



# Council Agenda Including Addeds

14th Meeting of City Council

October 17, 2022

4:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Metis and Inuit people today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [councilagenda@london.ca](mailto:councilagenda@london.ca) or 519-661-2489 ext. 2425.

Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**

Motion for Council, In Closed Session (Council will remain In Closed Session until approximately 5:15 PM, at which time Council will rise and reconvene in Public Session; Council may resume In Closed Session later in the meeting, if required.)

4.1. **Litigation/Solicitor-Client Privilege**

A matter pertaining to litigation currently before the Superior Court of Justice, court file No. 2278/18 and 2278/18-A1 affecting the municipality and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to the Bradley Avenue West Extension and Wharncliffe Road South Improvements. (6.1/13/CWC)

4.2. **Personal Matter/Identifiable Individual**

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List. (6.2/13/CWC)

4.3. **Solicitor-Client Privilege**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, with respect to 2010 Dundas Street East, a location where an Adult Live Entertainment Parlour may operate under the City's Business Licensing By-law L-6. (6.1/11/CPSC)

4.4. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor’s New Year’s Honour List – “Accessibility” Category. (6.2/11/CPSC)

4.5. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor’s New Year’s Honour List – “Age Friendly” Category. (6.3/11/CPSC)

4.6. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor’s New Year’s Honour List – “Arts” Category. (6.4/11/CPSC)

4.7. Personal Matter/Identifiable Individual

A matter pertaining to personal matters about identifiable individuals with respect to the 2023 Mayor’s New Year’s Honour List. (6.1/16/PEC)

4.8. Personal Matter/Identifiable Individual

A matter pertaining to personal matters about identifiable individuals with respect to the 2023 Mayor’s New Year’s Honour List. (6.1/14/SPPC)

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

5.1. 13th Meeting held on September 27, 2022

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**6. Communications and Petitions**

6.1. Adult Live Entertainment Parlour - 2010 Dundas Street - Deletion of Location

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #5 (3.1) of the 11th Report of the Community and Protective Services Committee)

1. K. Albert

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6.2. *(ADDED) Zoning Amendment to Permit a Pilot of Temporary Mobile Shelters*

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #7 (5.2) of the 11th Report of the Community and Protective Services Committee)

1. *Councillor van Holst*

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6.3. ReThink Zoning Information Report - Update and Sample Place Type Zones

(Refer to the Planning and Environment Committee Stage for Consideration with Item #11 (4.1) of the 16th Report of the Planning and Environment Committee)

1. M. Wallace, Executive Director, London Development Institute

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6.4. Zoning By-law Amendment - Seasonal Outdoor Patios

(Refer to the Planning and Environment Committee Stage for Consideration with Item #12 (4.2) of the 16th Report of the Planning and Environment Committee)

1. AM. Valastro 25

6.5. 1156 Dundas Street (39T-21508 / Z-9524 / O-9545)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 6 (3.5) of the 17th Report of the Planning and Environment Committee)

1. C. Zaluski, Owner, McCormick Villages Inc. and S. Cornwell, Planner, Sierra Construction 26

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

**8. Reports**

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1. Disclosures of Pecuniary Interest
2. (2.1) 2nd and 3rd Reports of the Environmental Stewardship and Action Community Advisory Committee
3. (2.2) Emergency Repair of Incinerator Systems at Greenway Wastewater Treatment Plant
4. (2.3) Short-Term Contract Amendment for EnviroDepot Operation and Management Program
5. (2.4) Dedicated Locator Model Agreement (Relates to Bill No. 363)
6. (4.1) 4th Report of the Integrated Transportation Community Advisory Committee
7. (5.1) Deferred Matters List
8. (5.2) Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Detailed Design Consultant Award

8.2. 11th Report of the Community and Protective Services Committee 33

1. Disclosures of Pecuniary Interest
2. (2.1) 3rd Report of the Accessibility Community Advisory Committee
3. (2.2) 3rd Report of the Animal Welfare Community Advisory Committee
4. (2.3) Property Standards Related Demolitions (Relates to Bill No. 364)
5. (3.1) Adult Live Entertainment Parlour - 2010 Dundas Street - Deletion of Location
6. (5.1) Deferred Matters List

7.	(5.2) Councillor M. Van Holst - Zoning Amendment to Permit a Pilot of Temporary Mobile Shelters	
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4.	(4.2) Application - Issuance of Proclamation - National Children's Grief Awareness Day	
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1.	Disclosures of Pecuniary Interest	
2.	(2.1) 3rd Report of the Ecological Community Advisory Committee	
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4.	(2.3) 3924 and 4138 Colonel Talbot Road - Heathwoods - Phase 5 (39T-12503)	
5.	(2.4) Heritage Alteration Permit Application - 870 Queens Avenue, Old East Heritage Conservation District	
6.	(2.5) 634 Commissioners Road West (Z-9541)	
7.	(3.1) 2810 Roxburgh Road (Z-9525) (Relates to Bill No. 374)	
8.	(3.2) 16 Wethered Street (Z-9309) (Relates to Bill No. 375)	
9.	(3.3) 850 Highbury Avenue North	
10.	(3.4) 185 and 189 Wellington Street	
11.	(4.1) ReThink Zoning Information Report - Update and Sample Place Type Zones	
12.	(4.2) Zoning By-law Amendment - Seasonal Outdoor Patios (Relates to Bill No. 376)	
8.5.	17th Report of the Planning and Environment Committee	49
1.	Disclosures of Pecuniary Interest	
2.	(3.1) 7098-7118 Kilborne Road (39CD-19518) (Relates to Bill No.'s 366 and 377)	
3.	(3.2) 4452 Wellington Road South (OZ-9497) (Relates to Bill No.'s 367 and 378)	

4. (3.3) 1033 Dundas Street (Z-9513) (Relates to Bill No. 379)
5. (3.4) 366 Hill Street (Z-9511) (Relates to Bill No. 380)
6. (3.5) 1156 Dundas Street (39T-21508 / Z-9524 / O-9545)  
(Relates to Bill No.'s 368, 381 and 382)

8.6. 14th Report of the Strategic Priorities and Policy Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) 2022 Service Review Initiatives Update
3. (2.2) 5th Report of the Diversity, Inclusion and Anti-Oppression  
Community Advisory Committee
4. (3.1) Amendments to Consolidated Fees and Charges By-law  
(Relates to Bill No.'s 365, 369 and 370)
5. (3.2) London Small Business Centre - Annual Update
6. (3.3) TechAlliance - Annual Update
7. (3.4) London Economic Development Corporation - Annual  
Update
8. (4.1) Consideration of Appointments to the Striking Committee

**9. Added Reports**

- 9.1. 13th 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. 361 By-law No. A.- _____ - _____<br><br>A by-law to confirm the proceedings of the Council Meeting held on the 17th day of October, 2022. (City Clerk)  | 70 |
| 13.2. | Bill No. 362 By-law No. A.- _____ - _____<br><br>A by-law to amend By-law No. A.-6567-226 entitled, "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands" (2.1/13/CSC) | 71 |
| 13.3. | Bill No. 363 By-law No. A.- _____ - _____<br><br>A by-law governing the form and approving authority for Dedicated Locator Agreements. (2.4/13CWC)   | 72 |
| 13.4. | Bill No. 364 By-law No. A.- _____ - _____  | 97 |

	A by-law to approve the potential demolition of abandoned buildings with municipal addresses of 421 Wharncliffe Road South, 254 Hamilton Road, and 7234 Littlewood Drive under the Property Standards provisions of the Building Code Act. (2.3/11/CPSC)	
13.5.	Bill No. 365 By-law No. A-____  A by-law to provide for Various Fees and Charges and to repeal By-law A-57, as amended, being “A by-law to provide for Various Fees and Charges”. (3.1a/14/SPPC)	99
13.6.	Bill No. 366 By-law No. C.P.-1512( )-  A by-law to amend The Official Plan for the City of London, 2016 relating to 7098-7118 Kilbourne Road. (3.1a/17/PEC)	194
13.7.	Bill No. 367 By-law No. C.P.-1512( )-  A by-law to amend The Official Plan relating to 4452 Wellington Road South. (3.2a/17/PEC)	198
13.8.	Bill No. 368 By-law No. C.P.-1512( )-  A by-law to amend The Official Plan for the City of London, 2016 relating to the McCormick Area Secondary Plan. (3.5a/17/PEC)	204
13.9.	Bill No. 369 By-law No. L.-130( )-____  A by-law to amend By-law No. L.-130-71 entitled “A By-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles for hire and accessible vehicles for hire, owners and brokers”. (3.1b/14/SPPC)	210
13.10.	Bill No. 370 By-law No. L.-131( )-____  A by-law to amend By-law No. L.-131-16 entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”. (3.1c/14/SPPC)	212
13.11.	Bill No. 371 By-law No. S.-_____-_____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Saddlerock Avenue) (Chief Surveyor – registration of 33M-804 requires 0.3m reserves on abutting plan 33M-750 to be dedicated as public highway for unobstructed legal access throughout the subdivision)	214
13.12.	Bill No. 372 By-law No. S.-_____-_____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Petty Road) (Chief Surveyor – site plan requires 0.3m reserve on 33M-795 to be dedicated as unobstructed legal access throughout the subdivision)	216
13.13.	Bill No. 373 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 Oxford Street West, west of Westdel Bourne) (Chief Surveyor – for road dedication purposes pursuant to SPA21-065)	218
13.14.	Bill No. 374 By-law No. Z.-1-22	220

	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2810 Roxburgh Road (3.1/16/PEC)	
13.15.	Bill No. 375 By-law No. Z.-1-22	222
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 16 Wethered Street. (3.2/16/PEC)	
13.16.	Bill No. 376 By-law No. Z.-1-22	224
	A by-law to amend the Zoning By-law Z.-1 for the City of London, 1993, relating to the regulation of Seasonal Outdoor Patios associated with a Restaurant or Tavern. (4.2/16/PEC)	
13.17.	Bill No. 377 By-law No. Z.-1-22	225
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 7098-7118 Kilbourne Road. (3.1b/17/PEC)	
13.18.	Bill No. 378 By-law No. Z.-1-22	227
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4452 Wellington Road South. (3.2b/17/PEC)	
13.19.	Bill No. 379 By-law No. Z.-1-22	229
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1033 Dundas Street. (3.3/17/PEC)	
13.20.	Bill No. 380 By-law No. Z.-1-22	231
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 366 Hill Street. (3.4/17/PEC)	
13.21.	Bill No. 381 By-law No. Z.-1-22	234
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1156 Dundas Street. (3.5b/17/PEC)	
13.22.	Bill No. 382 By-law No. Z.-1-22	238
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1156 Dundas Street. (3.5e/17/PEC)	

#### 14. Adjournment



## Council Minutes

13th Meeting of City Council  
September 27, 2022, 4:00 PM

Present: Mayor E. Holder, 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, S. Hillier

Absent: M. Salih

Also Present: A. Job, M. Schulthess

L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, J. Davison, K. Dickins, T. Fowler, S. Mathers, R. Morris, K. Scherr, C. Smith, B. Westlake-Power

The meeting is called to order at 4:00 PM; it being noted that the following members were in remote attendance, Councillors M. Salih, J. Helmer,

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests are disclosed.

### 2. Recognitions

None.

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

None.

### 4. Council, In Closed Session

None.

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

5.1 12th Meeting held on September 6, 2022

Motion made by: P. Van Meerbergen

Seconded by: M. Cassidy

That the Minutes of the 12th Meeting BE APPROVED.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**



**6. Communications and Petitions**

6.1 1407-1427 Hyde Park Road (OZ-9438)

Motion made by: S. Hillier  
Seconded by: J. Fyfe-Millar

That the communication from A. Soufan, President, York Developments, with respect to 1407-1427 Hyde Park Road BE RECEIVED, and BE REFERRED to Item #4 (3.2) of the 15th Report of the Planning and Environment Committee for consideration.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

6.2 (ADDED) Harris Park Erosion Control Structure Replacement (RFP22-097)

At 4:14 PM, Mayor E. Holder places Councillor J. Morgan in the Chair.

At 4:16 PM, Mayor E. Holder resumes the Chair.

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

That no action BE TAKEN with respect to the communication from AM. Valastro, with respect to Item #5 (2.5) of the 12th Report of the Civic Works Committee.

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

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

Absent: (1): M. Salih

**Motion Passed (11 to 3)**

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

None.

**8. Reports**

8.1 15th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 15th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 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) Building Division Monthly Report - July 2022

Motion made by: A. Hopkins

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

**Motion Passed**

3. (3.1) 4680 Wellington Road South (TZ-9509) (Relates to Bill No. 360)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by 761030 Ontario Limited, relating to the property located at 4680 Wellington Road South, the proposed by-law appended to the staff report dated September 12, 2022 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on September 27, 2022, to amend Zoning By-law Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-74) Zone for a period not exceeding three (3) years;

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 recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan and the Future Industrial Growth Designation policies;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan and the Open Space Designation policies; and,
- the recommended temporary use provides an appropriate interim land use until such time as the subject lands and surrounding area develop for their intended land uses. The recommended use is not intended to continue on a permanent basis. (2022-D14)

**Motion Passed**

4. (3.2) 1407-1427 Hyde Park Road (OZ-9438)

Motion made by: A. Hopkins

That the application by York Developments, relating to the properties located at 1407-1427 Hyde Park Road BE REFERRED back to the Civic Administration for further discussions with the

applicant to address the outstanding concerns and to report back at a future meeting of the Planning and Environment Committee; it being noted that the referral is at the request of the applicant;

it being noted that the Planning and Environment Committee received the staff presentation appended to the Added Agenda, with respect to these matters;

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

- S. Allen, MHBC Planning, on behalf of the applicant. (2022-D08)

**Motion Passed**

5. (5.1) Deferred Matters List

Motion made by: A. Hopkins

That the Deputy City Manager, Planning and Economic Development BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration. (2022-D19)

**Motion Passed**

8.2 13th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 13th Report of the Strategic Priorities and Policy Committee, BE APPROVED.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.2) Amendment to Delivery Date of the City of Music Conference and Events Business Case and the London City of Music Expo Business Case

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the information report dated September 20, 2022, with respect to the 'Amendment to Delivery

Date of the City of Music Conference and Events Business Case, and the City of Music Expo Business Case' BE RECEIVED.

**Motion Passed**

3. (2.3) COVID-19 Ongoing Impacts on City of London Operations and Services

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the staff report dated September 20, 2022, entitled "Covid-19 – Ongoing Impacts on City of London Operations and Services" BE RECEIVED for information.

**Motion Passed**

4. (2.4) 2022 Mid-Year Operating Budget Monitoring Report

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2022 Mid-Year Operating Budget Monitoring Report:

a) the 2022 Operating Budget Mid-Year Monitoring Report for the Property Tax Supported Budget, Water Budget, and Wastewater and Treatment Budget BE RECEIVED for information. An overview of the net corporate projections are outlined below, noting that the year-end positions could fluctuate based on factors beyond the control of the Civic Administration:

- i) Property Tax Supported Budget projected surplus of \$8.6 million;
- ii) Water Rate Supported Budget projected surplus of \$3.8 million;
- iii) Wastewater and Treatment Rate Supported Budget projected surplus of \$1.6 million;

it being noted that Property Tax, Water, and Wastewater & Treatment Budget surplus will be allocated in accordance with the Council Approved Surplus/Deficit Policy;

b) the presentation providing an overview of 2022 Mid-Year Budget Monitoring (as appended to the staff report dated September 20, 2022 as Appendix C) BE RECEIVED for information.

**Motion Passed**

5. (2.5) 2022 Mid-Year Capital Budget Monitoring Report

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2022 Mid-Year Capital Budget Monitoring Report, dated September 20, 2022:

a) the 2022 Mid-Year Capital Budget Monitoring Report BE RECEIVED for information; it being noted that the life-to-date capital budget represents \$2.8 billion with \$1.8 billion committed and \$1.0 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the above-noted report, in accordance with the Multi-Year Budget Council Policy;

b) the status updates of active 2019 life-to-date capital budgets (2019 and prior) having no future budget requests, as appended to the staff report dated September 20, 2022 as Appendix "B", BE RECEIVED for information;

c) the following actions be taken with respect to the completed capital projects identified in Appendix "C" appended to the above-noted staff report, which have a total of \$2.0 million of net surplus funding:

i) the capital projects included in Appendix "C" BE CLOSED; and,  
ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in c) i), above:

Rate Supported

A) pay-as-you-go funding of \$3 thousand BE TRANSFERRED from capital receipts;

B) uncommitted reserve fund drawdowns of \$1.47 million BE RELEASED back into the reserve funds which originally funded the projects;

Non-Rate Supported

C) uncommitted reserve fund drawdowns of \$43 thousand BE TRANSFERRED from Non-Rate Supported Reserve Funds;

D) other net non-rate supported funding sources of \$567 thousand BE ADJUSTED in order to facilitate project closings.

**Motion Passed**

6. (2.6) Amendment - Terms of Reference - Committee of Management for the Dearness Home (Relates to Bill No. 357)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated September 20, 2022 Appendix "A", being "A By-law to amend By-law A.-6582-255 being a by-law to establish a Committee of Management for the Dearness Home and to update the Terms of Reference", BE INTRODUCED at the Municipal Council Meeting to be held on September 27, 2022.

**Motion Passed**

7. (2.7) 4th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: J. Morgan

That the 4th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on September 8, 2022 BE RECEIVED.

**Motion Passed**

8. (2.8) Municipal Accommodation Tax - Tourism London Annual Report

Motion made by: J. Morgan

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

**Motion Passed**

9. (2.1) Actions Implementing London's UNESCO Designation as Canada's 'City of Music'

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following actions be taken with respect to London's UNESCO designation as Canada's 'City of Music':

- a) the area previously identified in the Music, Entertainment and Culture District Strategy as the Downtown/Old East Village District BE REDESIGNATED as the Core Area Entertainment District;
- b) the Civic Administration BE DIRECTED to
  - i) proceed with the actions required to include the UNESCO City of Music messaging on new City of London gateway roadside signage, City Hall and Centennial Hall, the Victoria Park Bandshell and;
  - ii) work with our partners at RBC Place and Budweiser Gardens for inclusion of the messaging on building signage;
- c) the Civic Administration BE DIRECTED to report back at a future date with a proposed governance structure and detailed four-year action plan to implement London's UNESCO 'City of Music' designation over time and within existing budgets or in association with the next 4-year multi-year budget.

**Motion Passed**

10. (4.1) Anti-Racism and Anti-Oppression Framework

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the following actions be taken with respect to the new Anti-Racism and Anti-Oppression Framework:

- a) the above-noted Framework, as outlined in the staff report dated September 20, 2022, BE ENDORSED; and,
- b) the Civic Administration BE DIRECTED to undertake the necessary steps to implement the Framework.

**Motion Passed**

11. (4.2) Hyde Park Business Improvement Association

Motion made by: J. Morgan

That the following actions be taken with respect to the Hyde Park Business Improvement Association:

a) the resignation of Jean Coles from the Hyde Park Business Improvement Association BE ACCEPTED; and,

b) Vicki Balazs, Jaydancinc Inc. and Kelsey Watkinson, Curley Brewing Company BE APPOINTED to the Hyde Park Business Improvement Association for the term ending November 14, 2022;

it being noted that the Strategic Priorities and Policy Committee received communications from D. Szpakowski, General Manager/CEO, Hyde Park Business Improvement Association with respect to this matter.

**Motion Passed**

8.3 12th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 12th Report of the Civic Works Committee, BE APPROVED, excluding Item 8 (2.3).

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

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

Motion made by: E. Pelosa

That the 3rd Report of the Integrated Transportation Community Advisory Committee, from its meeting held on August 17, 2022, BE RECEIVED.

**Motion Passed**

3. (2.2) Bradley Avenue Extension - White Oak Road to Jalna Boulevard (West Leg)

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 September 13, 2022, related to the Bradley Avenue Extension (White Oak Road to Jalna Boulevard (West Leg)) - Municipal Class Environmental Assessment Addendum and Notice of Addendum:

- a) the Municipal Class Environmental Assessment Addendum: Bradley Avenue Extension Executive Summary, as appended to the above-noted staff report, BE ACCEPTED;
- b) a Notice of Addendum BE FILED with the Municipal Clerk; and,
- c) the Municipal Class Environmental Assessment Addendum BE PLACED on public record for a 30-day review period.  
(2022-T05)

**Motion Passed**

4. (2.4) Draft Connected and Automated Vehicle Plan

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 September 13, 2022, related to the Connected and Automated Vehicle Plan:

- a) the draft Connected and Automated Vehicle Plan, as summarized in the Executive Summary, as appended to the above-noted staff report, BE RECEIVED;
- b) the Civic Administration BE DIRECTED to proceed with additional public and stakeholder engagement to further inform the document; and,
- c) the Civic Administration BE DIRECTED to prepare a final Connected and Automated Vehicle Plan for Council approval.  
(2022-T10)

**Motion Passed**

5. (2.5) Harris Park Erosion Control Structure Replacement - RFP22-097

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 September 13, 2022, related to RFP22-097 Harris Park Erosion Control Structure Replacement:

- a) Matrix Solutions Inc. BE APPOINTED Consulting Engineers to complete consulting services for the Harris Park Erosion Control Structure Replacement, with the estimate on file, at an upset amount of \$562,665 including 20% contingency (excluding HST), in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this 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-E21)

**Motion Passed**

6. (2.7) Agreement - Thames River Experimental Stream Science Facility at Adelaide Pollution Control Plant (Relates to Bill No. 356)

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 September 13, 2022, BE INTRODUCED at the Municipal Council meeting to be held on September 27, 2022, to:

a) authorize the Agreement, as appended to the above-noted by-law, being an Agreement between The Corporation of the City of London and the University of Waterloo for the use of space at the Adelaide Pollution Control Plant for a research experiment (termed a Mesocosm); and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2022-E03)

**Motion Passed**

7. (2.8) Closing Emerson Avenue Cul-de-sac (Relates to Bill No. 359)

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 September 13, 2022, related to the Closing of the Emerson Avenue Cul-de-sac:

a) the closing of the Emerson Avenue cul-de-sac on Registered Plan 914 BE APPROVED; and,

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on September 27, 2022, to stop up and close the Emerson Avenue Cul-de-sac;

it being noted that any future conveyance of the close road allowance will be subject to the retention of a combined services easement for storm and sanitary sewers. (2022-T09)

**Motion Passed**

9. (2.6) Oxford Street West Improvements - Environmental Assessment Study

Motion made by: E. Pelosa

That the staff report, dated September 13, 2022, with respect to an Environmental Assessment Study related to the Oxford Street West Improvements, BE REFERRED back to the Civic Administration to determine how to proceed with the matter. (2022-E05)

**Motion Passed**

10. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at August 15, 2022, BE RECEIVED.

**Motion Passed**

8. (2.3) Windermere Road Improvements - Environmental Study Report

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 September 13, 2022, related to the Windermere Road Improvements Municipal Class Schedule C Environmental Assessment:

- a) the Windermere Road Improvements Environmental Assessment Study BE ACCEPTED;
- b) a Notice of Study Completion for the project BE FILED with the Municipal Clerk; and,
- c) the Environmental Study Report BE PLACED on the public record for a 30-day review period;

it being noted that the project implementation timing will be reconsidered in the future Development Charges Background Study and multi-year budgeting processes due to the increased project cost estimate and a capital budget amendment will be brought forward with the 2023 Budget Update to identify only near-term pre-engineering funds to maintain project progress. (2022-T06)

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

8.4 4th Report of the Audit Committee

Motion made by: J. Morgan

That the 4th Report of the Audit Committee BE APPROVED.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no Pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) Internal Audit Follow Up Activities Dashboard

Motion made by: J. Morgan

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

**Motion Passed**

**9. Added Reports**

None.

**10. Deferred Matters**

None.

**11. Enquiries**

Councillor M. van Holst enquires with respect to whether there may be a “municipal purpose” in allowing charitable groups to help house the homeless in temporary mobile shelters, and what can be done to facilitate this or what challenges it might pose. The Deputy City Manager, Planning and Economic Development provides a response, including the notation that the Civic Administration works with organizations wherever feasible.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That Introduction and First Reading of Bill No.’s 355 to 360, inclusive, BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

Motion made by: J. Fyfe-Millar

Seconded by: S. Lehman

That Second Reading of Bill No.’s 355 to 360, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

Motion made by: M. Hamou

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.'s 355 to 360, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, 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: (1): M. Salih

**Motion Passed (14 to 0)**

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

Bill No. 355	By-law No. A.-8296-251 - A by-law to confirm the proceedings of the Council Meeting held on the 27th day of September, 2022. (City Clerk)
Bill No. 356	By-law No. A.-8297-252 - A by-law to authorize and approve an Agreement between The Corporation of the City of London and The University of Waterloo for the use of space at the Adelaide Pollution Control Plant for a research experiment (termed a Mesocosm) and to authorize the Mayor and the City Clerk to execute the Agreement. (2.7/12/CWC)
Bill No. 357	By-law No. A.-6582(b)-253 – A by-law to amend By-law No. A.-6582-255 being a by-law to establish a Committee of Management for the Dearness Home and to update the Terms of Reference. (2.6/13/SPPC)
Bill No. 358	By-law No. L.S.P.-3504-254 - A by-law to designate 514 Pall Mall Street to be of cultural heritage value or interest. (2.4/13/PEC)
Bill No. 359	By-law No. S.-6203-255 - A by-law to stop up and close the Emerson Avenue cul-de-sac. (2.8/12/CWC)
Bill No. 360	By-law No. Z.-1-223060 - A by-law to amend By-law No. Z.-1 to rezone a portion of an area of land located at 4680 Wellington Road South. (3.1/15/PEC)

**14. Adjournment**

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

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourns at 4:54 PM.

---

Ed Holder, Mayor

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Michael Schulthess, City Clerk

Hello - I have lived in Downtown London for many years. I vote in every election. I obey the law. I raised my son to honour and respect himself and others - especially women. I would strongly support reducing the number of licences and keeping them at this number. I would strongly support limiting the permissible locations of these premises to areas such as Exeter Road, etc. They should never be near residential neighbourhoods. Downtown has always been a residential neighbourhood and is becoming more populated. The residents and legitimate business owners in Downtown have more than enough problems to contend with already. Thank you for your attention - Kate Albert N6A 1L4

## Temporary Shelter Permissions

October 13, 2022

RE: CPSC item 5.2 - Zoning Amendment to Permit a Pilot of Temporary Mobile Shelters

Dear council colleagues,

Winter is approaching and many members of our community are wondering what assistance can be provided to the growing homeless population in London. Churches and charities have considered erecting temporary mobile shelters on their properties, but our bylaws could place them in a position of non-compliance.

I recommend the following actions for the reasons given in my previous communication.

- a) That staff BE DIRECTED to initiate a city-led amendment to the zoning by-law which would allow a pilot of temporary shelters, including Conestoga huts, to be conducted at 696 Dundas St. London, ON N5W 2Z4 from October 2022 through April 2024 (two winters) at no cost to Ark Aid Mission.
- b) That staff BE DIRECTED to initiate a review of the zoning by-law to consider temporary mobile shelters at places of worship.

Staff has informed me that our direction in a) “would suspend any enforcement if the final decision of Municipal Compliance is that the use does not comply with the zoning bylaw.” This would allow the pilot to proceed immediately at Ark Aid Mission even though the process itself would take 90 days.

I am told that the direction in b) would take somewhat longer. However, it should provide us clarity and options for the spring. I would also note that the bylaw we create could ultimately be used as a template for other communities who could institute the practice as an alternative to sending their homeless to London.

Approving the two motions would:

- 1) Allow Ark Aid Mission to use the temporary shelters they already have in place.
- 2) Permit a future vote on allowing other organizations to do the same.
- 3) Start the public process to allow for the proposed use.

Sincerely,



Michael van Holst  
Ward 1 Councillor



Temporary Shelters at Ark Aid Mission

**From:** [londondev@rogers.com](mailto:londondev@rogers.com) <[londondev@rogers.com](mailto:londondev@rogers.com)>

**Sent:** Monday, October 3, 2022 8:37 AM

**To:** City of London, Mayor <[mayor@london.ca](mailto:mayor@london.ca)>; van Holst, Michael <[mvanholst@london.ca](mailto:mvanholst@london.ca)>; Lewis, Shawn <[slewis@london.ca](mailto:slewis@london.ca)>; Salih, Mo Mohamed <[msalih@london.ca](mailto:msalih@london.ca)>; Helmer, Jesse <[jhelmer@london.ca](mailto:jhelmer@london.ca)>; Cassidy, Maureen <[mcassidy@london.ca](mailto:mcassidy@london.ca)>; Hamou, Mariam <[mhamou@london.ca](mailto:mhamou@london.ca)>; Fyfe-Millar, John <[jfmillar@london.ca](mailto:jfmillar@london.ca)>; Morgan, Josh <[joshmorgan@london.ca](mailto:joshmorgan@london.ca)>; Lehman, Steve <[slehman@london.ca](mailto:slehman@london.ca)>; Hopkins, Anna <[ahopkins@london.ca](mailto:ahopkins@london.ca)>; Van Meerbergen, Paul <[pvanmeerbergen@london.ca](mailto:pvanmeerbergen@london.ca)>; Turner, Stephen <[sturner@london.ca](mailto:sturner@london.ca)>; Pelozo, Elizabeth <[epelozo@london.ca](mailto:epelozo@london.ca)>; Hillier, Steven <[shillier@london.ca](mailto:shillier@london.ca)>

**Cc:** Mathers, Scott <[smathers@london.ca](mailto:smathers@london.ca)>; Adema, Justin <[jadema@london.ca](mailto:jadema@london.ca)>; Campbell, Melissa <[mecampbe@london.ca](mailto:mecampbe@london.ca)>; PEC <[pec@london.ca](mailto:pec@london.ca)>

**Subject:** [EXTERNAL] ReThink Zoning Update; PEC Agenda 4.1 under Items for Direction

Good Morning Mr. Mayor and Councillors

On the PEC agenda this afternoon is an information item to be received regarding an update to the ReThink Zoning process.

I have made a request for delegation status for this item but if this is not possible, I just wanted to let you know LDI is in support of the report being received for information and the anticipated consultation on the zoning by-law's development over the next year.

The report clearly indicates that this update is based on the work to date by the project consultants and for discussion purposes going forward.

We are supportive of a proactive consultation plan particularly with the development and building industry. As the most active user of the zoning by-law, the consultation and engagement with the development and building industry will be crucial to the successful development of the new comprehensive zoning by-law.

Our goal is a zoning by-law that works for the industry, City Council and staff, and the public. We are looking forward to the anticipated consultation and discussions on the new zoning by-law's development over the next year.

Thanks

Mike Wallace

Executive Director

London Development Institute (LDI)

519-854-1455

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





**From:**

**Sent:** Wednesday, October 5, 2022 8:52 AM

**To:** North Talbot

**Cc:** Council Agenda <councilagenda@london.ca>; Masse, Penny <pmasse@london.ca>

**Subject:** [EXTERNAL] Re: please add to Council agenda Seasonal Outdoor Patios

Please add to the Council agenda with permission.

Dear Members of Council,

4.2

[Zoning By-law Amendment - Seasonal Outdoor Patios](#)

The reason there are patio capacity limits is because patios are loud and disturb area residents. It is the same reason why police break-up large student parties. Capacity limits are placed on patios across jurisdictions so there is no mystery as to why they are needed. Voices of people are loud, and the flood of patio guests into neighbourhoods late at night is also disturbing to area residents. Plain and simple.

Police also have problems hearing disturbances on the street and on patios if too loud and if too crowded patio patrons do not see or hear people in distress. Other jurisdictions also require seating for every patio patron otherwise capacity limits cannot be enforced. Stand-up patios cannot be enforced because it requires 'counting people' to meet capacity limits.

Residents are tired of the complete disregard of their interests and well-being from this Council when making decisions. Current councillors are suburban-minded and perhaps have never experienced urban living and don't know how to live together. This is a city of 400,000 with a horse and buggy mentality.

Staff have presented a new by-law that meets all the criteria from provincial standards including the building code. Capacity is limited to protect residents and you are wrong about indoor dining on hot days. Many people prefer indoor dining because it is air conditioned.

It is a small-minded town that cannot balance business with residents' needs. Balance is urban living in a nutshell.

AnnaMaria Valastro

North Talbot



October 12, 2022

Mayor Holder and Members of Council  
City of London

**Re: 39T-21508 / Z-9524 - 1156 Dundas Street**

To the Mayor and Members of Council of the City of London,

We wish to clarify the comments raised regarding our planning applications to support our development proposals of the former McCormick factory site. The McCormick factory site is an adaptive reuse of an existing building with strong ties to the London community. Such re-use of the existing building acts to rejuvenate and revitalize the area. The proposed development represents a \$120M investment in the McCormick Area Secondary Planning Area and consists of an extended care facility, seniors' apartments, a townhouse development, along with the restoration of the existing heritage building for mixed use purposes (office, retail and residential).

The proposed development is consistent with the policies set out in the McCormick Secondary Planning Area and long-term goals for the area. The Proposed development creates new street and pedestrian connections to improve neighbourhood walkability and linkages with surrounding open space; integrates with the surrounding neighbourhood and provides much needed housing options to the area; strengthens the vitality of Dundas Street as an urban main street; supports local business growth and innovation; and preserve the integrity of the existing heritage building which is a landmark in the City of London.

There are two key issues identified in the City's staff report requiring clarification:

1. Parkland dedication requirements which exceed what is permitted by the *Planning Act*.
2. Height restrictions for Block 3.

We appreciate that Councillor Helmer took the time to meet with us and successfully encourage the Committee to ask staff to make adjustments to the draft amendments to development on the proposed Block 3 to a height of five storeys instead of the recommended four and recommend the revised amendments to Council. Taking into consideration the area and existing planning framework applicable to the building a maximum height of six storeys is appropriate for the block and was contemplated in the McCormick Area Secondary Plan ('MASP'). With the subsequent plans for a new rapid transit station at McCormick Boulevard and Dundas Street, it is only prudent to increase density in this area based on its accessibility through the rapid transit system.

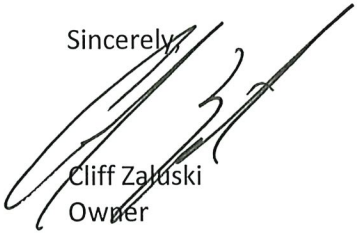
We participated in the MASP process in 2015 with City representatives. The MASP is a considered, comprehensive and fulsome plan to facilitate the redevelopment of the McCormick property. We intentionally prepared our development proposal and submitted applications that are consistent with and reflect the provisions of the MASP. In an attempt to work collaboratively with City representatives, we have accommodated

for an expanded park block and recreational walkway corridors into our planning applications despite there being no policy basis for such inclusion and were not included as part of the City's conceptual development plan. Our proposal accommodates the City's request for the walkway areas into the proposed development. However, the Parkland Dedication being recommended by the City significantly exceeds what is required under the *Planning Act*. The draft Conditions of Approval for the proposed development significantly exceeds the limits established by the *Planning Act* by requiring that the owner convey parkland to the City and cash-in-lieu payments to the maximum permitted amount without taking into consideration the land being utilized for the public recreational walkway corridors (approx. 0.37 ha) which are to be maintained as parkland in perpetuity.

These issues are significant to the ability of the proposed development to proceed. It is our goal that Council will recognize the importance of the proposed redevelopment and reuse of the McCormick factory and approve the development as proposed in the planning applications.

Thank you for consideration.

Sincerely,



Cliff Zakuski  
Owner  
McCormick Villages Inc.



Stephen Cornwell, RPP  
Planner, Sierra Construction  
scornwell@sierraconstruction.ca

cc Paula Lombardi – Siskinds LLP

# **Civic Works Committee**

## **Report**

The 13th Meeting of the Civic Works Committee  
October 4, 2022

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

**ALSO PRESENT:** J. Bunn and J. Taylor

**ALSO PRESENT:** Councillor S. Hillier; G. Belch, J. Dann, H. Lysynski, D. MacRae, K. Oudekerk, A. Rammeloo, K. Scherr, G. Smith, J. Stanford and B. Westlake-Power

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

### **1. Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Consent**

Moved by: P. Van Meerbergen

Seconded by: E. Holder

That Items 2.1 to 2.4 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 and 3rd Reports of the Environmental Stewardship and Action Community Advisory Committee**

Moved by: P. Van Meerbergen

Seconded by: E. Holder

That the following actions be taken with respect to the 2nd and 3rd Reports of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from the meetings held on September 7, 2022 and September 21, 2022, respectively:

a) the following actions be taken with respect to the 2nd Report of the ESACAC:

- i) the 1470-1474 Highbury Avenue Working Group comments BE FORWARDED to the Civic Administration for consideration and the Planner BE REQUESTED to respond to the ESACAC questions; and
- ii) clauses 1.1, 1.2, 2.1, 3.1, 3.2 and 5.1 to 5.5, BE RECEIVED; and,

b) the 3rd Report of the ESACAC BE RECEIVED.

**Motion Passed**

2.2 Emergency Repair of Incinerator Systems at Greenway Wastewater Treatment Plant

Moved by: P. Van Meerbergen  
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 October 4, 2022, related to the Emergency Repair of the Incinerator at the Greenway Wastewater Treatment Plant:

- a) the purchase orders issued for emergency repairs to the incinerator and related systems at Greenway Wastewater Treatment Plant under Section 14.2 of the Procurement of Goods and Services Policy at a projected total price of \$178,483.91 (HST excluded), BE CONFIRMED;
- 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 Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2022-E03)

**Motion Passed**

2.3 Short-Term Contract Amendment for EnviroDepot Operation and Management Program

Moved by: P. Van Meerbergen  
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 October 4, 2022, related to a Short-Term Contract Amendment for EnviroDepot Operation and Management Program:

- a) the action taken by the Deputy City Manager, Environment and Infrastructure, in accordance with Procurement of Goods and Services Policy, Section 4.3 d., BE RECOGNIZED; it being noted that the action taken is in the best interest for the safe and efficient operation of EnviroDepots during the fall season (2022) when use of the EnviroDepots is increased;
- b) the short-term amendment of the contract with Try Recycling Inc., for the provision of the EnviroDepot Operation and Management Program, in accordance with Procurement of Goods and Services Policy, Section 20.3 e)i., BE APPROVED; and,
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this Report and the contracts referenced herein. (2022-E07)

**Motion Passed**

2.4 Dedicated Locator Model Agreement

Moved by: P. Van Meerbergen  
Seconded by: E. Holder

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated October 4, 2022, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to:

- a) adopt the Dedicated Locator Model Agreement, as appended to the above-noted by-law, that establishes the terms and conditions Dedicated Locators must agree to when locating municipal services on behalf of the City; and,
- b) delegate to the Deputy City Manager, Environment and Infrastructure, the authority to make minor amendments to the approved Dedicated Locate Model Agreement from time to time and is fully responsible for determining the terms and conditions in the above-noted Agreement, specific to each project and has the authority to approve and reject applications and execute and terminate Dedicated Locate Agreements on behalf of The Corporation of the City of London. (2022-L04A)

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

- 4.1 4th Report of the Integrated Transportation Community Advisory Committee

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

That the following actions be taken with respect to the 4th Report of the Integrated Transportation Community Advisory Committee (ITCAC), from its meeting held on September 21, 2022:

- a) the following actions be taken with respect to the Integrated Transportation Community Advisory Committee (ITCAC) Active Transportation Sub-Committee:
  - i) the Civic Administration BE REQUESTED to consult with the ITCAC during all “Advisory Committee Consultation Phases” of the Mobility Master Plan process and identify specific areas of the process where the ITCAC may provide its input, expertise and support to the Mobility Master Plan Project Team and/or the Community Engagement Panel; and,
  - ii) the Civic Administration BE REQUESTED to consult with the ITCAC during the development of the proposed draft by-law related to E-Scooters;
- b) clauses 1.1, 2.1 and 3.1 to 3.3 BE RECEIVED.

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

**Motion Passed (6 to 0)**

**5. Deferred Matters/Additional Business**

- 5.1 Deferred Matters List

Moved by: J. Fyfe-Millar  
Seconded by: J. Helmer

That the Civic Works Committee Deferred Matters List as at September 26, 2022, BE RECEIVED.

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

**Motion Passed (6 to 0)**

5.2 (ADDED) Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Detailed Design Consultant Award

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 4, 2022, related to the Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Detailed Design Consultant Award:

- a) CIMA Canada Inc. BE APPOINTED Consulting Engineers in the amount of \$2,104,213.00, including 10% contingency (excluding HST), in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report", as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the 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-E03)

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

**Motion Passed (6 to 0)**

**6. Confidential**

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

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

6.1. Litigation/Solicitor-Client Privilege

A matter pertaining to litigation currently before the Superior Court of Justice, court file No. 2278/18 and 2278/18-A1 affecting the municipality and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to the Bradley Avenue West Extension and Wharnccliffe Road South Improvements.

6.2. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List.

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

**Motion Passed (6 to 0)**

The Civic Works Committee convened In Closed Session from 12:23 PM to 12:52 PM.

**7. Adjournment**

The meeting adjourned at 12:54 PM.



# Community and Protective Services Committee

## Report

The 11th Meeting of the Community and Protective Services Committee  
October 4, 2022

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

ALSO PRESENT: J. Bunn and J. Taylor

Remote Attendance: Councillors S. Lewis and M. van Holst; K. Dickins, E. Ling, H. Lysynski, L. Marshall, S. Mathers, N. Musicco, C. Smith and 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 M. Mamou, 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 5.1 of this Report, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family hosts a five day event.

### 2. Consent

Moved by: S. Hillier  
Seconded by: M. Hamou

That Items 2.1 to 2.3 BE APPROVED.

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

**Motion Passed (6 to 0)**

#### 2.1 3rd Report of the Accessibility Community Advisory Committee

Moved by: S. Hillier  
Seconded by: M. Hamou

That the 3rd Report of the Accessibility Community Advisory Committee, from its meeting held on September 22, 2022, BE RECEIVED.

**Motion Passed**

#### 2.2 3rd Report of the Animal Welfare Community Advisory Committee

Moved by: S. Hillier  
Seconded by: M. Hamou

That the following actions be taken with respect to the 3rd Report of the Animal Welfare Community Advisory Committee, from its meeting held on September 1, 2022:

a) the Civic Administration BE REQUESTED to explore alternatives to fireworks with sound; and,

b) clauses 1.1, 2.1, 3.1, 4.1 to 4.3 and 4.5 to 4.9 BE RECEIVED.

**Motion Passed**

2.3 Property Standards Related Demolitions

Moved by: S. Hillier

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated October 4, 2022, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022, to approve the potential demolition of the abandoned buildings located at 421 Wharncliffe Road South, 254 Hamilton Road and 7234 Littlewood Drive and the properties may be cleared of all identified buildings, structures, debris and refuse and left in a graded and levelled condition in accordance with the City of London Property Standards By-law and the Ontario Building Code Act. (2022-P10D)

**Motion Passed**

**3. Scheduled Items**

3.1 Adult Live Entertainment Parlour - 2010 Dundas Street - Deletion of Location

Moved by: J. Helmer

Seconded by: E. Holder

That the following actions be taken with respect to the staff report, dated October 4, 2022, with respect to the Adult Live Entertainment Parlour located at 2010 Dundas Street – Deletion of Location:

- a) the Civic Administration BE DIRECTED to provide the Community and Protective Services Committee with future status update reports with respect to licence applications for adult entertainment parlour locations;
- b) the above-noted staff report BE RECEIVED; and,
- c) the communication, as appended to the Added Agenda, from W. Goldsmith and J. Dunn, London Abused Women's Centre, with respect to this matter, BE RECEIVED;

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

- W. Goldsmith, London Abused Women's Centre; and,
- J. Dunn, London Abused Women's Centre. (2022-P09)

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, S. Hillier, and E. Holder

Nays: (1): M. Hamou

**Motion Passed (5 to 1)**

Voting Record:

Moved by: E. Holder

Seconded by: M. Hamou

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: E. Holder  
Seconded by: M. Hamou

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

That the Deferred Matters List for the Community and Protective Services Committee, as at September 26, 2022, BE RECEIVED.

**Motion Passed**

Voting Record:

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

Motion to receive Item Number 1 on the Deferred Matters List for the Community and Protective Services Committee, as at September 26, 2022.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and E. Holder

Recuse: (1): S. Hillier

**Motion Passed (5 to 0)**

Moved by: S. Hillier  
Seconded by: M. Hamou

Motion to receive the Deferred Matters List for the Community and Protective Services Committee, as at September 26, 2022, with the exception of Item Number 1.

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

**Motion Passed (6 to 0)**

5.2 (ADDED) Councillor M. Van Holst - Zoning Amendment to Permit a Pilot of Temporary Mobile Shelters

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

That the communication, dated September 30, 2022, from Councillor M. van Holst, with respect to a zoning amendment to permit a pilot of temporary mobile shelters, BE RECEIVED. (2022-S11)

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

**Motion Passed (6 to 0)**

**6. Confidential**

Moved by: M. Hamou  
Seconded by: E. Holder

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1. Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, with respect to 2010 Dundas Street East, a location where an Adult Live Entertainment Parlour may operate under the City's Business Licensing By-law L-6.

6.2. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List – "Accessibility" Category.

6.3. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List – "Age Friendly" Category.

6.4. Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List – "Arts" Category.

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

**Motion Passed (6 to 0)**

The Community and Protective Services Committee convened In Closed Session from 4:14 PM to 5:10 PM.

**7. Adjournment**

The meeting adjourned at 5:36 PM.

# Corporate Services Committee

## Report

13th Meeting of the Corporate Services Committee  
October 3, 2022

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

ABSENT: Mayor E. Holder

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

Remote Attendance: Councillor S. Hillier; L. Livingstone, A. Barbon, M. Butlin, I. Collins, M. Schulthess

The meeting is called to order at 12:00 PM; it being noted that the Members were in remote attendance, Councillors M. Cassidy, M. Hamou and J. Morgan.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

#### 2.1 Appointments and Updates to the Joint Venture Management Committee for the 4-Pad Arena Complex

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Joint Venture Management Committee for the 4-Pad Arena Complex:

a) the proposed by-law as appended to the staff report dated October 3, 2022 as Appendix "A" BE INTRODUCED at the October 17, 2022 meeting of the Municipal Council to amend By-law No. A.-6567-226 being a by-law to approve the appointment of the City's representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands; and,

b) the Western Fair Association's Chief Executive Officer, and the Director of Racing along with their Director of Corporate Services as an alternative representative BE APPROVED as Western Fair Association's nominees to the Joint Venture Management Committee.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 3. Scheduled Items

None.

### 4. Items for Direction

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

That Items 4.1 and 4.2 BE APPROVED.

Yeas: (2): M. Cassidy, and J. Morgan

Nays: (3): S. Lewis, M. Hamou, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Failed (2 to 3)**

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That items 4.1 and 4.2 BE RECEIVED.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

4.1 Application - Issuance of Proclamation - Economic Abuse Awareness Day

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That the application from Canadian Centre for Women's Empowerment, November 26, 2022 with respect to Economic Abuse Awareness Day BE RECEIVED.

**Motion Passed**

4.2 Application - Issuance of Proclamation - National Children's Grief Awareness Day

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That the application dated August 25, 2022 from Rainbows For All Children Canada, November 17, 2022 with respect to National Children's Grief Awareness Day, BE RECEIVED.

**Motion Passed**

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

5.1 (ADDED) Application - Issuance of Proclamation - Treaties Recognition Week

Moved by: M. Cassidy

Seconded by: M. Hamou

That based on the application dated September 22, 2022 from Oneida Nation of the Thames, November 6 - 12, 2022 BE PROCLAIMED Treaties Recognition Week.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**6. Adjournment**

Moved by: J. Fyfe-Millar

Seconded by: M. Hamou

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 12:14 PM.

# Planning and Environment Committee

## Report

16th Meeting of the Planning and Environment Committee  
October 3, 2022

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

ABSENT: Mayor E. Holder

ALSO PRESENT: PRESENT: H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillor J. Helmer; J. Adema, O. Alchits, A. Anderson, G. Barrett, J. Bunn, M. Campbell, M. Corby, L. Dent, K. Edwards, K. Gonyou, M. Hefferton, J. Kelemen, P. Kokkoros, S. Mathers, H. McNeely, N. Musicco, B. Page, M. Pease, A. Singh and B. Westlake-Power

The meeting was called to order at 4:02 PM, with Councillor A. Hopkins in the Chair, Councillors S. Lewis and S. Lehman present and all other members participating by remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Lewis

Seconded by: S. Lehman

That Items 2.1 to 2.5, inclusive, BE APPROVED.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 3rd Report of the Ecological Community Advisory Committee

Moved by: S. Lewis

Seconded by: S. Lehman

That the 3rd Report of the Ecological Community Advisory Committee, from its meeting held on September 15, 2022 BE RECEIVED for information. (2022-D04)

**Motion Passed**

#### 2.2 5th Report of the Community Advisory Committee on Planning

Moved by: S. Lewis

Seconded by: S. Lehman

That the 5th Report of the Community Advisory Committee on Planning from its meeting held on September 14, 2022 BE RECEIVED for information. (2022-A02)

**Motion Passed**



2.3 3924 and 4138 Colonel Talbot Road - Heathwoods - Phase 5 (39T-12503)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Ltd., for the subdivision of land situated on the east side of Colonel Talbot Road, north of Lambeth Walk, municipally known as 3924-4128 Colonel Talbot Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Ltd., for the Heathwoods Subdivision, Phase 5 (39T-12503\_5) appended to the staff report dated October 3, 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 October 3, 2022 as Appendix "B"; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2022-D12)

**Motion Passed**

2.4 Heritage Alteration Permit Application - 870 Queens Avenue, Old East Heritage Conservation District

Moved by: S. Lewis

Seconded by: S. Lehman

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 painting previously unpainted brick of the heritage designated property at 870 Queens Avenue, within the Old East Heritage Conservation District, BE REFUSED;

it being noted that removing the paint from the brick is necessary to restore the property to its former condition. (2022-R01)

**Motion Passed**

2.5 634 Commissioners Road West (Z-9541)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the designation of the property at 634 Commissioners Road West:

a) Notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix D of the associated staff report dated October 3, 2022; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property located at 634 Commissioners Road West to be of cultural heritage value or interest for the reasons outlined in Appendix D of the above-noted staff report BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

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

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal. (2022-R01)

**Motion Passed**

### **3. Scheduled Items**

#### **3.1 2810 Roxburgh Road (Z-9525)**

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by Harpreet Singh (2309529 Ontario Inc.), relating to the property located at 2810 Roxburgh Road, the proposed by-law appended to the staff report dated October 3, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Light Industrial (LI2) Zone TO a Light Industrial Special Provision (LI6(\_)) 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:

a) appropriate setbacks along the site boundaries, provide enhanced landscaping along the site borders, and use enhanced landscaping and street trees along Roxburgh Road to screen the development and meet City tree planting requirements; and,

b) hard surfacing for the parking lot;

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 recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Light Industrial Place Type;
- the recommended amendment would facilitate the reuse of an otherwise underutilized parcel of land within an existing Industrial Area;
- the proposed use is considered appropriate for the context of the site; and,
- the recommended amendment conforms to the in-force policies of the Southwest Area Secondary Plan, including but not limited to the Land

Use Designations policies for Industrial Areas within the Brockley Industrial Neighbourhood. (2022-D21)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Hillier

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Hillier

Seconded by: S. Lehman

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 3.2 16 Wethered Street (Z-9309)

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 24457277 Ontario Inc. (Phil Pattyn), relating to the property located at 16 Wethered Street:

- a) the proposed by-law appended to the staff report dated October 3, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend Zoning By-law No. Z-1, (in conformity with the Official Plan for the City of London (The London Plan 2016)), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Residential R5-4 Special Provision (R5-4(\_)) Zone; and,
- b) the Site Plan Approval Authority BE REQUESTED to consider the following through the site plan process:
  - i) if board-on-board fencing will impact the existing trees, infill plantings will be required;
  - ii) provide an alternative site design to allow street facing units with garages at the rear units along the back to provide for the continued street-wall and have the rear block private amenity spaces abutting the other private amenity spaces;
  - iii) any surface parking be buffered from the street by the building with the driveway located closer to the south property line;

- iv) centrally located amenity space that is safely and comfortably accessible from all units; and,
- v) retain as many trees on the property as possible, specifically on the eastern border of the property;
- vi) provide enhanced landscaping where trees are not able to be preserved;

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

- a communication dated September 19, 2022, from D. Lamont;
- the staff presentation; and,
- a communication dated September 28, 2022, from M. Leyland;

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

- M. Campbell, Zelinka Priamo Ltd.;
- J. Williams, 1171 Dobie Street;
- Joseph, one of the owners of 16 Wethered Street; and,
- M. Leyland;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to the policies of the 1989 Official Plan, including but not limited to the Low-Density Residential Designation and Near-Campus Neighbourhoods;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building and Design, Our Tools, and Near-Campus Neighbourhoods; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and Primary Transit Area with an appropriate form of infill development. (2022-D04)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 3.3 850 Highbury Avenue North

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development with the advice of the Heritage Planner, the demolition request for the removal of (3) non-designated built resources on the heritage designated property at 850 Highbury Avenue North, BE PERMITTED pursuant to Section 34(1) of the *Ontario Heritage Act* subject to the following terms and conditions:

- a) prior to demolition, photo-documentation of the (3) non-designated built resources be provided to the City;
- b) during demolition, construction fencing and buffering of sensitive areas be implemented per Project Site Plan in Appendix B of the staff report dated October 3, 2022;
- c) during demolition, restrict construction routes to areas outside the treed allée; and,
- d) conduct and implement recommendations of a pre-condition survey, specific to the (3) non-designated built resources, to mitigate the risk of vibration from demolition activity on heritage designated resources;

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

- B. McCauley, Old Oak Properties. (2022-R01)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.4 185 and 189 Wellington Street

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the request by 2698746 Ontario Inc. and 2700875 Ontario Inc., to remove the properties located at 185 and 189 Wellington Street respectively, from the Register of Cultural Heritage Resources:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the built resource on the property at 185 Wellington Street;
- b) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the built resource on the property at 189 Wellington Street;
- c) the property at 185 Wellington Street BE REMOVED from the Register of Cultural Heritage Resources, and;
- d) the property at 189 Wellington Street BE REMOVED from the Register of Cultural Heritage Resources;

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

- C. Pretotto, Cspace Architecture. (2022-R01)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lehman

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**4. Items for Direction**

4.1 ReThink Zoning Information Report - Update and Sample Place Type Zones

Moved by: S. Lehman

Seconded by: S. Lewis

That the staff report dated October 3, 2022 entitled "ReThink Zoning Information Report - Update and Sample Place Type Zones", BE RECEIVED for information. (2022-D14)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

4.2 Zoning By-law Amendment - Seasonal Outdoor Patios

Moved by: S. Turner

Seconded by: S. Lewis

That, the following actions be taken with respect to zoning regulations related to seasonal outdoor patios:

a) the proposed revised by-law as appended to the Planning and Environment Committee Added Agenda BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022, to amend Section 4.18 of the Zoning By-law Z.-1; and,

b) the Civic Administration BE REQUESTED to report back at a future meeting with respect to the capacity limits and to explore any opportunities to update the limits as they relate to Section 4.18.1 of the Zoning By-law. (2022-D14)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

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

6.1 Personal Matters / Identifiable Individual

Moved by: S. Lehman

Seconded by: S. Turner

That the Planning and Environment Committee convene, in Closed Session, for the purpose of considering the following:

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2023 Mayor's New Year's Honour List.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

The Planning and Environment Committee convened, in Closed Session, from 5:22 PM to 5:26 PM.

**7. Adjournment**

The meeting adjourned at 5:28 PM.



# Planning and Environment Committee

## Report

17th Meeting of the Planning and Environment Committee  
October 5, 2022

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

ABSENT: S. Turner

ALSO PRESENT: PRESENT: H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillor J. Helmer; I. Abushehada,  
O. Alchits, G. Barrett, E. Biddanda Pavan, J. Bunn, M. Corby, A.  
Curtis, K. Edwards, M. Johnson, J. Kelemen, P. Kokkoros, S.  
Mathers, H. McNeely, B. Page, N. Pasato, M. Pease, S.  
Tatavarti and B. Westlake-Power

The meeting was called to order at 4:00 PM, with Councillor A.  
Hopkins in the Chair, Mayor E. Holder and 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

None.

### 3. Scheduled Items

#### 3.1 7098-7118 Kilborne Road (39CD-19518)

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 by Bluestone  
Properties Inc., relating to the properties located at 7098-7118 Kilbourne  
Road:

a) the proposed by-law appended to the staff report dated October 5,  
2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting  
to be held on October 17, 2022 to amend the Official Plan (The London  
Plan) to amend the Southwest Area Secondary Plan, Section 20.5.7  
(Lambeth Neighbourhood) to add a special policy to permit a minimum  
density of 6.4 units per hectare on the site (whereas a minimum density of  
15 units per hectare is required);

b) the proposed by-law appended to the staff report dated October 5,  
2022 as Appendix "C" BE INTRODUCED at the Municipal Council  
meeting to be held on October 17, 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 Residential R1 (R1-8),  
Environmental Review (ER), Open Space (OS4), a Holding Open Space  
(h-2\*OS4), and an Open Space (OS5) Zone TO a Residential Special  
Provision R6 (R6-1(\_)) Zone and Open Space (OS5) Zone;

c) the Approval Authority BE ADVISED that no issues were raised at the public meeting relating the application for Draft Plan of Vacant Land Condominium relating to the property located at 7098-7118 Kilbourne Road; and,

d) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 7098-7118 Kilbourne Road:

- i) the type and quality of fencing to be installed;
- ii) inquiring if the lighting will be overhead or lower lighting; and,
- iii) garbage collection;

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

- C. Wiebe, MHBC Planning; and,
- P. Davison, 3919 Stacey Crescent;

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

- the recommended amendments are consistent with the Provincial Policy Statement 2020;
- the proposed amendments conform to the former in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential and Open Space policies;
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhood Place Type and Green Space policies;
- the recommended amendment facilitates the development of an underutilized property and encourages an appropriate form of development; and,
- the subject lands are located in close proximity to arterial roads, surrounding services and access to the Dingman Creek which provides pedestrian movements north and south along the Dingman Creek Corridor. (2022-D07)

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

Absent: (1): S. Turner

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: E. Holder

Seconded by: S. Hillier

Motion to open the public participation meeting.

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. Lehman

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): S. Turner

**Motion Passed (5 to 0)**

3.2 4452 Wellington Road South (OZ-9497)

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 by MHBC Planning, on behalf of 2858637 Ontario Inc., relating to the property located at 4452 Wellington Road South:

a) the proposed by-law appended to the staff report dated October 5, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend The London Plan to:

i) change the designation of a portion of the subject lands FROM a Shopping Area Place Type TO a Light Industrial Place Type on Map 1 – Place Types; and,

ii) amend section 1565\_5 of the Official Plan (The London Plan), List of Secondary Plans - Southwest Area Secondary Plan, by changing the designation of a portion of the subject lands FROM Commercial TO Industrial on Schedule 4, Southwest Area Land Use Plan, and Schedule 17, Wellington Rd/Hwy 401 Land Use Designations; and,

b) the proposed by-law appended to the staff report dated October 5, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, (The London Plan 2016) as amended in part a) above), to change the zoning of the subject property FROM a Holding Associated Shopping Area Commercial (h-17\*ASA1/ASA2/ASA6) Zone TO a Holding Light Industrial (h-17\*LI6) Zone, and an Environmental Review (ER) Zone;

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

- S. Allen, MHBC;

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, Industrial Place Type, Shopping Area Place Types, and Natural Heritage Features and Hazards;
- the recommended amendment conforms to the policies of the Southwest Area Secondary Plan and the 1989 Official Plan;
- the recommended amendment facilitates the development of a site within the Wellington Road/ Highway 401 Neighbourhood; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate environmental studies are completed. (2022-D21)

Yeas: (4): A. Hopkins , S. Lewis, S. Lehman, and E. Holder

Nays: (1): S. Hillier

Absent: (1): S. Turner

**Motion Passed (4 to 1)**

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): S. Turner

**Motion Passed (5 to 0)**

Moved by: E. Holder

Seconded by: S. Hillier

Motion to close the public participation meeting.

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. Hillier

Seconded by: S. Lehman

Motion to refer consideration of the application to a future Planning and Environment Committee public participation meeting, to allow the residents of Brockley-Shaver to be notified of the proposed application.

Yeas: (2): S. Lehman, and S. Hillier

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

Absent: (1): S. Turner

**Motion Failed (2 to 3)**

### 3.3 1033 Dundas Street (Z-9513)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning & Development, based on the application by Drygas Properties Inc., relating to the property located at 1033 Dundas Street, the proposed by-law appended to the staff report dated October 5, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan (The London Plan 2016)), to change the zoning of the subject property FROM a Business District Commercial (BDC) Zone TO a Holding Business District Commercial Special Provision (h-(-)\*BDC(-)) Zone;

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

- a communication dated October 3, 2022, from T. Brydges, Zelinka Priamo Ltd.;

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

- T. Brydges, Zelinka Priamo Ltd.

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement, 2020, which encourages intensification, redevelopment, and a compact form in strategic locations to minimize land consumption and servicing costs. The amendment will provide for a range of housing types and densities within the area to meet projected requirements of current and future residents, by promoting a land use pattern, density, and a mix of uses that serve to minimize the length and number of vehicle trips and support the development of viable choices and plans for public transit and other alternative transportation modes;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Rapid Transit Corridor Place Type, City Building and Design, Our Tools, and all other applicable policies, to facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment conforms to the policies of the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor (MSCC);
- 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 site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2022-D02)

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Motion to close the public participation meeting.

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

3.4 366 Hill Street (Z-9511)

Moved by: E. Holder

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by Drygas Properties Inc., relating to the property located at 1033 Dundas Street, the proposed by-law appended to the staff report dated October 5, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan (The London Plan 2016)), to change the zoning of the subject property FROM a Business District Commercial (BDC) Zone TO a Holding Business District Commercial Special Provision (h-(\_)BDC(\_)) Zone;

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

- a project fact sheet from J. Smolarek, siv-ik;

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

- J. Smolarek, siv-ik;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended amendment conforms to the in-force policies of the Old Victoria Hospital Secondary Plan, including but not limited to the Low-Rise residential policies; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2022-D04)

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

Additional Votes:

Moved by: E. Holder

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to close the public participation meeting.

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

3.5 1156 Dundas Street (39T-21508 / Z-9524 / O-9545)

Moved by: E. Holder

Seconded by: S. Lewis

That the following actions be taken with respect to the application by McCormick Villages Inc., relating to lands located at 1156 Dundas Street:

a) the proposed by-law appended to the staff report dated October 5, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend the Official Plan (The London Plan), relating to the McCormick Area Secondary Plan to revise Schedule 1 "Community Structure Plan" to remove two segments of the "Potential Connection" delineation extending west from Sparton Street between Ashland Avenue and McCormick Boulevard and extending west from Osborne Street between Ashland Avenue and McCormick Boulevard, and to add a new segment of the "Potential Connection" between Ashland Avenue and McCormick Boulevard; to revise policy 20.8.2.2 to include wording such that "opportunities should be explored to create new public connections to increase the walkability of the area", and "the creation of other east-west local streets as public connections, either in the form of public streets or public pathways, are also ideal opportunities to provide new linkages when sites redevelop"; and to revise Schedule 3 "Street Hierarchy" to remove one segment of the "Future Publicly Accessible Connection" delineation extending west from Osborne Street between Ashland Avenue and McCormick Boulevard, and to add a new segment of the "Future Publicly Accessible Connection" between Ashland Avenue and McCormick Boulevard;

b) the proposed, attached, by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan (The London Plan 2016)), to change the zoning of the subject property FROM a Holding Business District Commercial Special Provision (h-5•h-67•h-120•h-149•h-204•h-205•BDC2(11)•D150•H35) Zone, a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)) Zone, a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)•H15) Zone, a Holding Residential R1 (h-67•h-202•h-203•h-205•R1-2) Zone, and an Open Space (OS1) Zone TO a Holding Business District Commercial Special Provision (h•h-5•h-100•h-120•h-149•h-204•h-205•h- •BDC2(11)•D150•H35) Zone, a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•h- •h- •R6-5(41)•H13.5) Zone, a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•h- •h- •R6-5(41)•H15) Zone, a Holding Residential R4 Special Provision (h•h-5•h-

100•h-202•h-203•h-205•h- •h- •R4-3( ) Zone, and an Open Space (OS1) Zone;

c) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the Site Plan Approval application submitted by McCormick Villages Inc., relating to the lands located at 1156 Dundas Street;

- i) the development should be six storeys;
- ii) the walkway should be considered parkland;
- iii) the residential stakeholders are being ignored;
- iv) the north lot was previously approved as low-density single family and is now being zoned townhouses and medium density;
- v) request development go from low-density to medium density to high density; and,
- vi) lack of public consultation on the proposed development;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision as submitted by McCormick Villages Inc. (Project No. 180204), certified by Terry Dietz O.L.S., dated September 21, 2021 and revised September 2022, as red-line amended, which shows 1 medium density/commercial block, 3 medium density blocks, 1 park block, 1 future road block, 1 road widening block, 1 road realignment block, and 3 reserve blocks, served by 1 new street (Gleeson Street), SUBJECT TO the conditions contained in Appendix 'D' appended to the staff report dated October 5, 2022; and,

e) the proposed attached, by-law (Appendix "D") BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan (The London Plan 2016)), to change the zoning of the subject property to amend the zoning on Block 3 of the proposed draft plan of subdivision from a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)•H15) Zone to a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•R6-5(41)•D150) Zone to permit a maximum height of five storeys and a maximum density of 150 units per hectare;

f) pursuant to Section 34(17) of the *Planning Act, R.S.O. 1990, c. P. 13*, no further notice BE GIVEN;

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

- the staff presentation;

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

- S. Cornwell, on behalf of the applicant;
- M. Kay;
- J. Fisher, 818 Elias Street;
- C. Murphy, 269 Taylor Street; and,
- J. Dombrowskis, Extendicare;

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

- the proposed and recommended amendments are consistent with the Provincial Policy Statement 2020, which promotes a compact form of



development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;

- the proposed Draft Plan of Subdivision and zoning conforms to the in-force policies of The London Plan, including but not limited to the Rapid Transit Corridor Place Type, Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the proposed and recommended amendments conform to the in-force policies of The London Plan, including but not limited to the Rapid Transit Corridor Place Type and the Neighbourhoods Place Type;
- the proposed and recommended amendments conform to the in-force policies of the McCormick Area Secondary Plan, including but not limited to the Transit Oriented designation, Mid-Rise Residential designation and the Low-Rise Residential designation;
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan, and the McCormick Area Secondary Plan; and,
- the recommended Draft Plan is focused on the restoration and adaptive re-use of the former McCormick's Factory into a mid-rise mixed use building. The recommended Draft Plan also supports a mix of housing types within the site including street townhouses, a long-term care facility and a seniors' apartment building. The Draft Plan has been designed to support these uses and to achieve the adaptive re-use of a significant, heritage designated former industrial building and a future development pattern that is pedestrian friendly, transit supportive and accessible to the surrounding community. The Applicant will providing a publicly accessible multi-use pathway to allow for interior and exterior connectivity to the site. The Applicant will enter into a public use agreement with the City. (2022-D12)

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

Moved by: E. Holder

Seconded by: S. Hillier

Motion to close the public participation meeting.

Yeas: (4): A. Hopkins , S. Lewis, S. Hillier, and E. Holder

Absent: (2): S. Lehman, and S. Turner

**Motion Passed (4 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 7:00 PM.

Bill No.  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1156 Dundas Street.

WHEREAS McCormick Villages Inc. has applied to rezone an area of land located at 1156 Dundas Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_\_ this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1156 Dundas Street, as shown on the attached map, **FROM** a Holding Business District Commercial Special Provision (h-5•h-67•h-120•h-149•h-204•h-205•BDC2(11)•D150) Zone, a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)) Zone, a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)•) Zone, a Holding Residential R1 (h-67•h-202•h-203•h-205•R1-2) Zone, and an Open Space (OS1) Zone **TO** a Holding Business District Commercial Special Provision (h•h-5•h-100•h-120•h-149•h-204•h-205•h- •BDC2(11)•D150) Zone, a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•h-\_\_•h-\_\_•R6-5(41)•H13.5) Zone, a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•h-\_\_•h-\_\_•R6-5(41)•) Zone, a Holding Residential R4 Special Provision (h•h-5•h-100•h-202•h-203•h-205•h-\_\_•h-\_\_•R4-3( )) Zone, and an Open Space (OS1) Zone.
- 2) Section 3.8 of the Holding (h) Zones to By-law No. Z.-1 is amended by adding the following Holding Provisions:

h-\_\_

Purpose: To ensure the Owner/Developer can demonstrate the existing municipal water system is adequate to support the proposed development and if fire flows required are larger than what is identified in Dillons revised report, it would be a responsibility of the developer to upsize any municipal watermain(s) necessary to meet the fire flow demands required for that development, all to the specifications and satisfaction of the City.

h-\_\_

Purpose: To encourage street orientated development for the two medium density blocks, the Owner shall prepare a concept plan to demonstrate how the front façade of the buildings can be oriented towards public streets, parks and open spaces, which will be executed by a future development agreement for Blocks 2 and 3 prior to the removal of the "h-\_\_" symbol.

h-\_\_

Purpose: To ensure that access easements benefiting adjacent landowners be provided to protect the abutting landowners' access to the rear yards of the units, which will be executed by a future development agreement for Block 4 prior to the removal of the "h-\_\_" symbol.

- 3) Section Number 8.4 of the Residential R4 Zone is amended by adding the following special provision:

R4-3( )

a) Regulations

- i) Lot Frontage (minimum) 6.7 metres
- ii) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not occupy more than 50% of lot frontage.

- 4) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following special provision to read as follows:

R6-5(41) 1156 Dundas Street

a) Additional Permitted Uses:

- i) Continuum-of-Care Facility
- ii) Retirement Homes
- iii) Senior Citizen apartment buildings

b) Regulations

- i) Parking Standard for Senior Citizen Apartment Building (Minimum) 0.25 spaces per unit
- ii) Parking Standard for Cluster Townhouses (Minimum) 1 parking space per unit
- iii) Parking Standard for Apartment Buildings (Minimum) 1 parking space per unit
- iv) Density (Maximum) 125 units per hectare
- v) Parking Area Setback adjacent to a Pathway Easement (Minimum) 1.5 metres

- 5) Section Number 25.4 of the Business District Commercial Zone is amended by amending the following special provision to read as follows:

BDC2(11) 1156 Dundas Street

a) Additional Permitted Uses

- i) Senior Citizen apartment buildings

b) Regulations

- i) Front Yard Depth (Minimum) 9 metres (29.5 feet)
- ii) Building stepback of 3.0 metres above the height of the building as existing on the date of the passage of this by-law
- iii) Parking Standard for Office uses (Minimum) 1 parking space per 90m<sup>2</sup> (969 sq.ft)

iv)	Parking Standard for Senior Citizen Apartment Building (Minimum)	0.25 spaces per unit
v)	Parking Standard for Apartment Buildings (Minimum)	1 parking space per unit
vi)	Parking Area Setback adjacent to a Pathway Easement (Minimum)	1.5 metres

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.

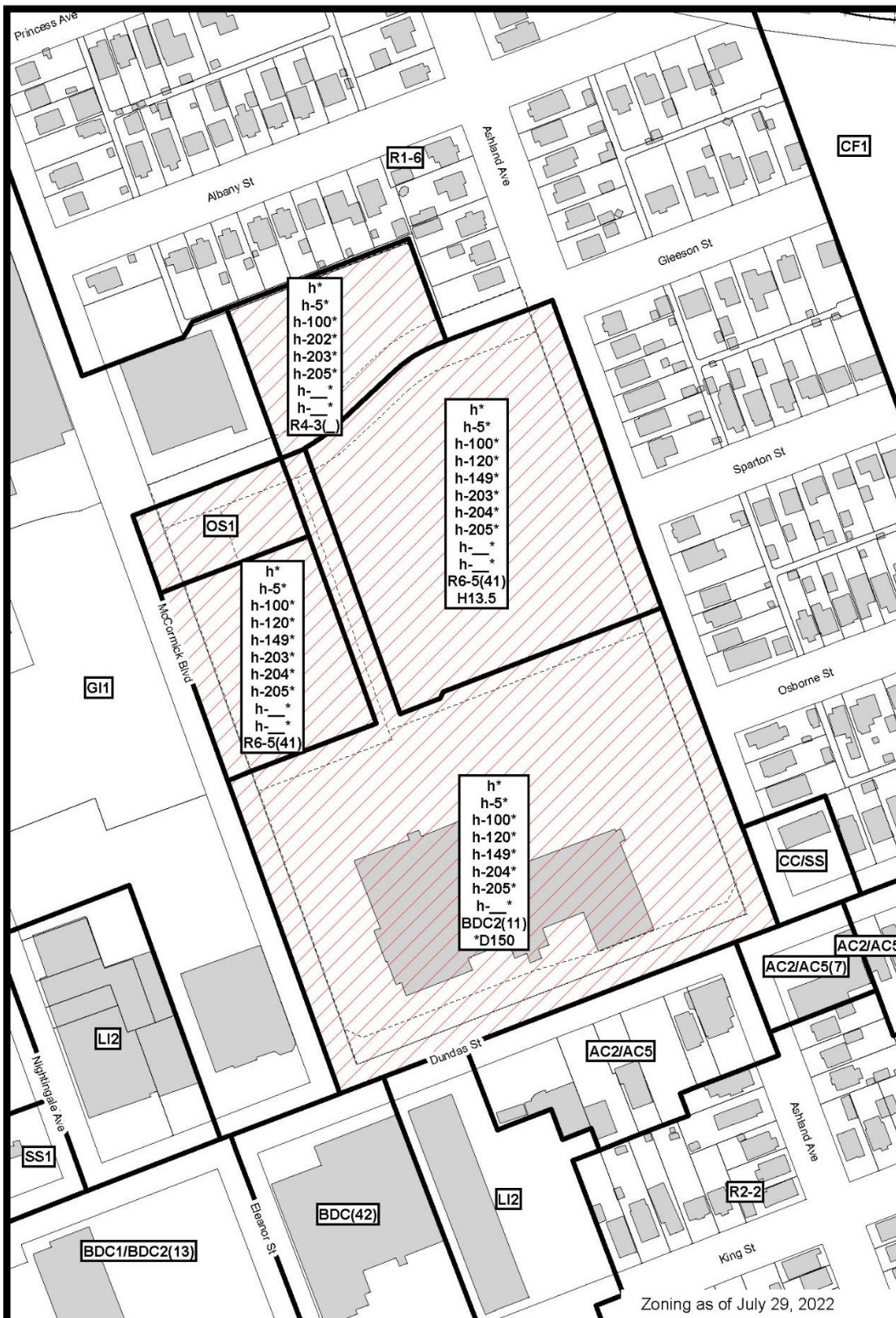
PASSED in Open Council on October 17, 2022.



Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9524/39T-21508                  Planner: MJ                  Date Prepared: 2022/09/13                  Technician: RC                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters</p> 
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Geodatabase

Bill No.  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1156 Dundas Street.

WHEREAS McCormick Villages Inc. has applied to rezone an area of land located at 1156 Dundas Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_\_ this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1156 Dundas Street, as shown on the attached map, to amend the zoning on Block 3 of the proposed draft plan of subdivision **FROM** a Holding Residential R6 (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)) Zone **TO** a Holding Residential R6 (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)•D150) Zone.
- 2) Section Number 10.4 of the Residential R6 Zone is amended by adding the following special provision:

R6-5(41)

b) Regulations

vi)	Height (maximum)	5 storeys
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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.

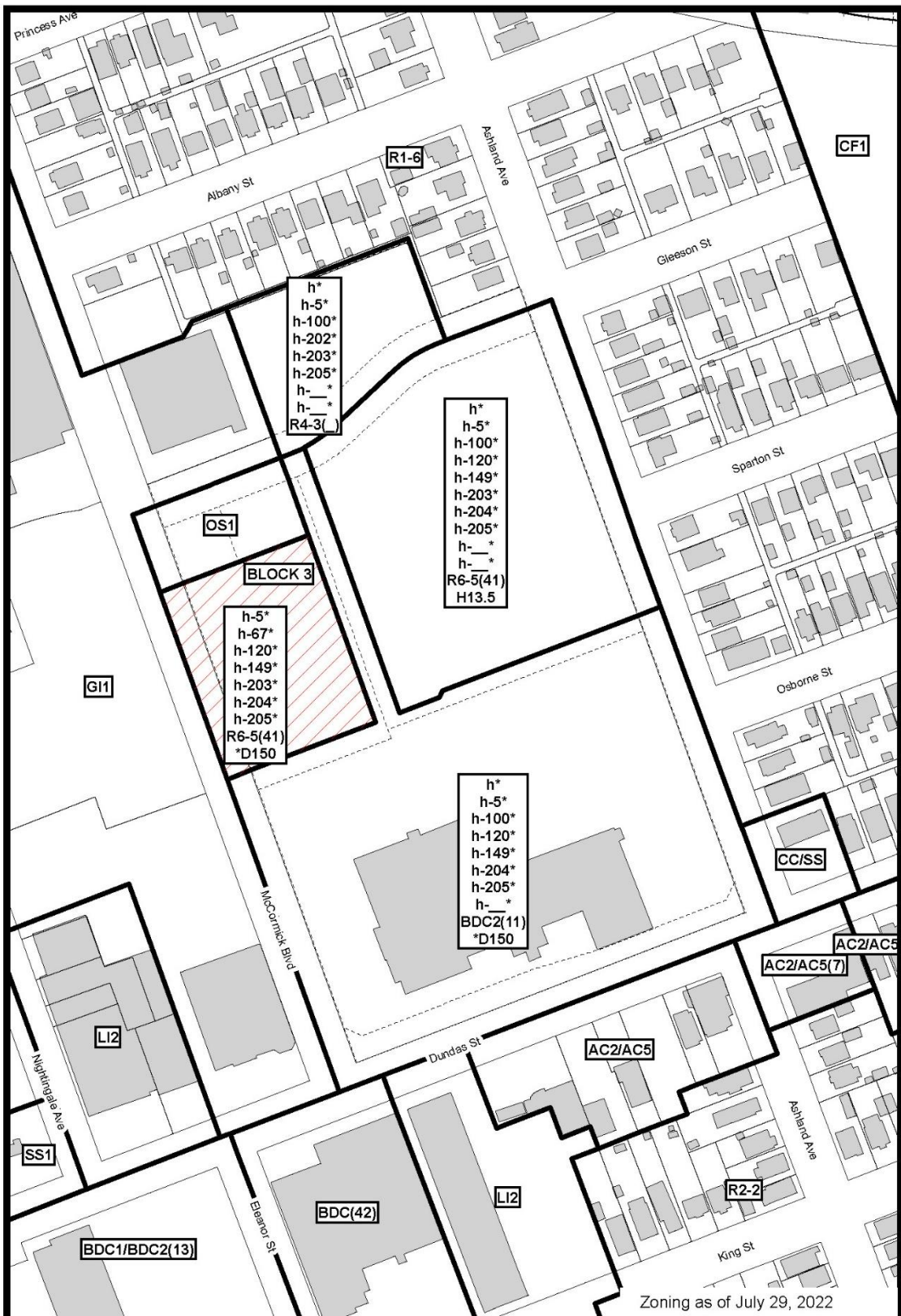
PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor


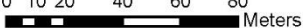

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of July 29, 2022

<p>File Number: Z-9524/39T-21508                  Planner: MJ                  Date Prepared: 2022/09/13                  Technician: RC                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters </p> <p></p>
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Geodatabase



# Strategic Priorities and Policy Committee

## Report

14th Meeting of the Strategic Priorities and Policy Committee  
October 11, 2022

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

**ABSENT:** M. Cassidy

**ALSO PRESENT:** K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, J. Davison, K. Dickins, S. Mathers, K. Murray, M. Schulthess, K. Scherr, C. Smith, J. Stanford

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

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: M. Hamou

Seconded by: J. Fyfe-Millar

That Consent Items 2.1 and 2.2 BE APPROVED.

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

Absent: (2): M. van Holst, and M. Cassidy

**Motion Passed (13 to 0)**

#### 2.1 2022 Service Review Initiatives Update

Moved by: M. Hamou

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports with the concurrence of the City Manager, the staff report dated October 11, 2022 regarding the 2022 Services Review Initiatives Update BE RECEIVED for information.

**Motion Passed**

#### 2.2 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: M. Hamou

Seconded by: J. Fyfe-Millar

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on September 26, 2022 BE RECEIVED.

**Motion Passed**

**3. Scheduled Items**

3.1 Not to be heard before 4:05 PM - Public Participation Meeting - Amendments to Consolidated Fees and Charges By-law

Moved by: A. Hopkins  
Seconded by: J. Helmer

That, on the recommendation of the City Clerk, with the concurrence of the Deputy City Manager, Finance Supports, the following actions be taken with respect to Fees and Charges:

a) the proposed by-law as appended to the staff report dated October 11, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 for the purpose of repealing By-law No. A-57, as amended, being "A by-law to provide for Various Fees and Charges", and replacing it with a new Fees and Charges By-law that adds and adjusts certain fees and charges for services or activities provided by the City of London;

b) the proposed by-law as appended to the staff report dated October 11, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 for the purpose of amending By-law No. L.-130-71, as amended, being "A by-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles for hire and accessible vehicles for hire, owners and brokers" to delete all occurrences of the phrase "Schedule 5 of this By-law, and to replace it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time"; and,

c) the proposed by-law as appended to the staff report dated October 11, 2022 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2022 for the purpose of amending By-law No. L.-131-16, as amended, being "A by-law to provide for the Licensing and Regulation of Various Businesses" to delete all occurrences of the phrase "Schedule 1 of this By-law, and to replace it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time";

it being noted that no individuals made a verbal presentation at the public participation meeting with respect to this matter.

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

Absent: (1): M. Cassidy

**Motion Passed (14 to 0)**

Voting Record:

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

Motion to open the public participation meeting.

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

Absent: (2): M. van Holst, and M. Cassidy

**Motion Passed (13 to 0)**

Moved by: P. Van Meerbergen

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): M. Cassidy

**Motion Passed (14 to 0)**

Moved by: E. Pelozza

Seconded by: J. Morgan

That the proposed fee of \$1.85/hour, associated with Electric Vehicle Charging, as included in Schedule 1, BE REMOVED.

Yeas: (5): S. Lewis, M. Salih, J. Morgan, S. Lehman, and E. Pelozza

Nays: (9): Mayor E. Holder, M. van Holst, J. Helmer, M. Hamou, A. Hopkins, P. Van Meerbergen, S. Turner, J. Fyfe-Millar, and S. Hillier

Absent: (1): M. Cassidy

**Motion Failed (5 to 9)**

3.2 Delegation - Steve Pellarin, Executive Director, London Small Business Centre - Annual Update

Moved by: S. Lehman

Seconded by: J. Fyfe-Millar

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from S. Pellarin, Executive Director, London Small Business Centre.

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

Absent: (3): M. Salih, M. Cassidy, and J. Morgan

**Motion Passed (12 to 0)**

3.3 Delegation - Christina Fox, CEO, TechAlliance - Annual Update

Moved by: J. Fyfe-Millar

Seconded by: S. Lewis

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from C. Fox, CEO, TechAlliance.

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

Absent: (3): M. Salih, M. Cassidy, and J. Morgan

**Motion Passed (12 to 0)**

3.4 Delegation - Kapil Lakhotia, President and CEO, London Economic Development Corporation - Annual Update

Moved by: M. van Holst

Seconded by: A. Hopkins

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from K. Lakhotia, President and CEO, London Economic Development Corporation.

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

Absent: (3): M. Salih, M. Cassidy, and J. Morgan

**Motion Passed (12 to 0)**

**4. Items for Direction**

4.1 Consideration of Appointments to the Striking Committee

Moved by: M. Hamou

Seconded by: S. Hillier

That the following individuals BE APPOINTED to the Striking Committee:

Paul Seale - Pillar Non-Profit Network

Morena Hernandez - Urban League of London

Patti Dalton - London and District Labour Council

Graham Henderson - London Chamber of Commerce

Zeba Hashmi - Former Diversity, Inclusion and Anti-Oppression Advisory Committee

Anoushka - Citizen-at-Large

it being noted that the Striking Committee will proceed with the above-noted membership, notwithstanding the vacant citizen-at-large positions.

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

Absent: (3): M. Salih, M. Cassidy, and J. Morgan

**Motion Passed (12 to 0)**

**5. Deferred Matters/Additional Business**

None.

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

Moved by: S. Lehman

Seconded by: E. Pelozza

That the Strategic Priorities and Policy Committee convenes in Closed Session to consider the following:

6.1 Personal Matter/Identifiable Individual

A matter pertaining to personal matters about identifiable individuals with respect to the 2023 Mayor's New Year's Honour List.

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

Absent: (2): M. Cassidy, and J. Morgan

**Motion Passed (13 to 0)**

The Strategic Priorities and Policy Committee convenes in Closed Session from 6:14 PM to 6:19 PM.

**7. Adjournment**

Moved by: S. Turner

Seconded by: M. van Holst

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 6:24 PM.

Bill No. 361  
2022

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 17<sup>th</sup> day of  
October, 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 October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

Bill No. 362  
2022

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

A by-law to amend By-law No. A.-6567-226 entitled, "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands"

WHEREAS the Municipal Council of The Corporation of the City of London wishes to appoint its representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association lands;

AND WHEREAS the Western Fair Association has approved the City of London's nominees to the Joint Venture Management Committee, in accordance with section 3.3 of the Joint Venture Agreement;

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

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

1. By-law No. A.-6567-226 entitled, "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands" is amended as follows:
  - a) Section 1 of Bylaw A-6567-226 is amended by deleting the words "Division Manager, Aquatics and Arenas" and replacing them with the words "Deputy City Manager, Neighbourhood and Community-Wide Services".
2. This by-law comes into force on the day it is passed.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

Bill No. 363  
2022

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

A by-law governing the form and approving authority for Dedicated Locator 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;

WHEREAS subsection 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under that Act shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their own affairs as they consider appropriate and enhance their ability to respond to municipal issues;

WHEREAS subsection 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 the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

WHEREAS subsection 23.2(1)(c) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may delegate legislative and quasi-judicial powers under any Act only to an individual who is an officer, employee or agent of the municipality;

WHEREAS subsection 23.2(4) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may delegate legislative and quasi-judicial powers under any Act only to an individual who is an officer, employee or agent of the municipality if the power being delegated is of a minor nature, with Council having regard to the number of people, the size of geographic area and the time period affected by an exercise of the power;

AND WHEREAS it is deemed expedient for the Municipal Council to adopt a standard form of agreement for Dedicated Locator Agreements.

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

1. The Dedicated Locator Model Agreement attached as Schedule 'A' that establishes the terms and conditions Dedicated Locators must agree to when locating municipal services on behalf of the City is hereby adopted.
2. The Deputy City Manager, Environment and Infrastructure, is delegated the authority to make minor amendments to the approved Dedicated Locate Model Agreement from time to time and is fully responsible for determining the terms and conditions in the Agreement's Schedule 1 specific to each project and has the authority to approve and reject applications and execute and terminate Dedicated Locate Agreements on behalf of The Corporation of The City of London.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022



# SCHEDULE A

## DEDICATED LOCATE SERVICES AGREEMENT

**THIS AGREEMENT** made as of [Year / Month / Day].

**BETWEEN:**

**CORPORATION OF THE CITY OF LONDON**

(the "City")

- and -

**[LOCATE SERVICE PROVIDER NAME]**

(the "Locate Services Provider")

**WHEREAS** the Locate Services Provider wishes to provide dedicated locate services to others on behalf of the City;

**AND WHEREAS** the Locate Services Provider has represented that it has qualified and skilled personnel, proper equipment, sufficient financing and an organization capable of performing the Locate Services fully in accordance with the terms hereof including in accordance with the provisions of all applicable Law;

**AND WHEREAS** the City and the Locate Services Provider have agreed that the Locate Services Provider will perform the Locate Services on behalf of the City.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### SECTION 1 – INTERPRETATION

#### 1.1 Definitions

Capitalized terms used herein shall have the following meanings ascribed to them:

**"Affiliate"** shall have the meaning provided in the Business Corporations Act (Ontario) R.S.O. 1990, c. B. 16, as amended from time to time;

**"the Agreement"**, **"this Agreement"**, **"herein"** and **"hereto"** are references to this Agreement between the City and the Locate Service Provider and the Schedules attached hereto which form a part hereof and are incorporated herein by reference;

**"Agreement Term"** shall have the meaning provided in Section 3.1;

**"Business Day"** means Monday to Friday, 08:30 to 16:30 (8:30 am to 4:30 pm EST), with the exception of statutory holidays in the Province of Ontario, such statutory holidays being New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day;

**"CCA"** (City Contract Administrator) means the representative appointed by the City and authorized to carry out the duties and exercise the powers imposed and conferred on such representative of the City under this Agreement including under Section 5;

**"Change in Locate Service"** means any addition, alteration or other amendment or modification to the Locate Services which arises out of instructions given by the CCA to the LSPCA;

**"City"** has the meaning given to it in the preamble to this Agreement;

**"Commencement Date"** means the date the Locate Service Provider commenced providing Locate Services to the City;

**"Coverages"** means the geographical areas of City of London underground infrastructure that are registered with Ontario One Call.

**"Project Specific Terms and Conditions"** means the Project Specific Terms and Conditions attached hereto as Schedule 1, and the City of London Underground Services Locate Procedures

Guide attached hereto as Schedule 2, both as amended from time to time in accordance with the provisions hereof;

**“Confidential Information”** shall have the meaning provided in Section 9.1(a);

**“Employee”** means an individual that is employed by the Locate Service Provider, a Subcontractor or an Individual Subcontractor and includes any individual that, under principles of Laws, is or would be in an employment relationship with the Locate Service Provider a Subcontractor or an Individual Subcontractor;

**“Environmental Laws”** means all applicable federal, provincial, municipal and local laws, regulations, permits, licences, approvals and orders issued by any governmental or regulatory agency relating to the environment, product safety, product liability and storage and transportation of goods;

**“Extension Notice”** shall have the meaning provided in Section 3.1;

**“Facilities”** means municipal plant owned by the City;

**“Governmental Authority”** means any domestic or foreign legislative, executive, judicial or administrative body or Person having or purporting to have jurisdiction in the relevant circumstances and includes any applicable municipality;

**“Guide”** means the City of London Underground Services Locate Procedures Guide attached as Schedule 2;

**“Hazardous Substances”** means any waste, pollutant, contaminant, material or substance which is or may be dangerous, hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic or which could otherwise pose a risk to health, safety, the environment, the value of the properties in which the City has any interest or which is the subject of any Environmental Law governing its Release, use, storage or identification, including without limitation any substance which contains polychlorinated biphenyls (PCBs), asbestos, lead, urea formaldehyde or radon gas;

**“Health and Safety Laws”** means all applicable federal, provincial, municipal, and local laws, regulations, permits, licenses, approvals and orders issued by any governmental or regulatory agency relating to occupational health and safety, performance of the Locate Services including use of materials and equipment and including, without limitation, the Occupational Health and Safety Act (Ontario) R.S.O., 1990, c. O.1 and regulations thereunder;

**“Individual Subcontractor”** means an individual that is retained by the Locate Service Provider as a subcontractor hereunder as opposed to as an employee of the Locate Service Provider or a corporation retained by the Locate Service Provider as a subcontractor hereunder where the only employee of such corporation is one individual that performs Locate Services on behalf of the Locate Service Provider;

**“Intellectual Property”** means anything that is or may be protected by any intellectual property right howsoever arising, including but not limited to, works, performances, discoveries, inventions, trade-marks (including trade names and service marks), domain names, patents, copyright, goodwill, industrial designs, trade secrets, data, tools, templates, technology (including software in executable code and source code format), documents or any other information, data or materials and the expression of the foregoing, Confidential Information as applicable, mask work and integrated circuit topographies;

**“Law”** or **“Laws”** means (i) all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, and by-laws enacted or adopted by a Governmental Authority and (ii) all policies, practices and guidelines of any Governmental Authority or body that, although not actually having the force of law, are considered by such Governmental Authority or body as requiring compliance as if having the force of law, including, but not limited to, any guidelines, policies, codes, standards or manuals established under or issued by any Government Authority or any designated administrative authority which have been incorporated by reference under any legislative statute or regulation, in each case as amended from time to time, that are binding upon either of the Parties and that are applicable to this Agreement or the performance of the Locate Services, or any portion thereof, including without limitation all municipal by-laws;

**“Locate(s)”** or **“Locating”** means the process of determining the presence of any Facilities at a Work Extent/Location and determining and Marking the locations or routes of any such Facilities performed in accordance with the Guide and this Agreement;

**“Locate Service Provider”** has the meaning given to it in the preamble to this Agreement;

**“Locate Services”** means all: (a) Locate services to be performed under and pursuant to this Agreement as described in the provisions of this Agreement, including the Guide, (b) all other

services to be performed under and pursuant to this Agreement, as more particularly described in any appendices or amendments to this Agreement executed by the Parties, and (c) all services which are necessary or incidental to the performance of the foregoing services;

**“LSPCA”** (Locate Service Provider Contract Administrator) means the representative appointed by the Locate Service Provider and authorized to receive and carry out such duties and exercise such powers imposed and conferred on such representative of the Locate Service Provider under this Agreement including under Section 5;

**“Mark”** or **“Marking”** means the use of labelled stakes, flags, and/or highly visible paint to indicate the centre line of the Facilities in the defined area of the Work Extent/Location in accordance with the Guide and this Agreement;

**“Notice”** means any notice, designation, communication, request, demand or other document delivered by either party hereto to the other in accordance with the Agreement;

**“Ontario One Call”** means Ontario One Call a statutory entity which provides call centre services to the City and the Other Utilities which includes receiving requests for locates and transmitting them to the Locate Service Provider;

**“Party”** means either the City or the Locate Service Provider and **“Parties”** means both of them;

**“Person”** means any corporation, joint stock City, limited liability City, association, partnership, joint venture, organization, individual, business or trust or any other entity or organization of any kind or character, including a court or other Governmental Authority;

**“Personal Information”** shall have the meaning provided in Section 6.1;

**“Plant Records”** means all plant record information including GIS mapping, documents, sketches and correspondence, in any medium, provided by the City to the Locate Service Provider for the purpose of providing the Locate Services, and further as particularized in the Guide;

**“Privacy Law”** means all Laws related to privacy and the protection of Personal Information including the Personal Information Protection and Electronic Documents Act, 2000 (Canada), and, as applicable, the Freedom of Information and Protection of Privacy Act (Ontario) and the Municipal Freedom of Information and Protection of Privacy Act (Ontario) and, in each case, all regulations pursuant thereto and as amended or replaced from time to time;

**“Records”** shall have the meaning provided in Section 11.2;

**“Release”** means any release, spill, leak, emission, discharge, leach, dumping, emission, escape or other disposal;

**“Subcontractor”** means a Person to which the Locate Service Provider has subcontracted a portion of the Locate Services with the approval of the City and otherwise as provided herein;

**“Work Extent/Location”** means the area where any excavator or contractor intends to dig, bore, trench, grade excavate, or break ground by any means whatsoever in the vicinity of a City owned underground utility;

**“Work Product”** means any documentation, data, data files, or other work product created or compiled because of the provision of the Locate Services, and any embodiments of such data, including but not limited to sketches and the data included therein; and

**“WSIA”** means the Workplace Safety and Insurance Act (Ontario) S.O. 1997, c. 16, as amended or replaced from time to time.

## **1.2 Schedules**

The following is a list of the Schedules to this Agreement which are incorporated herein and form a part hereof, which Schedules and which list are subject to amendment in accordance with the provisions hereof:

Schedule 1 – Project Specific Terms and Conditions

Schedule 2 - City of London Underground Services Locate Procedures Guide

## **1.3 Interpretation of the Agreement**

If a dispute between the Parties exists or arises in interpreting the meaning of the Agreement or in determining whether either of the Parties thereto is complying with or has complied with any of its obligations hereunder, the City shall make the necessary interpretation or determination acting reasonably, and, subject to the provisions hereof, such interpretation or determination shall be conclusive and binding on both Parties.

#### **1.4 Extended Power of Interpretation of the Agreement**

If there is a patent omission from the Agreement, the City shall resolve or imply such patently omitted term or terms as are necessary to fulfil the intent of the Agreement.

#### **1.5 Priority**

In cases of actual conflict between any of the provisions or requirements of the Schedules and the remainder of the Agreement, then the City shall determine, within its sole discretion, which provision or requirement shall apply.

### **SECTION 2 – LOCATE SERVICES**

#### **2.1 Locate Services**

(a) The Locate Service Provider agrees to perform Locate Services only for the Dedicated Locate Project ID within the City of London Coverages both contained in Schedule 1 in accordance with every requirement set forth in the Agreement, including:

- (i) the Project Specific Terms and Conditions set out in Schedules 1 and 2, and
- (ii) the requirements of the Ontario Underground Infrastructure Notification System Act, S.O. 2012, c.4, and associated regulations

in each case as amended from time to time.

(b) The Locate Services shall be provided in relation to all buried service infrastructure systems owned directly by the City including sanitary and storm sewers, watermains, streetlights, traffic signals and miscellaneous electrical and telecommunications fibre infrastructure. The services do not include any plant owned by London Hydro, a wholly owned subsidiary of the City which is not part of this contract. There are also a small number of privately owned services that lie within road allowances that are also covered under this contract. Additional details as to the location, nature and extent of infrastructure to be located under this agreement can be found in the Guide.

#### **2.2 Insurance and Workplace Safety and Insurance**

Prior to the commencement of any Locate Services hereunder and as requested from time to time by the City, the Locate Services Provider shall deliver to the City: (a) a memorandum of insurance or insurance certificate in accordance with Section 12.2 hereof satisfactory to the City; and (b) evidence from the Workplace Safety and Insurance Board that the Locate Services Provider is in compliance with and has paid all assessment and other amounts owing pursuant to the WSIA. If the City is not in receipt of such documents within a time period satisfactory to the City, the Locate Service Provider shall be deemed to be in default of the Agreement and the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement forthwith without liability on its part to compensate the Locate Service Provider.

#### **2.3 Locate Service Provider Obligations Prior to Performing the Locate Services**

The Locate Service Provider covenants that prior to carrying out any activities associated with the Locate Services it shall carefully examine this Agreement and fully acquaint itself with the general geographical area and all other conditions pertaining to the Locate Services, the Work Extent/Location of the Locate Services and its surroundings; and that it will make all investigations essential to a full understanding of the difficulties which may be encountered in performing the Locate Services. Notwithstanding anything in this Agreement or in any information furnished by the City or its representatives, the Locate Service Provider will, regardless of any such conditions pertaining to the Locate Services, the Work Extent/Location of the Locate Services or its surroundings, complete the Locate Services in accordance with the provisions of the Agreement and assume full and complete responsibility for any such conditions pertaining to the Locate Services, the Work Extent/Location of the Locate Services or its surroundings and all risks in connection therewith. In addition, the Locate Service Provider represents that it has authority to do business in the location in which the Locate Services is to be performed and that it is fully qualified to do the Locate Services in accordance with the Agreement.

#### **2.4 Plant Records**

The City agrees to provide the Locate Service Provider with access to the City's Plant Records and Guide to assist the Locate Service Provider with the performance of the Locate Services. The Locate Service Provider acknowledges that the City may update from time to time the Guide for the performance of the Locate Services, including but not limited to the accessing of and interpreting the Plant Records. Notwithstanding any provision to the contrary in this Agreement, the Locate Service Provider acknowledges and agrees that the Plant Records and Guide are provided "AS IS" and the City makes no representation or warranty of any kind or nature, either expressed or implied, regarding the Plant Records and Guide, including but not limited to as to their accuracy, fitness for any purpose, applicability, operation, functioning, inter-operability,

completeness, availability, or non-infringement. The City hereby disclaims, and the Locate Service Provider hereby waives any obligation, liability, right, claim or demand in either contract or tort arising either directly or indirectly from the Locate Service Provider's use of the Plant Records and Guide. The Locate Service Provider further acknowledges and agrees that the provision of the Plant Records and Guide by the City does not in any way either limit or amend the Locate Service Provider's requirement to complete the Locate Services in accordance with the terms and conditions of this Agreement. Further, for purposes of clarification, the requirement to complete the Locate Services in accordance with the terms and conditions of this Agreement is in no way conditional or dependent upon the provision of the Plant Records and Guide. If the Locate Service Provider becomes aware of any error, omission or discrepancy in the Plant Records or Guide, the Locate Service Provider shall promptly advise the City of any such error, omission or discrepancy and adhere to the City's record updating process as outlined in the Guide.

## **2.5 Administrative Responsibilities**

Administrative responsibilities of the Locate Service Provider, include but are not limited to, receipt of requests from Ontario One Call, logging requests, retaining on file all completed requests, filing with Ontario One Call all "360 feedback" and other notices as required, and forwarding to the City all completed locate forms on a schedule determined by the City, if requested. All completed locate forms, including locate sketches, must be saved electronically and be available to the City to view, retrieve and print at any time by an electronic means acceptable to the City.

## **2.6 Dedicated Locator Service**

Upon mutual agreement, the Locate Service Provider is engaged by the City to provide Locates for City assets ("Dedicated Locator Service"). In connection with such Dedicated Locator Service, the Locate Service Provider will be acting on behalf of the City in completing the Locate for the City's infrastructure and will always follow the applicable Guide provisions, standards and directions of the City in respect of any Locates for non-City assets.

## **2.7 Claims For Costs**

No claim shall be maintained against the City for extra or unanticipated costs incurred by the Locate Service Provider by reason of its misapprehension of, or unexpected change in the nature, extent, or significance of, any factors such as those enumerated in Section 2.3 or 2.4 hereof.

# **SECTION 3 – AGREEMENT TERM AND EXTENSION**

## **3.1 Agreement Term**

The term of this agreement is as set out in Schedule 1.

If the City wishes to extend the term of this Agreement, the City shall provide the Locate Service Provider with a written notice (the "Extension Notice") containing the City's intentions with respect to any such extension.

The Locate Service Provider shall respond in writing to the Extension Notice.

Where the City has not notified the Locate Service Provider of its intention to renew this Agreement, or where the City and the Locate Service Provider cannot agree upon the terms of extension of this Agreement, the Locate Service Provider shall fully comply with all the terms of this Agreement during the remainder of the Agreement Term.

# **SECTION 4 – REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE LOCATE SERVICES PROVIDER**

## **4.1 Representations, Warranties and Covenants of the Locate Services Provider**

The Locate Service Provider represents, warrants and covenants to the City as follows recognizing that the City is relying on such representations, warranties and covenants each time Locate Services is performed by the Locate Service Provider:

### *General*

- (a) the Locate Service Provider shall be solely responsible for the safety of all Employees or any other Person on any Work Extent/Location for any purpose relating to the Locate Service Provider's performing the Locate Services;
- (b) the Locate Service Provider and any Subcontractor are fully qualified to perform the Locate Services in accordance with the terms and conditions of this Agreement and Laws. The Locate Services shall be performed to conform to the highest professional standards and industry standards;

- (c) all Locate Services shall be performed in strict accordance with the Guide, the Project Specific Terms and Conditions, Laws (including, without limitation, the *Ontario Underground Infrastructure Notification System Act*, S.O. 2012, c.4 and regulations) and all of the provisions hereof;
- (d) all Employees are qualified and trained and have the skills and experience so that the Locate Services is performed accurately and completely;
- (e) all office staff of the Locate Service Provider engaged in receiving calls, issuing instructions or otherwise participating in the performance of the Locate Services have the skills and expertise to perform their portion of the Locate Services in accordance with the provisions hereof and are properly and adequately trained in accordance with all Laws, the Guide and as otherwise provided herein;
- (f) the Locate Service Provider will comply with all reporting and monitoring requirements under all Laws and this Agreement and will obtain all permits, certificates, approvals, registrations and licenses necessary to perform the Locate Services;
- (g) the Locate Service Provider shall exercise the highest degree of skill, care and diligence to avoid damage to Persons and property in the performance of the Locate Services;
- (h) the Locate Service Provider shall not proceed with any Locate Services when to do so would involve any risk to the health, condition or safety of Persons or property, as the case may be. In such cases, the Locate Service Provider shall initiate and implement a plan of action to ensure the safety and protection of Persons and property;
- (i) in situations where there is any risk associated with the City's Facilities, the Locate Service Provider shall immediately notify the City;
- (j) the Locate Service Provider shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the Locate Services in a manner causing a minimum of inconvenience;
- (k) the Locate Service Provider shall make all reasonable efforts to maintain good will among the general public and with the landowners, tenants and lessees when locating on private property. The Locate Service Provider shall, and shall cause its Subcontractors and Employees to, at all times, behave in a professional and businesslike fashion;

#### *Employee Health and Safety*

- (l) the Locate Service Provider agrees to comply with the *Occupational Health and Safety Act (Ontario)*, R.S.O. 1990, c.O.1 and the WSIA and with all other prevailing Health and Safety Laws and all other Laws applicable to the Locate Service Provider and the Agreement and shall familiarize itself and procure all required permits and licenses and pay all charges, fees and assessments necessary or incidental to the due and lawful performance of this Agreement and the performance of the Locate Services in accordance with the provisions hereof and maintain all documentation as may be required by all Laws, and shall indemnify and save harmless the City, its directors, officers, elected officials, Chair, agents and employees, as applicable, against any claim or liability from or based on the violation of any such Laws, whether by the Locate Service Provider, its officers, employees, representatives or agents or a Subcontractor;
- (m) the Locate Service Provider shall initiate and maintain and assess and enforce all necessary safety precautions and programs to conform with all applicable Health and Safety Laws or other requirements, including the Guide, the other provisions of this Agreement and all other requirements of the City that have been communicated by the CCA to the LSPCA in writing, wherever the Locate Services is performed, that are designed to prevent injury to persons or damage to property on, about, or adjacent to any Service location. Identification and rectification of contraventions or infractions of safety procedures is the responsibility of the Locate Services Provider;
- (n) the Locate Service Provider shall ensure that all Employees and Subcontractors have received all training regarding health and safety or any other matters required by applicable Law. The Location Service Provider shall, if specified by the City, provide further training or implementation of any additional health and safety measure appropriate for the Locate Services. The Locate Service Provider shall

provide the City written documentation of said training and worker qualifications and, upon request by the City (as applicable).

- (o) upon request, the Locate Service Provider will allow the City, or a representative designated by the City, immediate access to any facility related to the Locate Services in order to monitor and audit the Locate Service Provider's compliance with the health and safety requirements of this Agreement;
- (p) whenever the Locate Service Provider has not complied with its obligations set forth in this Agreement which non-compliance creates a circumstance requiring immediate action to ensure the health and safety of all Persons at any Work Extent/Location, the City may take or require the Locate Service Provider to take such reasonable precautions as determined by the City in its sole discretion, including the stoppage of Locate Services. The taking of such action or actions by the City (or its failure to do so) shall not limit the Locate Service Provider's liability or its obligations under this Agreement. The Locate Service Provider shall reimburse the City for all costs incurred by the City in taking such precautions and any costs incurred by the Locate Service Provider for such precautionary action and any subsequent remedial action shall be paid by Locate Service Provider;
- (q) when requested by the City, the Locate Service Provider shall provide a dedicated, qualified health and safety professional to monitor the Locate Services being performed under this Agreement;

#### *Inaccurate Locates*

- (r) the Locate Service Provider will immediately report to the City any "incident" or "near miss" involving Employees, any Subcontractor, the public, or property, arising from the Locate Service Provider's performance of the Locate Services regardless of how the inaccurate Locate is discovered and whether or not it results in any "incident" or "near miss";

#### *Environmental*

- (s) the Locate Service Provider shall complete the Locate Services in accordance with all Environmental Laws and shall not cause or permit the Release of any Hazardous Substances in relation to the Locate Services, except in accordance with Environmental Laws. The Locate Service Provider will comply with all reporting and monitoring requirements under all Environmental Laws and will obtain all permits, certificates, approvals, registrations and licences necessary to perform the Locate Services. The Locate Service Provider will not use any of the areas affected by the Locate Services for the disposal of Waste;
- (t) the Locate Service Provider shall be responsible for initiating, maintaining and supervising all environmental and safety precautions and programs in connection with the performance of the Locate Services;
- (u) the Locate Service Provider shall erect and maintain, as required by existing conditions and performance of the Locate Services, reasonable safeguards for safety and protection of people and property, including posting signs warning against Hazardous Substances and hazards, describing and notifying owners and users of adjacent sites and utilities;

## **SECTION 5 – COVENANTS AND RELATIONSHIP OF THE PARTIES**

### **5.1 Locate Service Provider's Responsibility for Locate Services Methods**

The Locate Service Provider shall perform the Locate Services strictly in accordance with the Agreement, the Guide and all Laws.

### **5.2 The Locate Service Provider's Employees**

The Locate Service Provider's servants, Employees and agents (including Subcontractors) are not, and shall not, under any circumstances whatsoever, be deemed to be the servants, employees or agents of the City. The Locate Service Provider shall have sole responsibility for the instruction, management and control of and all other matters relating to such persons and shall indemnify and save the City harmless in respect of any and all claims of such persons.

### **5.3 CCA**

The City will designate a senior level individual to be the CCA (i) who will be the primary contact person with the Locate Service Provider in dealing with the City under this Agreement, (ii) who will have the authority to make decisions and take actions on behalf of the City in the ordinary

course of day-to-day management of this Agreement, and (iii) who will serve as an escalated point of contact for any Locate Services issues not resolved locally or regionally. The City may from time to time replace the individual serving as the CCA (including short term replacements to provide for vacation and other temporary absences) by providing written notice to the Locate Service Provider. The CCA shall be the point of contact in all matters related to the interpretation of this Agreement.

In addition to any powers under the Agreement, the CCA has the authority to determine whether the Locate Services has been performed in a manner acceptable to the City. The CCA has the authority to require the LSPCA or other Employees to attend and to correct or re-perform Locate Services at the Locate Service Provider's expense.

The CCA may designate some or all of his or her duties to another employee of the City as determined by the CCA from time to time.

#### **5.4 LSPCA**

At the time of the execution of the Agreement, the Locate Service Provider shall give the City written notice of the name and address of a senior-level individual who will be the LSPCA dedicated to the performance by the Locate Service Provider of all its obligations under this Agreement and will be the principal contact person with the City. The LSPCA (i) will be the primary contact person with the City in dealing with the Locate Service Provider under this Agreement and the performance of the Locate Services under and in accordance with this Agreement, (ii) will have overall responsibility for managing and coordinating the performance of the Locate Services in accordance with the terms hereof, (iii) will meet regularly with the CCA, (iv) will have the authority to make decisions and take actions on behalf of the Locate Service Provider in the ordinary course of day-to-day performance and management of the Locate Services and (v) will serve as an escalated point of contact for any unresolved Locate Services issues. The City may request the removal and replacement of the LSPCA in which case the LSPCA shall immediately be removed and replaced with a representative of the Locate Service Provider acceptable to the City. The Locate Service Provider shall designate and provide the City written notice with the name and address of the LSPCA and any replacement of the LSPCA.

#### **5.5 Instructions and Cessation of Locate Services**

The Locate Service Provider shall not take any instructions, including instructions as to any Change in Locate Services, or accept any decisions or interpretations purportedly made on behalf of the City, except those given or made by the CCA or by, and within the express authority of, his or her designee.

All instructions, decisions or contractual interpretations given or made by the City in respect of this Agreement or the performance of the Locate Services hereunder shall be communicated in written form by the CCA to the LSPCA.

The CCA has the right to require that the Locate Service Provider cease the performance of Locate Services if the City has any grounds to believe that the Locate Services is being performed or is about to be performed in a hazardous manner, an unsafe manner, or not in compliance with this Agreement. The cost of cessation of the Locate Services (and commencing the Locate Services after cessation) is that of the Locate Service Provider.

Upon written notice from the LSPCA to the CCA, the CCA shall provide the answer to any questions the Locate Service Provider may have regarding Plant Records and the Guide to assist the Locate Service Provider in the training of its employees who will be performing the Locate Services under this Agreement.

Any such assistance provided by the City shall in no way be deemed to be a waiver or qualification of any of the Locate Service Provider's obligations to perform the Locate Services nor qualify any of the City's rights under this Agreement.

#### **5.6 Change in Locate Services**

The City may, at any time by a Notice in writing from the CCA delivered to the LSPCA change or issue additional instructions, and change, omit or require Change in Locate Services to be performed by the Locate Service Provider which shall include any change, addition or amendment to or deletion from or restatement of the Guide, or other specific procedural requirements of the City. In such event the City shall have full authority to specify the amount and kind of Locate Services to be performed or omitted, the materials to be used and the equipment to be furnished as fully as though such changes had been incorporated in this Agreement. The Locate Service Provider shall make no additions, changes, alterations or omissions, nor supply or use extra materials or equipment, of any kind, to the Locate Services without the prior written consent of the CCA. Where a Change in Locate Services is authorized or requested by the CCA, the Locate Service Provider shall provide such additional personnel and equipment as are necessary to



complete the Change in Locate Services within the time specified by the City. The time for the completion of the Locate Services shall not be exceeded unless approved in writing by the City.

Where a Change in Locate Services results in a change to Schedule 1- Project Specific Terms and Conditions or Schedule 2 - City of London Underground Services Locate Procedures Guide, the amendment reflecting such change shall be attached hereto and form a part hereof and any restated Schedule shall replace the original Schedule and such restated Schedule shall be attached hereto and form a part hereof.

## **SECTION 6 – PRIVACY LAW**

### **6.1 Privacy Law**

In performing the Locate Services, the Locate Service Provider may obtain personal information about citizens and employees of the City, including without limitation, name, address, telephone number. All such information is referred to hereafter as "Personal Information." While performing Locate Services hereunder, the Locate Service Provider agrees to comply with Privacy Law and shall only use such Personal Information for the purposes of performing the Locate Services hereunder. Furthermore, the Locate Service Provider acknowledges and agrees that it will: (i) not otherwise use or disclose any Personal Information to any affiliated or unaffiliated third parties, except as expressly permitted in writing by the City; (ii) not transmit or provide access to Personal Information to or from any facility outside of Ontario; (iii) establish policies, procedures and security measures in accordance with Privacy Law and industry standards appropriate to the sensitivity of the Personal Information to protect Personal Information from unauthorized use or disclosure; (iv) implement such policies, procedures and security measures thoroughly and effectively and in accordance with the terms thereof; (v) ensure that only such of its Employees as have a need to know the Personal Information for the performance of the Locate Services have access to the Personal Information; (vi) not develop or derive for any purpose whatsoever any other product in machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, Personal Information; (vii) not use the Personal Information for any marketing efforts and not sell or convey Personal Information to third parties; and (viii) upon completion of its Locate Services for or on behalf of the City hereunder, or upon the earlier request of the City, destroy all Personal Information and all copies and records thereof unless otherwise agreed to in writing by the City. The City shall be entitled to conduct a review under Section 11 of the Locate Service Provider's Personal Information handling practices and procedures to ensure the Locate Service Provider's compliance with the foregoing provisions and Privacy Law. The Locate Service Provider shall at its own cost co-operate with and assist the City in complying with any audits performed by government officials under the Privacy Law, adopt any recommendations of such government officials and/or the courts, and immediately notify the CCA of any breaches of Privacy Law.

## **SECTION 7 – STOPPAGE OF LOCATE SERVICES AND TERMINATION**

### **7.1 Right of City to Stop Locate Services**

#### **(a) Inadequate Performance**

Without limiting any other provisions of this Agreement including paragraph (b) of this Section below, if the Locate Service Provider fails to carry on any part of the Locate Services covered by this Agreement in a manner which is completely satisfactory to the City, or in the event the Locate Services is not proceeding with such speed as to comply with this Agreement or in the event of failure of the Locate Service Provider to comply with any other requirement of the Agreement, then the City may, subject to its other rights hereunder, notify the Locate Service Provider in writing that it is in default and instruct it to correct the default or failure within five Business Days following the receipt of the Notice. If the correction of the default or failure cannot be completed in the five Business Days specified, the Locate Service Provider shall follow the City's instructions if it:

- (i) commences the correction of the default or failure within the five Business Day period;
- (ii) provides the City with a schedule acceptable to the City in its sole discretion for such correction; and
- (iii) completes the correction in accordance with such schedule.

If the Locate Service Provider fails to correct the default or failure in the five Business Day period or the period subsequently agreed upon, the City, without prejudice to any other right or remedy it may have, may:

- (iv) correct such default or failure with full cost reimbursement from the Locate Service Provider, or
  - (v) forthwith terminate the Locate Service Provider's right to continue with the Locate Services or the Agreement, or both, in whole or in part.
- (b) Where the Locate Services Provider has failed to comply with this Agreement or defaulted in any of the ways described in paragraph (a) above of this Section and the City, in its absolute discretion, determines that such default or failure cannot be corrected to the City's satisfaction, then the City shall have immediately available to it the remedies specified in subparagraph (iv) and (v) of paragraph (a) above of this Section and the Locate Services Provider shall not have available to it the provisions of rectification provided for in such paragraph.

## 7.2 Termination

- (a) **Immediate Termination Upon Notice:** This Agreement may be terminated by the City with immediate effect or with effect at a later date to be determined by the City, upon written notice to the Locate Service Provider, such notice specifying the basis for termination if:
- (i) the Locate Service Provider is in material breach of this Agreement, which shall include: (A) any action or omission that endangers the safety of any individual or material property; or (B) failure to obtain insurance or bonds of the type and in the amount and as specified in Section 12.2; or
  - (ii) a breach of the confidentiality or Intellectual Property provisions of this Agreement; or
  - (iii) the Locate Service Provider suspends or threatens to suspend carrying on its business in the ordinary course or makes a decision or takes any action toward or passes a resolution for its winding up or dissolution; or
  - (iv) the Locate Service Provider becomes insolvent, takes the benefit of any bankruptcy or insolvency law or a petition in bankruptcy is filed by or against it; or
  - (v) the Locate Service Provider assigns or purports or threatens to assign this Agreement or if the Locate Service Provider assigns or purports or threatens to assign any portion of this Agreement or if without the prior written consent of the City in accordance with the provisions hereof the Locate Service Provider subcontracts or purports or threatens to subcontract any portion of this Agreement or the Locate Services; or
  - (vi) at any time there occurs an event or circumstance which, in the opinion of the City, represents a material adverse change in the business, operations, property or financial or other condition of the Locate Service Provider which would negatively affect the ability of the Locate Service Provider to perform the Locate Services in accordance with this Agreement or otherwise discharge its obligations hereunder; or
  - (vii) the Locate Service Provider is in breach of or default under any other agreement with the City.

In addition, the City may elect, in its sole discretion, to allow the Locate Service Provider the opportunity to cure any breach which gives rise to a termination notice under this Section 7.2, within the time period it determines. In such case, this Agreement shall be automatically terminated at the expiration of the cure period if the Locate Service Provider has failed to cure the breach to the entire satisfaction of the City.

## 7.3 City's Right to Damages

The Locate Service Provider acknowledges the City's right to damages for any breach by the Locate Service Provider of the terms of this Agreement either in whole or in part, including but not limited to the right to damages where the City has terminated this Agreement in accordance with the provisions hereof.

## 7.4 Obligations After Termination

The following obligations of the Locate Service Provider (and rights of the City under Section 11) shall continue in force after any such termination:

- (a) obligation as to quality, correction and warranty of the Locate Services;

- (b) confidentiality and intellectual property obligations;
- (c) privacy obligations;
- (d) audit obligations under Section 11; and
- (e) such other obligations, if any, that are specified to continue in force after termination in the Project Specific Terms and Conditions.

#### **7.5 Termination for Convenience**

The City may, in its sole discretion, terminate this Agreement without cause provided that it first gives a minimum of 30 days written notice to the Locate Service Provider.

### **SECTION 8 – INSPECTION OF THE LOCATE SERVICES**

#### **8.1 City’s Right of Inspection**

The Locate Service Provider shall co-operate with and provide the City with every reasonable facility to ascertain the quality of the Locate Services performed and measure the performance of the Locate Services in accordance with this Agreement from time to time and in this regard shall meet with the City and provide such written reports in each case as from time to time required by the City.

### **SECTION 9 – CONFIDENTIALITY**

#### **9.1 Confidentiality**

- (a) In connection with this Agreement, each of the Parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party’s business operations, financial condition, customers, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the Parties, the Locate Service Provider and the City each agrees that the following will be deemed to have been received in confidence and will be used only for the purposes of this agreement:
  - (i) all information communicated to it by the other and identified as confidential or proprietary, whether before or after the date hereof, including the Guide and the contents thereof
  - (ii) all information identified as confidential or proprietary to which it has access in connection with the performance of its obligations under this Agreement, whether before or after the date hereof,
  - (iii) all information communicated to it that reasonably should have been understood by the receiving Party, because of confidentiality or similar legends, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party,
  - (iv) all business methods, technologies, designs, and specifications, and
  - (v) the terms and conditions of this Agreement (collectively and including any modifications, improvements, enhancements or derivatives of (i) to (v) above, the “Confidential Information”),
- (b) Safeguarding and Permitted Disclosure. Each Party’s Confidential Information will remain the property of that Party and shall not be disclosed, made available, sold or transferred to any other Person in any manner or for any purpose whatsoever. Each of the Parties shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care.
- (c) Use of Confidential Information. Except as provided elsewhere in this Agreement, neither Party shall (i) make any use or copies of the Confidential Information of the other Party except as contemplated by this Agreement and for the purposes of this Agreement, (ii) acquire any right or interest in or assert any lien against the Confidential Information of the other Party, or (iii) sell, assign, lease or otherwise commercially exploit the Confidential Information of the other Party.
- (d) Permitted Disclosures. This Section will not apply to any particular information that either Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party or a Subcontractor or Employee in the case of the Locate Service Provider; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-

existing confidentiality obligation; (iv) was received after disclosure to it from a third party who did not obtain such information as a result of a wrongful or illegal act and further had a lawful right to disclose such information to it; or (v) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party. A Party will not be considered to have breached its obligations under this Section for disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a court, tribunal or other competent governmental, administrative, or regulatory authority, including such authority acting under Privacy Legislation.

- (e) No Licenses. Nothing contained in this Section will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information or Intellectual Property of the other Party. Without limiting any other provision, all information exchanged under this Agreement is provided "AS IS".
- (f) The Locate Services Provider acknowledges that all information that is in the custody or control of the City may be subject to the access provisions of the *Freedom of Information and Protection of Privacy Act (Ontario)* and *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*, in each case, as amended or replaced from time to time. To the extent permitted under the applicable statute(s), the City will inform the Locate Services Provider of any request made of the City under such statute for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by the Locate Service Provider to the City so that the Locate Services Provider will have an opportunity to make representations with respect to the proposed disclosure.

## **9.2 Safeguarding of Intellectual Property**

The Locate Service Provider shall develop, implement and maintain data integrity, backup, security and privacy technologies, procedures, policies and controls that meet or exceed applicable industry standards or as the City may require from time to time, including as provided in the Guide and also including the creation of backup data and the creation of a business continuity plan.

## **9.3 Unauthorized Acts**

The Locate Service Provider shall:

- (a) notify the City promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the City's Confidential Information or Intellectual Property by any Person that may become known to such Party;
- (b) promptly furnish to the City details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the City in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the City's Confidential Information or Intellectual Property;
- (c) use reasonable efforts to cooperate with the City in any litigation and investigation against third parties deemed necessary by the City to protect its proprietary rights and Confidential Information or Intellectual Property; and
- (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the City's Confidential Information or Intellectual Property.

# **SECTION 10 – PROPRIETARY RIGHTS**

## **10.1 Plant Records**

Without limiting any other provision of this Agreement or this Section, the Locate Service Provider acknowledges and agrees that the City owns Plant Records and that, (i) all such intellectual property is City Confidential Information, (ii) the Locate Service Provider shall comply with the terms of such intellectual property of which it is made aware and will indemnify and hold harmless the City in accordance with the provisions of Section 12.1 (Indemnity and Defence) for any breach of such end user agreements; and (iii) while the Locate Service Provider has limited rights to use such intellectual property during the Agreement Term in connection with the performance of the Locate Services all rights thereto shall immediately terminate on the termination or expiration of this Agreement for any reason whatsoever. The Locate Service Provider acknowledges and

agrees that any use of Plant Records other than in accordance with this Agreement in connection with the performance of the Locate Services or any assignment or attempted or purported assignment of any of its rights with respect to the Plant Records may result in the immediate and automatic termination of this Agreement, in the City's sole discretion.

## **10.2 Trade-Marks**

The Locate Service Provider may not use in its communications, including press releases, publicity, referred customers listing or marketing literature or promotional material either the City's name or any of their the trade-marks and related official seals, the fact that it has signed this Agreement with the City, or any information which may reasonably be seen to imply that the Locate Service Provider has entered into an agreement with or has a relationship with the City without first obtaining the City's written approval and, if applicable, signing a license agreement in a form to be provided by the City. The Locate Service Provider shall use the trade-marks solely within the scope of any such written authorization provided by the City.

## **10.3 Further Assurances**

The Locate Service Provider and the City agree to execute and deliver such instruments and documents as the other Party reasonably requests to evidence or effect the acknowledgements, covenants and agreements contemplated by this Section.

# **SECTION 11 – EXAMINATION, REVIEW, AUDIT AND OTHER RIGHTS**

## **11.1 Operational Review**

The Locate Service Provider shall provide to such employees, representatives and agents (including independent third party auditors) of the City as the City may designate in writing, access to information applicable to the Locate Services and to all data, records (including invoices), operational records, log books, charts, maps, plans, lists of materials, supplies and equipment and supporting documentation maintained by the Locate Service Provider with respect to the Locate Services (collectively the "Records") (in any form whatsoever) for the purpose of (i) performing operational reviews, audits and inspections of the Locate Service Provider and its businesses (including any operational audits necessary to enable the City to meet and satisfy all Laws and regulatory requirements), (ii) to perform quality checks and to ensure compliance with the terms and conditions of this Agreement.

## **11.2 General Principles Regarding Maintenance of Records and Reviews and Audits**

- (a) The City shall use commercially reasonable efforts to conduct such reviews and audits in a manner that will result in a minimum of inconvenience and disruption to the Locate Service Provider's business operations. Reviews and audits may be conducted only during normal business hours of the Locate Service Provider and only as frequently as reasonably necessary. The City will provide the Locate Service Provider with reasonable prior written notice of each review or audit. The Locate Service Provider will make available on a timely basis its appropriate personnel and the information reasonably required to conduct the review or audit and will assist the designated employees and agents of the City or its auditors as reasonably necessary. All information learned or exchanged in connection with the conduct of a review or audit, as well as the result of any review or audit, constitutes Confidential Information and will be subject to the provisions of Section 9. Any reports received as a result of these reviews or audits will be addressed to the City.
- (b) The performance by or on behalf of the City of any reviews or audits hereunder is no assurance that the Locate Services performed complies with the provisions hereof which performance shall remain the sole responsibility of the Locate Service Provider.

Each Party will pay its own costs as provided herein in connection with any review or audit performed under the provisions of this Section.

## **11.3 Statutory Audits**

- (a) The City may be subject to statutory audits and other requests for information from taxation and other Governmental Authorities (each, a "Statutory Audit"). The City shall notify the LSPCA forthwith if it is contacted by taxation or other authorities regarding a Statutory Audit relating to the City. The Locate Service Provider shall respond to any Statutory Audit regarding the City according to the City's direction.
- (b) The Locate Service Provider may provide information to Governmental Authorities only under the direction of the CCA. The Locate Service Provider shall provide

such information in a timely manner either to the City or, upon written request of the CCA, directly to the applicable statutory authority.

- (c) If, as part of any Statutory Audit process, the Locate Service Provider is required to answer questions from Governmental Authorities with respect to its performance of the Locate Services, the Locate Service Provider shall provide the CCA prompt written notice of such request and the City shall be entitled to send a representative to be present at all such discussions with such statutory authorities and to preview responses to such questions.

#### **11.4 Records Retention**

- (a) The Records shall be maintained and retained in accordance with the highest standard required under, (i) all Laws, and (ii) Canadian generally accepted accounting principles.
- (b) The Records shall be maintained and retained by the Locate Service Provider for two years following the expiration or termination of this Agreement unless the retention period for a particular Record has previously expired except that:
  - (i) Records related to any matter disputed between the Parties shall be preserved until such dispute is settled, and
  - (ii) Records related to any matter or the requirements of any authorities shall be preserved for a period of seven years from the end of the calendar year to which such Records relate.

The Locate Service Provider may fulfill its obligations to preserve any Records by delivering them to the CCA with a notice stating that such delivery is being made in satisfaction of its obligations under this Section.

#### **11.5 Performance Report**

A performance report containing pertinent performance metrics will be completed by the Locate Service Provider and delivered to the City on a monthly basis, or as determined by the City. The contents of the Performance Report may be further developed in conjunction with the Locate Service Provider.

#### **11.6 Subcontractors and Affiliates**

The Locate Service Provider agrees that all of the foregoing review and audit rights of the City shall be available to the City in respect of any Affiliate of the Locate Service Provider and to the Locate Service Provider in respect of any Subcontractor that is providing materials or services to the Locate Service Provider in connection with or related to the performance of Locate Services. The Locate Service Provider acknowledges and agrees that it shall ensure by written agreement that it (and the City to the extent applicable) have access to all Records of Subcontractors and Affiliates of the Locate Service Provider for the purposes of examinations, audits and reviews as provided in this Agreement. The Locate Service Provider shall provide to the City on the request of the City the results of any such audit performed by or for the Locate Service Provider which shall include any summary or analysis prepared by or for the Locate Service Provider and the information and documents and materials upon which such were based.

#### **11.7 Use of Review and Audit Results**

The Locate Service Provider acknowledges and agrees that the results of any review or audit can and will be used by the City, subject to the provisions of Section 9 relating to Confidential Information, for any purpose hereunder including a decision by the City to terminate this Agreement in accordance with the provisions hereof.

### **SECTION 12 – INDEMNITY, INSURANCE AND WARRANTY**

#### **12.1 Indemnity and Defence**

The Locate Service Provider shall, and hereby agrees to indemnify the City against and save and hold them harmless from any and all liability, claims, demands, loss, damages, costs and expenses (including without limitation all applicable solicitors' fees and disbursements, investigation expenses, adjusters' fees and disbursements) of every nature and kind for or in respect of:

- (a) injury to or the death of any and all persons;
- (b) damage, destruction or loss, consequential or otherwise, to or of any and all property, whether real or personal;

- (c) any act or omission by the Locate Service Provider or any officer, director, employee, agent, representative or Subcontractor of the Locate Service Provider;
- (d) any penalties, charges, administrative monetary amounts, or fines levied against the City arising out of any act or omission of the Locate Service Provider or failure to perform the Locate Services as required by the Agreement, or in accordance with the requirements of Law;
- (e) contravention of Environmental Laws, or adverse property or environmental condition or impact caused or contributed to by work practices, or by the release, spilling, leaking, abandoning or flowing of any contaminant which are either directly or indirectly, in any manner based upon, occasioned by, attributable to or arising out of anything done by the Locate Service Provider or any officer, director, employee, agent, representative or Subcontractor of the Locate Service Provider;
- (f) any claim that the Locate Services, the Locate Service Provider's technology and tools utilized in providing the Locate Services, Work Products, or the use thereof by the City constitute an infringement, violation or misappropriation of any third party's right, including any Intellectual Property right; and
- (g) any and all breaches by the Locate Service Provider of any representations, warranties, covenants, terms or conditions of this Agreement,

where such injury, death, damages, destruction, loss, act, omission, penalty, charge, fine, contravention, adverse condition or impact, claim or breach, as the case may be, results from or in any manner arises out of or in connection with or is referable to any Locate Services or to the performance of any activity incidental to any Locate Services or the Agreement. The Locate Service Provider shall also, upon the request of the City, and at no expense to the City, defend the City in any and all suits, actions and proceedings concerning any such injury, death, damage, destruction, loss, act or omission. The Locate Service Provider shall promptly settle or cause the settlement of all claims for injuries or damages for which it is responsible. Upon receipt of any such claim, the Locate Service Provider shall immediately notify the City of the full particulars thereof and the City may elect by notice to the Locate Service Provider to have its representative accompany the Locate Service Provider's representative in making settlement of the claim.

For certainty, any penalties, charges, administrative monetary amounts, or fines levied against the City arising out of any act or omission of the Locate Service Provider or failure to perform the Locate Services as required by the Agreement or in accordance with the requirements of Law, may be retained by City from the monies due by the Locate Service Provider or charged or invoiced to Locate Service Provider to indemnify City as set out in this Section.

The Locate Service Provider shall not be liable to indemnify the City or hold the City harmless or defend the City in respect of any injury, death, damage, destruction or loss arising from either the sole negligence of or the wilful misconduct of the City, or its employees or representatives.

## **12.2 Locate Service Provider's Insurance**

Unless the City specifies otherwise in writing, the Locate Service Provider and its subcontractors, of every tier, shall at its own expense maintain and keep in full force and effect at all times during the Agreement Term and for so long thereafter as a claim related to this Agreement is possible under applicable statutes of limitations:

- (a) Commercial General Liability insurance having a minimum inclusive coverage limit of at least \$5,000,000 per occurrence for personal injury (including bodily injury and death) and property damage arising out of or relating to Locate Service Provider's activities under this Agreement, which policy should be extended to cover contractual liability addressing indemnification under this Agreement, cross liability, severability of interests, liability arising out of unlicensed equipment, products and completed operations, limited time element pollution, contingent employer's liability and, shall provide coverage for explosion, collapse, and underground hazards ("XCU"), either in a single policy or a primary policy with an excess or umbrella policy.
- (b) Commercial Automobile Liability insurance on all vehicles used in connection with the Agreement or the performance of the Locate Services and such insurance shall have a limit of at least \$5,000,000 per occurrence in respect of bodily injury (including passenger hazard) and property damage inclusive in any one accident, either in a single policy or a primary policy with an excess or umbrella policy. Such policy shall be endorsed to add the City as additional insured, and
- (c) All Risk Property Damage insurance on a replacement cost basis covering loss of or damage to property owned or leased, or in the care custody and control by the

Locate Service Provider or for which the Locate Service Provider has otherwise assumed responsibility for loss or damage under the terms of this Agreement.

The Locate Service Provider shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to the City), the following:

- (i) waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, in favour of the City, in all policies of insurance under this Section and including all applicable third-party liability policies and property insurance policies, arising out of or related in any way to this Agreement; and
- (ii) that coverage, in all Locate Service Provider's insurance policies (whether such policies are primary, umbrella or excess) under this Schedule or arising out of or related to this Agreement in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to the City under this Agreement.

The Locate Service Provider shall forthwith after entering into the Agreement, be required to provide evidence of insurance at time of execution on the City's standard form. Forms 2 (Professional) and 3 (Contractors') for specialized work can be found here: [Certificates](#)

and from time to time at the request of the City, furnish to the City an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter called "Insurance Policies") maintained by the Locate Service Provider to satisfy the requirements of this Section.

The Locate Service Provider shall not cancel, terminate or alter the terms of any of the Insurance Policies without providing at least 30 days prior written notice to the City.

All insurance policies provided and maintained by the Locate Service Provider and each subcontractor of every tier, shall be deemed to be primary for all purposes, without right of contribution from any other insurance available to the City. The Locate Service Provider agrees that the insurance described herein does in no way limit the Locate Service Provider's liability pursuant to the indemnity provisions of this Agreement.

### **12.3 Locate Service Provider's Default in Procuring Insurance**

Without prejudice to the City's right to terminate this Agreement by reason of the Locate Service Provider's failure to take out and continuously maintain in force the insurance required hereunder or to provide the certificate(s) of insurance required hereby, the City, in the event of any such default, may but it is not obligated to take out a policy of insurance protecting the Locate Service Provider and the City against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums paid on such policy of insurance from any monies due or to become due to the Locate Service Provider or, alternatively, may recover from the Locate Service Provider an amount equal to such premiums. For the purpose of determining whether the Locate Service Provider has made default in insuring or providing a certificate of insurance as herein before specified, the City shall be the sole and exclusive judge, in its unfettered discretion, as to whether any policy of insurance or certificate of insurance satisfies the obligations of the Locate Service Provider in respect thereof under the Agreement.

### **12.4 Warranty of Locate Service Provider**

In addition to any and all guarantees provided for in the Agreement and all other documentation related to the Locate Services, the Locate Service Provider guarantees that the Locate Services will be accurate and complete and free from any and all defects.

## **SECTION 13 – RIGHTS AND REMEDIES**

### **13.1 Rights and Remedies**

- (a) The duties and obligations imposed upon the Locate Service Provider by this Agreement and the rights and remedies available to the City hereunder shall be in addition to and not a limitation upon any duties, obligations, rights and remedies otherwise imposed or available by Law.
- (b) No action or failure by the City at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Agreement shall constitute a waiver of any right or remedy afforded to it under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach thereunder or preclude the City from availing itself of such rights, duties or remedies.



## **SECTION 14 – GENERAL**

### **14.1 Notice**

Any Notice required or permitted to be given or sent or delivered hereunder to either Party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- (a) delivered personally to an officer or director or Contact of such Party; or
- (b) sent by facsimile machine; or
- (c) sent by electronic mail.

A Notice shall, if delivered personally or by electronic mail, be deemed to have been received on the date of delivery; and, if sent by facsimile copy machine, be deemed to have been received on the next Business Day following the date upon which the sender receives the printed facsimile confirmation verifying receipt by the recipient.

### **14.2 Law of the Agreement and Locate Services**

This Agreement and the Locate Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Ontario.

### **14.3 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. Neither of the Parties hereto shall be bound by any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The Parties hereto further acknowledge and agree that, by entering into this Agreement, they have not in any way relied, and will not in any way rely upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not expressly set forth in the Agreement.

### **14.4 Modifications and Amendments**

Except for changes to the Schedules which is provided for in Section 5.7, any changes to the Agreement made subsequent to the execution hereof shall not be binding on either of the Parties unless made in writing and signed by both of the Parties hereto.

### **14.5 Succession, Assignment and Privacy**

The Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns; however, this Agreement and the Locate Services performed hereunder shall not be assigned nor transferred in whole or in part by the Locate Service Provider without obtaining the prior express written consent of the City, which consent may be withheld in its sole discretion. Nothing herein express or implied, is intended to confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

### **14.6 Time of the Essence**

Time shall be of the essence in the performance of Locate Services.

### **14.7 Force Majeure**

No party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control; an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services, or labour unrest with respect to the labour force of the party seeking to excuse itself from its obligations under this Agreement. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance by the Locate Service Provider exceeds fifteen (15) days, the City may immediately terminate this Agreement by giving notice of termination and such termination shall be in addition

to the other rights and remedies of the City under this Agreement, at law or in equity. Such cause or circumstance affecting the performance of this Agreement by either party, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause or circumstance in an adequate manner and with all reasonable dispatch.

#### **14.8 Further Assurances**

Each of the City and the Locate Service Provider hereby covenant and agree that, at any time and from time to time after the date hereof they will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds and assurances as may be required for the carrying out and performance of all of the terms of the Agreement.

#### **14.9 Set-Off**

If at any time the Locate Service Provider is indebted to the City, whether under this Agreement or otherwise, then the City shall be entitled to reduce the amount payable by the City to the Locate Service Provider under this Agreement by an amount equal to the amount of such indebtedness to the City.

#### **14.10 Publicity**

The Locate Service Provider may not use the City's name, or reference in any way whatsoever to the Locate Services in advertising or promotional material, or publicity release, or any like purpose relating to the Locate Services to be performed by Locate Service Provider, without the prior written approval of the City (which written approval may be refused or withheld in the sole and absolute discretion of the City).

#### **14.11 Independent Locate Service Provider**

The Locate Service Provider is and always shall be an independent contractor and shall, under no circumstances, conduct its affairs or represent itself as a partner of the City. The Parties agree that no provision to this Agreement shall be construed to constitute the Locate Service Provider as being the agent or servant of the City. The Locate Service Provider shall have no authority to make statements, representations, or commitments of any kind, or to take any actions that shall be binding upon the City, except as specifically provided for herein or authorized in writing by the City.

#### **14.12 Conflict of Interest**

The Locate Service Provider covenants and agrees that it is not aware of the existence of any relationship, family, business, contractual or otherwise, between itself, its principals, shareholders, officers or employees and the City, its directors, officers, officials or employees; and it will not perform any Locate Services for or enter into any contract with others that may conflict with its contractual, professional, equitable or other obligations to the City without first obtaining the prior written approval of the City.

#### **14.13 Locate Service Provider Contributions**

The Locate Service Provider shall pay all royalties and license fees on any equipment, materials or Software to be furnished by it as particularized in the Guide and shall pay all workers' compensation contributions, employment insurance contributions, Canada Pension Plan (or other statutory plan) contributions, and employees' income tax deductions together with all other taxes and payroll contributions now or hereafter imposed by any lawful authority and indemnify and save harmless the City from any and all claims, penalties, interest and cost and any of the same which may be made or assessed against the City in respect thereof.

#### **14.14 Counterparts**

This Contract may be executed by the parties in separate counterparts, each of which when so executed and delivered will be deemed to be an original, and all such counterparts will together constitute one and the same instrument.

*[The following page is the signature page.]*

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date first written above.

For:

CORPORATION OF THE CITY OF LONDON

---

Kelly Scherr, P.Eng. MBA, FEC  
Deputy City Manager, Environment & Infrastructure  
I have the authority to bind the Corporation

For:

[INSERT LSP NAME]

---

Name:

Title:

I have the authority to bind the Corporation

**SCHEDULE 1 – PROJECT SPECIFIC TERMS AND CONDITIONS**

The content on this Schedule is specific to the Dedicated Locator project.

**1.0 Dedicated Locate Project ID:** [Supplied by Ontario One Call]

**2.0 City of London Coverages:** [LN01 & LN02]

**3.0 Agreement Term**

The term of this Agreement will commence on [INSERT START DATE] and will continue until project completion or [INSERT END DATE], whichever occurs first, unless earlier terminated or shortened in accordance with the terms of this Agreement, or the contract is extended subject to mutual agreement confirmed in writing by both parties.

**4.0 Contacts**

For the City (CCA):

Corporation of the City of London  
300 Dufferin Avenue  
P.O. Box 5035  
London, ON N6A 4L9

Attention: Jennie Dann, P.Eng.  
Director, Construction & Infrastructure Services  
Phone: 226-268-1760  
Email: jdann@london.ca

For the LSP (LSPCA):

[LSP NAME & ADDRESS]

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency contact:

In the event of an emergency City Dispatch must be immediately contacted at: 519-661-4965.

## SCHEDULE 2 – CITY OF LONDON UNDERGROUND SERVICES LOCATE PROCEDURES GUIDE

### 1.0 Overview

This guide, which is subject to change from time to time, establishes the general procedures for locating underground municipal services that the City of London is responsible for.

### 2.0 Infrastructure To Be Located

Underground infrastructure to be located:

- municipally owned storm and sanitary sewer infrastructure and their associated private drain connections located within municipal road allowances
- municipally owned watermain infrastructure and water services located within municipal road allowances
- streetlight infrastructure
- traffic signal infrastructure
- telecommunications infrastructure
- limited electrical infrastructure
- a small number of privately owned utilities located within municipal road allowances

Most infrastructure is located on municipal rights of way (both travelled and untravelled including streets, lanes, walkways), parks and open space, Upper Thames River Conservation Authority Lands under the City's administrative jurisdiction, and City owned facilities lands such as pollution control plants, pumping stations, fire halls, arenas, etc., and within easements on private land.

### 3.0 Ontario One Call Coverages

The City's main coverage is registered with Ontario One Call as LN01 and is based on the City's boundary. A secondary coverage, LN02, includes a two watermains lying just outside the City limits that are under the jurisdiction of the City.

### 4.0 Plant Records

The City's linear infrastructure records are in two forms; GIS mapping and as-built engineering records. Both are accessed through the Locates CityMap web application. Locates CityMap is an interactive map providing base map information such as streets, addresses, property limits, aerial imagery, the location of most underground services and access to engineering as-built drawings.

**Reviewing Plant Records to determine an office clear or to support a field locate requires reviewing GIS mapping and engineering as-built records together.**

Please email [geomatics@london.ca](mailto:geomatics@london.ca) for access to Locates Citymap.

### 5.0 General Responsibilities

The Locate Service Provider assumes full responsibility for all aspects of the locate with the following exception:

- a) an Office Clear is mistakenly issued, or,
- b) a municipal service is missed or mislocated in the field with the complete absence of any contrary indicators in the field which would have identified inconsistencies or errors in the Plant Records

by an otherwise competent Damage Prevention Technician fully trained and experienced in the proper use of Locates CityMap and the correct interpretation of as-constructed municipal service records where the error is demonstrably and solely due to incomplete, inaccurate, or missing Plant Records, in which case the City assumes any liabilities that may result from the locate not being performed correctly.

If, after reviewing Plant Records against the field information it is apparent the records are incomplete, inconsistent or in error, Geomatics Division must be advised immediately by calling 311 x8444 or by emailing [geomatics@london.ca](mailto:geomatics@london.ca) (preferred). The City has dedicated support staff available to respond to such issues during business hours 8:30am to 4:30pm on normal business days.

### 6.0 Locate Validity Period

The City of London's locate validity period is 90 days or as determined by the Ontario Underground Infrastructure Notification System Act and associated regulations.

### 7.0 Procedures for Determining Clears

## 7.1 Office Clear

An “office clear” can be issued when:

- a) The Work Area is located entirely on private property and a review of Locates CityMap confirms there are no City services within the work area (e.g. trunk sewers or watermains).
- b) The Work Area is at least five (5) metres distant from all City services.
- c) The locate request is for installing telecommunications service wires from a pedestal to a dwelling in a new subdivision development (because no City Services will be crossed).
- d) The locate request is for installing a gas service directly from the main to a dwelling in a new subdivision development (because no City Services will be crossed).
- e) If there are no streetlights indicated on Locates CityMap, streetlights can be Office Cleared except in new subdivisions (where the City’s streetlight mapping may not be current).

## 7.2 Field Clear

A “field clear” can be issued when a field investigation indicates there are no municipal services within 3 metres of the excavation area.

## 8.0 Locating Procedures

### 8.1 General

On a best efforts basis, the Locator shall ensure locates are horizontally accurate to within one (1) metre of the actual location of the Service.

**Depth information is not required to be shown, but in unusual situations such as shallow sewers, PDC’s or watermains, an appropriate caution note shall be clearly made on the Locate Drawing, i.e. “CAUTION: SHALLOW SEWERS”.**

The LSP is responsible for locating City Services on municipal property (e.g. road allowances, parks, open space and all municipally owned facilities) as well as within easements on private property. Water services and PDC’s shall be marked 2.5 metres past the edge of the road allowance (i.e. 2.5 metres onto private property) by extending the PDC alignment from the street to the dwelling in a straight line unless it is otherwise known.

Reference measurements in the form of ties to physical features are to be shown on the Locate Record Sketch for each of the located services sufficient to re-establish the location of the service in the event field marks are lost and for remarking purposes. Such ties shall be made from back of curbs or sidewalks, if available, or other readily identifiable, permanent features.

### 8.2 Water Services

The Locator shall mark all watermains, water services, water valves, curb stop boxes and any other buried water appurtenances within the Work Area by direct hook up to appurtenances (i.e. valves, hydrants, etc.) and paint the inferred routing, using waterproof blue spray paint, flags or stakes, as required, of the underground water system from the recorded signals in concert with the City Services Records provided by the City. If direct hook up does not result in traceable signal, the inferred routing will be marked based on all information available including measurements obtained from the City Services Records provided by the City.

For watermains 24 inches and larger, the following warning must be shown prominently on the locate sheet:

**CRITICAL INFRASTRUCTURE WARNING: Due to the proximity of the large diameter watermain, the Contractor must call City of London dispatch at 519-661-4965 a minimum of 72 hours prior to commencing excavation and arrange to have a City of London Water Operations Division representative on site when excavating in the vicinity of the watermain.**

### 8.3 Sewers

The Locator shall mark all storm and sanitary sewers within the work area. Private Drain Connections (PDC’s) shall be marked from existing storm and sanitary sewer mains to 2.5m past the limit of road allowance onto private property. The Locator shall open all manhole covers and indicate the direction of all visible sewers with waterproof green spray paint, flags or stakes, as required, adjacent to the cover. **Confined space entry is strictly prohibited.** The inferred routing and/or position of these sewer systems (sanitary or storm or combined systems), blind

connections and/or any other sewers will be based on all information available including measurements obtained from the City Services Records provided by the City.

#### **8.4 Street Lights**

All underground streetlight power feeds and junction boxes shall be marked within the work area. The Locator shall obtain direct access to the cabling through hand wells following Electrical and Utility Safety Association approved procedures, and using red spray paint, flags or stakes, as required, mark the inferred routing from the recorded signals in concert with the City Services Records provided by the City. When direct hook-up does not result in a traceable signal, or direct hookup is not possible (e.g. no hand well, no visible cabling, etc.), the inferred routing will be marked based on all information available including measurements obtained from the City Services Records provided by the City.

#### **8.5 Traffic Signals**

All underground traffic signal infrastructure including traffic signal cables, fibre, induction loops, power feeds and junction boxes within the work area shall be marked. The Locator shall obtain direct access to the cabling through traffic signal hand wells following Electrical and Utility Safety Association approved procedures, and using red spray paint, flags or stakes, mark the inferred routing from the recorded signals in concert with the City Services Records provided by the City. When direct hook-up does not result in a traceable signal, or direct hookup is not possible (e.g. no hand well, no visible cabling, etc.), the inferred routing will be marked based on measurements obtained from the City Services Records provided by the City.

#### **8.6 Miscellaneous Electric and Telecommunications Fibre**

All City owned buried electrical and telecommunications fibre shall be marked within the work area. The Locator shall obtain direct access to the cabling where possible following Electrical and Utility Safety Association approved procedures, and using red or orange spray paint (as the case may be), flags or stakes, as required, mark the inferred routing from the recorded signals in concert with the City Services Records provided by the City. When direct hook-up does not result in a traceable signal, or direct hookup is not possible, the inferred routing will be marked based on all information available including measurements obtained from the City Services Records provided by the City.

#### **8.7 Marking Locates**

Field marks shall consist of spray paint, flags or chalk as appropriate. Spray paint shall be water based and used as sparingly as possible in residential areas and in the downtown business district.

**Paint of any type shall not be used on private residential driveways, walkways, on Dundas Place or on paving stones anywhere in the City.**

#### **9.0 Disclaimer**

The following disclaimer shall be provided to the excavator with every completed locate:

##### **DISCLAIMER:**

Through its locate service provider, The Corporation of the City of London provides this locate record and associated field markings of the City's buried infrastructure on a best efforts basis only. By accepting this locate record, the excavator acknowledges that it is their responsibility to verify both the horizontal and vertical location of underground services and to protect existing underground services during excavation. The City makes no warranties as to the horizontal or vertical accuracy of the locate record or associated field markings. The excavator assumes full responsibility for any damage to the located services caused by the excavation or related works. The excavator agrees to defend, indemnify, and hold harmless the City, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this locate information.

#### **Mechanical Excavation and Hand Digging**

Mechanical excavation can be used to excavate up to 1 metre as measured horizontally of marked plant, or to remove hard surface material over the marked plant, whereafter hand digging or vacuum excavation must be used when excavating within one metre of the plant until it is exposed. Hand digging means hand excavation using only a shovel with wooden or insulated handle. No picks, bars or other devices shall be used.

**Plant Depth**

For information on plant depth, as-built drawings can be obtained from the City's Geomatics Division by emailing: [geomatics@london.ca](mailto:geomatics@london.ca).

**Validity Period**

This locate expires 90 days after being marked, where after it is necessary to request a remark through Ontario One Call to continue excavation work.

**Damage to City of London Plant**

Where City of London plant has been damaged the excavator shall immediately cease excavation and contact City of London Dispatch Office at **519-661-4965** for instructions.



Bill No. 364  
2022

By-law No.

A by-law to approve the potential demolition of abandoned buildings with municipal addresses of 421 Wharncliffe Road South, 254 Hamilton Road, and 7234 Littlewood Drive under the Property Standards provisions of the *Building Code Act*.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 15.1(3) of the *Building Code Act* provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the *Building Code Act* provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the *Building Code Act* provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the *Building Code Act* provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the *Building Code Act* provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The potential demolition of the abandoned buildings in the City of London (listed below) is approved and the properties may be cleared of all identified buildings, structures, debris, and refuse and left in a graded and levelled condition in accordance with the *City of London Property Standards By-law* and the *Ontario Building Code Act*. The municipal addresses of the properties are:

- 421 Wharncliffe Road South
- 254 Hamilton Road
- 7234 Littlewood Drive

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

PASSED in Open Council on October 17, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First reading – October 17, 2022  
Second reading - October 17, 2022  
Third Reading - October 17, 2022

Bill No. 365  
2022

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

A by-law to provide for Various Fees and Charges and to repeal By-law A-57, as amended, being “A by-law to provide for Various Fees and Charges”.

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 section 69 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, provides that council of a municipality may by by-law, establish a tariff of fees for the processing of applications made in respect of planning matters;

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:

## **Part 1 REPEAL OF BY-LAW A-57**

### **1.1 Repeal of By-law A-57**

By-law A-57, as amended, being “A by-law to provide for Various Fees and Charges”, passed in Open Council on October 26, 2021, is hereby repealed.

## **Part 2 APPROVAL OF FEES AND CHARGES**

### **2.1 Fees and charges – approval**

The fees and charges listed in the column headed “Fee” on Schedule 1 of this by-law are approved and imposed for the associated “Service/Activity” commencing on the date set out in the column headed “Effective Date”.

### **2.2 Fees and charges - taxes**

All fees and charges listed on Schedule 1 of this by-law are subject to applicable taxes.

### **2.3 Fees and charges – administration and interest charges**

All fees and charges listed on Schedule 1 of this by-law may be subject to applicable administration charges and interest charges as set by The Corporation of the City of London.

## **Part 3 METHOD OF PAYMENT**

### **3.1 Fees and charges - when payable**

The fees and charges, listed on Schedule 1 of this by-law, plus all applicable taxes, are due and payable:

- (a) at the time of the transaction for which the fee or charge is imposed; or
- (b) if subsection 3.1 (a) is not applicable, upon the due date specified in any invoice issued by The Corporation of the City of London to any person or party in connection with a fee or charge listed on Schedule 1 of this by-law.

### **3.2 Fees, Charges and Penalties – how payable**

The fees and charges, listed on Schedule 1 of this by-law, can be paid by debit (where available), cash, certified cheque, credit card (where available) or by any other manner authorized by the respective City of London Service Area.

### **3.3 Collection – unpaid invoices**

Fees and charges listed on Schedule 1 of this by-law and imposed on a person or party, constitute a debt of the person or the party to The Corporation of the City of London. Where there is statutory authority to do so, the City Treasurer may add fees and charges imposed by this by-law to the tax roll for the property in the same manner as municipal taxes.

## **Part 4 ENACTMENT**

### **4.1 Effective date**

The by-law comes into force and effect on January 1, 2023.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

## Schedule 1, 2023 Fees and Charges - Culture Services

Service Grouping: Centennial Hall

Service/Activity	2023 Effective Date	2023 Fee
Hall Rentals (a) Auditorium - Theatre Style (Monday to Thursday, Sunday)	Jan. 1/23	\$2,500.00 or 10% gross gate to a maximum of \$4,000.00, whichever is greater
Hall Rentals (a) Auditorium - Banquet Style	Jan. 1/23	\$1,500.00
Hall Rentals (a) Auditorium - Banquet Style - June, July, August	Jan. 1/23	\$1,000.00
Hall Rentals (a) Auditorium - New Year's Eve	Jan. 1/23	\$2,500.00
Hall Rentals (a) Auditorium - Rehearsal Stage	Jan. 1/23	\$600.00
Hall Rentals (b) Banquet Hall -One-half Banquet Hall	Jan. 1/23	\$1,000.00
Hall Rentals (b) Banquet Hall -Sunday, Saturday, Holidays	Jan. 1/23	\$1,000.00
Hall Rentals (b) Banquet Hall -New Year's Eve	Jan. 1/23	\$2,000.00
Hall Rentals (b) Banquet Hall -One-half Banquet Hall	Jan. 1/23	\$500.00
Hall Rentals (b) Banquet Hall -Trade Shows (per day)	Jan. 1/23	\$1,000.00
Hall Rentals (c) Lounge	Jan. 1/23	\$250.00
Hall Rentals (d) Lounge - After Events	Jan. 1/23	\$200.00
Hall Rentals (e) Entire Building (Convention Rate)	Jan. 1/23	\$3,500.00
Hall Rentals (f) Entire Building (Trade Show Rate)	Jan. 1/23	\$3,500.00

# Schedule 1, 2023 Fees and Charges - Culture Services

## Service Grouping: Centennial Hall

Service/Activity	2023 Effective Date	2023 Fee
Hall Rentals (g) Early/Late Access Charge per hour (Prior to 8:00 am / after 1:00 pm)	Jan. 1/23	\$50.00
Hall Rentals (h) Move In/Move Out	Jan. 1/23	50% of applicable rate
Hall Rentals (i) Women's Canadian Club	Jan. 1/23	\$850.00
Hall Rentals (j) Teen Dances or Pub Nights	Jan. 1/23	\$1,000.00
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge	Jan. 1/23	7% of gross catering revenue or \$0.70 per person
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge - i) Bar Receipts - Centennial Hall License - Rates	Jan. 1/23	Market
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge - ii) Canteen Receipts - Snacks	Jan. 1/23	Market
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge - iii) Checkroom Receipts	Jan. 1/23	Market
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge - iv) Sundry Receipts	Jan. 1/23	Market
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge - v) Chair Removal	Jan. 1/23	Market
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge - vi) Catering Revenue	Jan. 1/23	Market & 7% of admissions
Hall Rentals (Banquet Hall Only) (k) Catering Surcharge – Self Catering viii) Ticket Surcharge Fanshawe Symphonic Chorus and Local Community Events are excluded.	Jan. 1/23	\$1.00 per ticket

Note:

1. Non-profit organizations which book a series of events, in advance, (at least six events per calendar year) and which require a very limited amount of set-up and maintenance will receive a reduced rate

## Schedule 1, 2023 Fees and Charges – Economic Prosperity

### Service Grouping: Economic Development

Service/Activity	2023 Effective Date	2023 Fee
Economic Development: Dundas Place: One Block Rental for Profit	Jan. 1/23	\$522.84
Economic Development: Dundas Place: One Block Rental Non-Profit	Jan. 1/23	\$261.42
Economic Development: Dundas Place: Four Block Rental for Profit	Jan. 1/23	\$1,568.52
Economic Development: Dundas Place: Four Block Rental Non-Profit	Jan. 1/23	\$836.54
Economic Development: Dundas Place: Alcohol Service Fee / Per Block	Jan. 1/23	\$182.99
Economic Development: Dundas Place: Folding Tables	Jan. 1/23	\$10.46
Economic Development: Dundas Place: Picnic Tables	Jan. 1/23	\$20.91
Economic Development: Dundas Place: 10x10 Tent	Jan. 1/23	\$20.00
Economic Development: Dundas Place: Propane Heater	Jan. 1/23	\$78.43
Economic Development: Dundas Place: Umbrella with Base	Jan. 1/23	\$10.46
Economic Development: Dundas Place: PA System	Jan. 1/23	\$104.57
Economic Development: Dundas Place: Movie Screen	Jan. 1/23	\$156.85
Economic Development: Dundas Place: Cruiser Table	Jan. 1/23	\$20.91
Economic Development: Dundas Place: Stage Decking (4x4)	Jan. 1/23	\$20.91
Economic Development: Dundas Place: Stage Decking (4x8)	Jan. 1/23	\$31.37
Economic Development: Dundas Place: Street Vendor Pilot Program to March 31, 2023 (per quarter year)	Jan. 1/23	\$22.12
Economic Development: Dundas Place: Street Vendor Pilot Program to March 31, 2023 (per year)	Jan. 1/23	\$88.50

# Schedule 1, 2023 Fees and Charges – Environmental Services

Service Grouping: Climate Change and Environmental Stewardship

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Climate Change and Environmental Stewardship, Electric Vehicle Charging	Per Hour	Jan. 1/23	\$1.85



## Schedule 1, 2023 Fees and Charges – Environmental Services

### Service Grouping: Garbage, Recycling and Composting

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Recycling and Composting: Grass Clippings	Bag	Jan. 1/23	\$1.50
Recycling and Composting: Bagged Residential Garbage	Bag	Jan. 1/23	\$1.50
Recycling and Composting: Recycling and Composting Composters and Digesters (Implement maximum of two units per year per address)	Unit	Jan. 1/23	\$20.00
Recycling and Composting: Blue Box (maximum of two boxes per purchase)	Box	Jan. 1/23	\$10.00
Recycling and Composting: Woodchips, compost, compost/soil mix	Bag	Jan. 1/23	\$5.00
Recycling and Composting: Blue Box Processing Fees	Agreement	Jan. 1/23	Agreement
Recycling and Composting: Recycling Carts	Cart	Jan. 1/23	\$90.00
Recycling and Composting: Multi-Residential Buildings - Additional or Return pick-up service requested	Event	Jan. 1/23	\$130.00
Recycling and Composting: Multi-Residential Buildings - Twice per week collection	Per unit per week	Jan. 1/23	\$4.50
Garbage Collection and Disposal, Waste Collection Fees: Garbage Tag	Tag	Jan. 1/23	\$1.50
Garbage Collection and Disposal, Waste Collection Fees: Collection Charges	Agreement	Jan. 1/23	Agreement
Garbage Collection and Disposal, Waste Collection Fees: Multi-Residential Buildings Bin Rental	Month / Bin	Jan. 1/23	\$27.00
Garbage Collection and Disposal, Waste Collection Fees: Multi-Residential Buildings – Second collection per week	Per unit per week	Jan. 1/23	\$8.50
Garbage Collection and Disposal, Waste Collection Fees: Waste Management By-law WM-12, Part 12 (Owner has failed to comply with WM-12, Part 12; City collects waste at expense of owner)	Hour	Jan. 1/23	\$130.00
Garbage Collection and Disposal, Waste Collection Fees: Multi-Residential Buildings - Additional or Return pickup service requested	Event	Jan. 1/23	\$130.00
Garbage Collection and Disposal, Solid Waste Disposal Fees: Household Hazardous Special Waste - Middlesex County	Agreement	Jan. 1/23	Agreement
Garbage Collection and Disposal, Solid Waste Disposal Fees: Household Hazardous Special Waste - Elgin County	Agreement	Jan. 1/23	Agreement

## Schedule 1, 2023 Fees and Charges – Environmental Services

### Service Grouping: Garbage, Recycling and Composting

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Garbage Collection and Disposal, Solid Waste Disposal Fees: Business Waste	Tonne	Jan. 1/23	\$75.00
Garbage Collection and Disposal, Solid Waste Disposal Fees: Business Waste - minimum vehicle tare weight of 10 tonnes - charge account only	Tonne	Jan. 1/23	\$46.00
Garbage Collection and Disposal, Solid Waste Disposal Fees: Municipally controlled waste from adjacent separated municipalities	Tonne	Jan. 1/23	\$43.00
Garbage Collection and Disposal, Solid Waste Disposal Fees: Recycling Process Residuals	Tonne	Jan. 1/23	\$40.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: 0 to 100	Kilograms	Jan. 1/23	\$8.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: 101 to 200	Kilograms	Jan. 1/23	\$15.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: 201 to 400	Kilograms	Jan. 1/23	\$30.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: 401 to 600	Kilograms	Jan. 1/23	\$45.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: 601 to 800	Kilograms	Jan. 1/23	\$60.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: 801 to 1,000	Kilograms	Jan. 1/23	\$75.00
Garbage Collection and Disposal, Landfill Disposal Small Load Residential Waste: Over 1,000	Kilograms	Jan. 1/23	\$75.00
Garbage Collection and Disposal, Waste from Outside Service Area accepted under Ministerial Order	Tonne	Jan. 1/23	\$150.00
Garbage Collection and Disposal, Minimum Charge for Business (excluding residential and charitable organization waste)	Transaction	Jan. 1/23	\$75.00
Garbage Collection and Disposal, Daily Cover Tipping Fee	Tonne	Jan. 1/23	\$11.00

## Schedule 1, 2023 Fees and Charges – Environmental Services

### Service Grouping: Garbage, Recycling and Composting

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Garbage Collection and Disposal, Asbestos Waste	Lump sum 1 <sup>st</sup> load	Jan. 1/23	\$350.00
Garbage Collection and Disposal, Asbestos Waste	Lump sum 2 <sup>nd</sup> load	Jan. 1/23	\$100.00
Garbage Collection and Disposal, Asbestos Waste	Plus per tonne	Jan. 1/23	\$75.00
Garbage Collection and Disposal, Brownfield Waste Tipping Fee	Tonne	Jan. 1/23	\$34.00
Garbage Collection and Disposal, Drop-off Depot Fees, Renovation Materials: Small Load		Jan. 1/23	\$27.00
Garbage Collection and Disposal, Drop-off Depot Fees, Renovation Materials: Car load		Jan. 1/23	\$54.00
Garbage Collection and Disposal, Drop-off Depot Fees, Renovation Materials: Truck, Van, Small Trailer Load		Jan. 1/23	\$75.00
Garbage Collection and Disposal, Drop-off Depot Fees: Appliances Containing Ozone Depleting Substances	Unit	Jan. 1/23	\$20.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Aquatics, Lessons: (all pools) Swim Lesson - Child - 30 minutes per class	Jan. 1/23	\$10.50
Aquatics, Lessons: (all pools) Swim Lesson - Child - 45 minutes per class	Jan. 1/23	\$12.50
Aquatics, Lessons: (all pools) Swim Lesson - Adult - 45 minutes per class	Jan. 1/23	\$13.20
Aquatics, Lessons: (all pools) Swim Lesson - Private - 30 minutes per class	Jan. 1/23	\$27.20
Aquatics, Lessons: (all pools) Swim Lesson – Semi-private - 30 Minutes per class	Jan. 1/23	\$19.00
Aquatics, Lessons: (all pools) Swim Lesson - SU - Private - 30 minutes per class	Jan. 1/23	\$27.20
Aquatics, Lessons: (all pools) Swim Lesson - SU – Semi-private - 30 minutes per class	Jan. 1/23	\$19.00
Aquatics, Lessons: (all pools) Swim Lesson - Low Ratio per class	Jan. 1/23	\$13.35
Aquatics, Leadership & Specialty Courses *Leadership 2nd Chance Fee 80% Discount on original fee	Jan. 1/23	\$10.00 to \$500.00
Aquatics, Competitive Teams - Full Summer	Jan. 1/23	\$121.00
Aquatics, Baby Aqua Fit	Jan. 1/23	\$40.00
Aquatics, Small Ratio Class Fee	Jan. 1/23	\$95.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Aquatics, Admissions: Child Per Visit Admission	Jan. 1/23	\$4.50
Aquatics, Admissions: Adult Per Visit Admission	Jan. 1/23	\$6.25
Aquatics, Admissions: Senior Per Visit Admission	Jan. 1/23	\$5.25
Aquatics, Admissions: Family Per Visit Admission	Jan. 1/23	\$16.00
Aquatics, Admissions: Promotional Admission	Jan. 1/23	\$0.00 to \$10.00
Aquatics, Passes: Family Pass Full Summer	Jan. 1/23	\$225.00
Aquatics, Passes: Family Pass 1/2 Summer	Jan. 1/23	\$124.00
Aquatics, Passes: Child 10 Visit Pass	Jan. 1/23	\$27.00
Aquatics, Passes: Child 3 Month Pass	Jan. 1/23	\$110.00
Aquatics, Passes: Adult 10 Visit Pass	Jan. 1/23	\$47.75
Aquatics, Passes: Adult 3 Month Pass	Jan. 1/23	\$195.00
Aquatics, Passes: Senior 10 Visit Pass	Jan. 1/23	\$40.00
Aquatics, Passes: Senior 3 Month Pass	Jan. 1/23	\$138.00
Aquatics, Outdoor Pool Rental: Heated	Jan. 1/23	\$94.00
Aquatics, Outdoor Pool Rental: Thames Pool - Entire facility	Jan. 1/23	\$326.00
Aquatics, Outdoor Pool Rental: Wading Pools	Jan. 1/23	\$30.00
Aquatics, South London: Corporate	Jan. 1/23	\$167.00
Aquatics, South London: Corporate	Sept. 1/23	\$171.00
Aquatics, South London: Affiliates	Jan. 1/23	\$150.00
Aquatics, South London: Affiliates	Sept. 1/23	\$153.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Aquatics, Canada Games Aquatic Centre: Corporate	Jan. 1/23	\$269.50
Aquatics, Canada Games Aquatic Centre: Corporate	Sept. 1/23	\$275.00
Aquatics, Canada Games Aquatic Centre: Affiliates	Jan. 1/23	\$229.00
Aquatics, Canada Games Aquatic Centre: Affiliates	Sept. 1/23	\$233.00
Aquatics, Canada Games Aquatic Centre: Major Meets 20% discount (Per Council Directive for rentals over 36 hours)	Jan. 1/23	\$186.00
Aquatics, Carling Heights Optimist Community Centre: Corporate	Jan. 1/23	\$97.00
Aquatics, Carling Heights Optimist Community Centre: Corporate	Sept. 1/23	\$99.00
Aquatics, Carling Heights Optimist Community Centre: Affiliates	Jan. 1/23	\$88.00
Aquatics, Carling Heights Optimist Community Centre: Affiliates	Sept. 1/23	\$90.00
Aquatics, Lifeguard Costs (per hour)	Jan. 1/23	\$29.00
Aquatics, Birthday Parties (per child)	Jan. 1/23	\$20.00
Aquatics, Fee to ride slide for Birthday parties (South London)	Jan. 1/23	\$2.00
Aquatics, Leadership Manuals	Jan. 1/23	\$10.00 to \$200.00
Arenas, Public Skating, Admissions: Public Skate: Adult	Jan. 1/23	\$4.75
Arenas, Public Skating, Admissions: Public Skate: Youth (13 to 18)	Jan. 1/23	\$4.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Arenas, Public Skating, Admissions: Public Skate: Child	Jan. 1/23	\$3.75
Arenas, Public Skating, Admissions: Public Skate: PD Day	Jan. 1/23	\$3.75
Arenas, Public Skating, Admissions: Seniors	Jan. 1/23	\$4.00
Arenas, Public Skating, Admissions: Family Pass	Jan. 1/23	\$8.50
Arenas, Public Skating, Admissions: Child 20 Skate Pass	Jan. 1/23	\$45.00
Arenas, Public Skating, Admissions: Teen 20 Skate Pass	Jan. 1/23	\$49.50
Arenas, Public Skating, Admissions: Adult 20 Skate Pass	Jan. 1/23	\$63.00
Arenas, Public Skating, Admissions: Senior 20 Skate Pass	Jan. 1/23	\$50.00
Arenas, Public Skating, Admissions: Family 20 Skate Pass	Jan. 1/23	\$98.00
Arenas, Public Skating, Admissions: Ice Activity: Shinny Hockey (Per person per session)	Jan. 1/23	\$8.50
Arenas, Public Skating, Admissions: Ticket Ice (Per person per session)	Jan. 1/23	\$11.00
Arenas, Public Skating, Admissions: Ticket Ice (Per person per session)	Sept. 1/23	\$11.50
Arenas, Learn to Skate: Learn-to-Skate (Pre-School)	Jan. 1/23	\$55.00
Arenas, Learn to Skate: Learn-to-Skate (Pre-School)	Sept. 1/23	\$56.00
Arenas, Learn to Skate: Learn-to-Skate (Child)	Jan. 1/23	\$59.50

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Arenas, Learn to Skate: Learn-to-Skate (Child)	Sept. 1/23	\$60.50
Arenas, Learn to Skate: Learn-to-Skate (Adult)	Jan. 1/23	\$107.00
Arenas, Learn to Skate: Learn-to-Skate (Adult)	Sept. 1/23	\$109.00
Arenas, Ice Rates (Per Hour): Winter Rental: Minor Affiliate	Jan. 1/23	\$184.00
Arenas, Ice Rates (Per Hour): Winter Rental: Minor Affiliate	Sept. 1/23	\$187.00
Arenas, Ice Rates (Per Hour): Winter Rental: Minor Prime	Jan. 1/23	\$196.00
Arenas, Ice Rates (Per Hour): Winter Rental: Minor Prime	Sept. 1/23	\$199.00
Arenas, Ice Rates (Per Hour): Winter Rental: Standard (Adult)	Jan. 1/23	\$246.00
Arenas, Ice Rates (Per Hour): Winter Rental: Standard (Adult)	Sept. 1/23	\$250.00
Arenas, Ice Rates (Per Hour): Winter Rental: Standard Adult Contract	Jan. 1/23	\$233.00
Arenas, Ice Rates (Per Hour): Winter Rental: Standard Adult Contract	Sept. 1/23	\$236.50
Arenas, Ice Rates (Per Hour): Winter Rental: Special/Last Minute Non-Prime Time	Jan. 1/23	\$111.00
Arenas, Ice Rates (Per Hour): Winter Rental: Special/Last Minute Prime Time	Jan. 1/23	\$139.00
Arenas, Ice Rates (Per Hour): Winter Rental: Commercial	Jan. 1/23	\$258.00
Arenas, Ice Rates (Per Hour): Winter Rental: Commercial	Sept. 1/23	\$262.00



## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Arenas, Ice Rates (Per Hour): Non-Prime Standard	Jan. 1/23	\$196.00
Arenas, Ice Rates (Per Hour): Non-Prime Standard	Sept. 1/23	\$199.00
Arenas, Ice Rates (Per Hour): Non-Prime - Minor	Jan. 1/23	\$157.50
Arenas, Ice Rates (Per Hour): Non-Prime - Minor	Sept. 1/23	\$160.00
Arenas, Ice Rates (Per Hour): Non-Prime - Commercial	Jan. 1/23	\$206.00
Arenas, Ice Rates (Per Hour): Non-Prime - Commercial	Sept. 1/23	\$209.50
Arenas, Ice Rates (Per Hour): Off-season – Adult	Jan. 1/23	\$262.00
Arenas, Ice Rates (Per Hour): Off-season - Minor	Jan. 1/23	\$210.00
Arenas, Ice Rates (Per Hour): Off-season - Minor Non-Prime	Jan. 1/23	\$164.00
Arenas, Ice Rates (Per Hour): Off-season - Commercial	Jan. 1/23	\$275.00
Arenas, Ice Rates (Per Hour): Year-Round Dry Pad: Adult	Jan. 1/23	\$60.00
Arenas, Ice Rates (Per Hour): Year-Round Dry Pad: Adult	Sept. 1/23	\$61.00
Arenas, Ice Rates (Per Hour): Year-Round Dry Pad: Minor	Jan. 1/23	\$46.00
Arenas, Ice Rates (Per Hour): Year-Round Dry Pad: Minor	Sept. 1/23	\$47.00
Arenas, Ice Rates (Per Hour): Year-Round Dry Pad: Commercial	Jan. 1/23	\$60.00
Arenas, Ice Rates (Per Hour): Year-Round Dry Pad: Commercial	Sept. 1/23	\$61.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Arenas, Ice Rates (Per Hour): Contract Amendment Fee (per amendment)	Jan. 1/23	\$8.00
Arenas, Ice Rates (Per Hour): High School Hockey Service Fee	Jan. 1/23	\$17.00
Arenas, Ice Rates (Per Hour): Storage Fee - Small (per year)	Jan. 1/23	\$235.50
Arenas, Ice Rates (Per Hour): Storage Fee - Large (per year)	Jan. 1/23	\$470.00
Community Recreation & Leisure Programs, Gymnasium Rentals (hourly): Large	Jan. 1/23	\$106.50
Community Recreation & Leisure Programs, Gymnasium Rentals (hourly): Medium	Jan. 1/23	\$48.49
Community Recreation & Leisure Programs, Gymnasium Rentals (hourly): Small	Jan. 1/23	\$40.58
Community Recreation & Leisure Programs, Meeting Rooms Rentals (hourly): Standard	Jan. 1/23	\$29.16
Community Recreation & Leisure Programs, Meeting Rooms Rentals (hourly): Large	Jan. 1/23	\$40.58

Note Children and Youth rates will be at 75% of the standard fee. Commercial rates will be charged an additional 80% of the standard fee.

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, Court Rentals (hourly): Volleyball court	Jan. 1/23	\$40.58
Community Recreation & Leisure Programs, Court Rentals (hourly): Badminton/Pickleball court	Jan. 1/23	\$26.28
Community Recreation & Leisure Programs, Recreational Drop-In-Fees: Child	Jan. 1/23	\$2.75
Community Recreation & Leisure Programs, Recreational Drop-In-Fees: Youth	Jan. 1/23	\$2.75
Community Recreation & Leisure Programs, Recreational Drop-In-Fees: Adult	Jan. 1/23	\$4.75
Community Recreation & Leisure Programs, Recreational Drop-In-Fees: Older Adult/Senior	Jan. 1/23	\$4.50
Community Recreation & Leisure Programs, Recreational Drop-In-Fees: Family	Jan. 1/23	\$10.00
Community Recreation & Leisure Programs, Recreational Drop-In-Fees 10 Visit Pass: Child	Jan. 1/23	\$21.90
Community Recreation & Leisure Programs, Recreational Drop-In-Fees 10 Visit Pass: Youth	Jan. 1/23	\$21.90
Community Recreation & Leisure Programs, Recreational Drop-In-Fees 10 Visit Pass: Adult	Jan. 1/23	\$37.83
Community Recreation & Leisure Programs, Recreational Drop-In-Fees 10 Visit Pass: Older Adult/Senior	Jan. 1/23	\$35.84

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, 10 Visit Pass: Family	Jan. 1/23	\$79.65
Community Recreation & Leisure Programs, Weight Room or Aerobics: Youth - Daily Pass	Jan. 1/23	\$4.25
Community Recreation & Leisure Programs, Weight Room or Aerobics: Youth - 10 Session Pass	Jan. 1/23	\$33.85
Community Recreation & Leisure Programs, Weight Room or Aerobics: Youth - 3 Month Pass	Jan. 1/23	\$84.62
Community Recreation & Leisure Programs, Weight Room or Aerobics: Youth - 6 Month Pass	Jan. 1/23	\$169.25
Community Recreation & Leisure Programs, Weight Room or Aerobics: Youth - 1 Year Pass	Jan. 1/23	\$338.50
Community Recreation & Leisure Programs, Weight Room or Aerobics: Adult - Daily Pass	Jan. 1/23	\$5.50
Community Recreation & Leisure Programs, Weight Room or Aerobics: Adult - 10 Session Pass	Jan. 1/23	\$43.81
Community Recreation & Leisure Programs, Weight Room or Aerobics: Adult - 3 Month Pass	Jan. 1/23	\$109.51
Community Recreation & Leisure Programs, Weight Room or Aerobics: Adult - 6 Month Pass	Jan. 1/23	\$219.03

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, Weight Room or Aerobics: Adult - 1 Year Pass	Jan. 1/23	\$438.05
Community Recreation & Leisure Programs, Weight Room or Aerobics: Senior - Daily Pass	Jan. 1/23	\$4.50
Community Recreation & Leisure Programs, Weight Room or Aerobics: Senior - 10 Session Pass	Jan. 1/23	\$35.84
Community Recreation & Leisure Programs, Weight Room or Aerobics: Senior - 3 Month Pass	Jan. 1/23	\$89.60
Community Recreation & Leisure Programs, Weight Room or Aerobics: Senior - 6 Month Pass	Jan. 1/23	\$179.20
Community Recreation & Leisure Programs, Weight Room or Aerobics: Senior - 1 Year Pass	Jan. 1/23	\$358.41
Community Recreation & Leisure Programs, North London Centre, Memberships: Adult Racquets (tennis/squash)	Jan. 1/23	\$193.26
Community Recreation & Leisure Programs, North London Centre, Memberships: Adult Racquets - Spouse of a member	Jan. 1/23	\$116.98
Community Recreation & Leisure Programs, North London Centre, Memberships: Seniors (55+) Racquets	Jan. 1/23	\$116.98

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, North London Centre, Memberships: Youth (under 19) Racquets	Jan. 1/23	\$116.98
Community Recreation & Leisure Programs, North London Centre, Memberships: Family Racquets	Jan. 1/23	\$343.72
Community Recreation & Leisure Programs, North London Centre, Memberships: Squash	Jan. 1/23	\$70.13
Community Recreation & Leisure Programs, North London Centre, Tennis Court Bookings: Member - Prime	Jan. 1/23	\$27.38
Community Recreation & Leisure Programs, North London Centre, Tennis Court Bookings: Member - Non-Prime	Jan. 1/23	\$21.91
Community Recreation & Leisure Programs, North London Centre, Tennis Court Bookings: Member - same day booking	Jan. 1/23	\$18.09
Community Recreation & Leisure Programs, North London Centre, Tennis Court Bookings: Non-Member - Prime	Jan. 1/23	\$35.91
Community Recreation & Leisure Programs, North London Centre, Tennis Court Bookings: Non-Member - Non-Prime	Jan. 1/23	\$28.42
Community Recreation & Leisure Programs, North London Centre, Tennis Court Bookings: Non-Member - same day booking	Jan. 1/23	\$22.61

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, North London Centre, Squash: Member - Prime	Jan. 1/23	\$14.65
Community Recreation & Leisure Programs, North London Centre, Squash: Member - Non-Prime	Jan. 1/23	\$11.97
Community Recreation & Leisure Programs, North London Centre, Squash: Non-Member - Prime	Jan. 1/23	\$18.27
Community Recreation & Leisure Programs, North London Centre, Squash: Non-Member - Non-Prime	Jan. 1/23	\$14.98
Community Recreation & Leisure Programs, North London Centre, Rollerskating Admission: Seniors (55+)	Jan. 1/23	\$7.75
Community Recreation & Leisure Programs, North London Centre, Rollerskating Admission: Adult	Jan. 1/23	\$8.25
Community Recreation & Leisure Programs, North London Centre, Rollerskating Admission: Child	Jan. 1/23	\$6.00
Community Recreation & Leisure Programs, North London Centre, Rollerskating: Skate Rental	Jan. 1/23	\$4.75
Community Recreation & Leisure Programs, North London Centre, Rollerskating, 10 Visit Skate Pass: Seniors (55+)	Jan. 1/23	\$61.73

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, North London Centre, Rollerskating, 10 Visit Skate Pass: Adult	Jan. 1/23	\$65.71
Community Recreation & Leisure Programs, North London Centre, Rollerskating, 10 Visit Skate Pass: Child	Jan. 1/23	\$47.79
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: One Centre Only (Per Year)	Jan. 1/23	\$48.51
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Both Centres (Per Year)	Jan. 1/23	\$61.65
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Senior Satellites (Per Year) Per Satellite	Jan. 1/23	\$10.56
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Seniors Centre Member Programs	Jan. 1/23	\$1.00 to \$5.00
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Senior Satellites (Per Year) Multi-Site Bundle	Jan. 1/23	\$29.67
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Seniors Satellites Programs	Jan. 1/23	\$2.15 to \$10.25
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Special Events	Jan. 1/23	\$9.00 to \$15.00
Community Recreation & Leisure Programs, Seniors Centres and Programs, Membership Fees: Bus Trips	Jan. 1/23	\$80.00 to \$120.00



## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, Youth Programs: Fall/Winter/Spring (Average Fee-8 weeks)	Jan. 1/23	\$36.40
Community Recreation & Leisure Programs, Youth Programs: Fall/Winter/Spring (Average Fee-8 weeks)	Apr. 1/23	\$36.95
Community Recreation & Leisure Programs, Day Camp (per week): Neighbourhood Camp Base Fee	Jan. 1/23	\$140.40
Community Recreation & Leisure Programs, Day Camp (per week): Neighbourhood Camp Base Fee	Apr. 1/23	\$142.51
Community Recreation & Leisure Programs, Day Camp (per week): Specialty Theme Camp Base Fee	Jan. 1/23	\$148.46 to \$247.83
Community Recreation & Leisure Programs, Day Camp (per week): Specialty Theme Camp Base Fee	Apr. 1/23	\$150.69 to \$251.55
Community Recreation & Leisure Programs, Day Camp (per week): Before or After Program	Jan. 1/23	\$32.00
Community Recreation & Leisure Programs, Day Camp (per week): Before and After Program	Jan. 1/23	\$47.00
Community Recreation & Leisure Programs, Day Camp (per week): PD Day Camps	Jan. 1/23	\$31.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, Day Camp (per week): Youth Camp/Summer Surprise	Jan. 1/23	\$168.35
Community Recreation & Leisure Programs, Day Camp (per week): Youth Camp/Summer Surprise	Apr. 1/23	\$170.88
Community Recreation & Leisure Programs, Leadership: Leader in Training I	Jan. 1/23	\$80.52
Community Recreation & Leisure Programs, Leadership: Leader in Training I	Apr. 1/23	\$81.72
Community Recreation & Leisure Programs, Leadership: Leader in Training II	Jan. 1/23	\$144.30
Community Recreation & Leisure Programs, Leadership: Leader in Training II	Apr. 1/23	\$146.47
Community Recreation & Leisure Programs, Leadership: Leader in Training III	Jan. 1/23	\$189.27
Community Recreation & Leisure Programs, Leadership: Leader in Training III	Apr. 1/23	\$192.11
Community Recreation & Leisure Programs, Adult Programs: Fall/Winter/Spring (Average Fee-8 weeks)	Jan. 1/23	\$67.22

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Community Recreation & Leisure Programs, Adult Programs: Fall/Winter/Spring (Average Fee-8 weeks)	Apr. 1/23	\$68.22
Community Recreation & Leisure Programs, Older Adult Programs: Fall/Winter/Spring (Average Fee-8 weeks)	Jan. 1/23	\$67.22
Community Recreation & Leisure Programs, Older Adult Programs: Fall/Winter/Spring (Average Fee-8 weeks)	Apr. 1/23	\$68.22
Golf Courses, Thames Valley Golf Course, Member Classic Green Fees: Shoulder Season	Jan. 1/23	\$22.00
Golf Courses, Thames Valley Golf Course, Member Classic Green Fees: Prime Time	Jan. 1/23	\$27.00
Golf Courses, Thames Valley Golf Course, Member Classic Green Fees: Non-Prime Time	Jan. 1/23	\$22.00
Golf Courses, Thames Valley Golf Course, Member Classic Green Fees: Twilight	Jan. 1/23	\$17.00
Golf Courses, Thames Valley Golf Course, Member Classic Green Fees: Junior Rate	Jan. 1/23	\$14.00
Golf Courses, Thames Valley Golf Course, Guest Classic Green Fees: Shoulder Season	Jan. 1/23	\$35.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Thames Valley Golf Course, Guest Classic Green Fees: Prime Time	Jan. 1/23	\$45.00
Golf Courses, Thames Valley Golf Course, Guest Classic Green Fees: Non-Prime Time	Jan. 1/23	\$38.00
Golf Courses, Thames Valley Golf Course, Guest Classic Green Fees: Twilight	Jan. 1/23	\$25.00
Golf Courses, Thames Valley Golf Course, Guest Classic Green Fees: Junior Rate	Jan. 1/23	\$20.00
Golf Courses, Thames Valley Golf Course, Guest Classic Green Fees: Cart & Golf Package	Jan. 1/23	\$58.00
Golf Courses, Thames Valley Golf Course, Hickory Green Fees Member: All Day	Jan. 1/23	\$14.00
Golf Courses, Thames Valley Golf Course, Hickory Green Fees Member, Junior Rate	Jan. 1/23	\$12.00
Golf Courses, Thames Valley Golf Course, Hickory Green Fees Guest, All Day:	Jan. 1/23	\$23.00
Golf Courses, Thames Valley Golf Course, Hickory Green Fees Guest, Junior Rate	Jan. 1/23	\$19.00
Golf Courses, Thames Valley Golf Course, Hickory Green Fees Guest, Hickory 9 Hole - Special	Jan. 1/23	\$19.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Fanshawe Golf Course, Traditional Green Fees Member: Shoulder season	Jan. 1/23	\$22.00
Golf Courses, Fanshawe Golf Course, Traditional Green Fees Member: Prime Time	Jan. 1/23	\$27.00
Golf Courses, Fanshawe Golf Course, Traditional Green Fees Member: Non-Prime Time	Jan. 1/23	\$22.00
Golf Courses, Fanshawe Golf Course, Traditional Green Fees Member: Twilight	Jan. 1/23	\$17.00
Golf Courses, Fanshawe Golf Course, Traditional Green Fees Member: Junior Rate	Jan. 1/23	\$14.00
Golf Courses, Fanshawe Golf Course, Traditional Classic Green Fees: Shoulder Season	Jan. 1/23	\$35.00
Golf Courses, Fanshawe Golf Course, Traditional Classic Green Fees: Prime Time	Jan. 1/23	\$45.00
Golf Courses, Fanshawe Golf Course, Traditional Classic Green Fees: Non-Prime Time	Jan. 1/23	\$38.00
Golf Courses, Fanshawe Golf Course, Traditional Classic Green Fees: Twilight	Jan. 1/23	\$25.00
Golf Courses, Fanshawe Golf Course, Traditional Classic Green Fees: Junior Rate	Jan. 1/23	\$20.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Fanshawe Golf Course, Traditional Classic Green Fees: Cart & Golf Package	Jan. 1/23	\$58.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Member: Shoulder Season	Jan. 1/23	\$17.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Member: Prime Time	Jan. 1/23	\$22.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Member: Non-Prime Time	Jan. 1/23	\$20.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Member: Twilight	Jan. 1/23	\$17.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Member: Junior Rate	Jan. 1/23	\$14.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Guest: Shoulder Season	Jan. 1/23	\$29.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Guest: Prime Time	Jan. 1/23	\$36.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Guest: Non-Prime Time	Jan. 1/23	\$33.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Guest: Twilight	Jan. 1/23	\$26.00

# Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

## Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Guest: Junior Rate	Jan. 1/23	\$21.00
Golf Courses, Fanshawe Golf Course, Quarry Green Fees Guest: Prime Time Cart & Golf Package (Quarry Only)	Jan. 1/23	\$48.00
Golf Course, Fanshawe Golf Course, Quarry Green Fees Guest: Non-Prime Time Cart & Golf Package (Quarry Only)	Jan. 1/23	\$42.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Other Green Fees: Fanshawe - Parkside Nine	Jan. 1/23	\$0.00
Golf Courses: Other Green Fees: Promotional Rates	Jan. 1/23	\$20.00 to \$50.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days): Adult	Jan. 1/23	\$1,575.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Adult Payment Plan (March to July 15)	Jan. 1/23	\$1,625.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Senior (65 and over)	Jan. 1/23	\$1,425.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Senior (65 and over) Payment Plan	Jan. 1/23	\$1,475.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Youth (9 to 18)	Jan. 1/23	\$475.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Youth (9 to 18) Payment Plan	Jan. 1/23	\$525.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Intermediate/Student (19 to 24)	Jan. 1/23	\$1,000.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Intermediate (25 to 29)	Jan. 1/23	\$1,050.00
Golf Courses, Golf, Unlimited Membership All Courses (7 days), Intermediate/Student (19 to 24) Payment Plan	Jan. 1/23	\$1,050.00



## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Golf, Value (19+) any course Monday to Friday, restricted to RR, Quarry and Hickory on weekends	Jan. 1/23	\$1,200.00
Golf Courses, Golf, Value (19+) any course Monday to Friday, restricted to RR, Quarry and Hickory on weekends Payment Plan	Jan. 1/23	\$1,250.00
Golf Courses, Golf, Hickory (9 to 18)	Jan. 1/23	\$275.00
Golf Courses, Golf, Unlimited Hickory (19+) (7 Days)	Jan. 1/23	\$650.00
Golf Courses, Golf, Regular Memberships (7 days): Adult (19+)	Jan. 1/23	\$279.00
Golf Courses, Golf, Regular Memberships (7 days): Senior (65 and over)	Jan. 1/23	\$259.00
Golf Courses, Golf, Regular Memberships (7 days): Youth (9 to 18)	Jan. 1/23	\$149.00
Golf Courses, Golf, Regular Memberships (7 days): Hickory (19 and over)	Jan. 1/23	\$159.00
Golf Courses, Golf, Regular Memberships (7 days): Hickory (9 to 18)	Jan. 1/23	\$49.00
Golf Courses, Golf Lessons: Spectrum Adult & Senior Spring Classes	Jan. 1/23	\$115.00
Golf Courses, Golf Lessons: Spectrum Junior Boy/Girls Summer Classes	Jan. 1/23	\$125.00
Golf Courses, Golf Lessons: Spectrum Boot Camp	Jan. 1/23	\$140.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Golf Lessons: Spectrum Winter Junior Classes	Jan. 1/23	\$80.00
Golf Courses, Golf Lessons: Spectrum Winter Adult Classes	Jan. 1/23	\$110.00
Golf Courses, Pro Shop Services, Electric Cart Rental: Single Riders: Prime Time (All Courses)	Jan. 1/23	\$20.00
Golf Courses, Pro Shop Services, Electric Cart Rental: Single Riders: Non-Prime Time (All Courses)	Jan. 1/23	\$17.00
Golf Courses, Pro Shop Services, Electric Cart Rental: Single Riders: Hickory (any time)	Jan. 1/23	\$13.00
Golf Courses, Pro Shop Services: Electric Cart Rental - 18 Hole Unlimited	Jan. 1/23	\$775.00
Golf Courses, Pro Shop Services: Electric Cart Rental - 20X Rides 18 Holes Prime	Jan. 1/23	\$340.00
Golf Courses, Pro Shop Services: Electric Cart Rental - 20X Rides 18 Holes Non-Prime	Jan. 1/23	\$260.00
Golf Courses, Pro Shop Services: Electric Cart Rental - 20X Rides 9 Holes	Jan. 1/23	\$170.00
Golf Courses, Pro Shop Rentals: Pull Carts	Jan. 1/23	\$5.00
Golf Courses, Pro Shop Rentals: Pull Carts Annual Fee	Jan. 1/23	\$100.00
Golf Courses, Pro Shop Rentals: Club Rental 18 holes	Jan. 1/23	\$10.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Golf Courses, Pro Shop Rentals: Club Rental 9 holes	Jan. 1/23	\$5.00
Golf Courses, Pro Shop Rentals: Club Storage (Season) - Adult	Jan. 1/23	\$75.00
Golf Courses, Pro Shop Rentals: Club Storage (Season) - Power Caddie	Jan. 1/23	\$110.00
Golf Courses, Pro Shop Rentals: Indoor Range - One Hour	Jan. 1/23	\$5.00
Golf Courses, Pro Shop Rentals: Indoor Range - 1/2 Hour	Jan. 1/23	\$3.00
Special Events Coordination, Special Events: Major Special Event Admin. Fee	Jan. 1/23	\$73.80
Special Events Coordination, Special Events: Other Administration Fee	Jan. 1/23	\$36.65
Special Events Coordination, Special Events: Attendants (per hour)	Jan. 1/23	\$17.50
Special Events Coordination, Special Events: Beer Gardens Permit (per event)	Jan. 1/23	\$355.55
Special Events Coordination, Special Events: Kiwanis Memorial Bandshell Victoria Park (per hour)	Jan. 1/23	\$16.50
Special Events Coordination, Special Events: Non-Profit Parkland Rental Fee (per day)	Jan. 1/23	\$104.57
Special Events Coordination, Special Events: Commercial Parkland Rental Fee (per day)	Jan. 1/23	\$735.50

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Special Events Coordination, Special Events: Showmobile Rental-Private/Commercial	Jan. 1/23	\$642.15
Special Events Coordination, Special Events: Showmobile Rental-Not for Profit	Jan. 1/23	\$576.30
Special Events Coordination, Special Events: Vendor Permits –/unit/year with business license	Jan. 1/23	\$39.80
Special Events Coordination, Special Events: Vendor Permits –/event no business license	Jan. 1/23	\$124.75
Special Events Coordination, Special Events: Vendor Permit – 1 to 3 days (under 10 ft.)	Jan. 1/23	\$62.65
Special Events Coordination, Special Events: Vendor Permit – 1 to 3 days (over 10 ft.)	Jan. 1/23	\$124.75
Special Events Coordination, Special Events: Vendor Permit - 4+ days (under 10 ft.)	Jan. 1/23	\$73.80
Special Events Coordination, Special Events: Vendor Permit - 4+ days (over 10 ft.)	Jan. 1/23	\$140.30
Special Events Coordination, Special Events: Electrical Service (per ped./day)	Jan. 1/23	\$10.45
Special Events Coordination, Special Events: Picnic Tables (per table)	Jan. 1/23	\$28.70
Special Events Coordination, Special Events: Water Service (per day)	Jan. 1/23	\$25.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Special Events Coordination, Special Events: Hay Bale	Jan. 1/23	\$6.80
Special Events Coordination, Special Events: Skateboard Feature Removal	Jan. 1/23	\$1,527.30
Special Events Coordination, Special Events: Bleacher Rental	Jan. 1/23	\$851.25
Special Events Coordination, Special Events: Bleacher Rental - each additional day	Jan. 1/23	\$364.60
Special Events Coordination, Special Events: Garbage Bin - per event not on City of London property	Jan. 1/23	\$12.80
Special Events Coordination, Special Events: Springbank Gardens Special Event Set Up Fee (per hour)	Jan. 1/23	\$34.00
Special Events Coordination, Special Events: Filming (Commercial/For Profit) per day	Jan. 1/23	\$100.00
Special Events Coordination, Special Events: Filming (Not for Profit) flat rate	Jan. 1/23	\$50.00
Special Events Coordination, Special Events: Filming Student Project	Jan. 1/23	\$0.00
Special Events Coordination, Special Events: Filming B Roll	Jan. 1/23	\$25.00
Special Events Coordination, Special Events: Movie Screen per day	Jan. 1/23	\$30.00
Special Events Coordination, Special Events: Clean Up Deposit	Jan. 1/23	\$1,000.00
Special Events Coordination, Special Events: Barricades - per event not on City of London property	Jan. 1/23	\$6.15

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Special Events Coordination, Civic Garden Complex - Hall Rentals: Horticultural Group Rentals (per hour)	Jan. 1/23	\$19.20
Special Events Coordination, Civic Garden Complex - Hall Rentals: Wedding Rate - Half Day	Jan. 1/23	\$670.80
Special Events Coordination, Civic Garden Complex - Hall Rentals: Wedding Rate - Full Day	Jan. 1/23	\$1,042.30
Special Events Coordination, Civic Garden Complex - Hall Rentals: Special Occasions (maximum 4 Hours)	Jan. 1/23	\$335.40
Special Events Coordination, Civic Garden Complex - Hall Rentals: Special Occasions - Full Day	Jan. 1/23	\$1,042.80
Special Events Coordination, Civic Garden Complex - Hall Rentals: Commercial - Half Day	Jan. 1/23	\$714.80
Special Events Coordination, Civic Garden Complex - Hall Rentals: Commercial - Full Day	Jan. 1/23	\$1,340.55
Special Events Coordination, Civic Garden Complex - Hall Rentals: Conservatory for Pictures (per hour)	Jan. 1/23	\$45.70
Special Events Coordination, Civic Garden Complex - Hall Rentals: Business Meetings "A" - full day	Jan. 1/23	\$335.40

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Special Events Coordination, Civic Garden Complex - Hall Rentals: Business Meetings "B" - half day	Jan. 1/23	\$224.50
Special Events Coordination, Civic Garden Complex - Hall Rentals: Rental Set Up Fee (4 hour maximum)	Jan. 1/23	\$181.55
Special Events Coordination, Springbank Gardens - Private Events: Wedding Rate - Half Day	Jan. 1/23	\$670.80
Special Events Coordination, Springbank Gardens - Private Events: Wedding Rate - Full Day	Jan. 1/23	\$1,042.30
Special Events Coordination, Springbank Gardens - Private Events: Commercial - Half Day	Jan. 1/23	\$714.30
Special Events Coordination, Springbank Gardens - Private Events: Commercial - Full Day	Jan. 1/23	\$1,340.55
Special Events Coordination, Springbank Gardens - Private Events: Not for Profit Company (under 8 hours)	Jan. 1/23	\$183.60
Special Events Coordination, Springbank Gardens - Private Events: Not for Profit Company (over 8 hours)	Jan. 1/23	\$367.80
Special Events Coordination, Springbank Gardens - Private Events: Special Occasions (maximum 4 hours)	Jan. 1/23	\$335.35
Special Events Coordination, Springbank Gardens - Private Events: Special Occasions - Full Day	Jan. 1/23	\$1,042.30

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Special Events Coordination, Springbank Gardens - Private Events: Table for Special Events	Jan. 1/23	\$6.40
Special Events Coordination, Springbank Gardens - Private Events: Chair for Special Events	Jan. 1/23	\$1.40
Special Events Coordination, Springbank Gardens - Private Events: Rental Set Up Fee (4 hour maximum)	Jan. 1/23	\$181.55
Sports Services: Basketball	Jan. 1/23	\$594.00
Sports Services: Basketball	Sept. 1/23	\$603.00
Sports Services: Volleyball	Jan. 1/23	\$648.00
Sports Services: Volleyball	Sept. 1/23	\$658.00
Sports Services: Beach Volleyball - Minor - (Per 2 hours)	Jan. 1/23	\$21.00
Sports Services: Beach Volleyball - Adult - (Per 2 hours)	Jan. 1/23	\$28.00
Sports Services: Cricket (Per 2 hours)	Jan. 1/23	\$16.00
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Adult Affiliate	Jan. 1/23	\$49.00
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Minor Affiliate	Jan. 1/23	\$22.00



## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Minor Affiliate - Irrigated	Jan. 1/23	\$35.00
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Adult Affiliate - Irrigated	Jan. 1/23	\$80.00
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Lights	Jan. 1/23	\$15.25
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Tournament Rate	Jan. 1/23	Rate +10%
Sports Services, Ball Diamond Permit Fees (Per 2 Hours/Week): Non-Affiliate Premium	Jan. 1/23	Rate + 5%
Sports Services, Labatt Park: Minor Affiliate - 2hrs	Jan. 1/23	\$57.50
Sports Services, Labatt Park: Minor Affiliate - 4hrs	Jan. 1/23	\$84.50
Sports Services, Labatt Park: Minor Affiliate - 6hrs	Jan. 1/23	\$115.00
Sports Services, Labatt Park: Adult Affiliate - 2hrs	Jan. 1/23	\$217.00
Sports Services, Labatt Park: Adult Affiliate - 4hrs	Jan. 1/23	\$326.00
Sports Services, Labatt Park: Stadium Sports field Lighting	Jan. 1/23	\$23.00
Sports Services, Labatt Park: Social Function - 4 hours or less	Jan. 1/23	\$506.00
Sports Services, Soccer Fees (Per 2 Hours): Minor Affiliate Non-Irrigated	Jan. 1/23	\$22.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Sports Services, Soccer Fees (Per 2 Hours): Adult Affiliate Non-Irrigated	Jan. 1/23	\$29.00
Sports Services, Soccer Fees (Per 2 Hours): Minor Affiliate Irrigated	Jan. 1/23	\$65.50
Sports Services, Soccer Fees (Per 2 Hours): Minor Affiliate Lighted Irrigated	Jan. 1/23	\$96.00
Sports Services, Soccer Fees (Per 2 Hours): City Wide Artificial Turf Affiliate Minor Rate	Jan. 1/23	\$94.00
Sports Services, Soccer Fees (Per 2 Hours): City Wide Artificial Turf Affiliate Minor Rate - Lighted	Jan. 1/23	\$131.50
Sports Services, Soccer Fees (Per 2 Hours): Adult Affiliate Irrigated	Jan. 1/23	\$96.00
Sports Services, Soccer Fees (Per 2 Hours): Adult Affiliate Lighted and Irrigated	Jan. 1/23	\$125.50
Sports Services, Soccer Fees (Per 2 Hours): City Wide Artificial Turf Adult Affiliate Rate	Jan. 1/23	\$137.00
Sports Services, Soccer Fees (Per 2 Hours): City Wide Artificial Turf Adult Affiliate Rate - Lighted	Jan. 1/23	\$176.00
Sports Services, Soccer Fees (Per 2 Hours): City Wide Artificial Turf - Non-Prime Time	Jan. 1/23	\$58.00
Sports Services, Soccer Fees (Per 2 Hours): Minor Affiliate Mini Irrigated	Jan. 1/23	\$26.50
Sports Services, Soccer Fees (Per 2 Hours): Mid-Size Affiliate Minor Irrigated	Jan. 1/23	\$33.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Sports Services, Soccer Fees (Per 2 Hours): Non-Affiliate Premium	Jan. 1/23	Rate + 5%
Storybook Gardens: One Individual Annual Pass	Jan. 1/23	\$35.40
Storybook Gardens: Annual Pass, Bulk Purchase Rate, 20 to 99	Jan. 1/23	\$30.97
Storybook Gardens: Annual Pass, Bulk Purchase Rate, 100+	Jan. 1/23	\$28.32
Storybook Gardens: Season Ride Pass	Jan. 1/23	\$30.09
Storybook Gardens, Regular Admissions (Summer): Adult	Jan. 1/23	\$9.00
Storybook Gardens, Regular Admissions (Summer): Child	Jan. 1/23	\$9.00
Storybook Gardens, Regular Admissions (Summer): Family	Jan. 1/23	\$32.00
Storybook Gardens, Group / Corporate Admissions (Summer): Adult	Jan. 1/23	\$7.00
Storybook Gardens, Group / Corporate Admissions (Summer): Child	Jan. 1/23	\$7.00
Storybook Gardens, Special Event Rates (Summer): 2 for 1 Admission (all ages)	Jan. 1/23	\$5.00
Storybook Gardens, Special Event Rates (Summer): 2 for 1 Admission (Family)	Jan. 1/23	\$20.00
Storybook Gardens, Special Event Rates (Summer): Special Event (all ages)	Jan. 1/23	\$2.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Storybook Gardens, Special Event Rates (Summer): Special Program (all ages)	Jan. 1/23	\$18.00
Storybook Gardens, Special Event Rates (Summer): Twilight Rate (all ages)	Jan. 1/23	\$5.00
Storybook Gardens, Regular Admissions (Winter): Adult	Jan. 1/23	\$4.50
Storybook Gardens, Regular Admissions (Winter): Child	Jan. 1/23	\$3.50
Storybook Gardens, Regular Admissions (Winter): Family	Jan. 1/23	\$13.00
Storybook Gardens, Regular Admissions (Winter): Special Event #1	Jan. 1/23	\$10.00
Storybook Gardens, Regular Admissions (Winter): Special Event #2	Jan. 1/23	\$3.00
Storybook Gardens, Program Revenue: Birthday Parties - Package #1	Jan. 1/23	\$190.00
Storybook Gardens, Program Revenue: Birthday Parties - Package #2	Jan. 1/23	\$230.00
Storybook Gardens, Program Revenue: Celebration Saturday Package	Jan. 1/23	\$300.00
Storybook Gardens, Program Revenue: Celebration Saturday Package or Birthday Parties (per extra child)	Jan. 1/23	\$12.00
Storybook Gardens, Program Revenue: Specialized Summer Day Camp	Jan. 1/23	\$195.00
Storybook Gardens, Program Revenue: Preschool Mini-Camp	Jan. 1/23	\$95.00
Storybook Gardens, Program Revenue: PD Day Camp	Jan. 1/23	\$55.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Storybook Gardens, Program Revenue: Educational Program Group	Jan. 1/23	\$9.00
Storybook Gardens, Miscellaneous Revenue: Amusement Ride and Activity Tickets, each	Jan. 1/23	\$2.75
Storybook Gardens, Miscellaneous Revenue: Amusement Ride and Activity Tickets, 20	Jan. 1/23	\$35.00
Storybook Gardens, Miscellaneous Revenue: Amusement Ride individual day pass	Jan. 1/23	\$14.00
Storybook Gardens, Miscellaneous Revenue: Amusement Ride individual 1/2-day pass	Jan. 1/23	\$7.00
Storybook Gardens, Miscellaneous Revenue: Wagon rentals	Jan. 1/23	\$6.00
Storybook Gardens, Miscellaneous Revenue: Skate rental	Jan. 1/23	\$6.50
Storybook Gardens, Miscellaneous Revenue: Locker rental	Jan. 1/23	\$3.00
Storybook Gardens, Miscellaneous Revenue: Additional Program Staff, per hour	Jan. 1/23	\$18.00
Storybook Gardens, Facility Equipment Rentals: Storybook site rental, summer season, per hour	Jan. 1/23	\$362.00
Storybook Gardens, Facility Equipment Rentals: Storybook site rental, winter season	Jan. 1/23	\$212.50

Note: Current members receive 10% discount on all program fees.

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Storybook Gardens, Facility Equipment Rentals: Rentals: picnic, chapel, pavilion	Jan. 1/23	\$40.00
Storybook Gardens, Facility Equipment Rentals: Vender Permit – 1 to 3 days (under 10 ft.)	Jan. 1/23	\$59.00
Storybook Gardens, Facility Equipment Rentals: Vender Permit – 1 to 3 days (over 10 ft.)	Jan. 1/23	\$117.50
Storybook Gardens, Facility Equipment Rentals: Ultimate Storybook Family Day Pass #1 - Includes: admission, rides, lunch combo (4), beavertail and 10% gift store	Jan. 1/23	\$95.00
Storybook Gardens, Facility Equipment Rentals: Storybook Family Day Pass #2 (option with gift)	Jan. 1/23	\$110.00
Community Gardens: Plot Rental Fee	Jan. 1/23	\$43.30
Community Gardens: Rototilling Fee	Jan. 1/23	\$40.00
Community Gardens: Neighbourhood Managed Garden Rental Fee - Full Maintenance (per year)	Jan. 1/23	\$41.62/40m <sup>2</sup>
Community Gardens: Neighbourhood Managed Garden Rental Fee - water only (per year)	Jan. 1/23	\$17.79/40m <sup>2</sup>
Recreation Administration: Picnic Site Reservations (Full Day, NP)	Jan. 1/23	\$61.15
Recreation Administration: Picnic Site Reservation (Full Day, P)	Jan. 1/23	\$73.06

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Neighbourhood & Recreation Services

Service/Activity	2023 Effective Date	2023 Fee
Recreation Administration: Picnic Site Reservation (Covered, Full Day, NP)	Jan. 1/23	\$87.66
Recreation Administration: Picnic Site Reservation (Covered, Full Day, P)	Jan. 1/23	\$102.27
Recreation Administration: Extra Fee (51 to 100 people)	Jan. 1/23	\$35.00
Recreation Administration: Extra Fee (101 to 150 people)	Jan. 1/23	\$70.00
Recreation Administration: Extra Fee (151+ people)	Jan. 1/23	\$105.00
Recreation Administration: Commercial Fitness Activities in Parks (per hour)	Jan. 1/23	\$28.00
Recreation Administration: Park Signage (in designated parks)	Jan. 1/23	\$35.00
Recreation Administration: Commercial Activities in Parks - non fitness related, per hour	Jan. 1/23	\$63.28
Recreation Administration: Community Events/Activities in Parks - Small (1 to 100, per event)	Jan. 1/23	\$118.15
Recreation Administration: Community Events/Activities in Parks - Large (101 to 300, per event)	Jan. 1/23	\$236.30
Recreation Administration: Private Events/Activities in Parks - Small (1 to 100, per event)	Jan. 1/23	\$236.30
Recreation Administration: Private Events/Activities in Parks - Large (101 to 300, per event)	Jan. 1/23	\$472.65
Recreation Administration: Commercial Skate Park Rental (per hour)	Jan. 1/23	\$31.64

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Parks & Urban Forestry

Service/Activity	2023 Effective Date	2023 Fee
Forestry Operations - Boulevard Tree Protection By-law CP.- 22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: <10cm	Jan. 1/23	\$1,240.00
Forestry Operations - Boulevard Tree Protection By-law CP.- 22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 11cm to 20cm	Jan. 1/23	\$1,890.00
Forestry Operations - Boulevard Tree Protection By-law CP.- 22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 21cm to 30cm	Jan. 1/23	\$2,240.00
Forestry Operations - Boulevard Tree Protection By-law CP.- 22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 31cm to 40cm	Jan. 1/23	\$2,590.00
Forestry Operations - Boulevard Tree Protection By-law CP.- 22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 41cm to 50cm	Jan. 1/23	\$3,740.00
Forestry Operations - Boulevard Tree Protection By-law CP.- 22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 51cm to 60cm	Jan. 1/23	\$4,090.00



## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Parks & Urban Forestry

Service/Activity	2023 Effective Date	2023 Fee
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 61cm to 70cm	Jan. 1/23	\$4,440.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 71cm to 80cm	Jan. 1/23	\$5,490.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 81cm to 90cm	Jan. 1/23	\$5,840.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 91cm to 100cm	Jan. 1/23	\$7,190.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 101cm to 120cm	Jan. 1/23	\$9,040.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 121cm to 130cm	Jan. 1/23	\$9,390.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Parks & Urban Forestry

Service/Activity	2023 Effective Date	2023 Fee
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 131cm to 140cm	Jan. 1/23	\$10,940.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 141cm to 150cm	Jan. 1/23	\$11,290.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 151cm to 160cm	Jan. 1/23	\$11,640.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 161cm to 170cm	Jan. 1/23	\$11,990.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 171cm to 180cm	Jan. 1/23	\$12,340.00
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: 181cm to 190cm	Jan. 1/23	\$12,690.00

## Schedule 1, 2023 Fees and Charges – Parks, Recreation & Neighbourhood Services

### Service Grouping: Parks & Urban Forestry

Service/Activity	2023 Effective Date	2023 Fee
Forestry Operations - Boulevard Tree Protection By-law CP.-22, Tree Removal, Restoration, Tree Size (DBH) Diameter at Breast Height: >191cm	Jan. 1/23	\$13,040.00
Urban Forestry - Tree Protection By-law C.P.-1515-228: Injure or Destroy any Tree that the City Planner accepts is hazardous	Jan. 1/23	No fee
Urban Forestry - Tree Protection By-law C.P.-1515-228: Injure or Destroy any Tree where that Injury, or Destruction is required under any Court Order or an Order issued under in accordance with an Act or Regulation or other By-law	Jan. 1/23	No fee
Urban Forestry - Tree Protection By-law C.P.-1515-228: Remove any Tree that is fallen, falling, or dead or dying, from natural causes	Jan. 1/23	No fee
Urban Forestry - Tree Protection By-law C.P.-1515-228: Injure or Destroy one Distinctive Tree	Jan. 1/23	\$100/tree
Urban Forestry - Tree Protection By-law C.P.-1515-228, Injure or Destroy one to three living Trees within a Tree Protection Area: Less than 50cm diameter	Jan. 1/23	\$75/tree
Urban Forestry - Tree Protection By-law C.P.-1515-228, Injure or Destroy one to three living Trees within a Tree Protection Area: More than 50cm diameter	Jan. 1/23	\$100/tree
Urban Forestry - Tree Protection By-law C.P.-1515-228, Injure or Destroy four or more living Trees within a Tree Protection Area: Less than 50cm diameter	Jan. 1/23	\$75/tree
Urban Forestry - Tree Protection By-law C.P.-1515-228, Injure or Destroy four or more living Trees within a Tree Protection Area: More than 50cm diameter	Jan. 1/23	\$100/tree up to a maximum of \$1,000
Urban Forestry - Tree Protection By-law C.P.-1515-228: Developer - Subdivision Trees	Jan. 1/23	Cost plus 15% Admin Fee

## Schedule 1, 2023 Fees and Charges – Planning and Development

### Service Grouping: Building Approvals

Service/Activity	2023 Effective Date	2023 Fee
Drainlayer Exam Fees	Jan. 1/23	\$100.00
Building Lawyers Letters/Work Order Letter	Jan. 1/23	\$100.00/\$130.00
Building Other Letters	Jan. 1/23	\$100.00/\$130.00
Zoning Compliance Letters	Jan. 1/23	\$100.00
Building and Plumbing Information Request	Jan. 1/23	\$95.00 for the first request/permit. Additional permits for the same address, \$15.00 each
Building Control Subscriptions and Publications	Jan. 1/23	Cost: Appendix A
Building Code Order Registration	Jan. 1/23	\$125.00
Building Code Order Deregistration	Jan. 1/23	\$125.00

# Schedule 1, 2023 Fees and Charges – Planning and Development

## Service Grouping: Development Services

Service/Activity	2023 Effective Date	2023 Fee
Official Plan/Zoning Amendments: Official Plan Amendment <sup>+</sup>	Jan. 1/23	\$13,000.00
Official Plan/Zoning Amendments: Zoning By-law Amendment <sup>+</sup>	Jan. 1/23	\$12,000.00
Official Plan/Zoning Amendments: Combined OPA/ZBA <sup>+</sup>	Jan. 1/23	\$21,000.00
Official Plan/Zoning Amendments: Temporary Use By-law <sup>+</sup>	Jan. 1/23	\$1,566.00
Other Development Applications: Pre-Application Consultation Fee (refunded upon submission of an application) <sup>+</sup>	Jan. 1/23	\$301.00
Other Development Applications: Removal of Holding Provisions <sup>+</sup>	Jan. 1/23	\$1,205.00
Other Development Applications: Boulevard Parking Applications	Jan. 1/23	\$1,058.00
Other Development Applications: Telecommunications Tower Letters	Jan. 1/23	\$125.00
Other Development Applications: Non-sufficient Funds (NSF)	Jan. 1/23	\$45.00
Other Development Applications: Reports and White Prints	Jan. 1/23	Appendix B
Municipal Service and Financing Agreements: Application Fee <sup>+</sup>	Jan. 1/23	\$2,000.00
Municipal Service and Financing Agreements: Agreement Processing Fee <sup>+</sup>	Jan. 1/23	\$3,000.00
Municipal Service and Financing Agreement: Pre-Application Consultation Fee <sup>+</sup> (refunded upon submission of an application)	Jan. 1/23	\$250.00
Site Plan: Residential 1 to 5 units <sup>+</sup>	Jan. 1/23	\$1,205.00
Site Plan: Residential over 5 units <sup>+</sup>	Jan. 1/23	\$1,205.00 plus \$60.00/unit
Site Plan: Non-Residential Development <sup>+</sup> (Applicable to all non-residential site plans)	Jan. 1/23	\$1,205.00 plus variable fee of (total Gross Floor Area square metre -1000 square metre x \$1.24)

# Schedule 1, 2023 Fees and Charges – Planning and Development

## Service Grouping: Development Services

Service/Activity	2023 Effective Date	2023 Fee
Site Plan: Amendment to existing Site Plan with no building or addition or no new building <sup>+</sup>	Jan. 1/23	\$904.00
Site Plan: Plus for Fire Route/Amendment to Fire Route <sup>+</sup>	Jan. 1/23	\$904.00
Site Plan: Removal of Holding Provision <sup>+</sup>	Jan. 1/23	\$1,205.00
Site Plan: Extension of Temporary Use By-law <sup>+</sup>	Jan. 1/23	\$1,566.00
Site Plan: Part Lot Control Exemption <sup>+</sup>	Jan. 1/23	\$240.00
Site Plan: Municipal Street Renumbering <sup>+</sup>	Jan. 1/23	\$602.00
Site Plan: Compliance Re-inspections (Subdivision, Condominium and Site Plan) <sup>+</sup> (applies after second inspection)	Jan. 1/23	\$301.00
Site Plan: Development Services Lawyers Letters	Jan. 1/23	\$90.00/\$120.00
Site Plan: Official Plan Amendment <sup>+</sup>	Jan. 1/23	\$13,000.00
Site Plan: Zoning By-law Amendment <sup>+</sup>	Jan. 1/23	\$12,000.00
Site Plan: Combined Official Plan/Zoning By-law Amendments <sup>+</sup>	Jan. 1/23	\$21,000.00
Site Plan: Commemorative Street Application Fee <sup>+</sup>	Jan. 1/23	\$602.00
Site Plan: Street Renaming <sup>+</sup>	Jan. 1/23	\$602.00 plus costs of signage, installation, advertising and \$200.00 /house
Subdivisions: Application Fee <sup>+</sup> *Applicant is required to provide a reasonable estimate of the lot yield based on single detached residential zone requested if the plan is a "block" plan (single detached lotting not shown). **There is no fee for road widening or reserve blocks	Jan. 1/23	\$17,689.00 plus variable fees of \$181.00 per single family lot*, plus \$361.00 per block for multiple family, residential, commercial, industrial, institutional or park blocks**
Subdivisions: Revisions <sup>+</sup>	Jan. 1/23	\$1,205.00

## Schedule 1, 2023 Fees and Charges – Planning and Development

### Service Grouping: Development Services

Service/Activity	2023 Effective Date	2023 Fee
Draft Approval Extension: Up to 6 months <sup>+</sup>	Jan. 1/23	\$1,205.00
Draft Approval Extension: Longer than 6 months <sup>+</sup> Plus variable fee of \$50.00 per single family lot*, plus \$100.00 per block for multiple family, residential, commercial, industrial, institutional or park blocks** (excludes lots/blocks that have already been registered) *Applicant is required to provide a reasonable estimate of the lot yield based on single detached residential zone. **There is no fee for road widening or reserve blocks.	Jan. 1/23	\$1,205.00
Draft Approval Extension: Subdivision Agreement Registration	Jan. 1/23	\$70.00
Draft Approval Extension: Part Lot Control <sup>+</sup>	Jan. 1/23	\$240.00
Draft Approval Extension: Minor Variance/Committee of Adjustment <sup>+</sup>	Jan. 1/23	\$482.00 to \$1,446.00
Draft Approval Extension: Deeming By-law <sup>+</sup>	Jan. 1/23	\$1,205.00
Consents: Lot Creation <sup>+</sup>	Jan. 1/23	\$1,807.00 for first lot to be created and \$181.00 for each additional lot
Consents: Other Consents <sup>+</sup>	Jan. 1/23	\$1,362.00
Consents: Certification of Deed	Jan. 1/23	\$100.00 for first certificate and \$200.00 for each additional certificate
Condominium-Amalgamated: Application Fee <sup>+</sup>	Jan. 1/23	\$2,168.00
Condominium-Amalgamated: Revision to Application Draft Approval <sup>+</sup>	Jan. 1/23	\$240.00
Condominium-Amalgamated: Draft Approval Extension Fee <sup>+</sup>	Jan. 1/23	\$120.00
Condominium-Standard, Phased, Common Element, Leasehold: Application Fee <sup>+</sup>	Jan. 1/23	\$5,421.00
Condominium-Standard, Phased, Common Element, Leasehold: Revisions to Application or Draft Approval <sup>+</sup>	Jan. 1/23	\$240.00

## Schedule 1, 2023 Fees and Charges – Planning and Development

### Service Grouping: Development Services

Service/Activity	2023 Effective Date	2023 Fee
Condominium-Standard, Phased, Common Element, Leasehold: Draft Approval Extension Fee <sup>+</sup>	Jan. 1/23	\$120.00
Condominium-Vacant Land: Application Fee <sup>+</sup>	Jan. 1/23	\$9,035.00 plus \$181.00/unit
Condominium-Vacant Land: Revisions to Application or Draft Approval <sup>+</sup>	Jan. 1/23	\$1,205.00
Condominium-Vacant Land: Draft Approval Extension <sup>+</sup>	Jan. 1/23	\$602.00
Subdivisions: Letters/Statements Required by Condominium Act	Jan. 1/23	\$30.00
Engineering Review: Ministry of the Environment Certificate of Approval	Jan. 1/23	Range of Fixed Fees
Engineering Review: Water Permit Fees	Jan. 1/23	\$1,200.00/ \$2,400.00
Engineering Review: Drawing Review	Jan. 1/23	\$69.00/lot or block /submission
Ontario Feed In Tariff Applications: Micro FIT (renewable electricity generation projects of 10 kw or less)	Jan. 1/23	\$60.00
Ontario Feed In Tariff Applications: FIT - Category 1 (All rooftop solar panel installations anywhere)	Jan. 1/23	\$30.00
Ontario Feed In Tariff Applications: FIT - Category 2 (All ground mounted solar panel installations at specific locations with little impact on adjacent properties)	Jan. 1/23	\$300.00
Ontario Feed In Tariff Applications: FIT - Category 3 (Wind turbines, biomass and biogas installations at specific locations)	Jan. 1/23	\$1,000.00
Finance: Lawyers Responses	Jan. 1/23	\$60.00

Note:

- 1) 3 Lodging house units is the equivalent of 1 dwelling unit.
- 2) All numbers that exceed a whole number shall be taken to the next highest whole number.
- 3) Fee names marked with "+" will be indexed annually commencing January 1, 2020. As per Amendments to Consolidated Fees and Charges By-Law A-55, the index value for fee increases are to be taken from the same index as Development Charges. The Construction Cost Index uses the 3rd quarter publication from Statistics Canada, available in November of each year. The fees identified are those for 2022, which will be indexed to 2023 values. The index increase generally ranges between 2.5% and 3.5%.

Note that after the indexed rate is applied, as per By-law A-55, all fees are then rounded to the next highest dollar amount.



## 2023 Fees and Charges – Planning and Development Services

### Appendix A – Fee Detail Information

#### Building Approvals (Subscriptions and Publications)

Service/Activity	2023 Effective Date	2023 Fee
Weekly Report	Jan. 1/23	\$7.00
Weekly Report – per year	Jan. 1/23	\$275.00
Monthly Report – per year	Jan. 1/23	\$50.00
Information Request	Jan. 1/23	\$95.00 for the first request/ permit. Additional permits for the same address, \$15 each
Plan Reproductions	Jan. 1/23	\$8.00/\$4.00 /\$1.00 first copy and \$0.20 additional pages
Complete Backflow Prevention Tester Kit	Jan. 1/23	\$35.00
Testing and Inspection Report Forms	Jan. 1/23	\$10.00
Regular Tester Tags and Wires	Jan. 1/23	\$12.50
Plastic Tester Tags and Wires	Jan. 1/23	\$16.00 and \$38.00
NSF Cheques	Jan. 1/23	\$45.00
Xerox Copies – per page	Jan. 1/23	\$0.20

## 2023 Fees and Charges – Planning and Development Services

### Appendix B – Fee Detail Information – Sale of Miscellaneous Reports

Service/Activity	2023 Effective Date	2023 Fee
Photocopies / Prints - 8.5 inches X 11 inches or 8.5 inches X 14 inches	Jan. 1/23	\$0.20 per page, minimum charge \$1.00, after 25 pages \$0.10 per page
Photocopies / Prints – 11 inches X 17 inches	Jan. 1/23	\$0.50 per page, minimum charge \$2.00, after 10 pages \$0.25 per page
Registered Plans	Jan. 1/23	\$10.00
Registered Plans Index	Jan. 1/23	\$20.00
Condominium Plans – per sheet	Jan. 1/23	\$20.00
Condominium Map Index	Jan. 1/23	\$10.00
Condominium List – per page	Jan. 1/23	\$0.20
Subdivision Activity Map	Jan. 1/23	\$10.00
Vacant Land Inventory	Jan. 1/23	\$18.00
City Maps 3 feet X 4 feet (1 piece map)	Jan. 1/23	\$10.00
City Maps - 4 feet X 6 feet (2 piece map)	Jan. 1/23	\$20.00
Custom Mapping and GIS Requests	Jan. 1/23	Charged on a time and material basis with a minimum charge of \$35.00. Time at \$30.00 per hour, plus paper @ \$0.20 per linear foot. No charge for internal City projects
Scanning Aerial Photos 8.5 inches X 11 inches or 8.5 inches X 14 inches black/white print only (for one as is copy)	Jan. 1/23	\$2.00
Scanning Aerial Photos - 8.5 inches X 11 inches or 8.5 inches X 14 inches black/white print only (with custom scaling/sizing)	Jan. 1/23	\$5.00
Scanning Aerial Photos - Each additional copy of same	Jan. 1/23	\$2.00

## 2023 Fees and Charges – Planning and Development Services

### Appendix B – Fee Detail Information – Sale of Miscellaneous Reports

Service/Activity	2023 Effective Date	2023 Fee
Official Plan - The London Plan –available from City Planning office and City Clerk’s Department	Jan. 1/23	\$40.00 (includes HST)
Official Plan Schedules - each map	Jan. 1/23	\$10.00
Zoning - Zoning By-law (Z-1) (July 1999) Cerlox version, Mapbook and Textbook - available from City Clerk’s Department only	Jan. 1/23	\$75.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Spay/Cryptorchid	Jan. 1/23	\$30.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Neuter	Jan. 1/23	\$30.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Brief exam with Spay/Neuter	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Microchipping	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Routine vaccines with spay/neuter	Jan. 1/23	\$6.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: DA2PP Vaccine (Distemper combo) At time of spay/neuter	Jan. 1/23	\$6.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Advantage Multi application (S/M Dog) one time application live fleas/flea dirt at time of spay/neuter (de-wormer too)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Advantage Multi application (l-xl dog) one time application live fleas/flea dirt at time of spay/neuter (de-wormer too)	Jan. 1/23	\$20.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Selamectin flea treatment (2 applications) take home	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Cephalexin (antibiotic)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Otizole Ear Ointment 15 ml	Jan. 1/23	\$22.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Wound repair (clip/clean/debride/suture)	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Polyp removal (sedate/remove oral, nasal, or ear)	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Entropion (correction of curled eyelid)	Jan. 1/23	\$30.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Enucleation (removal of eyeball)	Jan. 1/23	\$30.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Amputation (removal of hind leg mid femoral, or front leg 4-quarter)	Jan. 1/23	\$110.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Capstar flea treatment one time	Jan. 1/23	\$5.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Revolution Plum (box of 6)	Jan. 1/23	\$130.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Revolution Plum (1 tube)	Jan. 1/23	\$25.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Evicto 2 ml (box of 6)	Jan. 1/23	\$80.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: 1 ml syringes with cap (box of 100)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: 3 ml syringes with cap (box of 100)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Plastic dropper bottle (15 ml)	Jan. 1/23	\$1.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: New products (substitutions/additions)	Jan. 1/23	Actual cost and HST rounded to nearest even dollar
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: E-collar small (7.5cm, 10cm, 12.5 cm)	Jan. 1/23	\$5.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: E-collar medium (15cm, 20cm)	Jan. 1/23	\$5.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: E-collar large (25cm, 30cm)	Jan. 1/23	\$10.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: E-collar x-large (35 cm)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: E-collar xx-large (40 cm)	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Soft E-collar x-small	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Soft E-collar small	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Soft E-collar medium	Jan. 1/23	\$20.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Soft E-collar large	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Dog: Soft E-collar x-large	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Spay/Cryptorchid	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Neuter	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: FVRCP Vaccine (upper resp. combo)	Jan. 1/23	\$5.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Brief exam with Spay/Neuter	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Microchipping	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Routine vaccines with spay/neuter	Jan. 1/23	\$6.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: De-wormer at time of spay/neuter	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Flea Treatment (one time with spay/neuter) Capstar	Jan. 1/23	\$5.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Flea: Take home treatments with spay/neuter – Advantage Multi	Jan. 1/23	\$15.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Salemectin flea treatment 2 applications	Jan. 1/23	\$10.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Salemectin flea treatment 3ml (take home)	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Revolution Plum (box of 6)	Jan. 1/23	\$130.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Revolution Plum (1 tube)	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Flea Treatment: Capstar 6 tablets	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Flea Treatment: Capstar 60 tablets	Jan. 1/23	\$195.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Tobramycin eye drops 5 ml	Jan. 1/23	\$10.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Azithromycin liquid 15 ml (antibiotic)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Azithromycin liquid 22 ml (antibiotic)	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Slow-release Buprenorphine	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Otizole Ear Ointment (15 ml)	Jan. 1/23	\$22.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Fortiflora Feline (box of 30)	Jan. 1/23	\$35.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Profender Large (1 tube)	Jan. 1/23	\$15.00



## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Profender Large (box of 24)	Jan. 1/23	\$340.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Profender Medium (1 tube)	Jan. 1/23	\$10.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Profender Medium (box of 40)	Jan. 1/23	\$390.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Convenia Injection (antibiotic)	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Feluk/FIV blood test	Jan. 1/23	\$40.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Wound repair (clip/clean/debride/suture)	Jan. 1/23	\$20.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Polyp removal (sedate/remove oral, nasal, or ear)	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Hernia repair	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Anesthesia induction (for added surgery beyond spay/neuter)	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Anesthesia maintenance (for added surgery beyond spay/neuter)	Jan. 1/23	\$25.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Evicto 2 ml (box of 6)	Jan. 1/23	\$80.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: 1 ml syringes with cap (box of 100)	Jan. 1/23	\$15.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: 3 ml syringes with cap (box of 100)	Jan. 1/23	\$15.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Plastic dropper bottle (15 ml)	Jan. 1/23	\$1.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Entropion (correction of curled eyelid)	Jan. 1/23	\$30.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Enucleation (removal of eyeball)	Jan. 1/23	\$30.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: Amputation (removal of hind leg mid femoral, or front leg 4-quarter)	Jan. 1/23	\$110.00
Low Income Subsidized Spay/Neuter & Approved Fostering Organization Program Fees, Cat: New products (substitutions/additions)	Jan. 1/23	Actual cost and HST rounded to nearest even dollar
Other: Medical procedures/treatments provided to any animal attended to by Animal Services, found injured or in distress, where the owner cannot be contacted, and the animal requires immediate basic medical or surgical care (New 2022). This includes services provided by London Regional Veterinary Emergency & Referral Hospital, London Animal Shelter Services, and veterinary clinics providing services to LACC.	Jan. 1/23	As per invoice
First time registration: New cat obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> (in dwelling unit regardless of ownership), Complete (intact) cat	Jan. 1/23	\$47.00
First time registration: New cat obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> (in dwelling unit regardless of ownership), Spayed/neutered cat	Jan. 1/23	\$22.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
First time registration: New cat obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> (in dwelling unit regardless of ownership) Spayed/neutered and microchipped cat	Jan. 1/23	\$17.00
Late applications (received after June 30 <sup>th</sup> for cats obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> ) are subject to and additional fee	Jan. 1/23	\$4.00
New cat obtained July 1 <sup>st</sup> through December 31 <sup>st</sup> (in dwelling unit regardless of ownership), Complete (intact) cat	Jan. 1/23	\$32.00
New cat obtained July 1 <sup>st</sup> through December 31 <sup>st</sup> (in dwelling unit regardless of ownership), Spayed/neutered cat	Jan. 1/23	\$14.00
New cat obtained July 1 <sup>st</sup> through December 31 <sup>st</sup> (in dwelling unit regardless of ownership), Spayed/neutered and microchipped cat	Jan. 1/23	\$12.00
New cat obtained from and Approved Fostering Organization (for remainder of the calendar year)	Jan. 1/23	\$0.00
Renewal of Registration: Renewal applications received January 1 <sup>st</sup> to February 28/29 <sup>th</sup> (in dwelling unit regardless of ownership), Complete (intact) cat	Jan. 1/23	\$47.00
Renewal of Registration: Renewal applications received January 1 <sup>st</sup> to February 28/29 <sup>th</sup> (in dwelling unit regardless of ownership), Spayed/neutered cat	Jan. 1/23	\$22.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Renewal of Registration: Renewal applications received January 1 <sup>st</sup> to February 28/29 <sup>th</sup> (in dwelling unit regardless of ownership): Spayed/neutered and microchipped cat	Jan. 1/23	\$17.00
New cat obtained from and Approved Fostering Organization (for first renewal only)	Jan. 1/23	\$0.00
Late Renewal of a Registration: For late renewal applications received from January 1 <sup>st</sup> to February 28 <sup>th</sup> or 29 <sup>th</sup> , Complete (intact) cat	Jan. 1/23	\$47.00
Late Renewal of a Registration: For late renewal applications received from January 1 <sup>st</sup> to February 28 <sup>th</sup> or 29 <sup>th</sup> , Spayed/neutered	Jan. 1/23	\$22.00
Late Renewal of a Registration: For late renewal applications received from January 1 <sup>st</sup> to February 28 <sup>th</sup> or 29 <sup>th</sup> , spayed/neutered and microchipped cat	Jan. 1/23	\$17.00
Late Renewal of a Registration: For late renewal applications received from March 1 <sup>st</sup> to May 31 <sup>st</sup> , Complete (intact) cat	Jan. 1/23	\$50.00
Late Renewal of a Registration: For late renewal applications received from March 1 <sup>st</sup> to May 31 <sup>st</sup> , Spayed/neutered cat	Jan. 1/23	\$25.00
Late Renewal of a Registration: For late renewal applications received from March 1 <sup>st</sup> to May 31 <sup>st</sup> , Spayed/neutered & microchipped cat	Jan. 1/23	\$20.00
Late Renewal of a Registration: For late renewal applications received from June 1 <sup>st</sup> to December 31 <sup>st</sup> , Complete (intact) cat	Jan. 1/23	\$52.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Late Renewal of a Registration: For late renewal applications received from June 1 <sup>st</sup> to December 31 <sup>st</sup> , Spayed/neutered cat	Jan. 1/23	\$27.00
Late Renewal of a Registration: For late renewal applications received from June 1 <sup>st</sup> to December 31 <sup>st</sup> , Spayed/neutered & microchipped cat	Jan. 1/23	\$22.00
Seniors (age 65+) Discount for senior pet owners aged sixty-five or over all applicable registration or renewal fees will be reduced by \$5.00	Jan. 1/23	\$5.00
Cat Miscellaneous Replacement tag	Jan. 1/23	\$5.00
Cat Miscellaneous Transfer	Jan. 1/23	\$5.00
Fees & Charges within the Dog Licensing Control By-law Kennel License Fee	Jan. 1/23	\$150.00
First time registration: New dog obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> (in dwelling unit regardless of ownership), Complete (intact) dog	Jan. 1/23	\$57.00
First time registration: New dog obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> (in dwelling unit regardless of ownership), Spayed/neutered dog	Jan. 1/23	\$33.00
First time registration: New dog obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> (in dwelling unit regardless of ownership), Spayed/neutered and microchipped dog	Jan. 1/23	\$27.00
Late applications (received after June 30 <sup>th</sup> for dogs obtained January 1 <sup>st</sup> through June 30 <sup>th</sup> ) are subject to additional fee	Jan. 1/23	\$12.00
New dog obtained July 1 <sup>st</sup> through December 31 <sup>st</sup> (in dwelling unit regardless of ownership), Complete (intact) dog	Jan. 1/23	\$31.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
New dog obtained July 1 <sup>st</sup> through December 31 <sup>st</sup> (in dwelling unit regardless of ownership), Spayed/neutered dog	Jan. 1/23	\$20.00
New dog obtained July 1 <sup>st</sup> through December 31 <sup>st</sup> (in dwelling unit regardless of ownership), Spayed/neutered and microchipped dog	Jan. 1/23	\$17.00
New dog obtained from an Approved Fostering Organization (for remainder of the calendar year)	Jan. 1/23	\$0.00
Renewal of Registration Renewal applications received prior to expiry (in dwelling unit regardless of ownership), Complete (intact) dog	Jan. 1/23	\$57.00
Renewal of Registration Renewal applications received prior to expiry (in dwelling unit regardless of ownership), Spayed/neutered dog	Jan. 1/23	\$33.00
Renewal of Registration Renewal applications received prior to expiry (in dwelling unit regardless of ownership), Spayed/neutered & microchipped dog	Jan. 1/23	\$27.00
New dog obtained from an Approved Fostering Organization (for first renewal only)	Jan. 1/23	\$0.00
Late Renewal of a Registration for late renewal applications received from January 1 <sup>st</sup> to February 28 <sup>th</sup> or 29 <sup>th</sup> , Complete (intact) dog	Jan. 1/23	\$57.00
Late Renewal of a Registration for late renewal applications received from January 1 <sup>st</sup> to February 28 <sup>th</sup> or 29 <sup>th</sup> , Spayed/neutered dog	Jan. 1/23	\$33.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Late Renewal of a Registration for late renewal applications received from January 1 <sup>st</sup> to February 28 <sup>th</sup> or 29 <sup>th</sup> , Spayed/neutered and microchipped dog	Jan. 1/23	\$27.00
Late Renewal of a Registration for late renewal applications received from March 1 <sup>st</sup> to May 31 <sup>st</sup> , Complete (intact) dog	Jan. 1/23	\$65.00
Late Renewal of a Registration for late renewal applications received from March 1 <sup>st</sup> to May 31 <sup>st</sup> , Spayed/neutered dog	Jan. 1/23	\$41.00
Late Renewal of a Registration for late renewal applications received from March 1 <sup>st</sup> to May 31 <sup>st</sup> , Spayed/neutered and microchipped dog	Jan. 1/23	\$35.00
Late Renewal of a Registration for late renewal applications received from June 1 <sup>st</sup> to December 31 <sup>st</sup> , Complete (intact) dog	Jan. 1/23	\$70.00
Late Renewal of a Registration for late renewal applications received from June 1 <sup>st</sup> to December 31 <sup>st</sup> , Spayed/neutered dog	Jan. 1/23	\$46.00
Late Renewal of a Registration for late renewal applications received from June 1 <sup>st</sup> to December 31 <sup>st</sup> , Spayed/neutered and microchipped dog	Jan. 1/23	\$40.00
Seniors (age 65+) Discount For senior pet owners aged sixty-five or over all applicable registration or renewal fees will be reduced by \$5.00	Jan. 1/23	\$5.00
Dog Miscellaneous Replacement tag	Jan. 1/23	\$5.00
Dog Miscellaneous Transfer	Jan. 1/23	\$5.00
Guide Dogs – Hearing/Seeing January 1 <sup>st</sup> to December 31 <sup>st</sup>	Jan. 1/23	\$0.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Fees & Charges within the Public Pound Keepers By-law: Impounding licensed dog wearing City issue tag	Jan. 1/23	\$12.00
Fees & Charges within the Public Pound Keepers By-law: Impounding dog, unlicensed or not wearing City issue tag	Jan. 1/23	\$40.00
Fees & Charges within the Public Pound Keepers By-law: Impounding any dog second or subsequent time in a calendar year	Jan. 1/23	\$55.00
Fees & Charges within the Public Pound Keepers By-law: Feeding impounded dog per day, each	Jan. 1/23	\$12.00
Fees & Charges within the Public Pound Keepers By-law: Impounding restricted, prohibited, or ordered dog to be muzzled under the Dog Owners Liability Act or the Dog Licensing & Control By-law or the Pit Bull Licensing By-law, each	Jan. 1/23	\$55.00
Fees & Charges within the Public Pound Keepers By-law: Feeding restricted, prohibited, or ordered dog to be muzzled under the Dog Owners Liability Act or the Dog Licensing & Control By-law, or the Pit Bull Licensing By-law, per day, each	Jan. 1/23	\$12.00
Fees & Charges within the Public Pound Keepers By-law: Impounding City identified cat, each	Jan. 1/23	\$7.00
Fees & Charges within the Public Pound Keepers By-law: Impounding unidentified cat, each	Jan. 1/23	\$20.00
Fees & Charges within the Public Pound Keepers By-law: Feeding impounded cat per day, each	Jan. 1/23	\$9.00
Fees & Charges within the Public Pound Keepers By-law: Second and subsequent cat impound	Jan. 1/23	\$35.00
Fees & Charges within the Public Pound Keepers By-law: Impounding bulls and stallions, one year and over, each	Jan. 1/23	\$30.00
Fees & Charges within the Public Pound Keepers By-law: Impounding rams, horses, horned or other cattle, each	Jan. 1/23	\$30.00



## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: Animal Services

Service/Activity	2023 Effective Date	2023 Fee
Fees & Charges within the Public Pound Keepers By-law: Feeding bulls and stallions, one year and over, rams, horses, horned or other cattle above per day, each	Jan. 1/23	\$17.00
Fees & Charges within the Public Pound Keepers By-law: Impounding sheep, goats, and swine, each	Jan. 1/23	\$20.00
Fees & Charges within the Public Pound Keepers By-law: Feeding sheep, goats, and swine per day each plus actual costs associated with any of the activities listed in Other Animals above	Jan. 1/23	\$12.00
Fees & Charges within the Public Pound Keepers By-law: Impounding geese or ducks each	Jan. 1/23	\$5.00
Fees & Charges within the Public Pound Keepers By-law: Feeding geese or ducks per day, each plus actual costs associated with any of the activities listed in Fowl above	Jan. 1/23	\$2.50
Fees & Charges within the Public Pound Keepers By-law: Other Fees: Posting of notice of sale	Jan. 1/23	\$15.00
Fees & Charges within the Public Pound Keepers By-law: Other Fees: Attending summons and serving same on appraisers for damage (Public Pound By-law PH-5)	Jan. 1/23	\$30.00
Fees & Charges within the Public Pound Keepers By-law: Other Fees: For each sale of distress	Jan. 1/23	\$15.00
Fees & Charges within the Public Pound Keepers By-law: Other Fees: For advertising plus actual costs associated with actions above. Actual costs will be invoiced to the owner of the animal(s) that are impounded. (e.g., rental cost of portable stalls, trailer or space, and supply of straw bedding as appropriate for housing species)	Jan. 1/23	\$15.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: By-Law Enforcement & Property Standards

Service/Activity	2023 Effective Date	2023 Fee
Business Licencing: Licence Renewal Late Fee	Jan. 1/23	\$75.00
Rental Residential Licencing: New Application	Jan. 1/23	\$165.00
Rental Residential Licencing: Renewal Application	Jan. 1/23	\$55.00
Rental Residential Licencing: Corporate Search	Jan. 1/23	\$40.00
Rental Residential Licencing: Taxi Licensing Letter	Jan. 1/23	\$30.00
Rental Residential Licencing: Swimming Pool Fence Inspection/Letter	Jan. 1/23	\$225.00
Rental Residential Licencing: Municipal Law Inspection Fee per hour	Jan. 1/23	\$125.00
Rental Residential Licencing: Property Standards Inspection Fee per hour	Jan. 1/23	\$125.00
Rental Residential Licencing: Property Standards Order - Registration on Title	Jan. 1/23	\$125.00
Rental Residential Licencing: Property Standards Order - De-registration from Title	Jan. 1/23	\$125.00
Rental Residential Licencing: Annual Sign Fees (Signs & Canopy Schedule A-By-law S-3775-94)	Jan. 1/23	\$150.00
Rental Residential Licencing: Untidy Lot Fee (By-Law Yard & Lot Maintenance By-law PW-9)	Jan. 1/23	Cost and administrative fee of 15%, \$110.00 minimum
Rental Residential Licencing: Road Allowance Permits	Jan. 1/23	\$18.69
Public Property Compliance, Street Permits: Work Approval Permit (Occupancy) - where the work does not involve excavation, traffic control plan review or disruptions within the travelled portion of the road allowance	Jan. 1/23	\$300.00 plus applicable monthly inspection fee(s) - Per Permit
Public Property Compliance, Street Permits: Work Approval Permit (Occupancy) - where the work does not involve excavation and traffic control plan review is required	Jan. 1/23	\$400.00 plus applicable monthly inspection fee(s) - Per Permit

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: By-Law Enforcement & Property Standards

Service/Activity	2023 Effective Date	2023 Fee
Public Property Compliance, Street Permits: Work Approval Permit (Occupancy) - moving or construction bin within the grassed boulevard between City sidewalk and front lot line of abutting property for up to a six month period.	Jan. 1/23	\$300.00 - Per Permit
Public Property Compliance, Street Permits: Work Approval Permit (Occupancy) - moving or construction bin within travelled portion of local road allowance classification	Jan. 1/23	\$50.00 per day - Per Permit
Public Property Compliance, Street Permits: Monthly inspection - additional fee(s) - applies if Work Approval Permit (Occupancy) exceeds thirty days. Exemption: tower cranes	Jan. 1/23	\$75.00 - Per Inspection
Public Property Compliance, Street Permits: Work Approval Permit (Construction) - where the work involves excavation within the soft surface boulevard within the road allowance only and does not require traffic control plan review	Jan. 1/23	\$375.00 plus applicable weekly inspection fee(s)- Per Permit
Public Property Compliance, Street Permits: Work Approval Permit (Construction) - where the work involves excavation within the road allowance and requires traffic control plan review	Jan. 1/23	\$475.00 plus applicable weekly inspection fee(s) - Per Permit
Public Property Compliance, Street Permits: Weekly inspection - additional fee(s) - applies if Work Approval Permit (Construction) exceeds three days	Jan. 1/23	\$75.00 - Per Inspection
Public Property Compliance, Street Permits: Work Approval Permit Renewal (Occupancy/Construction)	Jan. 1/23	\$150.00 plus additional applicable weekly/monthly inspection fee(s) - Per Renewal

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: By-Law Enforcement & Property Standards

Service/Activity	2023 Effective Date	2023 Fee
Public Property Compliance, Street Permits: License to Occupy Street - applies if Work Approval Permit (Occupancy/Construction) exceeds more than 30 days. Exemption: Moving or construction bin within the grassed boulevard between City sidewalk and front lot line of abutting property for up to a six-month period.	Jan. 1/23	\$29.06/square metre inside downtown core, \$16.15/square metre outside downtown core, \$8.07/square metre for a Charitable Organization. - Per Permit
Public Property Compliance, Street Permits: Vending Boxes	Jan. 1/23	\$27.50 Annual, \$22.00/box
Public Property Compliance, Winter Maintenance: Sidewalk Snow Clearing-Core Area	Jan. 1/23	\$80.00
Public Property Compliance, Winter Maintenance: Icicle Removal	Jan. 1/23	\$155.00 plus 15% administrative fee
Public Property Compliance, Winter Maintenance: Objects or vehicles removed from road allowance (including projections into or over)	Jan. 1/23	\$50.00 minimum, or actual cost whichever is greater

## Schedule 1, 2023 Fees and Charges – Protective Services

Service Grouping: By-law Enforcement & Property Standards

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Driver Licence – Cab, Accessible Cab, Limousine	Per Year	Jan. 1/23	\$60.00
Owner Licence – Class A & Class B Cab – Limousine – Class A & Class B Accessible Cab	Per Year	Jan. 1/23	\$750.00
General Broker Licence	Per Year	Jan. 1/23	\$400.00
Transportation Network Company	Per Trip	Jan. 1/23	\$0.35
Transportation Network Company, 1-50 Vehicles	Lot	Jan. 1/23	\$1,000.00
Transportation Network Company, 51-100 Vehicles	Lot	Jan. 1/23	\$5,000.00
Transportation Network Company, 101-500 Vehicles	Lot	Jan. 1/23	\$10,000.00
Transportation Network Company, 501-1,000 Vehicles	Lot	Jan. 1/23	\$15,000.00
Transportation Network Company, > 1,000 Vehicles	Lot	Jan. 1/23	\$50,000.00
Owner Plate or Driver Licence Replacement	Per Occurrence	Jan. 1/23	\$35.00
Cab or Accessible Cab Priority List	One-time	Jan. 1/23	\$25.00

## Schedule 1, 2023 Fees and Charges – Protective Services

### Service Grouping: By-law Enforcement & Property Standards

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Adult Entertainment Body-Rub Parlour Owner <sup>+</sup>	Per Year	Jan. 1/23	\$3,174.00
Adult Entertainment Body-Rub Operator <sup>+</sup>	Per Year	Jan. 1/23	\$130.00
Adult Live Entertainment Parlour Owner <sup>+</sup>	Per Year	Jan. 1/23	\$4,071.00
Adult Live Entertainment Parlour Operator <sup>+</sup>	Per Year	Jan. 1/23	\$130.00
Automotive Service Business <sup>+</sup>	Per Year	Jan. 1/23	\$211.00
Commercial Parking Facility <sup>+</sup>	Per Year	Jan. 1/23	\$233.00
Contractor Business <sup>+</sup>	Per Year	Jan. 1/23	\$158.00
Donation Bin Business <sup>+</sup>	Per Year	Jan. 1/23	\$70.00 plus \$25.00 Sticker Fee
Door to Door Sales <sup>+</sup>	Per Year	Jan. 1/23	\$180.00
Electronic Cigarette and Tobacco Retail Business <sup>+</sup>	Per Year	Jan. 1/23	\$277.00
Food Premise <sup>+</sup>	Per Year	Jan. 1/23	\$211.00
Lodging House <sup>+</sup>	Per Year	Jan. 1/23	\$519.00
Payday Loan Business <sup>+</sup>	Per Year	Jan. 1/23	\$400.00
Personal Services Business <sup>+</sup>	Per Year	Jan. 1/23	\$189.00
Pet Shop <sup>+</sup>	Per Year	Jan. 1/23	\$189.00
Public Hall <sup>+</sup>	Per Year	Jan. 1/23	\$101.00
Refreshment Vehicle Class 1 <sup>+</sup>	Per Year	Jan. 1/23	\$180.00
Refreshment Vehicle Class 2 <sup>+</sup>	Per Year	Jan. 1/23	\$180.00
Refreshment Vehicle Class 3 <sup>+</sup>	Per Year	Jan. 1/23	\$510.00
Seasonal Sales Business 1-3 Months <sup>+</sup>	Per Year	Jan. 1/23	\$445.00
Seasonal Sales Business – 7 Days <sup>+</sup>	Per Year	Jan. 1/23	\$555.00
Second-Hand Goods Business <sup>+</sup>	Per Year	Jan. 1/23	\$321.00
Salvage Yard <sup>+</sup>	Per Year	Jan. 1/23	\$321.00
Unsolicited Motor Vehicle Towing Business <sup>+</sup>	Per Year	Jan. 1/23	\$321.00
Unsolicited Motor Vehicle Storage Business <sup>+</sup>	Per Year	Jan. 1/23	\$321.00
Tow Truck Business Fee <sup>+</sup>	Per Year	Jan. 1/23	\$321.00
Impound Yard Storage Business Fee <sup>+</sup>	Per Year	Jan. 1/23	\$321.00
Short-Term Accommodation Broker <sup>+</sup>	Per Year	Jan. 1/23	\$1,000.00
Short-Term Accommodation Provider <sup>+</sup>	Per Year	Jan. 1/23	\$175.00

Note: Fee names marked with "+" will be indexed annually commencing January 1, 2023 based on the Consumer Price Index calculated each October and rounded to the nearest dollar.

# Schedule 1, 2023 Fees and Charges - Protective Services

## Service Grouping: Fire Services

Service/Activity	2023 Effective Date	2023 Fee
Fire Fighting, Highway/Local Vehicle Incidents (non-residents): First Hour (per Fire vehicle)	Jan. 1/23	Authorized MTO Rate - currently \$488.40
Fire Fighting, Highway/Local Vehicle Incidents (non-residents): Additional ½ hour or part thereof (per Fire vehicle)	Jan. 1/23	Authorized MTO Rate - currently \$244.20
Fire Fighting, Highway/Local Vehicle Incidents (non-residents): Flat fee for responding where services not required	Jan. 1/23	Authorized MTO Rate - currently \$488.40
Fire Fighting, Special Team Incidents (per hour) one hour minimum (Hazmat, Tech Rescue, Water/Ice Rescue) as determined by the London Fire Department	Jan. 1/23	\$700.00 plus consumables & personnel call-in coverage if required
Fire Fighting, Open Burn Inspection (See Bylaw F7, Part 3)	Jan. 1/23	\$225.00
Fire Fighting, Extraordinary Costs in addition to costs ordinarily incurred to eliminate an emergency or risk, preserve property or evidence, or to investigate, including but not limited to renting equipment, hiring contractors, hiring professional services, using consumable materials, replacing damaged equipment or purchasing materials fixing of damaged equipment or vehicles as a result of response	Jan. 1/23	Cost Recovery
Fire Fighting, Incident Response Report	Jan. 1/23	\$100.00
Fire Fighting, Recruit application	Jan. 1/23	\$100.00

## Schedule 1, 2023 Fees and Charges - Protective Services

### Service Grouping: Fire Services

Service/Activity	2023 Effective Date	2023 Fee
Fire Prevention & Education Fire Safety Plan Review (Note 1)	Jan. 1/23	\$156.06
Fire Prevention & Education, File Search Letter	Jan. 1/23	\$75.00
Fire Prevention & Education, Request for Inspection, Up to 10,000 square feet	Jan. 1/23	\$171.00
Every 10,000 square feet thereafter	Jan. 1/23	\$84.00
Fire Prevention & Education, Fire Investigation Report	Jan. 1/23	\$160.00
Fire Prevention & Education, Re-inspection for Non-Compliance (after first re-inspection)	Jan. 1/23	\$104.50
Fire Prevention & Education, Display Fire Works inspection and / permit Exemptions: a) Victoria Day fireworks display by the Fanshawe Optimist; b) Canada Day fireworks display by the East London and River East London Optimist Clubs, Byron Optimists, City of London - Celebrate London Committee, and the Community Council of White Oaks; c) Lambeth Harvestfest fireworks display by the Lambeth Harvestfest Committee; and d) New Year's Eve fireworks display held by the City of London in Victoria Park	Jan. 1/23	\$269.00



## Schedule 1, 2023 Fees and Charges - Protective Services

### Service Grouping: Fire Services

Service/Activity	2023 Effective Date	2023 Fee
Fire Prevention & Education, Pyrotechnic inspection and permit	Jan 1/23	\$246.00
Fire Prevention & Education, Open Air Burn Permit (See Bylaw F7, Part 3)	Jan 1/23	\$70.00
Fire Prevention & Education, False Alarms See Note 2 and Note 3 below, Non notified false alarm	Jan 1/23	\$1,400.00
3rd or more to the same building in 30 days (each)	Jan 1/23	\$1,400.00
3rd or more to the same building in any calendar year (each)	Jan 1/23	\$1,400.00
Fire Prevention & Education, Live fire extinguisher training (plus consumables) See Note 4 below	Jan 1/23	\$104.50
Fire Prevention & Education, Building managers seminar (plus consumables) See Note 4 below	Jan 1/23	\$104.50

Note 1: The fee for a Safety Plan Review is waived for tents.

Note 2: The fee for false alarms does not apply to London Middlesex Community Housing (with the exception of non-notify false alarms) or single detached dwellings.

Note 3: The fee for false alarms is waived for the following causes: activated pull stations; cooking; showers; carbon monoxide; power outages; steam; smoking/vaping; candles/incense/sparklers; smudging ceremonies; smoke machines.

Note 4: The fees for training and lectures and fire safety courses are waived for non-profit and/or educational organizations.

## Schedule 1, 2023 Fees and Charges – Housing, Social & Health Services

### Service Grouping: Long Term Care

Service/Activity	2023 Effective Date	2023 Fee
Adult Day Programs, Community Seniors Programs, Day Programs: Client Fees per day	Jan. 1/23	Set by SW LHIN
Adult Day Programs, Community Seniors Programs, Day Programs: Baths	Jan. 1/23	\$45.00
Adult Day Programs, Community Seniors Programs, Day Programs: Foot Care	Jan. 1/23	\$22.00
Long Term Care-Dearness Home, Sundry: Staff Escort to Medical Clinics up to 3 hours	Jan. 1/23	\$106.00
Long Term Care-Dearness Home, Sundry: Staff Escort to Medical Clinics after 3 hours (per hour)	Jan. 1/23	\$35.00
Long Term Care-Dearness Home, Sundry: Set up and cleaning fee for room rental	Jan. 1/23	\$35.00
Long Term Care-Dearness Home, Sundry: Hair Salon Rental Fees per month	Jan. 1/23	\$350.00

Resident Revenue: Short Stay, Basic Ward, Semi-private and Private Nursing Care.

Charge for resident accommodation shall be the maximum amount provided for in the Long Term Care Homes Act and regulation. The rates are set annually on July 1st by the Ministry of Health and Long Term Care.

# Schedule 1, 2023 Fees and Charges – Transportation Services

## Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Control: Private MLEO Training and Appointment		Jan. 1/23	\$250.00
Parking Control: Administrative Fee Bulk Lot Passes		Jan. 1/23	\$25.00
Parking Meter Fees: Outlying 1 hour	Hour	Jan. 1/23	\$2.50
Parking Meter Fees: Outlying 2 hour	Hour	Jan. 1/23	\$2.50
Parking Meter Fees: Outlying 4 hour	Hour	Jan. 1/23	\$2.50
Parking Meter Fees: 10 Hour Metered Zone	Hour	Jan. 1/23	\$2.50
Parking Meter Fees: 10 Hour Metered Zone	Maximum	Jan. 1/23	\$5.00
Parking Meter Fees: 10 Hour Metered Zone	Monthly	Jan. 1/23	\$45.00
Parking Meter Fees: East end meters	Hour	Jan. 1/23	\$2.50
Parking Meter Fees: Downtown 1 hour	Hour	Jan. 1/23	\$2.50
Parking Meter Fees: Parking Meter Bagging (per parking stall)/Parking Administrative Fee	Admin. +	Jan. 1/23	\$50.00
Parking Meter Fees: Parking Meter Bagging (per parking stall)/Parking Administrative Fee	Day	Jan. 1/23	\$11.00
Online transaction fee		Jan. 1/23	\$1.50
Parking Lots Municipally Operated: Lot #3 North - 743 Richmond Street	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #6 - Kent Street, North Side of Kent Street between Richmond and Talbot Streets	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #6 - Kent Street, North Side of Kent Street between Richmond and Talbot Streets	Day	Jan. 1/23	\$10.00
Parking Lots Municipally Operated: Lot #6 - Kent Street, North Side of Kent Street between Richmond and Talbot Streets	Evening	Jan. 1/23	\$6.00

## Schedule 1, 2023 Fees and Charges – Transportation Services

### Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Lots Municipally Operated: Lot #10 - Mill Street/John Street/St. George	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #10 - Mill Street/John Street/St. George	Day	Jan. 1/23	\$10.00
Parking Lots Municipally Operated: Lot #10 - Mill Street/John Street/St. George	Evening	Jan. 1/23	\$8.00
Parking Lots Municipally Operated: Lot #10 - Mill Street/John Street/St. George	Monthly	Jan. 1/23	\$100.00
Parking Lots Municipally Operated: Lot #12 - 199 Ridout Street N., PUC Parking Lot North Side of Horton Street between Thames and Ridout Streets	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #12 - 199 Ridout Street N., PUC Parking Lot North Side of Horton Street between Thames and Ridout Streets	Day	Jan. 1/23	\$6.00
Parking Lots Municipally Operated: Lot #12 - 199 Ridout Street N., PUC Parking Lot North Side of Horton Street between Thames and Ridout Streets	Evening	Jan. 1/23	\$5.00
Parking Lots Municipally Operated: Lot #12 - 199 Ridout Street N., PUC Parking Lot North Side of Horton Street between Thames and Ridout Streets	Monthly	Jan. 1/23	\$80.00
Parking Lots Municipally Operated: Lot #14 - Via Train Station, South Side of York Street between Richmond and Clarence Streets	Hour	Jan. 1/23	\$2.00

## Schedule 1, 2023 Fees and Charges – Transportation Services

### Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Lots Municipally Operated: Lot #15 - London Convention Centre, South Side of King Street between Wellington and Waterloo Street	Hour	Jan. 1/23	\$2.00
Parking Lots Municipally Operated: Lot #15 - London Convention Centre, South Side of King Street between Wellington and Waterloo Street	Day	Jan. 1/23	\$8.00
Parking Lots Municipally Operated: Lot #15 - London Convention Centre, South Side of King Street between Wellington and Waterloo Street	Day (buses only)	Jan. 1/23	\$75.00
Parking Lots Municipally Operated: Lot #15 - London Convention Centre, South Side of King Street between Wellington and Waterloo Street	Evening	Jan. 1/23	\$6.00
Parking Lots Municipally Operated: Lot #15 - London Convention Centre, South Side of King Street between Wellington and Waterloo Street	Monthly	Jan. 1/23	\$113.00
Parking Lots Municipally Operated: Lot #16 - 205 Oxford St (Rear), West of Richmond Street between Oxford and Piccadilly Street	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #16 - 205 Oxford St (Rear), West of Richmond Street between Oxford and Piccadilly Street	Day	Jan. 1/23	\$8.00
Parking Lots Municipally Operated: Lot #16 - 205 Oxford St (Rear), West of Richmond Street between Oxford and Piccadilly Street	Evening	Jan. 1/23	\$6.00
Parking Lots Municipally Operated: Lot #16 - 205 Oxford St (Rear), West of Richmond Street between Oxford and Piccadilly Street	Monthly	Jan. 1/23	\$60.00
Parking Lots Municipally Operated: Lot #19 - Museum London	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #19 - Museum London	Evening	Jan. 1/23	\$6.00
Parking Lots Municipally Operated: Lot #19 - Museum London	Monthly	Jan. 1/23	\$80.00
Parking Lots Municipally Operated: Lot #20 - 155 Kent Street	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #21 - 558 Talbot Street	Hour	Jan. 1/23	\$2.50

## Schedule 1, 2023 Fees and Charges – Transportation Services

### Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Lots Municipally Operated: Lot #21 - 558 Talbot Street	Day	Jan. 1/23	\$10.00
Parking Lots Municipally Operated: Lot #21 - 558 Talbot Street	Evening	Jan. 1/23	\$8.00
Parking Lots Municipally Operated: Lot #21 - 558 Talbot Street	Night	Jan. 1/23	\$15.00
Parking Lots Municipally Operated: Lot #21 - 558 Talbot Street	Monthly	Jan. 1/23	\$100.00
Parking Lots Municipally Operated: Lot #22 - 695 Richmond Street	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Operated: Lot #22 - 695 Richmond Street	12 hour maximum	Jan. 1/23	\$10.00
Parking Lots Municipally Operated: Lot #22 - 695 Richmond Street	24 hour maximum	Jan. 1/23	\$15.00
Parking Lots Municipally Operated: Lot #22 - 695 Richmond Street	Monthly	Jan. 1/23	\$80.00
Parking Lots Municipally Owned: Lot #1 - East London, North of Dundas Street between English and Elizabeth Street	Hour	Jan. 1/23	\$1.00
Parking Lots Municipally Owned: Lot #1 - East London, North of Dundas Street between English and Elizabeth Street	Day	Jan. 1/23	\$4.50
Parking Lots Municipally Owned: Lot #1 - East London, North of Dundas Street between English and Elizabeth Street	Evening	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #1 - East London, North of Dundas Street between English and Elizabeth Street	Monthly	Jan. 1/23	\$50.00
Parking Lots Municipally Owned: Lot #1 - East London, North of Dundas Street between English and Elizabeth Street	Bulk Day>5	Jan. 1/23	\$3.00
Parking Lots Municipally Owned: Lot #1 - East London, North of Dundas Street between English and Elizabeth Street	Bulk Evening>5	Jan. 1/23	\$1.50
Parking Lots Municipally Owned: Lot #2 - East London, North of Dundas Street between Elizabeth and Adelaide Street	Hour	Jan. 1/23	\$1.00
Parking Lots Municipally Owned: Lot #2 - East London, North of Dundas Street between Elizabeth and Adelaide Street	Day	Jan. 1/23	\$4.50

## Schedule 1, 2023 Fees and Charges – Transportation Services

### Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Lots Municipally Owned: Lot #2 - East London, North of Dundas Street between Elizabeth and Adelaide Street	Evening	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #2 - East London, North of Dundas Street between Elizabeth and Adelaide Street	Monthly	Jan. 1/23	\$50.00
Parking Lots Municipally Owned: Lot #2 - East London, North of Dundas Street between Elizabeth and Adelaide Street	Bulk Day>5	Jan. 1/23	\$3.00
Parking Lots Municipally Owned: Lot #2 - East London, North of Dundas Street between Elizabeth and Adelaide Street	Bulk Evening>5	Jan. 1/23	\$1.50
Parking Lots Municipally Owned: Lot #3 East - East of Richmond Street between Oxford and Piccadilly Street	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #3 East - East of Richmond Street between Oxford and Piccadilly Street	Day	Jan. 1/23	\$8.00
Parking Lots Municipally Owned: Lot #3 East - East of Richmond Street between Oxford and Piccadilly Street	Evening	Jan. 1/23	\$6.00
Parking Lots Municipally Owned: Lot #3 East - East of Richmond Street between Oxford and Piccadilly Street	Monthly	Jan. 1/23	\$60.00
Parking Lots Municipally Owned: Lot #3 West - Richmond Village West of Richmond Street between Oxford and Piccadilly Street	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #3 West - Richmond Village West of Richmond Street between Oxford and Piccadilly Street	Day	Jan. 1/23	\$8.00
Parking Lots Municipally Owned: Lot #3 West - Richmond Village West of Richmond Street between Oxford and Piccadilly Street	Evening	Jan. 1/23	\$6.00
Parking Lots Municipally Owned: Lot #3 West - Richmond Village West of Richmond Street between Oxford and Piccadilly Street	Monthly	Jan. 1/23	\$60.00
Parking Lots Municipally Owned: Lot #4 - Marshall Street, South of Dundas Street between Lyle and Adelaide Streets	Hour	Jan. 1/23	\$1.00
Parking Lots Municipally Owned: Lot #4 - Marshall Street, South of Dundas Street between Lyle and Adelaide Streets	Day	Jan. 1/23	\$4.50

## Schedule 1, 2023 Fees and Charges – Transportation Services

### Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Lots Municipally Owned: Lot #4 - Marshall Street, South of Dundas Street between Lyle and Adelaide Streets	Evening	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #4 - Marshall Street, South of Dundas Street between Lyle and Adelaide Streets	Monthly	Jan. 1/23	\$50.00
Parking Lots Municipally Owned: Lot #5 - Queens Ave, North Side of Queens Ave between Clarence and Richmond Streets	Hour	Jan. 1/23	\$2.00
Parking Lots Municipally Owned: Lot #5 - Queens Ave, North Side of Queens Ave between Clarence and Richmond Streets	Evening	Jan. 1/23	\$8.00
Parking Lots Municipally Owned: Lot #5 - Queens Ave, North Side of Queens Ave between Clarence and Richmond Streets	Monthly unreserved	Jan. 1/23	\$130.00
Parking Lots Municipally Owned: Lot #7 - 824 Dundas, Provincial Offences Court between Rectory and Ontario Streets	Hour	Jan. 1/23	\$2.00
Parking Lots Municipally Owned: Lot #7 - 824 Dundas, Provincial Offences Court between Rectory and Ontario Streets	Day	Jan. 1/23	\$5.00
Parking Lots Municipally Owned: Lot #7 - 824 Dundas, Provincial Offences Court between Rectory and Ontario Streets	Monthly	Jan. 1/23	\$50.00
Parking Lots Municipally Owned: Lot #8 - Budweiser Gardens, North Side of King Street between Ridout and Talbot Streets	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #8 - Budweiser Gardens, North Side of King Street between Ridout and Talbot Streets	Day	Jan. 1/23	\$8.00
Parking Lots Municipally Owned: Lot #8 - Budweiser Gardens, North Side of King Street between Ridout and Talbot Streets	Evening	Jan. 1/23	\$6.00



## Schedule 1, 2023 Fees and Charges – Transportation Services

### Service Grouping: Parking

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Parking Lots Municipally Owned: Lot #8 - Budweiser Gardens, North Side of King Street between Ridout and Talbot Streets	Monthly	Jan. 1/23	\$110.00
Parking Lots Municipally Owned: Lot #11 - Thames Street Park, North Side of King Street between Thames and Ridout Streets	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #11 - Thames Street Park, North Side of King Street between Thames and Ridout Streets	Day	Jan. 1/23	\$6.00
Parking Lots Municipally Owned: Lot #11 - Thames Street Park, North Side of King Street between Thames and Ridout Streets	Evening	Jan. 1/23	\$5.00
Parking Lots Municipally Owned: Lot #17 - Peace Gardens, West Side of Thames Street (York and King Streets.) (Enforced Monday through Friday)	Hour	Jan. 1/23	\$2.50
Parking Lots Municipally Owned: Lot #17 - Peace Gardens, West Side of Thames Street (York and King Streets.) (Enforced Monday through Friday)	Day	Jan. 1/23	\$6.00
Parking Lots Municipally Owned: Lot #17 - Peace Gardens, West Side of Thames Street (York and King Streets.) (Enforced Monday through Friday)	Evening	Jan. 1/23	\$5.00
Park and Ride	Monthly	Jan. 1/23	\$70.00

# Schedule 1, 2023 Fees and Charges – Transportation Services

## Service Grouping: Roadways

Service/Activity	Unit of Measure	2023 Effective Date	2023 Fee
Roadway Maintenance, Sidewalk Cut	Administrative Fee	Jan. 1/23	\$50.00
Roadway Maintenance, Sidewalk Cut	Per square meter	Jan. 1/23	\$100.00
Roadway Maintenance, Curb Cut	Meter	Jan. 1/23	\$150.00
Roadway Maintenance, Curb Removal	Meter	Jan. 1/23	\$25.00
Roadway Maintenance, Asphalt Cut Restoration	Square meter	Jan. 1/23	\$21.00 (vertical 25m)
Roadway Maintenance, Pavement Degradation (Contractor/utilities)	Pavement Quality Index (PQI) & \$/square meter	Jan. 1/23	Good - 80 to 100 PQI \$37.00, Adequate - 60 to 80 PQI \$30.00, Fair - 30 to 60 PQI \$22.00, Poor - 1 to 30 PQI \$15.00
Winter Maintenance - Unassumed Subdivisions		Jan. 1/23	Charge Actual Cost
Winter Maintenance - Unassumed Subdivisions		Jan. 1/23	Winter Season plus 15% + Administrative Fee
Traffic Control & Lighting, Traffic Control Signs	Day	Jan. 1/23	\$4.00
Traffic Control & Lighting, Traffic Cones	Day	Jan. 1/23	\$1.50
Traffic Control & Lighting, Traffic Signal Timing Information		Jan. 1/23	\$135.00

## Schedule 1, 2023 Fees and Charges - Corporate, Operational & Council Services

### Service Grouping: Corporate Services

Service/Activity	2023 Effective Date	2023 Fee
Facilities: Property Rentals	Jan. 1/23	Agreement
Human Resources: Room Rentals	Jan. 1/23	Agreement
Purchasing: Bidding Documents - on-line purchases	Jan. 1/23	\$40.00
Realty Services: Property Rentals	Jan. 1/23	Contracts
Realty Services: Residential Revenue	Jan. 1/23	Contracts
Realty Services: Vacant Land Revenue	Jan. 1/23	Contracts
Realty Services: Agricultural Land Revenue	Jan. 1/23	Contracts
Realty Services: Skate Sharpening Property Revenue	Jan. 1/23	Contracts
Realty Services: Underground Encroachment Revenue	Jan. 1/23	Contracts
Realty Services: Sidewalk Cafes	Jan. 1/23	Contracts
Realty Services: Outdoor Advertisements	Jan. 1/23	Contracts
Realty Services: Woodhull - Interments	Jan. 1/23	\$550.00
Realty Services: Woodhull - Sale of Plot. The price of a plot in the Woodhull Cemetery is \$650; however, \$350 is placed into a perpetual care fund for the Cemetery with \$300 credited to the Realty Services account.	Jan. 1/23	\$650.00
Realty Services: Air/Land Rights Rental	Jan. 1/23	Contracts
Risk Management: Administration fee - claims recovery	Jan. 1/23	1% of claim amount, \$50.00 minimum
Risk Management: Administration fee - event insurance premium	Jan. 1/23	\$5.00 - premium less than \$100.00, \$10.00 - premium more than \$100.00
Technology Services: Printing Charges	Jan. 1/23	Actual Costs

# Schedule 1, 2023 Fees and Charges - Corporate, Operational & Council Services

Service Grouping: Corporate Planning and Administration

Service/Activity	2023 Effective Date	2023 Fee
<b>Information &amp; Archive Management, Sale Misc.</b> Documents: Photocopies	Jan. 1/23	\$0.20
Information & Archive Management, Records Research Request (per 15 minutes of research time)	Jan. 1/23	\$7.50

# Schedule 1, 2023 Fees and Charges - Corporate, Operational & Council Services

Service Grouping: Council Services

Service/Activity	2023 Effective Date	2023 Fee
<b>Municipal Election, Sale Miscellaneous Documents: Photocopies per page</b>	Jan. 1/23	\$0.20
Municipal Election, Sale Miscellaneous Documents: Ward & Poll Maps per ward	Jan. 1/23	\$5.00
Municipal Election, Sale Miscellaneous Documents: City Map	Jan. 1/23	\$10.00
Municipal Election, Sale Miscellaneous Documents: Election Results	Jan. 1/23	\$20.00
Municipal Election, Sale Miscellaneous Documents: Street Index	Jan. 1/23	\$20.00
Additional Copies of Voter's List: Per Ward	Jan. 1/23	\$25.00
Additional Copies of Voter's List: All Wards	Jan. 1/23	\$350.00

# Schedule 1, 2023 Fees and Charges - Corporate, Operational & Council Services

## Service Grouping: Public Support Services

Service/Activity	2023 Effective Date	2023 Fee
Taxation, Revenue Division: Tax Certificates	Jan. 1/23	\$60.00
Taxation, Revenue Division: Tax Account Ownership Changes	Jan. 1/23	\$37.00
Taxation, Revenue Division: New Tax Account or Roll Number	Jan. 1/23	\$67.00
Taxation, Revenue Division: Notice of Past Due Property Taxes (greater than \$200)	Jan. 1/23	\$8.00
Taxation, Revenue Division: Property Title Searches Prior to Registration of Tax Arrears Certificates	Jan. 1/23	\$111.00
Taxation, Miscellaneous Revenue Fees: Mortgagee Tax Confirmations	Jan. 1/23	\$26.00
Taxation, Miscellaneous Revenue Fees: Duplicate Tax Bill	Jan. 1/23	\$26.00
Taxation, Miscellaneous Revenue Fees: Receipt - Income Tax Account Statements	Jan. 1/23	\$35.00
Taxation, Account Statements: Tax Statement without Transactions	Jan. 1/23	\$26.00
Taxation, Account Statements: Tax Statement with Transactions	Jan. 1/23	\$35.00
Taxation, Account Statements: Tax Account Analysis (per hour)	Jan. 1/23	\$73.00
Taxation, Account Statements: Returned Cheques PAP, EFT, PAD (NSF) - Taxation	Jan. 1/23	\$45.00
Taxation, Account Statements: Cost Recoveries on Tax Registrations	Jan. 1/23	Actual Costs
Taxation, Account Statements: Addition to Tax Roll Fee	Jan. 1/23	\$25.00
Taxation, Account Statements: Addition to Tax Roll Fee (Provincial Offences Act Fines)	Jan. 1/23	\$25.00
Licensing & Certificates: Non- Residential Boulevard Application Fee	Jan. 1/23	\$150.00
Licensing & Certificates, Non-Residential Boulevard Parking Rentals -square feet - Non-Profit or Charity	Jan. 1/23	\$0.87
Licensing & Certificates, Non-Residential Boulevard Parking Rentals - square feet - Commercial Site	Jan. 1/23	\$1.73

## Schedule 1, 2023 Fees and Charges - Corporate, Operational & Council Services

### Service Grouping: Public Support Services

Service/Activity	2023 Effective Date	2023 Fee
Licensing & Certificates, Non-Residential Boulevard Parking Rentals - square feet - Commercial Site Downtown	Jan. 1/23	\$4.80
Licensing & Certificates, Oaths: Commissioner of Oaths	Jan. 1/23	\$30.00
Licensing & Certificates, Oaths: Statutory Declaration	Jan. 1/23	\$45.00
Licensing & Certificates: Street Closing - Appraisal Fee	Jan. 1/23	\$500.00
Licensing & Certificates: Street Closing - Application Fee	Jan. 1/23	\$350.00
Licensing & Certificates: Street Closing - Advertising	Jan. 1/23	\$1,182.00
Licensing & Certificates: Nevada Licenses	Jan. 1/23	3% prize value
Licensing & Certificates: Raffle Licenses	Jan. 1/23	3% prize value
Licensing & Certificates: Bingo Licenses	Jan. 1/23	\$90.00
Licensing & Certificates: Marriage Licenses	Jan. 1/23	\$140.00
Licensing & Certificates: Civil Ceremony	Jan. 1/23	\$275.00
Licensing & Certificates: Ceremony Witness Fee	Jan. 1/23	\$25.00
Licensing & Certificates: Foreign Pension Certificates	Jan. 1/23	\$30.00
Licensing & Certificates: Municipal Information Form - formerly listed as LLBO Approval	Jan. 1/23	\$25.00
Licensing & Certificates: Municipal Significance Designation Letter/ Temporary Extension of Liquor License Approval	Jan. 1/23	\$50.00
Licensing & Certificates: Vital Statistics - Death Registration	Jan. 1/23	\$40.00
Licensing & Certificates: Vital Statistics - Notice of Out-of-Town Death	Jan. 1/23	\$35.00
Licensing & Certificates: Sundry Receipts - Hearing Fee	Jan. 1/23	\$150.00
Licensing & Certificates: Sundry Receipts - Municipal Approval - Lottery Licences	Jan. 1/23	\$50.00
Licensing & Certificates: Sundry Receipts - Committee Room Rentals	Jan. 1/23	\$150.00

# Schedule 1, 2023 Fees and Charges - Corporate, Operational & Council Services

Service Grouping: Public Support Services

Service/Activity	2023 Effective Date	2023 Fee
Licensing & Certificates: Sundry Receipts - Street Encroachment Agreements	Jan. 1/23	\$300.00
Licensing & Certificates: Sundry Receipts - Street Encroachment Agreements - annual rental charge	Jan. 1/23	\$15.00 per square metre



## Schedule 1, 2023 Fees and Charges - Financial Management

### Service Grouping: Financial Management

Service/Activity	2023 Effective Date	2023 Fee
Finance: Addition to Tax Roll Fee	Jan. 1/23	\$25.00
Finance: Addition to Tax Roll Fee – Provincial Offences Act Fines	Jan. 1/23	\$25.00
Finance: Statement Summary of Outstanding Invoices - Accounts Receivable (A/R)	Jan. 1/23	\$27.00
Finance: Returned Items such as Cheques, PAP, EFT, PAD, Credit card, (i.e., NSF) - Financial Services (Corporate wide application except as below:)	Jan. 1/23	\$45.00
Finance: Returned Items such as Cheques, PAP, EFT, PAD, Credit card, (i.e., NSF) – Provincial Offences Act Fines Only	Jan. 1/23	\$35.00
Finance: Returned Items such as Cheques, PAP, EFT, PAD, Credit card, (i.e., NSF) - Administrative Fees Provincial Offences Act Fines Only	Jan. 1/23	\$10.00
Finance: Retrieval of Cashed Accounts Payable Cheques	Jan. 1/23	\$26.00
Finance: Provincial Offences Act Collection Agency Fee Recovery	Jan. 1/23	Actual Percentage
Finance: Miscellaneous Accounts Receivable Collection Agency Fee Recovery	Jan. 1/23	Actual Percentage
Corporate Financing: Property Rentals	Jan. 1/23	Contract

Bill No. 366  
2020

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the  
City of London, 2016 relating to 7098-7118  
Kilbourne Road.

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

1. Amendment No. \_\_\_\_ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

**AMENDMENT NO.  
to the  
OFFICIAL PLAN FOR THE CITY OF LONDON (2016)**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a new policy in Section 20.5.7 to The Official Plan (Southwest Area Secondary Plan) for the City of London to permit a minimum density of 6.4 units per hectare on the site (whereas a minimum density of 15 units per hectare is required);

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 7098-7118 Kilbourne Road.

C. BASIS OF THE AMENDMENT

Section 20.5.7 of The Official Plan is the Southwest Area Secondary Plan which includes more specific policy guidance for the plan area. The recommended amendment will permit a reduced density than what is permitted by the Southwest Area Secondary Plan policies.

D. THE AMENDMENT

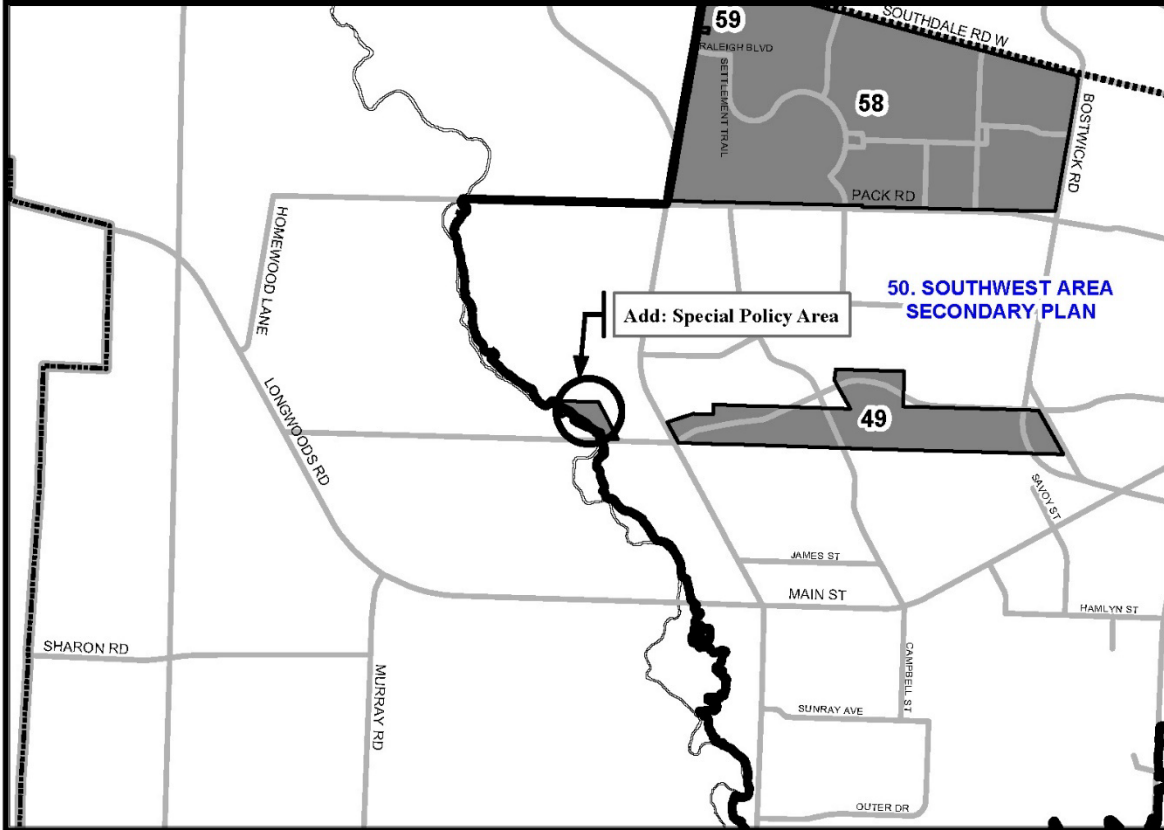
The Official Plan for the City of London is hereby amended as follows:

1. Section 20.5.7.1.iii “North Lambeth, Low Density Residential – Residential Built Form and Intensity” of The Official Plan – Southwest Area Secondary Plan for the City of London is amended by adding the following:


7098-7118 Kilbourne Road

For the single detached dwellings within the vacant land condominium development, notwithstanding policy 20.5.7.1.iii.a), for minimum density, a minimum density of 6.4 units per hectare will be permitted on this site.





AMENDMENT NO:



**LEGEND**

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

**BASE MAP FEATURES**

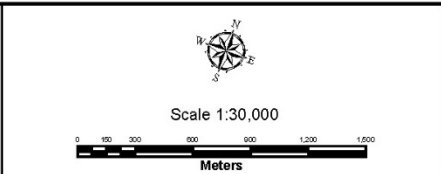
-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

*This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.*

**SCHEDULE 1  
TO  
THE LONDON PLAN**

AMENDMENT NO. \_\_\_\_\_

PREPARED BY: Planning Services

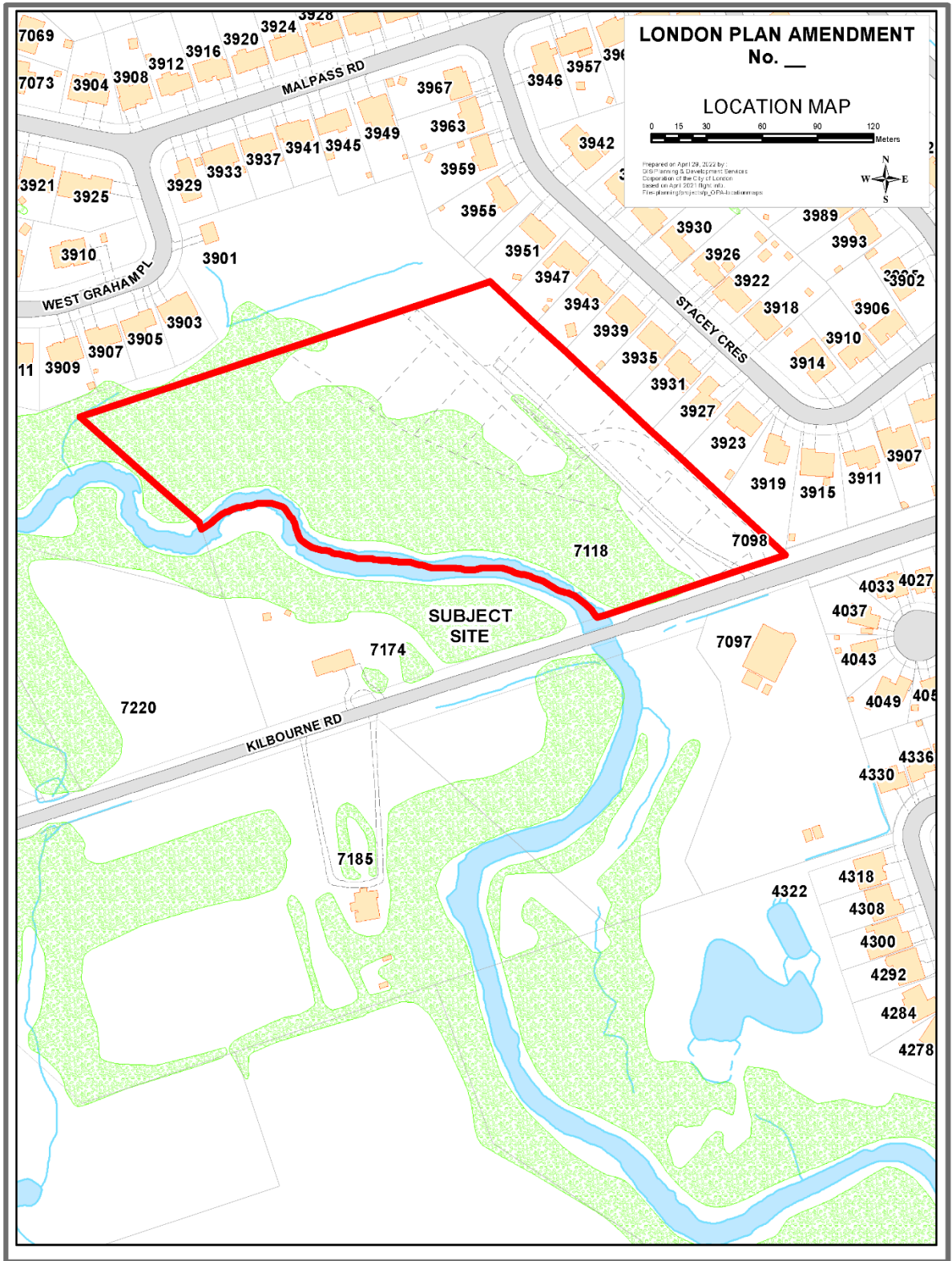


FILE NUMBER: 39CD-19518/OZ-9161

PLANNER: SM

TECHNICIAN: RC

DATE: 4/19/2022



Bill No. 367  
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan relating to  
4452 Wellington Road South.

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

1. Amendment No. \_\_\_\_ to The Official Plan, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 17, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

**AMENDMENT NO.  
to the  
OFFICIAL PLAN FOR THE CITY OF LONDON (2016)**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to change the designation of a portion of the subject lands from a Shopping Area Place Type to a Light Industrial Place Type on Map 1 – Place Types, and to amend section 1565\_5 of The Official Plan, List of Secondary Plans - Southwest Area Secondary Plan, by changing the designation of a portion of the subject lands from Commercial to Industrial on Schedule 4 Southwest Area Land Use Plan, and Schedule 17 Wellington Rd/Hwy 401 Land Use Designations.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 4452 Wellington Road South in the City of London.

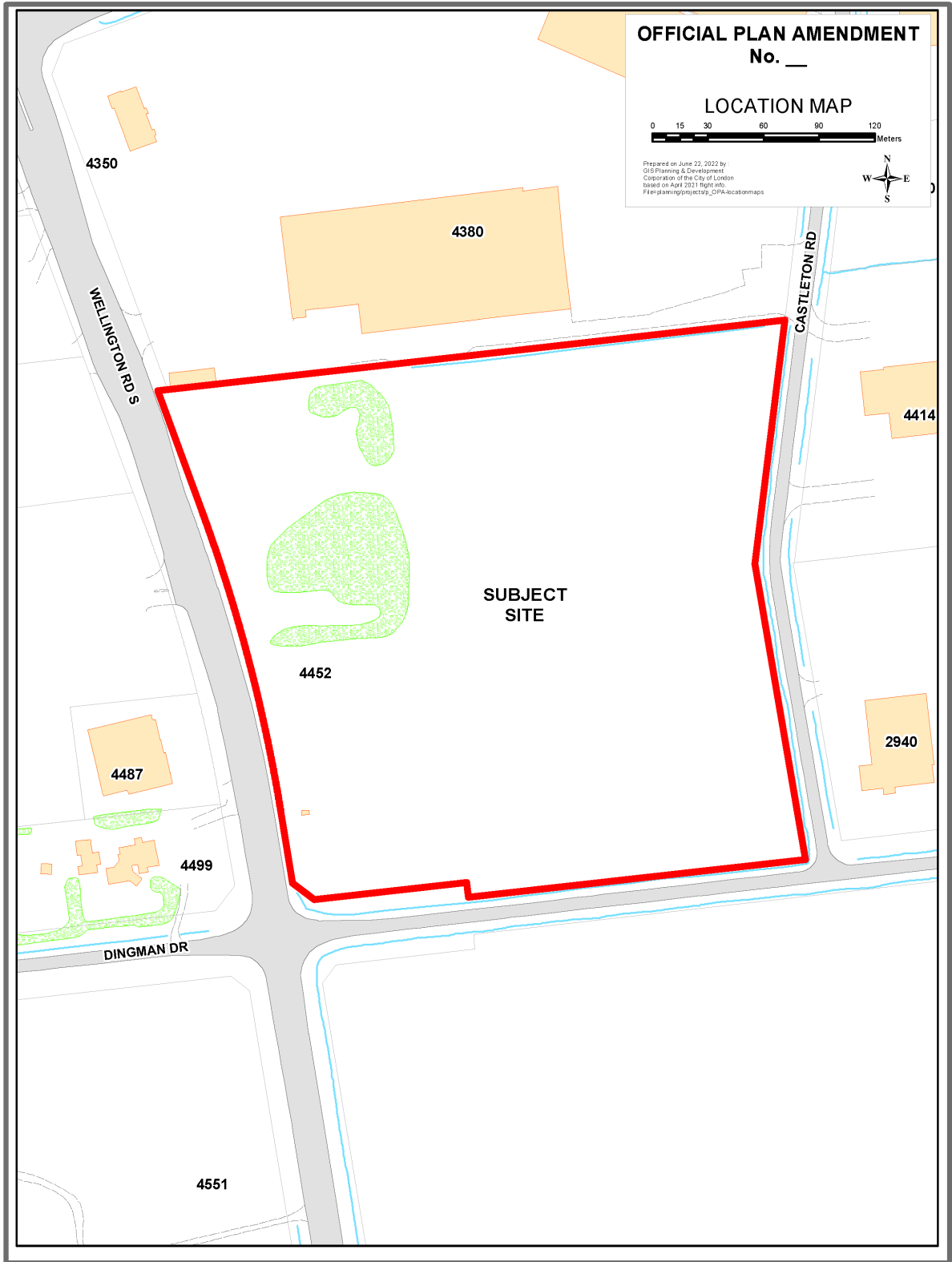
C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the PPS and the in-force policies of The Official Plan and the Southwest Area Secondary Plan. The recommended amendment facilitates the development of a site within the Wellington Road/ Highway 401 Neighbourhood. while retaining a portion of the sight for future commercial uses. The recommended use will contribute to the supply of employment lands and industrial uses within the area and is intended to support the transport of goods while being in in close proximity (1 kilometre) to Highway 401, allowing easy access for the proposed transport terminal.

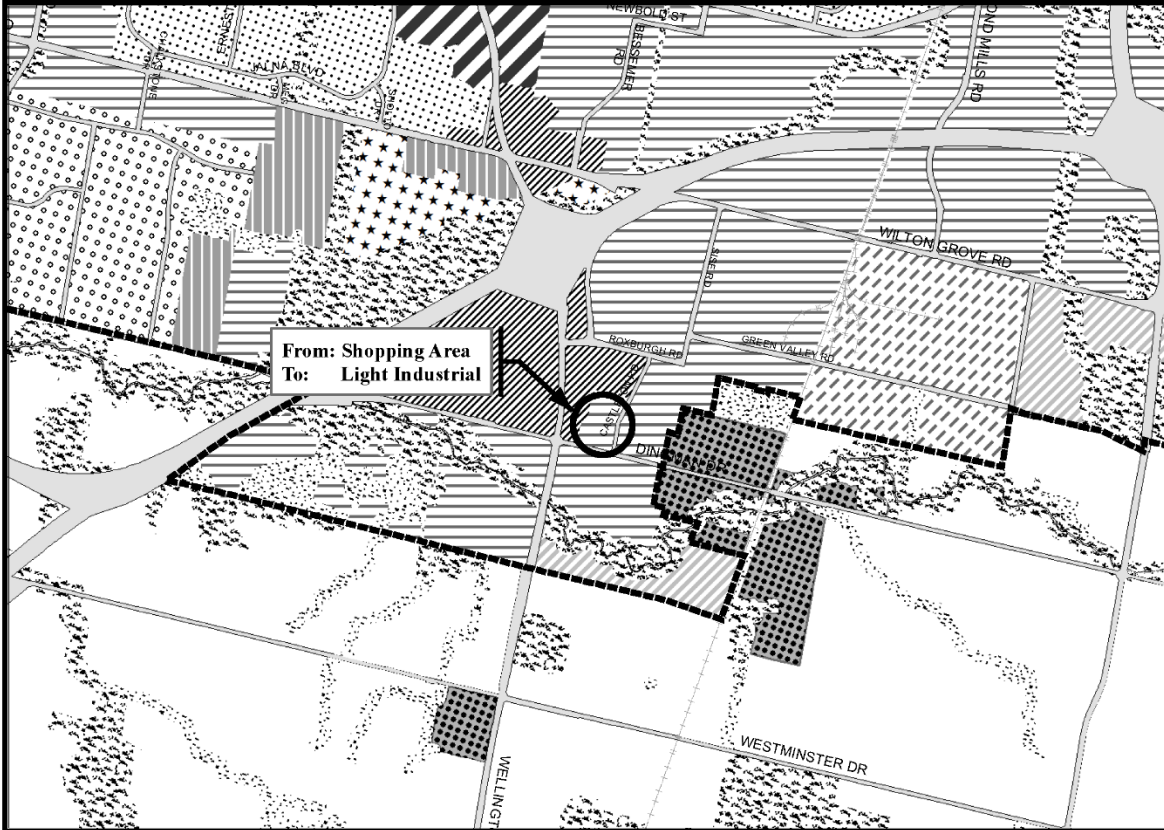
D. THE AMENDMENT

The Official Plan is hereby amended as follows:

1. Map 1 – Place Types, of The Official Plan is amended by redesignating a portion of the subject lands, as indicated on “Schedule 1” attached hereto from a Shopping Area Place Type to a Light Industrial Place Type.
2. Section 1565\_5 of The Official Plan, List of Secondary Plans - Southwest Area Secondary Plan, Schedule 4 Southwest Area Land Use Plan, and Schedule 17 Wellington Rd/Hwy 401 Land Use Designations is amended by redesignating a portion of the subject lands, as indicated on “Schedule 2” attached hereto from Commercial to Industrial.





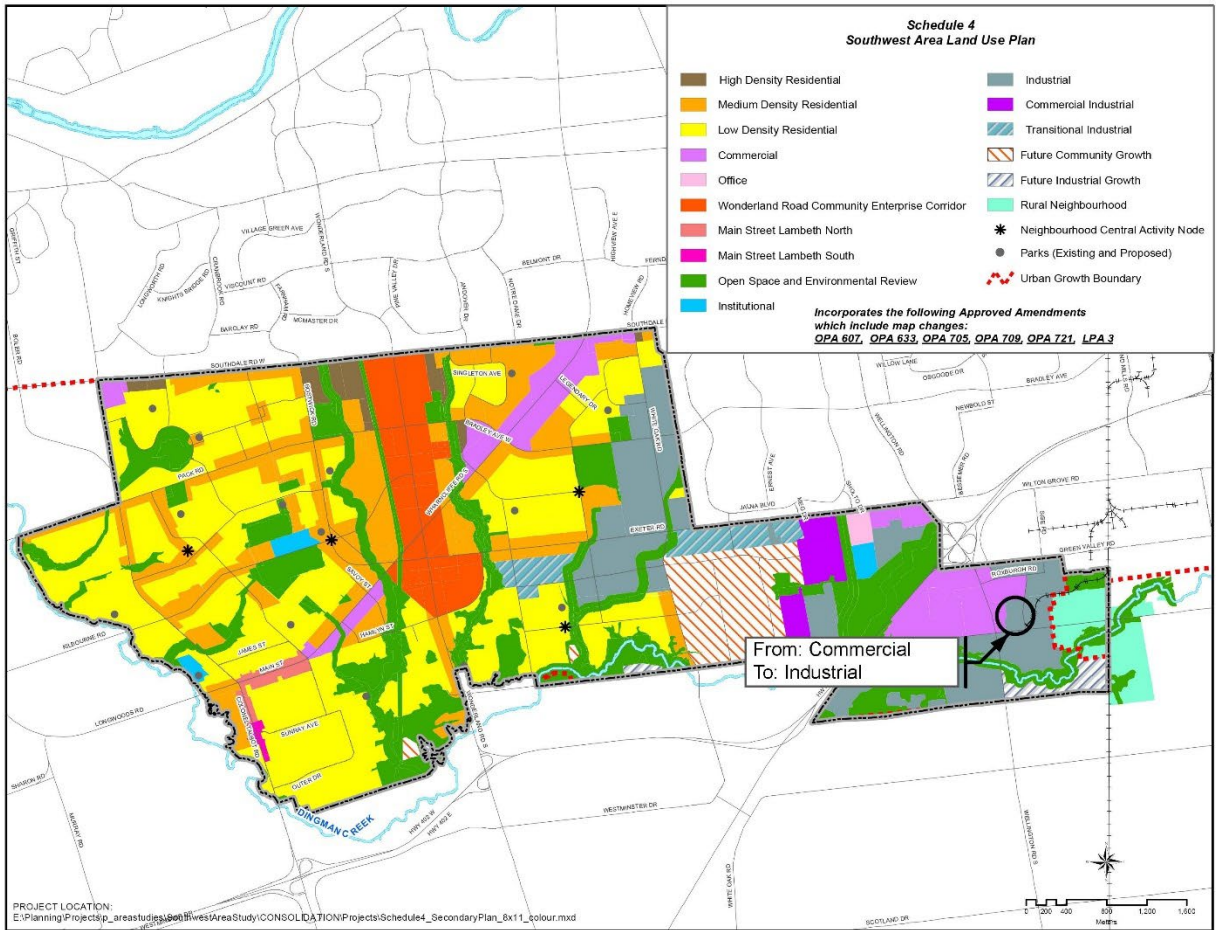


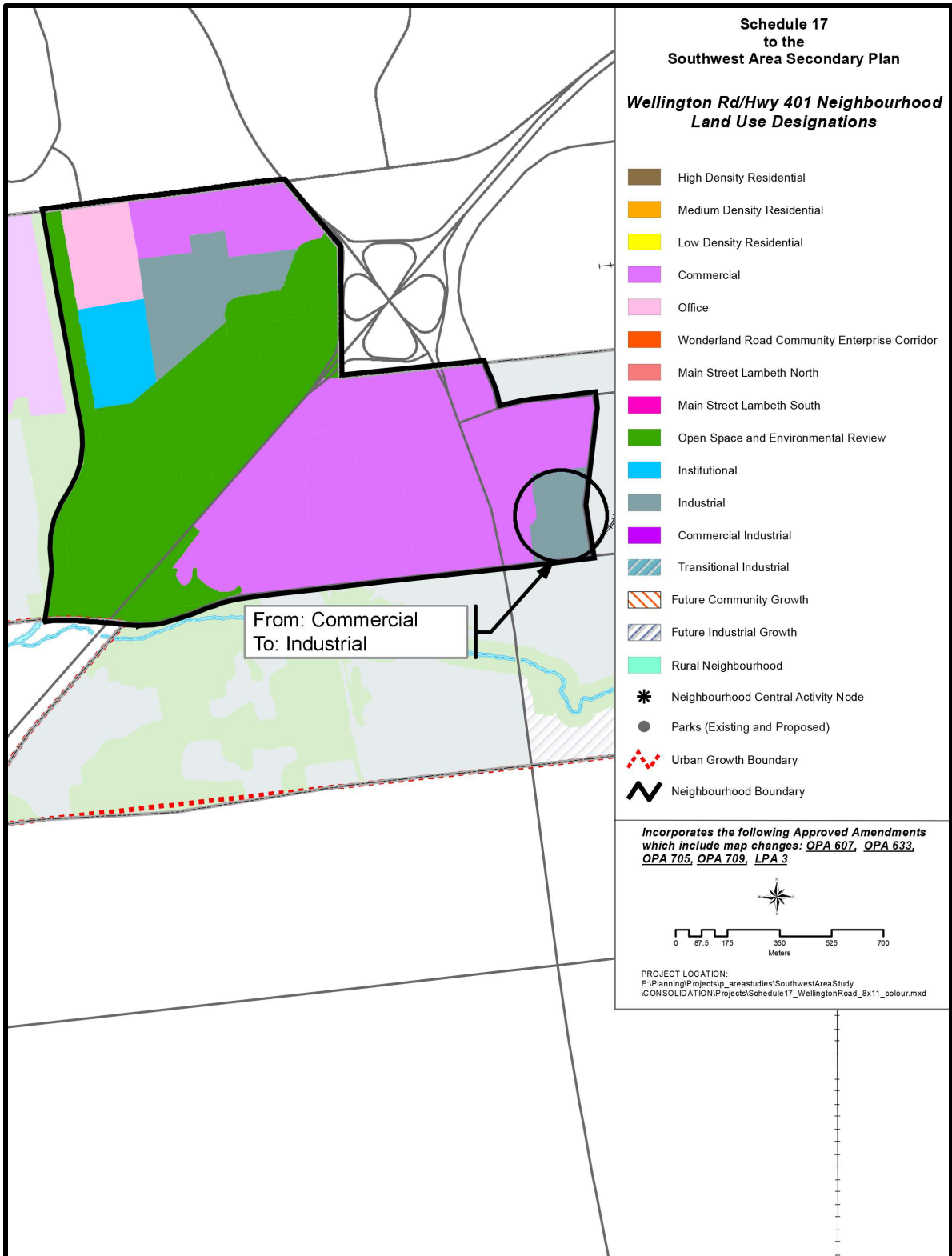
**Legend**

	Downtown		Future Community Growth		Environmental Review
	Transit Village		Heavy Industrial		Farmland
	Shopping Area		Light Industrial		Rural Neighbourhood
	Rapid Transit Corridor		Future Industrial Growth		Waste Management Resource Recovery Area
	Urban Corridor		Commercial Industrial		Urban Growth Boundary
	Main Street		Institutional		
	Neighbourhood		Green Space		

*This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.*

<p><b>SCHEDULE 1 TO</b></p> <p>OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning &amp; Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p><b>FILE NUMBER:</b> OZ-9497</p> <p><b>PLANNER:</b> NP</p> <p><b>TECHNICIAN:</b> RC</p> <p><b>DATE:</b> 9/7/2022</p>
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Bill No. 368  
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the  
City of London, 2016 relating to the McCormick  
Area Secondary Plan.

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

1. Amendment No. \_\_\_\_ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c. P.13.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

**AMENDMENT NO.  
to the  
OFFICIAL PLAN FOR THE CITY OF LONDON (2016)**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To remove two segments of the “Potential Connection” identified on Schedule 1 “Community Structure Plan” of the McCormick Area Secondary Plan and add a new segment of the “Potential Connection” identified on Schedule 1 “Community Structure Plan”.
2. To revise policy 20.8.2.2 Connectivity within the Community Structure of the McCormick Area Secondary Plan to recognize the topography challenges of the McCormick Factory site (i.e. steep slope coming down from Ashland Avenue across the property), and to assist in implementing future development proposals.
3. To remove one segment of the “Future Publicly Accessible Connection” identified on Schedule 3 “Street Hierarchy” of the McCormick Area Secondary Plan and add a new segment of the “Future Publicly Accessible Connection” identified on Schedule 3 “Street Hierarchy”.

B. LOCATION OF THIS AMENDMENT

1. This Amendment applies to lands located at 1156 Dundas Street in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is generally consistent with the policies of the *Provincial Policy Statement, 2020*, it conforms to the in-force policies of *The Official Plan* for the City of London, and are appropriate in order to facilitate the proposed Draft Plan of Subdivision. The recommended housekeeping amendment would ensure clearer interpretation of the Secondary Plan and to assist in implementing future development proposals.

D. THE AMENDMENT

The Official Plan is hereby amended as follows:

1. Schedule 1, Community Structure Plan, to the McCormick Area Secondary Plan is amended by changing the “Potential Connection” of those lands located 1156 Dundas Street in the City of London, as indicated on “Schedule 1” attached hereto to remove two segments of the “Potential Connection” extending west from Sparton Street between Ashland Avenue and McCormick Boulevard and extending west from Osborne Street between Ashland Avenue and McCormick Boulevard. A new segment of the “Potential Connection” will be added between Ashland Avenue and McCormick Boulevard.
2. 20.8.2.2 Connectivity within the Community Structure, to the McCormick Area Secondary Plan is deleted in its entirety, and replaced with the following:

The McCormick Area Secondary Plan area is located between two well-established residential neighbourhoods. Their residential street patterns are considerably finer than that existing in the Secondary

Plan area; opportunities should be explored to create new public connections to increase the walkability of the area.

The extension of Gleeson Street presents the best opportunity for creating a new public street connection, as there are currently no structures that would prevent the construction of this street extension. The creation of other east-west local streets as public connections, either in the form of public streets or public pathways, are also ideal opportunities to provide new linkages when the sites redevelop.

Better access to the northern extent of the Secondary Plan area can be gained by creating a publicly accessible connection from Dundas Street over the CP Rail corridor. This connection would create the opportunity to link to McCormick Park, the green space to the north. A pedestrian linkage would require an overpass to cross the rail corridor to create a safe connection.

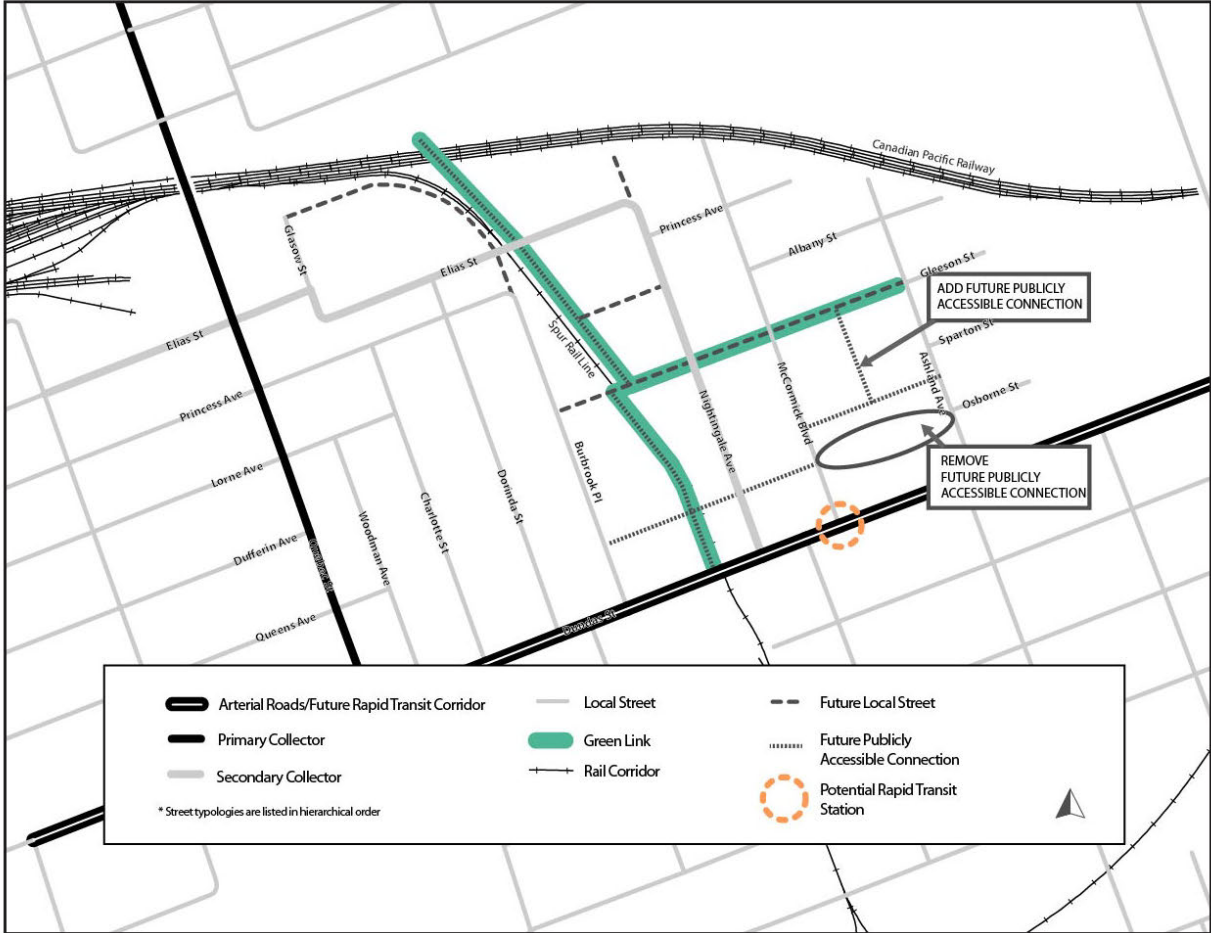
The intent of these connections should be maintained, however the exact location may be modified to accommodate new development as needed. Additional connections can be included even if not identified on Schedule 1.

3. Schedule 3, Street Hierarchy, to the McCormick Area Secondary Plan is amended by changing the “Future Publicly Accessible Connection” of those lands located 1156 Dundas Street in the City of London, as indicated on “Schedule 2” attached hereto to remove one segment of the “Future Publicly Accessible Connection” extending west from Osborne Street between Ashland Avenue and McCormick Boulevard. A new segment of the “Future Publicly Accessible Connection” will be added between Ashland Avenue and McCormick Boulevard.



<p><b>CITY OF LONDON</b>  <b>McCormick Area</b>  <b>Secondary Plan</b>  <b>AMENDMENT NO: __</b>          PREPARED BY: Planning &amp; Development</p>		<p><b>File Number:</b> Z-9524/39T-21508  <b>Planner:</b> MJ  <b>Technician</b> RC  <b>Date:</b> 2022/9/14</p>
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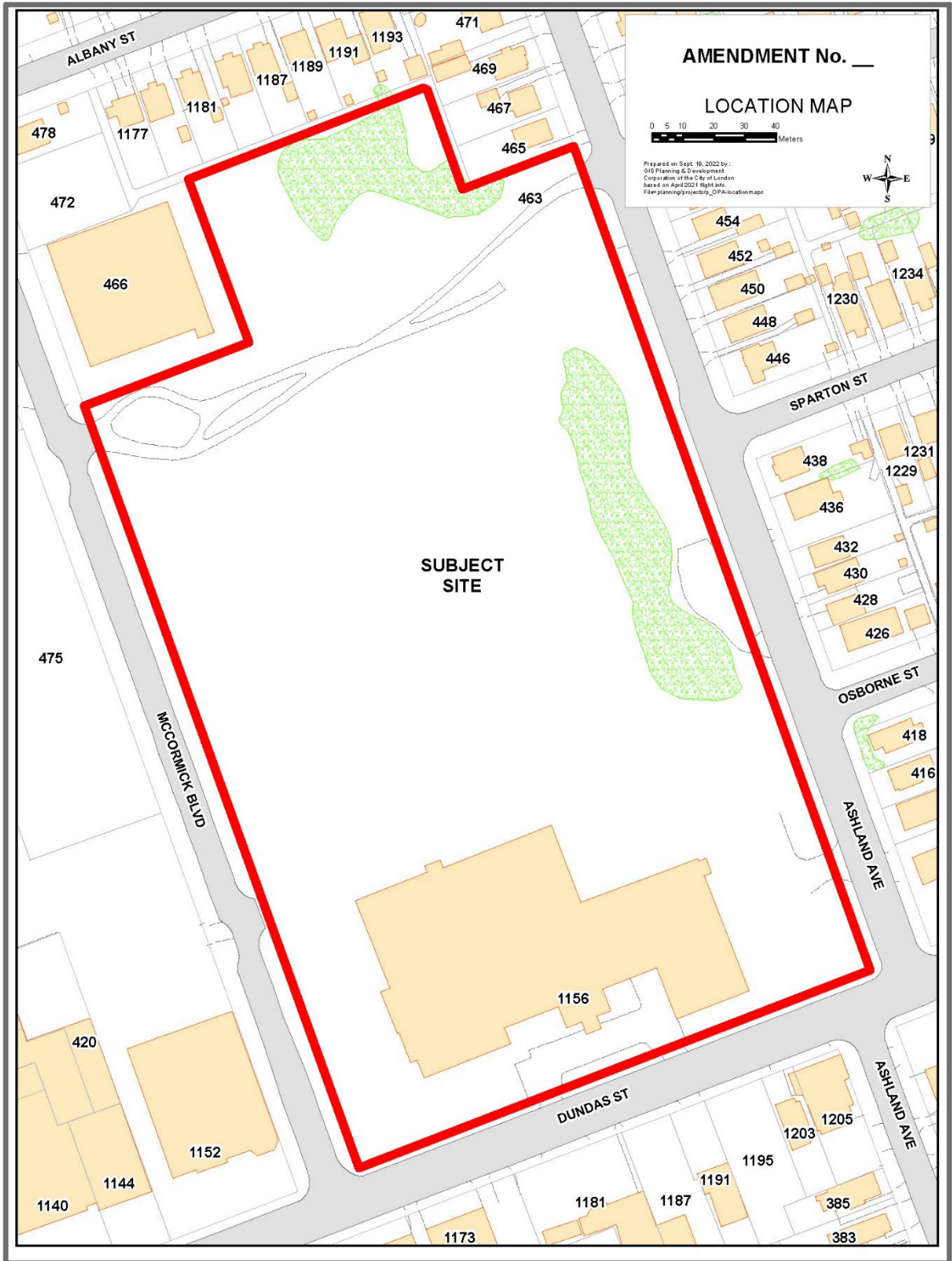
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<p><b>CITY OF LONDON</b>  <b>McCormick Area</b>  <b>Secondary Plan</b>  <b>AMENDMENT NO: __</b>          PREPARED BY: Planning &amp; Development</p>		<p><b>File Number:</b> Z-9524/39T-21508  <b>Planner:</b> MJ  <b>Technician:</b> RC  <b>Date:</b> 2022/9/14</p>
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Bill No. 369  
2022

By-law No. L.-130( )-\_\_

A by-law to amend By-law No. L.-130-71 entitled "A By-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles for hire and accessible vehicles for hire, owners and brokers".

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, as amended, provides that a municipality may pass a by-law respecting: in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business licensing;

AND WHEREAS pursuant to the provisions of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses; and,

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. L.-130-71 to reference fees and charges in the Fees and Charges By-law;

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

1. Subsection 5.2(a) of By-law No. L.-130-71 is amended by deleting the phrase "Schedule '5' of this By-law" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time, which fee is non-refundable".
2. Subsection 6.2(a) of By-law No. L.-130-71 is amended by deleting the phrase "Schedule '5' of this By-law" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".
3. Subsection 9.1(b) of By-law No. L.-130-71 is amended by deleting the phrase "Schedule '5'" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".
4. Section 12.4 of By-law No. L.-130-71 is amended by deleting the phrase "in this By-law" and replacing it with the phrase "in the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".
5. Subsection 13.7(d) of By-law No. L.-130-71 is amended by deleting the phrase "in this By-law" and replacing it with the phrase "in the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".
6. Section 17.1 of By-law No. L.-130-71 is amended by deleting the phrase "Schedule '5' of this By-law" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".

7. Section 2.2 in Schedule 4 of By-law No. L.-130-71 is amended by deleting the phrase “Schedule ‘5’” and replacing it with the phrase “the City’s Fees and Charges By-law, as it is amended or repealed and replaced from time to time”.

8. By-law No. L.-130-171 is amended by deleting Schedule 5 – Fees in its entirety.

9. This by-law shall come into force and effect on January 1, 2023.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

Bill No. 370  
2022

By-law No. L.-131( )-\_\_

A by-law to amend By-law No. L.-131-16  
entitled "A by-law to provide for the Licensing  
and Regulation of Various Businesses".

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, as amended, provides that a municipality may pass a by-law respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business licensing;

AND WHEREAS pursuant to the provisions of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. L.-131-16 to reference fees and charges in the Fees and Charges By-law;

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

1. Subsection 6.2(a) of By-law No. L.-131-16 is amended by deleting the phrase "Schedule '1' of this By-law" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".
2. Subsection 8.7(d) of By-law No. L.-131-16 is amended by deleting the phrase "Schedule 1 attached to this By-law" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time".
3. Section 10.1 of By-law No. L.-131-16 is amended by deleting the phrase "Schedule 1 of this By-law" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time,".
4. Section 10.2 of By-law No. L.-131-16 is amended by deleting the phrase "Schedule 1" and replacing it with the phrase "the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time,".
5. By-law No. L.-131-16 is amended by deleting section 10.3 in its entirety and replacing it with the following new section 10.3:

"10.3 All inspection fees related to this by-law shall be paid in accordance with the City's Fees and Charges By-law, as it is amended or repealed and replaced from time to time."

6. By-law No. L.-131-16 is amended by deleting Schedule 1 (Business Licence Fees) in its entirety and inserting instead the following phrase “Schedule 1 [deleted]”.

7. This by-law shall come into force and effect on January 1, 2023.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

Bill No. 371  
2022

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Saddlerock Avenue)

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

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Saddlerock Avenue, namely:

“All of the 0.3m Reserve at the southerly limit of Buroak Drive on Registered Plan 33M-750, in the City of London and County of Middlesex, designated as Block 130 on Registered Plan 33M-750.”

and

“All of the 0.3m Reserve at the southerly limit of Buroak Drive on Registered Plan 33M-750, in the City of London and County of Middlesex, designated as Block 132 on Registered Plan 33M-750.”

2. This by-law comes into force and effect on the day it is passed.

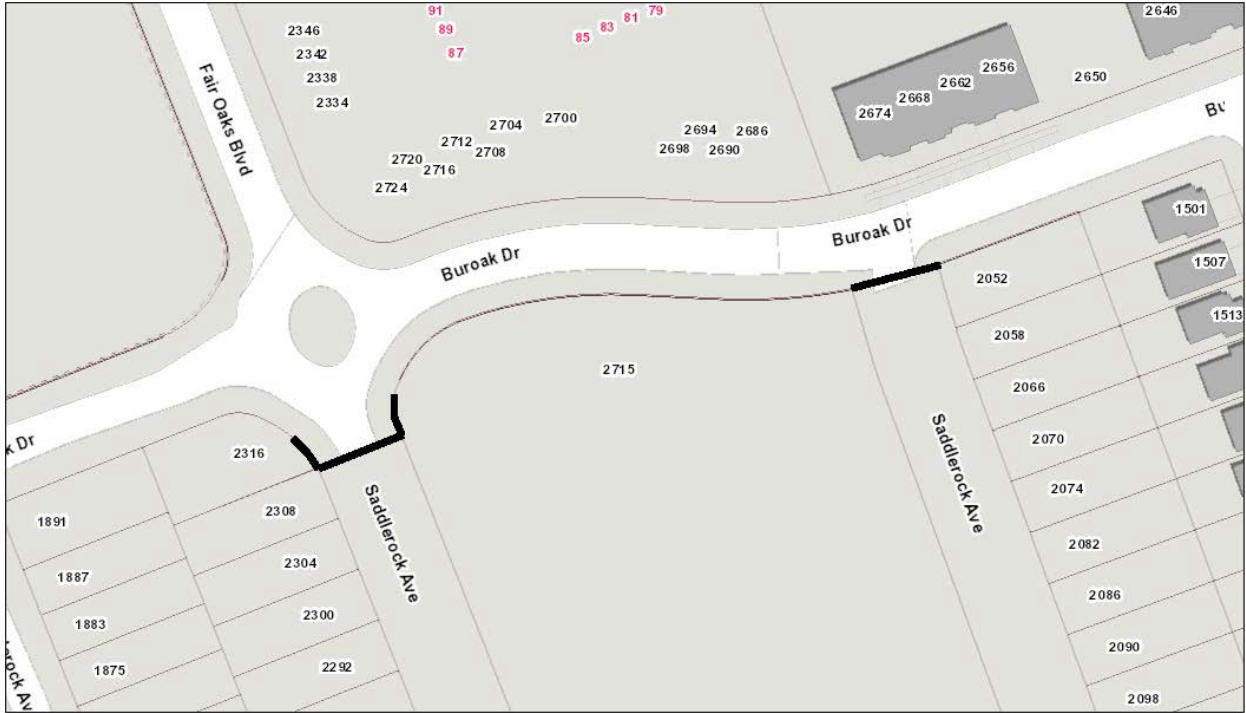
PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

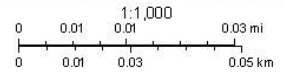
First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

# LOCATION MAP



9/28/2022, 1:17.03 PM

————— SUBJECT LANDS



Bill No. 372  
2022

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Petty Road)

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

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Petty Road, namely:

“All of the 0.3m Reserve at the southerly limit of Petty Road on Registered Plan 33M-795, in the City of London and County of Middlesex, designated as Block 77 on Registered Plan 33M-795.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

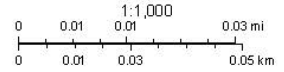
First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022



# LOCATION MAP



9/29/2022, 9:41:34 AM



— SUBJECT LANDS

The Corporation of the City of London  
Corporation of the City of London | Produced For: Eurotunnel & Engineering Services - Transportation Planning & Design | Produced by: Eurotunnel & Engineering Services - Geomatics | Corporation of the City of London | Corporation of the City of London | Produced by: Eurotunnel & Engineering Services

Bill No. 373  
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 Oxford Street West, west of Westdel Bourne)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND 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 Oxford Street West, west of Westdel Bourne, namely:

“Part of Lots 9 and 10, Registrar’s Compiled Plan No. 376 (Geographic Township of Delaware) in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21244.”

2. This by-law comes into force and effect on the day it is passed.

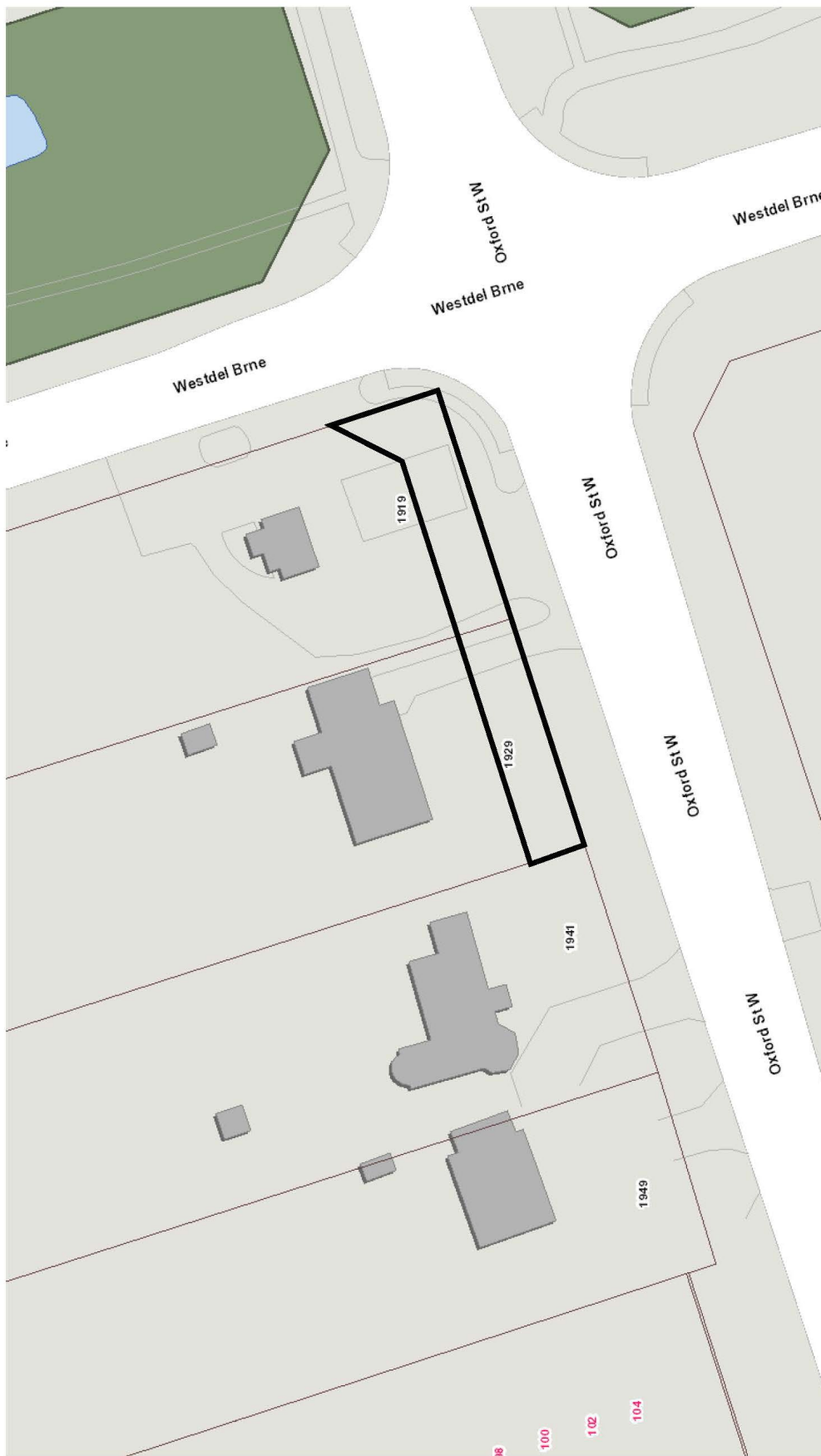
PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

# Location Map



 SUBJECT LANDS

Bill No. 374  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 2810 Roxburgh  
Road

WHEREAS Harpreet Singh (2309529 Ontario Inc.) has applied to rezone  
an area of land located at 2810 Roxburgh 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 2810 Roxburgh Road, as shown on the attached map comprising  
part of Key Map No. A112, from a Light Industrial (LI2) Zone **TO** a Light Industrial  
Special Provision (LI6(\_)) Zone.
- 2) Section Number 40.4 of the Light Industrial (LI6) Zone is amended by adding the  
following Special Provisions:

LI6 (_)	2810 Roxburgh Road
a)	Regulations
i)	Interior Side Yard Depth (Minimum) 4.5 metres (14.8 feet)
ii)	Front Yard and Rear Yard Depth (Minimum) 6.0 metres (19.6 feet)
iii)	Landscaped Open Space (%) (Minimum) 18
iv)	Screening Requirements No open storage area shall be visible from any street or from any adjacent lot. All open storage areas shall be screened by a landscaped planting strip containing an opaque fence, wall or other opaque barrier not less than 2.0 metres (6.6 ft.) in height.

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.

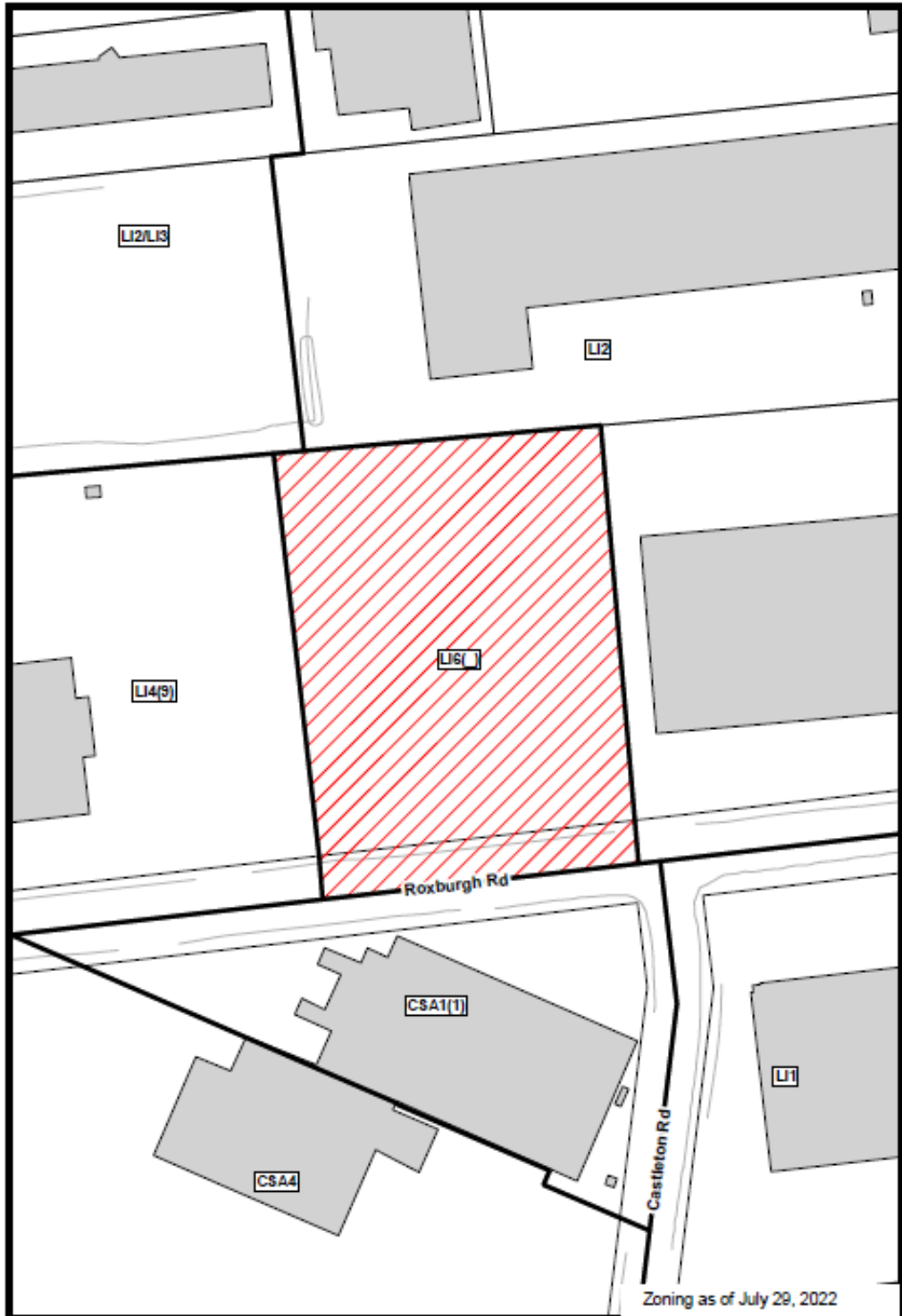
PASSED in Open Council on October 17, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



Bill No. 375  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 16 Wethered Street.

WHEREAS 24457277 Ontario Inc. has applied to rezone an area of land located at 16 Wethered Street, 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 16 Wethered Street, as shown on the attached map comprising part of Key Map No. A103, from a Residential R1 (R1-6) Zone **TO** a Residential R5 Special Provision (R5-4(\_)) Zone.
- 2) Section Number 9.4 of the Residential R5 (R5-4) Zone is amended by adding the following Special Provision:
  - ) R5-4( ) 16 Wethered Street
    - a) Permitted Use
      - i) Townhouse Dwelling
    - b) Regulations
      - i) Front Yard Depth 5.0 metres (16.4 feet)  
(Minimum)
      - ii) Height 10.5 metres (34.4 feet)  
(Maximum)
      - iii) A minimum of 2 street-oriented units shall be required along Wethered Street
      - iv) The front face and primary entrance of dwellings shall be oriented to adjacent streets with garages internal to the site accessed by the internal drive-aisle.

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.

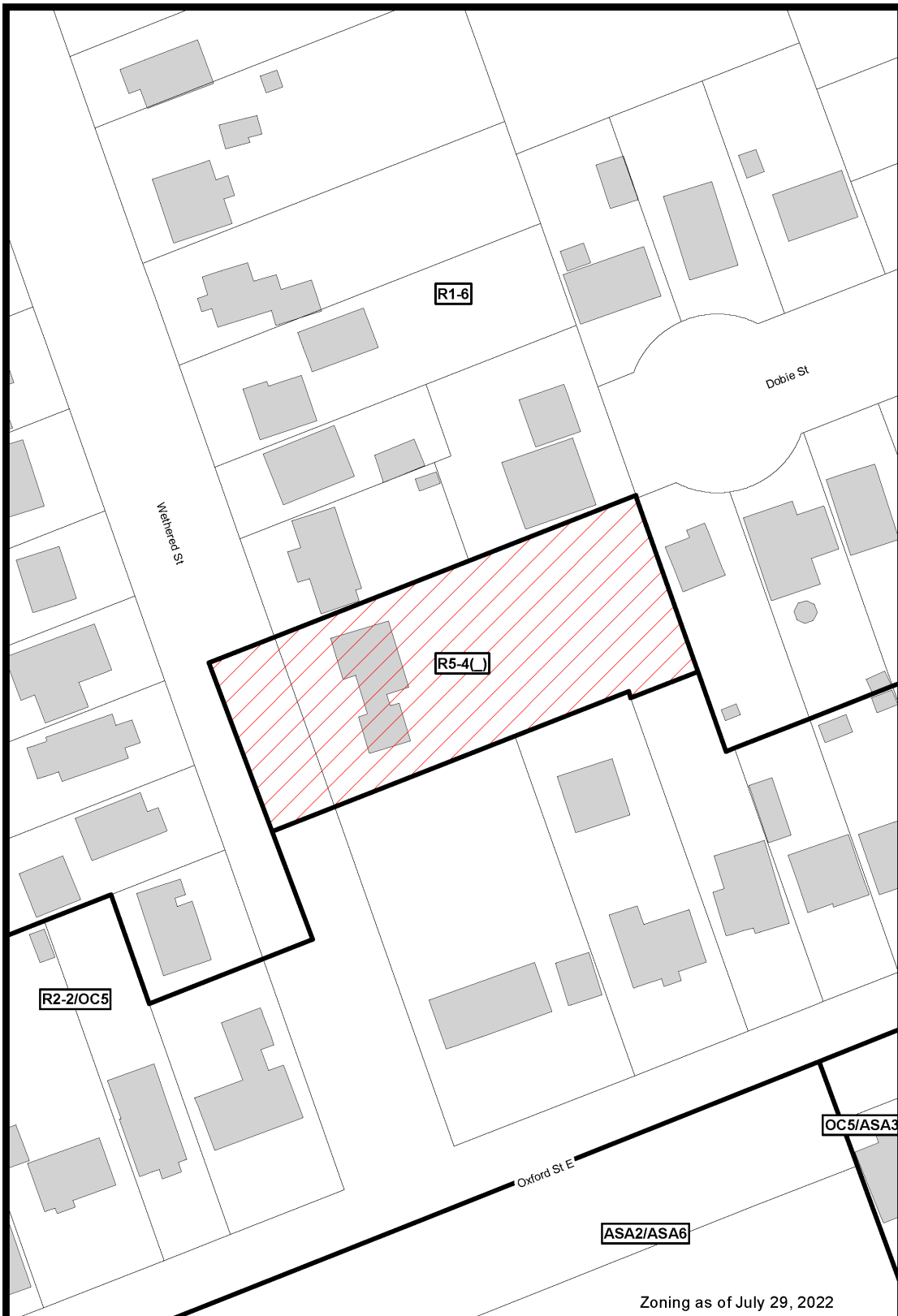
PASSED in Open Council on October 17, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9309  
Planner: OA  
Date Prepared: 2022/09/07  
Technician: rc  
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 376  
2022

By-law No. Z.-1-22

A by-law to amend the Zoning By-law Z.-1 for the City of London, 1993, relating to the regulation of Seasonal Outdoor Patios associated with a Restaurant or Tavern.

WHEREAS The Corporation of the City of London has applied to amend the General Provisions of the Zoning By-law Z-1, 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 4.18 (Outdoor Patio Associated with a Restaurant or Tavern) is amended by deleting 6) SEASONAL OUTDOOR PATIOS and replacing it with the following:
  - 6) SEASONAL OUTDOOR PATIOS
    - a) No seasonal outdoor patio shall be permitted for more than a total of eight months in a calendar year;
    - b) All structures, appurtenances or physical extensions associated with a seasonal outdoor patio are not permitted for more than a total of eight months in a calendar year;
    - c) Notwithstanding Sections 4.18(1), any seasonal outdoor patio shall not exceed a CAPACITY of 1.11 square metres per person;
    - d) Notwithstanding Section 4.18(2), seasonal outdoor patios shall be setback a minimum of 6.0 metres from any residential zone which is not in combination with another zone;
    - e) Notwithstanding Section 4.18(5), there is no parking requirement for seasonal outdoor patios;
    - f) Notwithstanding Section 4.19, seasonal outdoor patios are permitted within required parking spaces for commercial uses;
    - g) No seasonal outdoor patio shall be located within required parking spaces for residential dwelling units; and,
    - h) No seasonal outdoor patio shall be located within an accessible parking space. Vehicular access to any such parking space shall not be impeded by any obstruction associated with a seasonal outdoor patio.

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 October 17, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022



Bill No. 377  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 7098-7118 Kilbourne Road.

WHEREAS Bluestone Properties Inc. has applied to rezone an area of land located at 7098-7118 Kilbourne Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_\_ this rezoning will conform to The London Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 7098-7118 Kilbourne Road, as shown on the attached map comprising part of Key Map No. A.110, from Holding Open Space (h-2\*OS4), and an Open Space (OS5) Zone, to a Residential Special Provision R6 (R6-1(\*)) Zone and an Open Space (OS5) Zone.
- 2) Section Number 10.4 of the Residential R6 (R6-5) Zone is amended by adding the following Special Provision:

R6-5(*)	7098-7118 Kilbourne Road	
a)	Regulation[s]	
i)	Height	2.5 storey (maximum)
ii)	Lot Coverage	30% (maximum)
iii)	Lot Frontage	22m (minimum)
iv)	Rear Yard Depth for units 7 and 8	1.2m (minimum)

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.

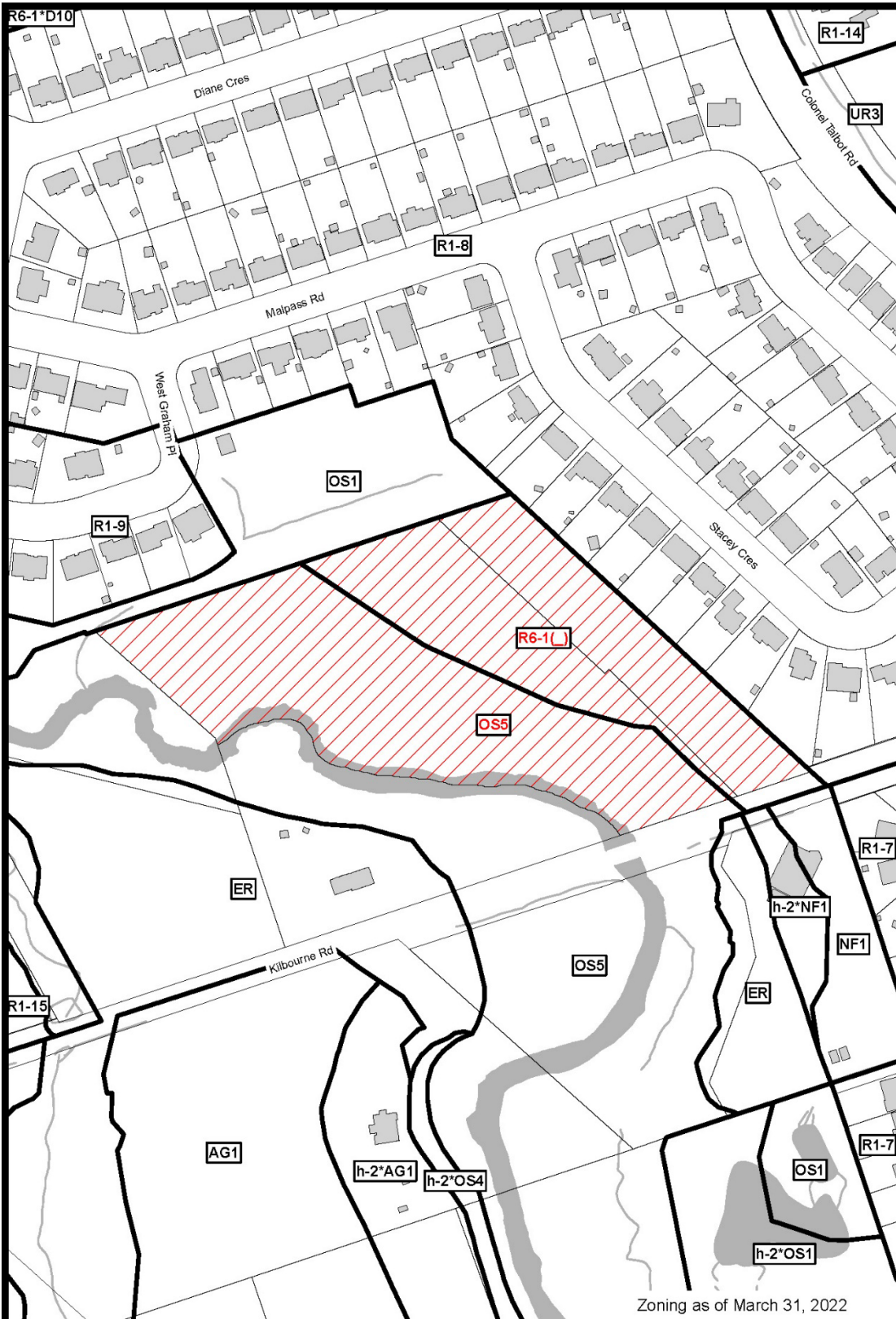
PASSED in Open Council on October 17, 2022



Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: 39CD-19518/OZ-9161                  Planner: SM                  Date Prepared: 2022/04/12                  Technician: rc                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters</p> 
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Geodatabase

Bill No. 378  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4452 Wellington Road South.

WHEREAS MHBC Planning on behalf of 2858637 Ontario Inc. have applied to rezone an area of land located at 4452 Wellington Road South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of London Plan Amendment Number \_\_\_\_ this rezoning will conform to The London Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 4452 Wellington Road, as shown on the attached map comprising part of Key Map No. A112, from a Holding Associated Shopping Area Commercial (h-17\*ASA1/ASA2/ASA6) Zone to a Holding Light Industrial (h-17\*LI6) Zone, and an Environmental Review (ER) Zone.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

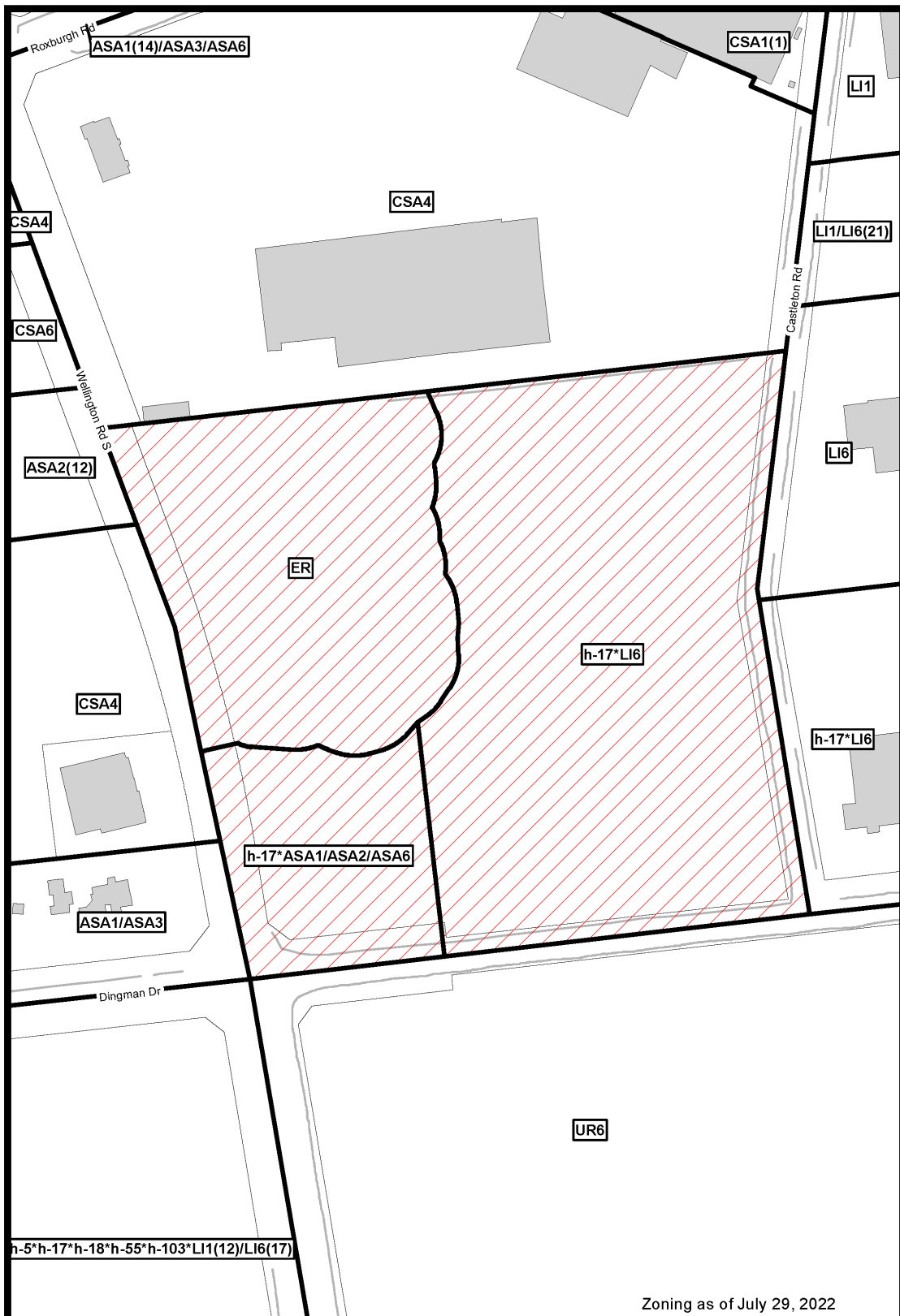
PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of July 29, 2022

File Number: OZ-9497  
 Planner: NP  
 Date Prepared: 2022/09/07  
 Technician: RC  
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters



Geodatabase

Bill No. 379  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1033 Dundas Street.

WHEREAS Drygas Properties Inc. have applied to rezone an area of land located at 1033 Dundas Street, 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 1033 Dundas Street, as shown on the attached map comprising part of Key Map No. A108, from a Business District Commercial (BDC) Zone to a Holding Business District Commercial Special Provision (h-( )\*BDC( )) Zone.
- 2) Section Number 3.8 2) of the Holding "h" Zones section is amended by adding the following Holding Zone:  

h-\_\_ Purpose: To ensure there are no land use conflicts between the rail line and the proposed residential uses, the "h-( )" shall not be deleted until the owner agrees to implement all noise and vibration attenuation measures, recommended in the noise assessment report acceptable to the City of London.
- 3) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following Special Provision:

BDC( ) 1033 Dundas Street

a) Regulations

- |      |                            |   |
|------|----------------------------|---|
| i)   | Front Yard Depth (Minimum) | 0.0 metres (0.0 feet)                                     |
| ii)  | Front Yard Depth (Maximum) | 2.0 metres (6.5 feet)                                     |
| iii) | Density (Maximum)          | 140 units per hectare                                     |
| iv)  | Height (Maximum)           | 5 storeys, or 16.5 metres (54.13 feet), whichever is less |

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 October 17, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



**File Number: Z-9513**  
**Planner: EBP**  
**Date Prepared: 2022/08/18**  
**Technician: RC**  
**By-Law No: Z.-1-**

**SUBJECT SITE** 

**1:800**

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 380  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 366 Hill Street.

WHEREAS 366 Hill Street Inc. has applied to rezone an area of land located at 366 Hill Street, 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 366 Hill Street, as shown on the attached map comprising part of Key Map No. A107, from a Residential R3 (R3-1) Zone, to a Residential R8 Special Provision (R8-4(\_)) Zone.
- 2) Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:
  - ) R8-4( ) 366 Hill Street
    - a) Permitted use
      - i) Stacked townhouse dwellings
    - b) Regulations
      - i) Front Yard Depth (Minimum) 1.0 metres (3.28 feet)
      - ii) Front Yard Depth (Maximum) 3.0 metres (9.84 feet)
      - iii) East Interior Yard Setback for development 3 storeys or less (Minimum) 2.0 metres (6.56 feet)  
  
East Interior Yard Setback for development above 3 storeys (Minimum) 1.2 metres (3.9 feet) per 3 metres (9.8 feet) of main building height or fraction thereof above 3 metres (9.8 feet), but in no case less than 4.5 metres (14.8 feet)
      - iv) Landscape Open Space (Minimum) 29%
      - v) Height 4 storeys, or 13.0 metres (42.7 feet), whichever is less

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 October 17, 2022

Ed Holder  
Mayor


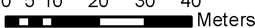

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022



AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9511                  Planner: OA                  Date Prepared: 2022/08/23                  Technician: rc                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,250</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 381  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1156 Dundas Street.

WHEREAS McCormick Villages Inc. has applied to rezone an area of land located at 1156 Dundas Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_\_ this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1156 Dundas Street, as shown on the attached map, **FROM** a Holding Business District Commercial Special Provision (h-5•h-67•h-120•h-149•h-204•h-205•BDC2(11)•D150) Zone, a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)) Zone, a Holding Residential R6 Special Provision (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)•) Zone, a Holding Residential R1 (h-67•h-202•h-203•h-205•R1-2) Zone, and an Open Space (OS1) Zone **TO** a Holding Business District Commercial Special Provision (h•h-5•h-100•h-120•h-149•h-204•h-205•h-•BDC2(11)•D150) Zone, a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•h-\_\_\_\_•h-\_\_\_\_•R6-5(41)•H13.5) Zone, a Holding Residential R6 Special Provision (h•h-5•h-100•h-120•h-149•h-203•h-204•h-205•h-\_\_\_\_•h-\_\_\_\_•R6-5(41)•) Zone, a Holding Residential R4 Special Provision (h•h-5•h-100•h-202•h-203•h-205•h-\_\_\_\_•h-\_\_\_\_•R4-3( )) Zone, and an Open Space (OS1) Zone.
- 2) Section 3.8 of the Holding (h) Zones to By-law No. Z.-1 is amended by adding the following Holding Provisions:

h-\_\_\_\_

Purpose: To ensure the Owner/Developer can demonstrate the existing municipal water system is adequate to support the proposed development and if fire flows required are larger than what is identified in Dillons revised report, it would be a responsibility of the developer to upsize any municipal watermain(s) necessary to meet the fire flow demands required for that development, all to the specifications and satisfaction of the City.

h-\_\_\_\_

Purpose: To encourage street orientated development for the two medium density blocks, the Owner shall prepare a concept plan to demonstrate how the front façade of the buildings can be oriented towards public streets, parks and open spaces, which will be executed by a future development agreement for Blocks 2 and 3 prior to the removal of the "h-\_\_\_\_" symbol.

h-\_\_\_\_

Purpose: To ensure that access easements benefiting adjacent landowners be provided to protect the abutting landowners' access to the rear yards of the units, which will be executed by a future development agreement for Block 4 prior to the removal of the "h-\_\_\_\_" symbol.

- 3) Section Number 8.4 of the Residential R4 Zone is amended by adding the following special provision:

R4-3( )

a) Regulations

- i) Lot Frontage (minimum) 6.7 metres
- ii) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not occupy more than 50% of lot frontage.

- 4) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following special provision to read as follows:

R6-5(41) 1156 Dundas Street

a) Additional Permitted Uses:

- i) Continuum-of-Care Facility
- ii) Retirement Homes
- iii) Senior Citizen apartment buildings

b) Regulations

- i) Parking Standard for Senior Citizen Apartment Building (Minimum) 0.25 spaces per unit
- ii) Parking Standard for Cluster Townhouses (Minimum) 1 parking space per unit
- iii) Parking Standard for Apartment Buildings (Minimum) 1 parking space per unit
- iv) Density (Maximum) 125 units per hectare
- v) Parking Area Setback adjacent to a Pathway Easement (Minimum) 1.5 metres

- 5) Section Number 25.4 of the Business District Commercial Zone is amended by amending the following special provision to read as follows:

BDC2(11) 1156 Dundas Street

a) Additional Permitted Uses

- i) Senior Citizen apartment buildings

b) Regulations

- i) Front Yard Depth (Minimum) 9 metres (29.5 feet)
- ii) Building stepback of 3.0 metres above the height of the building as existing on the date of the passage of this by-law
- iii) Parking Standard for Office uses (Minimum) 1 parking space per 90m<sup>2</sup> (969 sq.ft)

- |     |  |                          |
|-----|--|--------------------------|
| iv) | Parking Standard for Senior Citizen Apartment Building (Minimum) | 0.25 spaces per unit     |
| v)  | Parking Standard for Apartment Buildings (Minimum)               | 1 parking space per unit |
| vi) | Parking Area Setback adjacent to a Pathway Easement (Minimum)    | 1.5 metres               |

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.

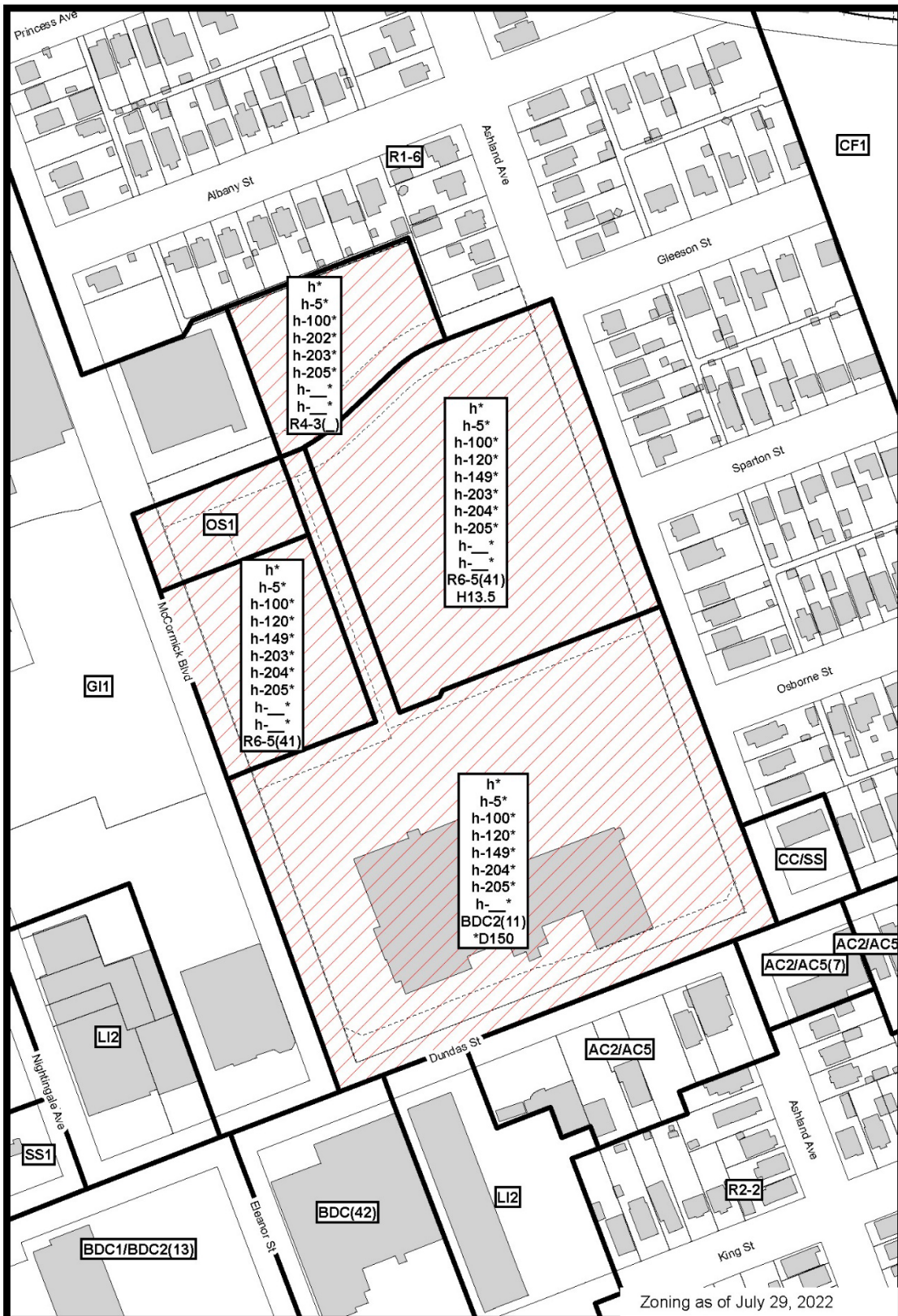
PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor



Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of July 29, 2022

<p>File Number: Z-9524/39T-21508                  Planner: MJ                  Date Prepared: 2022/09/13                  Technician: RC                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters</p> 
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Geodatabase

Bill No. 382  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1156 Dundas Street.

WHEREAS McCormick Villages Inc. has applied to rezone an area of land located at 1156 Dundas Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_\_ this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1156 Dundas Street, as shown on the attached map, to amend the zoning on Block 3 of the proposed draft plan of subdivision **FROM** a Holding Residential R6 (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)) Zone **TO** a Holding Residential R6 (h-5•h-67•h-120•h-149•h-203•h-204•h-205•R6-5(41)•D150) Zone.
- 2) Section Number 10.4 of the Residential R6 Zone is amended by adding the following special provision:

R6-5(41)

b) Regulations

vi)	Height (maximum)	5 storeys
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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.

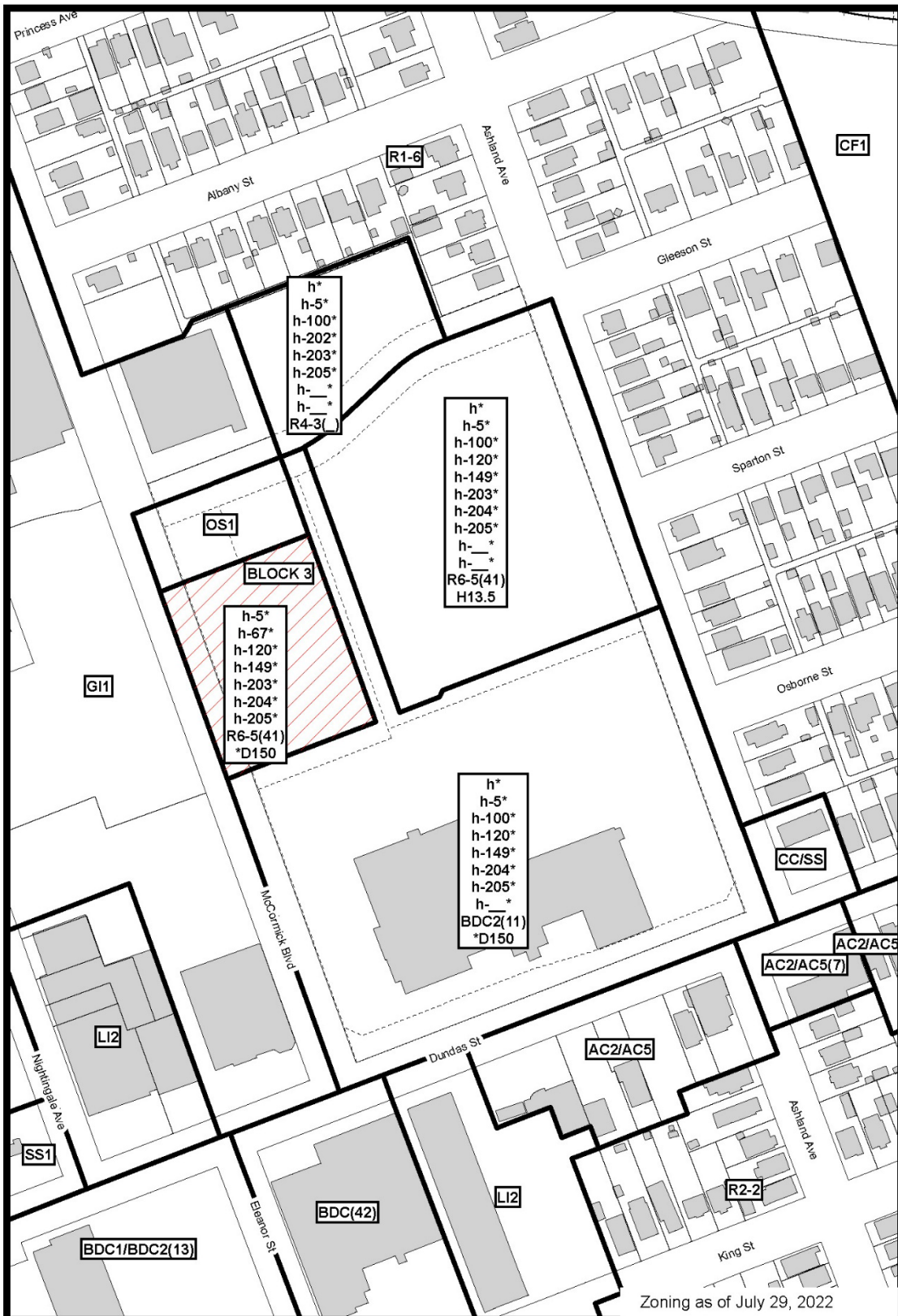
PASSED in Open Council on October 17, 2022.

Ed Holder  
Mayor


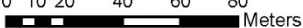

Michael Schulthess  
City Clerk

First Reading – October 17, 2022  
Second Reading – October 17, 2022  
Third Reading – October 17, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of July 29, 2022

<p>File Number: Z-9524/39T-21508                  Planner: MJ                  Date Prepared: 2022/09/13                  Technician: RC                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters </p> <p></p>
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Geodatabase