Use for the entire Intended Use Period.
14. **Funding Conditions.**
- (1) The Recipient shall ensure that the Funding Agreement with each Proponent requires the Proponent to comply with the requirements of the Program and includes obligations to:
    - (a) complete the Development Activities within construction budgets and financing approved by the Recipient and required timelines;
    - (b) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
    - (c) refund to the Recipient any misused funds; and
    - (d) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
  - (2) The Recipient agrees that, where it is to be the owner of a Retrofit Project, the provisions of subsection 14(1) apply to it with the necessary changes.
  - (3) The Recipient shall ensure that each Funding Agreement contains provisions to the effect that,
    - (c) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the

Province's undertakings are insufficient for all of the Province's undertakings; and

- (d) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".

- 15. **Funding Agreement Deadline.** No Funding Agreement under this Schedule can be signed after December 31 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 16. **Intended Use.** The Recipient shall ensure that each completed Retrofit Project is used for its Intended Use for the entire Intended Use Period.

#### **ALL PROJECTS**

- 17. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
- 18. **Acknowledgement.** The Recipient acknowledges that the requirements in this Schedule "C-1" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
- 19. **Monitoring.** The Recipient shall monitor the construction of all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Contributions Agreement or Letter of Agreement and the Program Guidelines, including this Schedule "C-1".
- 20. **Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed and/or retrofitted by Proponents(s) within budgets and financing approved by the Recipient.
- 21. **Construction Start.** The Recipient shall use its best efforts to ensure that construction for each approved Project commences within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project has not commenced within those timelines or the end of the extended period, whichever is applicable, the Recipient or the Province may cancel the Funds for the Project.
- 22. **Construction Completion.** Construction for each approved Project must be completed within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project is not completed by that date, the Province may cancel the Funds for the Project.

23. **Confirmation of Construction Start.** The Recipient shall provide the Province with a completed Confirmation of Construction Start at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
24. **Proof of Completion.** The Recipient shall provide the Province with proof that that the Project is complete and may be used for its Intended Use.
25. **Enforcing Contribution Agreement and Letter of Agreement.** The Recipient shall, after consultation with and if required by the Province, use its best efforts to enforce the terms of all Contribution Agreements, Letters of Agreement and Security.
26. **Proof that Units Can be Occupied.** The Recipient shall, at the request of the Province, provide the Province with proof that occupancy of all Units in a completed New Facilities Project is permitted.
27. **Initial Occupancy Report.** Upon initial occupancy of a completed Supportive Housing Project, the Recipient shall obtain and validate from each Proponent, the Project Initial Occupancy Report, as described in Schedule "D", and submit it to the Province.
28. **Annual Occupancy Reports.** During the period between the Occupancy Date of each completed Supportive Housing Project and the end of the Affordability Period, the Recipient shall obtain annually from each Proponent a completed Annual Occupancy Report as described in Schedule "D" and submit it to the Province.
29. **Notices.** The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:
  - (a) a request by a Proponent to transfer responsibility for an approved Project to another entity;
  - (b) any failure by the Proponent to carry out Development Activities which threatens the completion of an approved Project;
  - (c) if the construction, acquisition, rehabilitation and/or conversion of an approved Project has not commenced within ninety (90) days of the date of the Commitment for the Project;
  - (d) any substantial breach by the Proponent of its Contribution Agreement or Letter of Agreement with the Recipient;
  - (e) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any

proposal or making any assignment for the benefit of creditors or any arrangement or compromise;

- (f) the appointment of a receiver or a receiver and manager for all or a portion of an approved Project;
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets;
- (h) if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed within the timelines outlined in the Program Guidelines; and
- (i) any significant changes to a Proponent's business structure.

**30. Additional Events of Default.**

- (1) If,
  - (a) a Proponent does not complete construction, acquisition, rehabilitation and/or conversion of an approved Project;
  - (b) a Proponent ceases to use the Project for its Intended Use during the Intended Use Period;
  - (c) a Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated by the Project Information Form; or
  - (d) one of the events referred to in section 29 has occurred in relation to a Proponent,

the Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of that Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding.

- (2) For greater certainty, the above rights are in addition to any other rights the Province may have under the TPA and any other rights the Province may have at law.

**31. Signage.**

- (1) For Projects approved by the Province to receive \$100,000 or greater of Funds, a sign must be present at the construction site at all stages including before

construction work starts and throughout construction unless directed otherwise by the Province in writing.

- (2) The Recipient is responsible for removing the signage within six months of the completion of the project.
- (3) The Province must provide to the Recipient digital artwork and any guidelines that the Recipient must use to create the signage.
- (4) The Recipient must provide the Province with photographs of the signage once it is on display.
- (5) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments.

**32. Affordability Requirements.** The Recipient acknowledges and agrees that the Rental Protocol set out in Appendix "A" to this Schedule applies to all Supportive Housing Projects by virtue of the contractual terms of this Agreement, whether or not the Rental Protocol applies to Supportive Housing Projects under the Residential Tenancies Act, 2006, and shall ensure that the Proponent agrees in writing that Appendix "A" to this Schedule applies to its Supportive Housing Project(s).

## Homelessness Prevention Program

### APPENDIX "A" RENTAL PROTOCOL

#### 1. DEFINITIONS

1.1 In this Appendix "A", unless the context requires otherwise,

**"Average Market Rent"** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Annual Market Rent Survey or as determined by the Minister, based on available data in areas where there is no or insufficient information from the CMHC Average Market Rent Survey; and

when used in this Appendix "A", the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Appendix "A", in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

#### 2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Supportive Housing Project in excess of the affordable rent permitted under this Appendix "A" nor increase any rent charged for a Unit except as permitted in this Appendix "A".

#### 3. RENTS

3.1 The weighted average rent of all Units in:  
(a) a Supportive Housing New Facilities Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of Average Market Rents in the geographical area.

- (b) a Supportive Housing Retrofit Project for which Program Funds have been utilized shall not exceed one hundred per cent (100%) of Average Market Rents in the geographical area.
- 3.2 If rent supplements or housing allowances are used for Program funded units to provide deeper affordability for tenants, the Recipient shall ensure that the total rent received by a Proponent, including rent for a tenant and any rent supplement from a service manager or other party, shall not exceed one hundred per cent (100%) of Average Market Rent for units of a similar type in the geographical area.

#### 4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase; or
  - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Supportive Housing Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, applies to the Supportive Housing Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "A".
- 4.3 For Supportive Housing New Facilities Projects, subject to the *Residential Tenancies Act, 2006*, or any successor legislation from the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may apply to the Recipient to increase Unit rents to an amount not to exceed Average Market Rent for units of a similar type in the geographical area.

## **5. EXCEPTION**

- 5.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "A" respecting rent increases during the Affordability Period, where the Recipient implements income verification of tenants following the initial occupancy of a Unit, the Recipient may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Supportive Housing Project does not exceed the permitted rents for the Supportive Housing Project.

## **6. AFTER AFFORDABILITY PERIOD**

- 6.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Supportive Housing Project to new tenants at rents agreed to by the Proponent and the new tenants.

**Homelessness Prevention Program**

**SCHEDULE "C-2"  
PROGRAM GUIDELINES**

**SEE ATTACHED**

**Homelessness Prevention Program**

**SCHEDULE “D”**

**REPORTS**

<b>Name of Report</b>	<b>Due Date</b>
1. Investment Plan	In accordance with Schedule “C-2”.
2. Updates to Investment Plan	In accordance with Schedule “C-2”.
3. Year-End Report	In accordance with Schedule “C-2”.
4. Project Information Forms(s)	In accordance with Schedule “C-2”.
5. Contribution Agreement(s)	In accordance with Schedule “C-2”.
6. Project Initial Occupancy Report	In accordance with Schedule “C-2”.
7. Project Annual Occupancy Report	In accordance with Schedule “C-2”.
8. Confirmation of Construction Start	In accordance with Schedule “C-2”.
9. New Facilities Project Audited Financial Statement	In accordance with Schedule “C-2”.
10. French Language Services Report	On May 31 of each Funding Year.
11. Reports as specified from time to time	On a date or dates specified by the Province.

**Report Due Date**

The Reporting period is based on the Funding Year.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

**Submission of Reports**

All reports are to be submitted through Transfer Payment Ontario (TPON) unless the Province notifies the Recipient otherwise. Reports attached to the Schedule are samples of the reports required.

**Report Details**

1. The Investment Plan shall be substantially in the form of Appendix “A” to this Schedule.

2. Updates to the Investment Plan will provide, among other things, actuals for service category activities that have been spent and updated projections for future spending.
3. Through the Recipient's quarterly updates to the Investment Plan, the Province will obtain information on:
  - (a) the Recipient's progress against its Annual Funding Allocation by service category;
  - (b) the actual number of households assisted under each service category;
  - (c) variance explanation, as required
4. The Year End Report shall be in the form determined by the Province and shall include the following information:
  - (a) actual quarterly operating expenditures and capital commitments for the previous Funding Year and households assisted by service category;
  - (b) actual expenditures and households assisted by spending category activity;
  - (c) municipal homelessness Program spending; and
  - (d) performance indicator reporting for previous Funding Year.
5. The Project Information Form shall be in the form determined by the Province and shall be accompanied by all supporting documentation required under it.
6. The Project Initial Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate from each Proponent information regarding unit and household types, rents at occupancy, and the depth of affordability of units.
7. The Project Annual Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate annually from each Proponent information regarding unit and household types, rents at year-end, and the depth of affordability of units.
8. The Confirmation of Construction Start shall be in the form of Appendix "B" to this Schedule.
9. The French Language Services Report will be in the form of Appendix "C" to this schedule and shall set out whether the Recipient has complied with the French Language Services requirements of the Agreement.

10. The Province will specify the timing and content of any other reports as may be necessary.

## Homelessness Prevention Program

### APPENDIX “A”

#### INVESTMENT PLAN

##### Introduction

Service Managers are required to submit an annual Investment Plan for review and approval by the Ministry. The Investment Plan is comprised of two parts:

1. This form, in which you are required to:
  - a. forecast and outline your anticipated quarterly spending in the upcoming fiscal year and projected number of households assisted for the program year across all HPP service categories
  - b. forecast and outline your anticipated annual expenditures and projected number of households assisted across various program activities
  - c. provide an attestation that the information provided in this plan is true and correct and that funding will be spent according to HPP program requirements, including those outlined in the program guidelines.
  
2. The HPP Proposed Plan, in which you are to provide written details on your proposed use of funds, including information on the types of services and activities that will be funded for each service category.

This Investment Plan must be approved by the Service Manager’s local Council, District Social Services Administration Board, or a delegated authority.

For further information, please consult the HPP Program Guidelines.

##### Section A – Contact Information

###### Service Manager Contact Information

Contact Name (First and Last Name):	
Contact Email:	
Contact Phone Number:	

## Section B - Planned Commitments by Quarters

For the HPP Operating Service Categories, enter the projected spending in each quarter of the program year and projected total number of households to be assisted.

For the Capital HPP Service Category Activities (i.e., New Facilities and Retrofits), enter the estimated amount of HPP funding to be committed in each quarter of the program year and the projected total number of units to be funded in the program year.

Details on the Service Categories and Service Category Activities are outlined in the HPP Program Guidelines.

Service Category		Planned Financial Commitments by Quarter				\$###,###.##
<b>Operating</b>	Projected Households Assisted (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Community Outreach and Support Services						
Emergency Shelter Solutions						
Housing Assistance						
Supportive Housing						
<b>Total Operating</b>						
<b>Capital</b>	Projected Units Funded (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Emergency Shelter - New Facilities						
Emergency Shelter - Retrofits						

Service Category		Planned Financial Commitments by Quarter				####,###.##
		Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	Total
<b>Operating</b>	Projected Households Assisted (Annual)					
Supportive Housing - New Facilities						
Supportive Housing - Retrofits						
<b>Total Capital</b>						
<b>Administration</b>	%	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	Total
<b>Administration Fees</b>	%					
<b>Grand Total</b>						
Variance						0

1.0 Please complete the charts below detailing the projected number of households assisted and funding by each of the categories' activity:

### Section C - Planned Commitments by Activities

Community Outreach and Support Services		####,###.##
Activities	Projected # Households Assisted	Projected Funding
Mental Health and Addictions Supports		
Other Health-Related Supports		
Life Skills Development / Daily Living Supports		
Food Security		
Employment / Education / Training Supports		
Case Management and Outreach		
Culturally-Relevant Supports for Indigenous Peoples		

By-Name List Activities		
Total		###,###.##
Variance		0

Housing Assistance		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Long-Term Housing Assistance		
Short-Term / Emergency Assistance		
Non-Financial Assistance		
Total		
Variance		0

Supportive Housing		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Housing Assistance		
Mental Health and Addictions Supports		
Other Health-Related Expenses		
Life Skills Development / Daily Living Supports		
Culturally-Relevant Supports for Indigenous Peoples		
Other Supports Not Captured Above		
Minor Repairs	n/a	
Residential Services Homes*		
<b>Total</b>		
Variance		0

\*Projected Households Assisted and Projected Funding for the **Residential Services Homes** activity should not be included in the other Supportive Housing activities.

## Section - Attestation

- I declare that, to the best of my knowledge and belief, the information provided in this report and the attached Proposed Plan for the Homelessness Prevention Program is true and correct, with approvals by local Council/Board or their delegated authority.
- I certify that Funds for Administration Fees are to be used in accordance with Homelessness Prevention Program 2022-23 Guidelines and as outlined in the HPP Proposed Plan.

*Prepared By (Name and Title):	*Date:
*Approved By (Delegated Service Manager Authority):	*Date:

## HPP PROPOSED PLAN

### Section B – Planning Overview

1. Please provide a strategic overview of what you intend to achieve with HPP funding. Describe how the services and activities that you plan to fund under HPP in 2022-23 are aligned with your Housing and Homelessness Plan, including:
  - How does your proposed plan support people who are at risk of homelessness and provide housing stability for those experiencing homelessness?
  - How does your plan contribute to a reduction in chronic homelessness?
  - How will your plan support priority populations (e.g., youth, Indigenous Peoples, people transitioning from provincial institutions)?

2. HPP has consolidated funding from the Community Homelessness Prevention Initiative, Home For Good, and the Strong Communities Rent Supplement Program. How will your use of funding be impacted by the additional flexibility under the consolidated program? How will the additional flexibility under the consolidated program allow you to continue to provide services to protect tenants including those formerly supported under the SCRSP program? How will your plan support cost avoidance (e.g., help avoid the use of high-cost systems by helping people achieve housing stability? Please provide specifics.

3. Do you plan to use HPP funding to sustain/continue initiatives developed through the Social Services Relief Fund (e.g., temporary shelters) once this funding winds down? If yes, please provide details.

4. Please outline how you plan to use your By-Name List in 2022-23 to:

- Help connect people to services and supports;
- Track progress in addressing homelessness.

Please describe any planned changes to service delivery in 2022-23 that are being implemented to support the use of By-Name Lists to connect people to services and supports.

**Section C – Capital**

**1) Supportive Housing Capital**

If you plan to use HPP funding towards **Supportive Housing Capital**, please provide details including:

- evidence of local need,
- target group and the types of supports to be provided,
- Number of Units/Facilities to be created or repaired/retrofitted,

- Other costs that may be avoided through investments in supportive housing/services (e.g., Emergency shelter use, acute medical services).

Please describe how you plan to fund the ongoing operational requirements from any new Supportive Housing units you plan to create.

## 2) Emergency Shelter Solutions Capital (i.e., New Facilities and Retrofits)

If you plan to use HPP funding towards Emergency Shelter Solutions **Capital**, please provide **evidence of local need** and why this should be prioritized for funding.

## 3) Administration

Please provide details on your proposed use of HPP funding to support the **administration of homelessness prevention programs** (e.g., staffing, general office expense, professional services etc..).

## 4) Residential Services Homes Framework

Will you be using HPP funds for Residential Services Homes covered under the Standards Framework (e.g., housing formerly known as domiciliary hostels)? If yes, please attach a copy of your local standards via Transfer Payment Ontario.

Did you make significant changes to your Standards? If yes, please provide a brief summary of the changes.



**Homelessness Prevention Program**

**APPENDIX "B"**

**CONFIRMATION OF CONSTRUCTION START**

This is to confirm that the \_\_\_\_\_ project in the \_\_\_\_\_ [SM name] has commenced construction on \_\_\_\_\_ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on \_\_\_\_\_ [CA date].

I declare that the above information is true and complete.

\_\_\_\_\_  
Signature

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name and Title of Service Manager / Authorized Signing Officer

**Homelessness Prevention Program**

**“APPENDIX C”**

**FRENCH LANGUAGE SERVICES REPORT**

Please complete and submit this Report, including Schedule A, on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact:

Name:

Number:

Email:

This report is to confirm that the \_\_\_\_\_[Service Manager name] is providing services under the Homelessness Prevention Program and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act (“FLSA”).

The \_\_\_\_\_ [Service Manager name] confirms that it is:

Providing Homelessness Prevention Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA as described in Schedule A; and,

Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with Homelessness Prevention Program are available in French.

I declare that the above information is true and complete.

\_\_\_\_\_  
Service Manager Signature

Name:

Title:

I have the authority to bind \_\_\_\_\_[Service Manager name]

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Schedule A**

As a Service Manager providing services under the Homelessness Prevention Program and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below. A list of designated areas can be found in Schedule B.

**Service Manager Name:**

**Name of Designated Area(s):**

**Description of Services:**

Please select all items that apply to the services you are providing under the Homelessness Prevention Program in an office (or the office of a sub-contractor) that is located in or services a designated area.

Signage and visibility of available services in French

Over-the-counter services are available in French

Written correspondence and telephone service are available in French

Translation of written material produced for public use is available in French

Other \_\_\_\_\_[please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

## Schedule B

### List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
<b>Central Region</b>	
Regional Municipality of York	City of Markham
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester

<b>Service Manager</b>	<b>Designated Area(s)</b>
<b>Service Manager</b>	<b>Designated Area(s)</b>
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

Bill No. 164  
2022

By-law No. A-57-22\_\_\_\_\_

A by-law to amend By-law No. A-57 being “A by-law to provide for Various Fees and Charges and to repeal By-law A-56, as amended, being “A by-law to provide for Various Fees and Charges by adding fees related to the Dundas Place Street Vendor Pilot Program.

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

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

AND WHEREAS section 10(1) of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS section 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting: in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS section 391(1) of the Municipal Act, 2001 provides that a municipality may impose fees or charges on persons:

- (a) for services and activities provided or done by or on behalf of it;
- (b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. Schedules 1 and 2 of By-law A-57 entitled “A by-law to provide for Various Fees and Charges and to repeal By-law A-56, as amended, being “A by-law to provide for Various Fees and Charges” be amended in the Neighbourhood and Recreation Services Grouping by adding the following new fee under “Special Events Coordination”:

“Dundas Place Street Vendor Pilot Program - \$25 per quarter or \$100 per year (including HST) effective April 12, 2022, to March 31, 2023”

2. This by-law comes into force on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

Bill No. 165  
2022

By-law No. C.P.-

A by-law to exempt from Part-Lot Control, lands located at 3024, 3001, 2970 and 2954 Turner Crescent, legally described as Blocks 50, 51, 52 and 53 in Registered Plan 33M-790.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Greengate Village Limited, it is expedient to exempt lands located at 3024, 3001, 2970 and 2954 Turner Crescent, legally described as Blocks 50, 51, 52 and 53 in Registered Plan 33M-790, from Part Lot Control;

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

1. Blocks 50, 51, 52 and 53 in Registered Plan 33M-790, located at 3024, 3001, 2970 and 2954 Turner Crescent, east of Meadowgate Boulevard, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse dwellings in conformity with the holding Residential R4 Special Provision R4-5(4) and R4-5(3)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

Bill No. 166  
2022

By-law No. C.P.-

A by-law to exempt from Part-Lot Control, lands located at 3161 and 3138 Turner Crescent, legally described as Blocks 48 and 49 in Registered Plan 33M-790.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Greengate Village Limited, it is expedient to exempt lands located at 3161 and 3138 Turner Crescent, legally described as Blocks 48 and 49 in Registered Plan 33M-790, from Part Lot Control;

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

1. Blocks 48 and 49, Plan 33M-765, located at 3161 and 3138 Turner Crescent, east of Meadowgate Boulevard, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse dwellings in conformity with the holding Residential R4 Special Provision R4-5(4) and R4-5(3)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

Bill No. 167  
2022

By-law No. CPOL.-142( )-\_\_\_

A by-law to amend By-law No. CPOL-142-394 being a by-law for a Council policy entitled Special Events Policies and Procedures Manual, to provide for the "*Rock the Park 17 – July 2022*" event use of Harris Park for 5 consecutive days.

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

AND WHEREAS section 9 of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-142-394, as amended, the Council Policy entitled "Special Events Policies and Procedures Manual", to provide for the "Rock the Park 17 – July 2022" event use of Harris Park for 5 consecutive days;

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

1. The Special Events Policies and Procedures Manual is hereby amended as follows:
  - i) section 4.29 is amended by adding the following new part (d):

"(d) Notwithstanding part (a) above, the "*Rock the Park 17- July 2022*" event is permitted the use of Harris Park for 5 consecutive days July 13 to July 17, 2022."
  - ii) section 4.36 is amended by adding the following new part (d):

"(d) Notwithstanding part (a) above, the "*Rock the Park 17- July 2022*" event is permitted the use of Harris Park for 5 consecutive days July 13 to July 17, 2022."
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading –April 12, 2022

Bill No. 168  
2022

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;

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* as amended;
- (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* as amended; 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* as amended;

**"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;

**“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* as amended;
- (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* as amended; 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* as amended;

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* as amended;

**“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 2.3 (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.

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 private property:

- (a) earlier than 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 or private property 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 72 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.

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 April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

Bill No. 169  
2022

By-law No. S.- \_\_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street, west of Hale Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Dundas Street west of Hale Street, namely:

Part of Lot 8, Concession 1, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Parts 2 and 4 on Reference Plan 33R-21186.

2. This by-law comes into force and effect on the day it is passed.

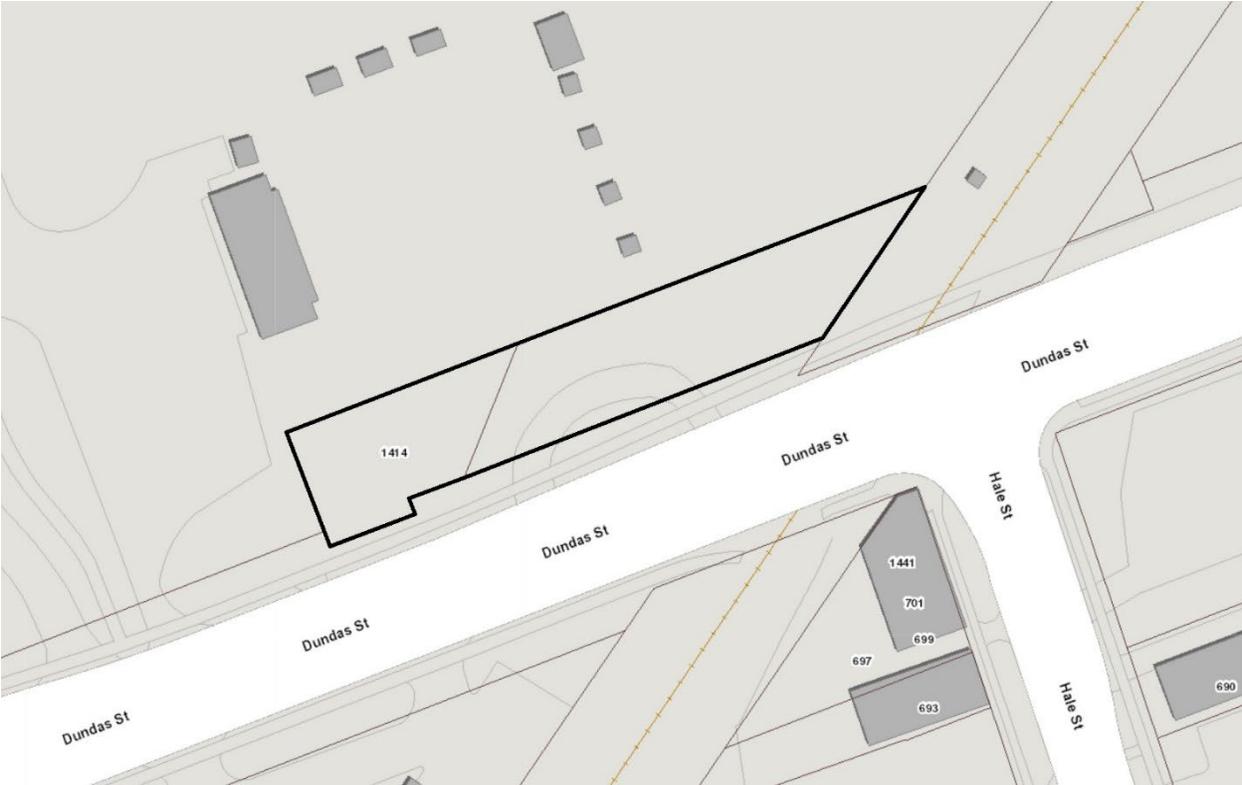
PASSED in Open Council on April 12, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

# LOCATION MAP



Bill No. 170  
2022

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 585 Sovereign Road.

WHEREAS Southwest Sun Property corporation have applied to remove the holding provision from the zoning for the lands located at 585 Sovereign Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 585 Sovereign Road, as shown on the attached map, to remove the h and h-148 holding provision so that the zoning of the lands as a Light Industrial LI2 and LI7 (LI2/LI7) comes into effect.
2. This By-law shall come into force and effect on the date of passage.

PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



<p>File Number: H-9461                  Planner: AC                  Date Prepared: 2022/01/21                  Technician: RC                  By-Law No: Z-1-</p>	<p><b>SUBJECT SITE</b> </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters </p>
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Geodatabase

Bill No. 171  
2022

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1960 Evans Boulevard.

WHEREAS The Ironstone Building Company has applied to remove the holding provisions from the zoning on lands located at 1960 Evans Boulevard, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1960 Evans Boulevard, as shown on the attached map, to remove the h-1 and h-70 holding provisions so that the zoning of the lands as a Residential R6 Special Provision (R6-5(75)) Zone and a Residential R6 (R6-5) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

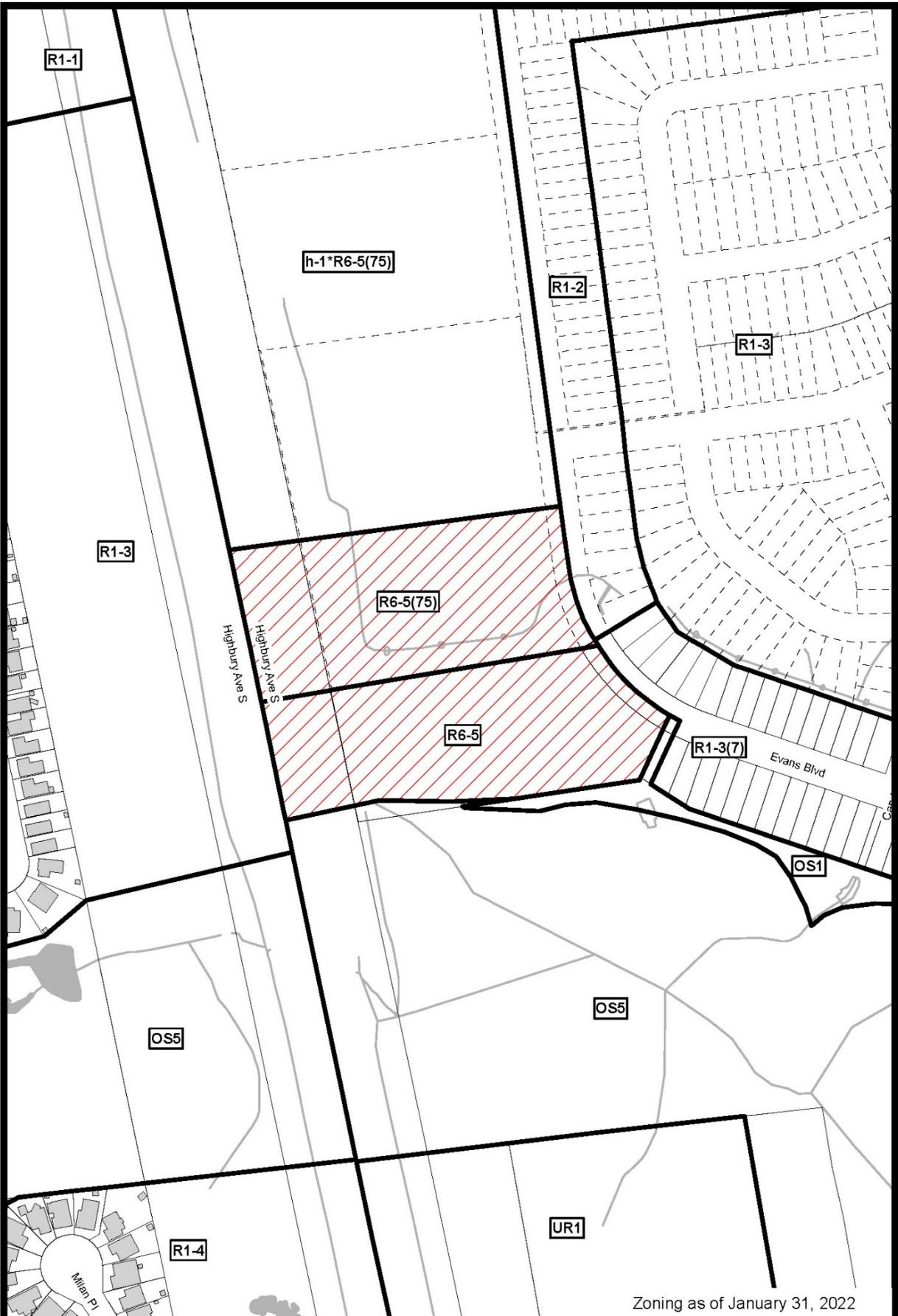
PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-9439                  Planner: LM                  Date Prepared: 2022/02/04                  Technician: RC                  By-Law No: Z.-1-</p>	<p><b>SUBJECT SITE</b> </p> <p>1:3,000</p> <p>0 15 30 60 90 120 Meters </p>
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Bill No. 172  
2022

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1200 Commissioners Road East

WHEREAS Pond Mills Square Realty Inc. has applied to rezone an area of land located at 1200 Commissioners Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable the lands located at 1200 Commissioners Road East, as shown on the attached map comprising part of Key Map No. A108, from a Community Shopping Area Special Provision (CSA5(2)) Zone to a Community Shopping Area Special Provision (CSA5(\_)) Zone.
- 2) Section Number 22.4 d) of the Community Shopping Area (CSA5) Zone is amended by adding the following Special Provision:

CSA5(\_) 1200 Commissioners Road East

a) Additional Permitted Uses:

- i) Place of Worship

b) Regulations:

- i) Gross Floor Area 1,585.00 square metres  
For Place of Worship (17,060.80 square feet)  
(Maximum)
- ii) Notwithstanding the provisions of Table 22.3 of this By-law to the contrary, the total Gross Floor Area (G.F.A) for Office Uses will be permitted in excess of 15%, to a maximum Gross Floor Area (G.F.A) of 5,000 square metres (53,921 square feet) within the existing central shopping plaza building.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

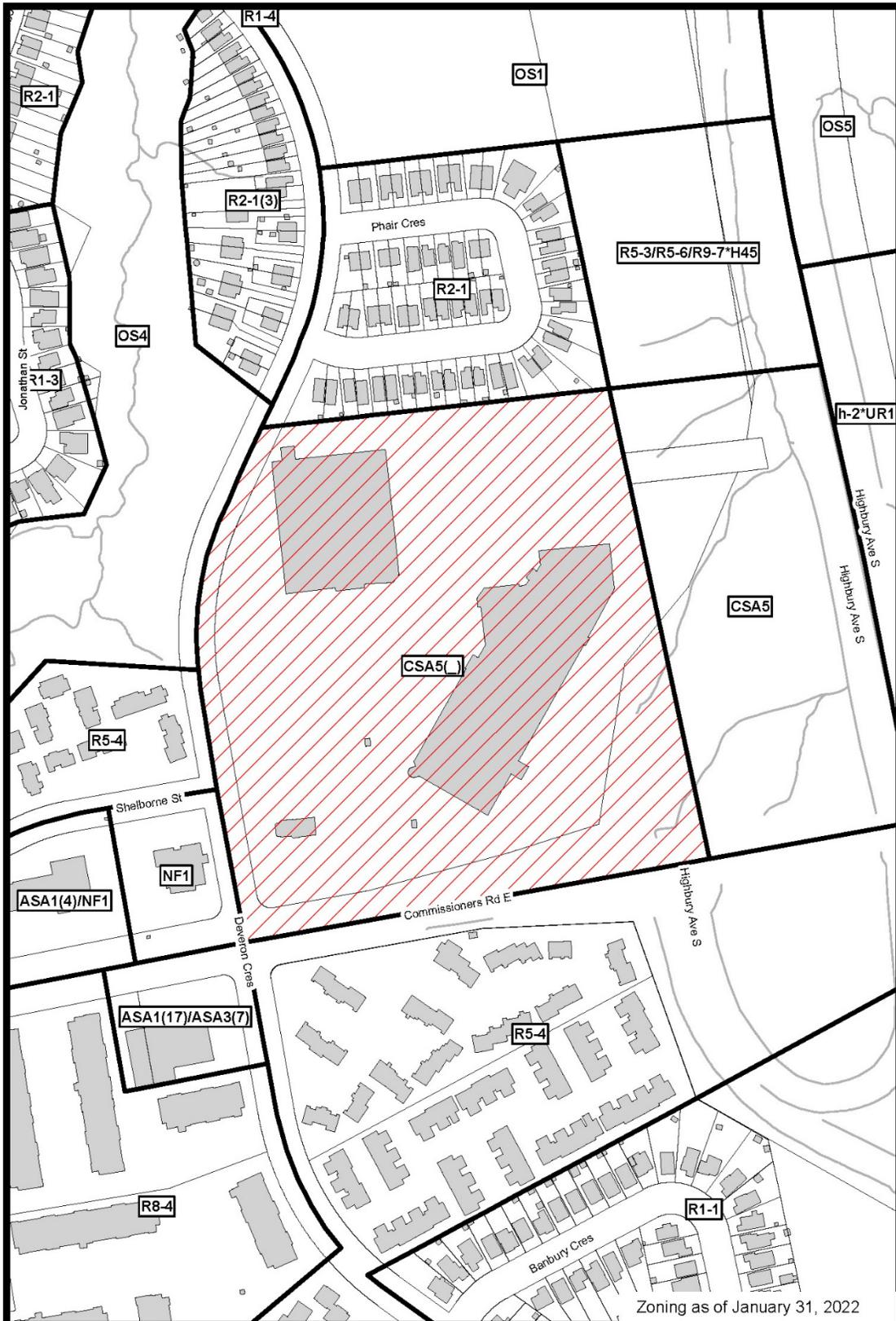
PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9468                  Planner: OA                  Date Prepared: 2022/25/02                  Technician: rc                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:3,000</p> <p>0 15 30 60 90 120 Meters </p> <p></p>
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GeoDatabase

Bill No. 173  
2022

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 910 Gainsborough Road.

WHEREAS Crown Homes London has applied to rezone an area of land located at 910 Gainsborough Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 910 Gainsborough Road, as shown on the attached map comprising part of Key Map No. A101, from a Residential R1 (R1-11) Zone to a Residential R6 Special Provision (R6-5(\_)) Zone.
- 2) Section 10.4 of the Residential R6 (R6-5) Zone is amended by adding the following Special Provision:

R6-5(_)	910 Gainsborough Road	
a)	Regulations	
	i) East interior side yard depth for walls with windows to habitable rooms (minimum)	3.6 metres (11.8 feet)
	ii) West interior side yard depth for walls with windows to habitable rooms (minimum)	5.3 metres (17.4 feet)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

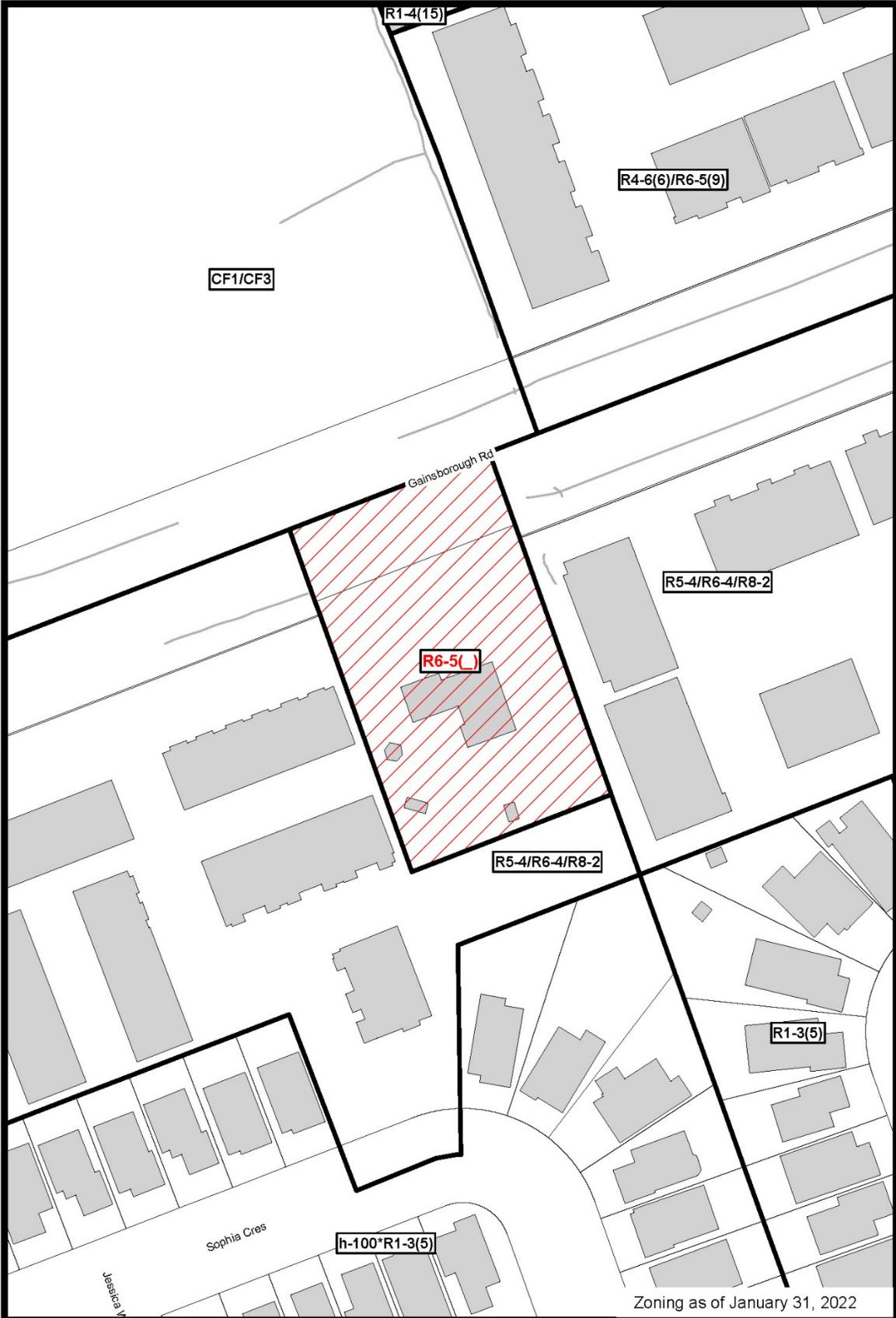
PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9442

Planner: MW

Date Prepared: 2022/02/09

Technician: rc

By-Law No: Z.-1-

SUBJECT SITE 

1:1,000

0 5 10 20 30 40 Meters



Bill No. 174  
2022

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2520-2544 Advanced Avenue, 2475-255 Bonder Road and 2560-2580 Boyd Court.

WHEREAS the Corporation of the City of London has applied to rezone an area of land located at 2520-2544 Advanced Avenue, 2475-255 Bonder Road and 2560-2580 Boyd Court, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Section 2 (Definitions) is amended by adding the following new definitions:

“HIGH-TECH INDUSTRY” means Manufacturing and Assembly Industries that involve a high concentration of activities in Science, Technology, Engineering and Mathematics and may include aerospace products or parts, artificial intelligence, autonomous technology, computer hardware, electronics, information and communication technology, nanotechnology, nanobots, or robotics.

“PRODUCTION STUDIO” means premises for producing live broadcasts, motion pictures, or audio or video recordings or transmissions. The mass reproduction of film or recordings is not a production studio.

2) Section Number 40.4 of the Light Industrial (LI) Zone is amended by deleting and replacing the following subsection:

LI2(23) 2520-2544 Advanced Avenue, 2475-255 Bonder Road and 2560-2580 Boyd Court.

a) Permitted Uses:

- i) Advanced Manufacturing Industrial Uses
- ii) Advanced Manufacturing Educational Uses
- iii) Data Processing Establishments
- iv) High-Tech Industries
- v) Laboratories
- vi) Laboratories, Scientific or Research and Development
- vii) Production Studios
- viii) Pharmaceutical and Medical Products Industries
- ix) Printing, Reproduction and Data Processing Industries
- x) Research and Development Establishments

b) Regulations:

- i) Lot Area (Minimum): 2,000 sq. m (21,528 sq. ft.)
- ii) Lot Frontage (Minimum): 30.0 metres (98.4 feet)
- iii) Front and Exterior Side Yard Depth (Minimum): 6.0 metres (19.7 feet) plus 1.0 metre (3.3 feet) per 3.0 metres (9.8 feet) of main building height or fraction thereof above the first 3.0 metres (9.8 feet)

- iv) Interior Side and Rear Yard Depth (Minimum): 1.2 metres (3.9 feet) per 3.0 metres (9.8 feet) of main building height or fraction thereof, but in no case less than 4.5 metres (14.8 feet) for buildings less than 30.0 metres (98.4 feet) in height.  
12.0 metres (39.4 feet) for buildings more than 30.1 metres (98.8 feet) in height.
- v) Landscaped Open Space (%) (Minimum): 20.0
- vi) Open Storage (%) (Maximum): 5.0; all open storage areas shall be screened by fencing and/or landscaped berms.

- c) Regulations for properties adjacent to Veterans Memorial Parkway:
  - i) No loading and open storage is permitted in the required rear yard. Where a loading space and/or open storage area is located in a yard adjacent to Veterans Memorial Parkway, lateral screening is required. Lateral screening shall be the full length of the loading space and open storage area and at least 3.0 metres (9.8 feet) in height above the finished grade to effectively conceal the view of these areas from Veterans Memorial Parkway. The lateral screening shall be compatible with the colour and materials of the main buildings.
  - ii) Landscaped Open Space – a minimum 5.0 metre (16.4 feet) wide landscape strip shall be located on the portions of any yard adjacent to the Veterans Memorial Parkway corridor.

3) The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4) This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

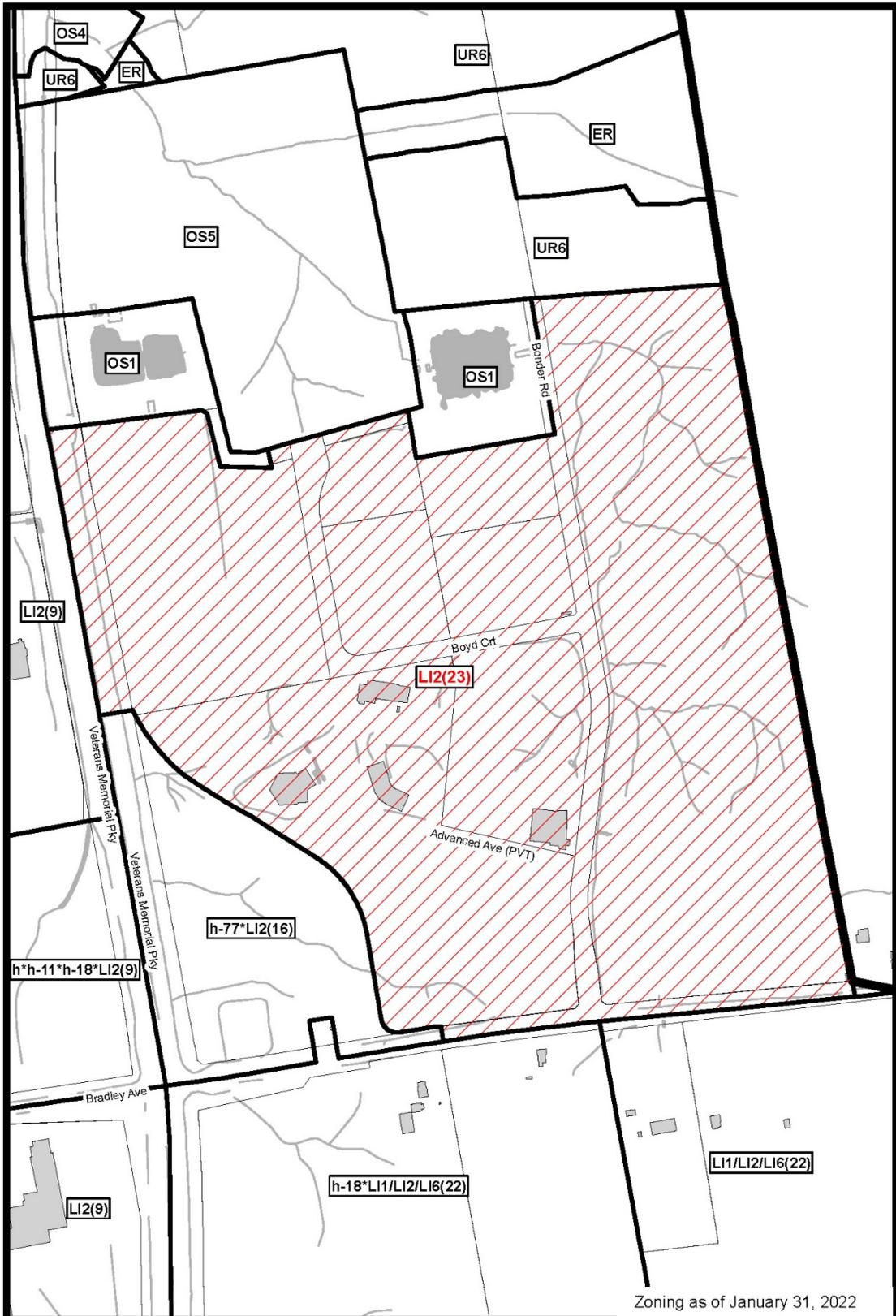
PASSED in Open Council on April 12, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9454                  Planner: MC                  Date Prepared: 2022/02/16                  Technician: RC                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:5,750</p> <p>0 25 50 100 150 200 Meters</p> 
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Geodatabase

Bill No. 175  
2022

By-law No. A.-

A by-law to authorize and approve a Memorandum of Understanding between University of Western Ontario and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with the University of Western Ontario ("Western") to undertake collaborative work in the areas of energy efficiency, energy conservation, energy literacy, climate change mitigation, climate change adaptation, community engagement, technology development, testing and commercialization, and understanding the impacts of severe weather locally and regionally;

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

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

1. The Memorandum of Understanding between The Corporation of the City of London and the University of Western Ontario, attached as Schedule A to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding 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 \_\_\_\_\_, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – April 12, 2022  
Second Reading – April 12, 2022  
Third Reading – April 12, 2022

# Schedule A

## Memorandum of Understanding

Between

The Corporation of the City of London (“City”)

And

The University of Western Ontario (“Western”)

Whereas the Council of the Corporation of the City of London declared a climate emergency on April 23, 2019 for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change;

Whereas Council directed Civic Administration to develop with the community a Climate Emergency Action Plan to build on years of collaborative work in the areas of energy efficiency, energy conservation, energy literacy, climate change mitigation, climate change adaptation, community engagement, technology development, testing and commercialization, and understanding the impacts of severe weather locally and regionally;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of climate change mitigation and climate change adaptation in London, or in collaboration with others outside of London, as part of continuous learning, implementation, and improvement methodologies;

Whereas the City wishes to pursue projects, relationships, and partnerships for the purposes of innovation, creativity, best practices, and excellence in climate change mitigation and adaptation as part of the implementation of the Climate Emergency Action Plan;

Whereas the City has several established and ongoing relationships and projects with individual faculties and research institutes such as the Institute for Chemicals and Fuels from Alternative Resources (ICFAR), Human Environments Analysis Laboratory (HEAL), Centre for Environment and Sustainability, and Western Water Centre (WWC);

Whereas Western has a broad range of demonstrated expertise in the areas of climate change mitigation and adaptation;

Whereas Western has identified Carbon Reduction, Climate Change, Green Energy, Circular Economy and Environmental Sustainability as areas of research strength, knowledge transfer, and implementation through on-the-ground projects and programs; and

Whereas through Western’s interdisciplinary approach to research, academic learning and student innovation and creativity, and now wants to further extend its relationship with the City for mutual interests.

### **1.0 Purpose of the Memorandum**

This Memorandum of Understanding (“MoU”) is intended to set out the mutual intentions of the City and Western to advance their joint climate change mitigation and adaptation objectives. The MoU is based upon the mutual understanding that the combined expertise, influence, and commitment of the parties are better applied together to support their common goals. The MoU establishes the non-legally binding framework and set of principles for enhanced and focused coordination and collaboration to support their shared interests in climate change mitigation and adaptation.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party's roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

## **2.0 Short-Term Objective**

The short-term objective of the collaboration between the City and Western is to:

- Build on the existing foundation of traditional and innovative projects to mitigate and/or adapt to climate change;
- Create a focal point (centre or centres) for the ongoing examination of practical and innovative solutions for energy efficiency, energy conservation, energy literacy, climate change mitigation, climate change adaptation, community engagement, technology development, testing and commercialization, and understanding the impacts of severe weather locally and regionally;
- Develop a list of research and project areas that would benefit from direct involvement of Western staff, faculty and students (working title is Academic Agenda for Action on Climate Change) and contribute to the implementation of the Climate Emergency Action Plan;
- Establish partnerships and collaborations between government, academia, and businesses to synergistically build on existing strengths to create opportunities to reduce greenhouse gas emissions and/or to build a more resilient London and region; and
- Be known as an innovative centre of excellence with shared facilities and resources providing leadership, implementing best practices, undertaking leading edge research, providing knowledge and support to industry, while educating and training students, researchers, and postdoctoral fellows in the various fields of climate change mitigation and adaptation.

## **3.0 General Arrangement**

This MoU sets out the General Arrangement between the parties that will be the basis for working together.

The responsibilities of the City are to include:

- Share climate change mitigation and adaptation knowledge and expertise with Western and other partners,
- Assist with funding applications and discussions/negotiations with potential partners,
- Provide access to relevant City facilities, following established protocols, such as Material Recovery Facility (MRF), Greenway Wastewater Treatment facility, W12A Landfill Site, facilities with energy efficient equipment installed, other City facilities,
- Participate in project development, design, and/or implementation,
- Participate, when available, in discussions, tours and related activities,
- Provide climate change mitigation and adaptation materials, in appropriate quantities, to assist with knowledge transfer,
- Participate and/or make available resources to assist with student research,
- Assist with reporting, being available for media interviews and related matters, and
- Keep London Municipal Council informed of progress.

The responsibilities of Western are to include:

- Carry out research and development projects supported by grants and contracts which generate knowledge, expertise and trained personnel with a focus on climate change mitigation and adaptation;
- Share climate change mitigation and adaptation expertise with the City and with the industry partners;
- Contribute to the implementation of the Climate Emergency Action Plan;
- Act as window of access of academic expertise on behalf of the Western community for the City, government agencies, and potential industry partners bringing together the appropriate teams from across Western aiming at maximizing synergies of expertise, infrastructure and resources; and
- Proactively engage in conversations with the City and with industry partners to ensure continuous review and improvement of current initiatives and development of new projects.

#### **4.0 Formal Agreement**

The parties agree to work together to develop a Formal Agreement to undertake activities that involve capital works, contracts with funding agencies, contracts with private companies and investors.

#### **5.0 Effective Date and Duration**

This MoU will come into effect upon the date it has been signed by all parties and will remain in effect until December 31, 2026. This MoU will be reviewed two months prior to each anniversary date and minor amendments may be made on consent of the parties, which may be provided on behalf of the City by the City's \_\_\_\_\_, or designate and on behalf of Western by \_\_\_\_\_, or designate.

Either party may withdraw from this MoU by providing sixty (60) days' written notice to the other party. Notice may be provided to the parties as follows:

- The City: \_\_\_\_\_
- Western: \_\_\_\_\_

A party may withdraw from this MoU by providing a sixty (60) day written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:

Name: Ed Holder  
Title: Mayor

By:

Name: Michael Schulthess  
Title: City Clerk

I/We have authority to bind the City.

THE UNIVERSITY OF WESTERN ONTARIO

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_ The University of Western Ontario

Acknowledgement:

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind Western.

## Appendix D

### Preliminary Costs and Benefits of Household Climate Actions

Moving ahead with any of the household actions presented in Section 9.3 of the CEAP will require varying amounts time and expertise to plan and implement. Knowledge of costs and savings will be key. While every household is unique and the financial, time and expertise requirements to take on most climate actions can vary significantly based on many factors, the following preliminary cost estimates and associated cost-saving benefits have been compiled based on available information and assumptions identified. These estimates are provided to help build a foundation of information to assist Londoners in understanding the potential magnitude of costs and efforts required for some of the climate actions presented in the CEAP. The specific requirements for any household may vary significantly.

#### Transportation and Mobility

For households considering electric vehicles, the Ontario-based non-profit organization [Plug'n Drive](#) provides an on-line calculator to estimate the costs and savings associated with all electric vehicle models compared to a gasoline-fueled vehicle of similar size and trim. For example:

- A new Kia Niro plug-in hybrid has a \$9,300 net premium over an equivalent gas-fueled vehicle (i.e., Honda HR-V) but will currently have a payback time of around six years through annual fuel cost savings (1,200 litres of gasoline per year) and lower maintenance costs.
- A new Kia Niro EV has a \$19,200 net premium over an equivalent gas-fueled vehicle (i.e., Honda HR-V) but will currently have a payback time of around nine years through annual fuel cost savings (1,600 litres of gasoline per year) and lower maintenance costs.

For households considering replacing their existing vehicle with an e-bike or a transit pass, the Canadian Automobile Association provides an [on-line calculator](#) to estimate the costs associated with owning and operating a vehicle by make and model. For example, a paid-off 2016 Toyota Corolla that is only driven 10,000 kilometres per year for in-town trips will have annual operating and maintenance costs of approximately \$5,000 (\$2,000 for maintenance, \$1,800 for insurance, \$1,200 for fuel).

Given that the average costs of new e-bikes are between \$3,000 and \$5,000, replacing this 2016 vehicle with an e-bike would pay for itself within about one year. Cargo e-bikes capable of carrying groceries, with a cost range of \$5,000 to \$10,000 depending on the make and model, would pay for themselves within about two years.

Replacing this vehicle with a London Transit monthly pass, at \$1,140 per year, would save almost \$3,900 per year (over \$320 every month).

#### Home Energy Retrofits

The costs and savings associated with home energy retrofits is largely dependent on the age, condition and size of the house, with older homes generally having greater potential for savings. Incentives of up to \$5,000 are available from both [Enbridge Gas](#) and the [Canada Greener Homes](#) program, but residents are not able to use both programs for the same measure (e.g., cannot apply to both programs for draft-proofing). However, incentives for different measures can be combined between these programs to allow households to receive incentives up to \$10,000. Both programs require a home energy audit before the retrofits can take place.

Based on background market research that has been carried out in support of a proposed home energy retrofit program for London, the most common older housing stock in London are single-family homes built in the 1950s through to the 1970s. These homes typically are heated with high-efficiency gas furnaces already, so future retrofits

would likely involve improving insulation, draft proofing (air sealing), and hybrid heating with air-sourced heat pumps paired with existing high-efficiency gas furnaces. Net-metered solar power may also be of interest to some households.

High-level costs and estimated payback time from lower utility bills for these measures are as follows, noting that these will vary significantly depending on the age, size, and current state of any house:

- Smart thermostat – about \$350, with about a three-year payback currently. Enbridge Gas offers a \$75 incentive as well as a free thermostat for qualifying lower income households.
- Draft-proofing (air sealing) – about \$750, with about a three-year payback currently. Enbridge Gas offers a \$150 incentive or free draft-proofing for qualifying lower income households. Canada Greener Homes also provides incentives.
- Basement insulation – about \$3,000, with about a ten-year payback currently. Enbridge Gas offers a \$1,250 incentive or free insulation for qualifying lower income households. Canada Greener Homes also provides incentives.
- Attic insulation – about \$3,000, with about a 30-year payback currently. Enbridge Gas offers a \$750 incentive or free insulation for qualifying lower income households. Canada Greener Homes also provides incentives.
- Wall insulation – about \$7,500, with about a 25-year payback currently. Enbridge Gas offers a \$3,000 incentive. Free insulation for qualifying lower income households. Canada Greener Homes also provides incentives.
- Air-sourced heat pump – about \$4,000 premium over a new central air conditioning unit. Enbridge Gas is testing a new \$3,200 incentive as part of their pilot project that does not require a home energy audit. The Canada Greener Homes program also offers a \$4,000 incentive but requires a home energy audit. This measure is expected to break even, with more information expected once the pilot project has been completed.
- Net-metered solar power – about \$15,000 to \$17,500 for a 5-kilowatt system. The Canada Greener Homes program offers a \$5,000 incentive. Payback time is currently about 17 to 21 years.

For Londoners in rented homes, the measures above would need to be undertaken by property owners. However, some draft-proofing measures can be undertaken by tenants at a low cost (well under \$100), such as:

- Temporary window film for draft-proofing and insulation;
- Electrical outlet foam gaskets for exterior walls; and
- Draft-proofing tape for exterior doors.

### **Purchased GHG Emission Offsets**

Emissions offset credits are defined by the Canadian Council of Ministers of the Environment (CCME) as GHG emission reductions or removal enhancements generated from project-based activities that compensate for emissions made elsewhere. Offset credits can be generated in both regulatory (for large industrial emitters) and voluntary programs (including small businesses and households).

Emissions offsets and similar products are available to Londoners today. Companies such as [Bullfrog Power](#) offer the purchase the environmental attributes of renewable electricity generation, renewable natural gas, and green fuels to offset the emissions from the customer's use of electricity, natural gas, gasoline and/or diesel. Other companies such as [Less](#), [Planetair](#), and [Tentree](#) offer offsets for flights as well as homes. For example:

- Renewable natural gas – about \$41 per month for 220 cubic metres of gas (\$0.19/m<sup>3</sup>) in addition to what Enbridge Gas charges;
- Renewable electricity – about \$21 per month for 850 kilowatt-hours (2.5 cents per kWh) in addition to what London Hydro charges;
- Green fuel – about \$0.43 per litre (in addition to what local gas stations charge); and
- Emissions offsets - \$20 per tonne for CSA Standard-Certified Canadian Offsets, or about \$18 per month for the average single-family household (in addition to the average household energy costs of about \$460 per month in 2019). This cost is likely to increase over time as demand increases.

It is important to note that there are challenges regarding the use of offsets within the local community level, specifically around accounting for community wide GHG emissions. At this time, the City of London does not have access to any data from offset providers on the total number of offsets purchased (or sold) on an annual basis by Londoners and London businesses. As a result, City staff are unable at this time to account for their use and contribution towards local emission reductions. Further research, accounting methods and understanding is required to determine the overall value of this approach as a GHG reduction measure at the household level.

### **Food Waste Reduction (Avoidance)**

Food waste reduction (avoidance) can be accomplished in many ways, most of which will have only minor costs (e.g., reusable storage containers) and has the potential for significant savings (e.g., \$450 to \$600 per year for the average London household in 2019). Reducing the amount of uneaten food that goes to waste can be accomplished by meal planning prior to shopping to ensure only the needed amount of food is purchased and properly storing both perishable food and leftovers and consuming them before they go bad.

Londoners can reduce wasted food generated by retailers by purchasing “ugly” fruits and vegetables and taking advantage of deals on discounted fruits and vegetables for recipes that can accommodate them.

Looking for locally produced foods can reduce the amount of demand for foreign foods, which results in lowered transportation GHG emissions, though sometimes locally produced products may come with a cost premium. There are added benefits with supporting local agricultural producers through community supported agriculture programs as well, like getting to know local farmers and learning to eat more seasonally (which has a lower carbon footprint).

### **Home and Property Resiliency**

Several actions can be taken at home on private property to prepare for and adapt to the changing climatic conditions. The following is a short list of measures including high level costs that a homeowner may consider. Since flooding has been identified as one of the highest risks in London caused by climate change, basement flooding preventative measures have been identified as a theme of many of the actions to prioritize.

- Basement flood protection – measures for the basement to prevent flooding from sewer back-up and overland flow including sump pits, sump pumps with back-up power supply, and sewer backflow prevention devices:

<b>Equipment</b>	<b>Item Cost Range</b>
Sump pump	\$100 to \$300
Sump pit	\$100 to \$200
Sump pump battery back-up	\$200 to \$400
Back-flow preventor / backwater valve	\$100 to \$150

Note: the labour costs for installation of the above listed basement flooding prevention equipment will require a qualified plumber which will add to these costs. City of London incentive programs provide for 90% cost recovery up to maximum funding limits for each item.

For example, a sump pit and pump in the basement can access 90% funding to a maximum of \$2,500. Details of London’s basement flooding grant program can be reviewed at [london.ca/living-london/water-environment/flooding](http://london.ca/living-london/water-environment/flooding).

- Outdoor Surface Drainage Protection – measures for the yard to prevent surface water from entering the home including basement window well covers, downspout extensions, downspout splash blocks, and landscaping to maintain or create surface swales. Increasing permeable surfaces may also benefit drainage.

Equipment	Item Cost Range
Basement window well covers	\$50 to \$100
Downspout extension	\$15 to \$25
Downspout splash block	\$25 to \$30
Drainage swale landscaping	
• Grass seed	\$15 to \$20
• Topsoil	\$5 to \$10
• Shovel	\$20 to \$50

Note: the above measures do not typically require professional help to install, and the efforts required can normally be completed by the homeowner.

- 72 Hour Emergency Kit – in the event of a power outage, neighbourhood disaster or any event that requires Londoners to shelter-in-place, these kits can help in the short term.

Equipment	Item Cost Range
Pre-assembled kits	About \$200 (2 person) About \$300 (4 person) About \$500 (4 person, deluxe kit)

Typical items contained in a 72-hour emergency kit are: bottled water, medications, food (for 3 days), first aid kit, wind-up flashlight and radio, external battery pack or wind-up phone charger, dust mask and duct tape, whistle, personal sanitation items, important documents, cash in small bills and coins, warm clothing and blankets or sleeping bags (Source: City of Calgary).

- Tree Planting – planting native trees around the house will provide shade in the summer and can act as a wind break in the winter months reducing the home energy needed for both summer cooling and winter heating. They also absorb carbon dioxide and provide oxygen, therefore providing both climate adaptation and mitigation benefits in addition to absorbing water in their leaves and roots. Boulevard trees also provide the same benefits, and their planting in appropriate locations should be encouraged whenever feasible.
  - tree prices will vary with size, species, and local abundance;
  - wood chips, soil and compost are commonly sold in bags or bulk from many London businesses; and
  - wooden stakes to support newly planted trees range from \$5 to \$10 for a dozen.

Note: tree planting initiatives and programs are often available by contacting City of London Urban Forestry, Upper Thames River Conservation Authority or ReForest London. Lists of appropriate native species type for London and planting advice are also available through these offices.