



Council Agenda Including Addeds

5th Meeting of City Council

February 14, 2023

1:00 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 or 519-661-2489 ext. 2425.

Pages

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

4.1 Litigation/Potential Litigation/Solicitor-Client Privilege

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality, with respect to exotic animals.
(6.1/3/CPSC)

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

A matter pertaining to the proposed or pending lease of a building by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/3/CSC)

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

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

monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/3/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/3/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/3/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/3/CSC)

4.7 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.6/3/CSC)

4.8 Labour Relations/Employee Negotiations/Litigation/Potential Litigation/Matters Before Administrative Tribunals

A matter pertaining to labour relations and employee negotiations, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, concerning the Corporation's associations and bargaining units. (6.7/3/CSC)

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

5.1 4th Meeting held on January 24, 2023

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6. Communications and Petitions

6.1 Exotic Animal Establishments

(Refer to the Community and Protective Services Stage for Consideration with Item #11 (4.1) of the 3rd Report of the Community and Protective Services Committee)

1.	M. Lerner	47
2.	V. Van Linden	48
3.	L. Scott	51
4.	J. Lownie	52
5.	J. Stewart	53
6.	L. Arbing	54
7.	S. Westland	55
8.	J. and P. Taylor	56
9.	<i>(ADDED) C. Kuijpers</i>	57
	(A petition with 265 signatures was received and is on file in the City Clerk's office.)	
10.	<i>(ADDED) I. Denver</i>	58
11.	<i>(ADDED) M. Pitt</i>	60
12.	<i>(ADDED) A. Hey</i>	61
13.	<i>(ADDED) P. and B. Giampa</i>	63
14.	<i>(ADDED) E. Thomas</i>	64
15.	<i>(ADDED) C. Hueston</i>	65
16.	<i>(ADDED) J. Dean</i>	66
17.	<i>(ADDED) R. Marie</i>	67
18.	<i>(ADDED) M. Butcher</i>	68
19.	<i>(ADDED) R. St. Pierre</i>	69
20.	<i>(ADDED) World Animal Protection - M. Hamers</i>	71
21.	<i>(ADDED) L. Brown</i>	75
22.	<i>(ADDED) M. Glasgow</i>	76
23.	<i>(ADDED) B. Samuels, Chair, ESACAC</i>	77
24.	<i>(ADDED) Dr. T. Hubel</i>	80
25.	<i>(ADDED) R. Laidlaw, Zoocheck Inc.</i>	82
26.	<i>(ADDED) D. Blay</i>	84

27.	<i>(ADDED) C. Finn, GM, Tourism London</i>	85
28.	<i>(ADDED) Dr. C. Slonetsky</i>	86
29.	<i>(ADDED) N. Martin</i>	87
30.	<i>(ADDED) F. Brown</i>	88
6.2	Whitehills Neighbourhood Connectivity Plan	
	(Refer to the Civic Works Committee Stage for Consideration with Item #11 (3.3) of the 3rd Report of the Civic Works Committee)	
1.	J. Cline	89
2.	J. McCullagh	90
3.	<i>(ADDED) J. and B. Ginty</i>	91
6.3	Operating Budget	
	(Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item #10 (4.8) of the 8th Report of the Strategic Priorities and Policy Committee)	
1.	Councillors S. Franke and D. Ferreira	92
6.4	489 Upper Queen Street (Z-9540)	
	(Refer to the Planning and Environment Committee Stage for Consideration with Item #10 (3.4) of the 3rd Report of the Planning and Environment Committee)	
1.	R. Bishop / V. Roche	93
2.	J. Zaifman, CEO, LHBA	94
3.	<i>(ADDED) A.M. Valastro</i>	95
6.5	<i>(ADDED) 608 Commissioners Road West</i>	
	(Refer to the Planning and Environment Stage for Consideration with Item 11 (3.5) of the 3rd Report of the Planning and Environment Committee)	
1.	<i>(ADDED) P. and B. Giampa</i>	96
7.	Motions of Which Notice is Given	
8.	Reports	
8.1	3rd Report of the Community and Protective Services Committee	97
1.	Disclosures of Pecuniary Interest	
2.	(2.1) 1st Report of the Accessibility Community Advisory Committee	
3.	(2.2) Next Generation 9-1-1 Authority Service Agreement with Bell Canada (Relates to Bill No. 50)	

4. (2.3) Building Safer Communities Fund (BSCF) Contribution Agreement (Relates to Bill No. 51)
5. (2.4) Parks and Recreation Master Plan Annual Report
6. (2.5) Permanent City of London Indigenous Artwork Collection Source of Financing
7. (2.6) London Fire Department Single Source Call Handling Software
8. (2.7) London Fire Department Single Source for Battery Operated Extrication Equipment - SS-2023-008
9. (2.8) London Fire Department Single Source Stabilization Rescue Struts - SS-2023-009
10. (2.9) Housing Stability Services Purchase of Service Agreement Template (Relates to Bill No. 52)
11. (4.1) Exotic Animal Establishments

8.2 3rd Report of the Civic Works Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) 2nd Report of the Environmental Stewardship and Action Community Advisory Committee
3. (2.2) Consultant Contract Services Increase for the Stanton Drain Trunk Sewer Replacement Project
4. (2.3) 2022 External Audit of London's Drinking Water Quality Management System and 2022 Management Review
5. (2.4) 2022 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System
6. (2.5) Contract Award: Tender No. RFT-2022-248 Rapid Transit Implementation - Wellington Street from Queens Avenue to the Thames River (South Branch) - Irregular Result
7. (2.6) RFP-2022-279 Public Utility Locate Service Contract Award - Irregular Result
8. (2.7) SS-2023-026 - Single Source Purchase of Ravo Street Sweepers
9. (3.1) Glen Cairn Neighbourhood Connectivity Plan
10. (3.2) Grenfell Neighbourhood Connectivity Plan
11. (3.3) Whitehills Neighbourhood Connectivity Plan
12. (4.1) New Sidewalk Project List 2023
13. (4.2) J. Preston, London Transit Commission Specialized Transit for Disabled Londoners
14. (5.1) 2nd Report of the Integrated Transportation Community Advisory Committee

8.3	7th Report of the Strategic Priorities and Policy Committee	114
	1. Disclosures of Pecuniary Interest	
	2. Developing the 2023-2027 Strategic Plan: Setting the Strategic Areas of Focus, Outcomes and Expected Results	
8.4	8th Report of the Strategic Priorities and Policy Committee - Budget	126
	1. Disclosures of Pecuniary Interest	
	2. (2.1) 2023 Annual Budget Update Presentation	
	3. (4.1) Review of Recommended Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)	
	4. (4.2) Review of Recommended Property Tax Capital Budget Amendments (2023 totals rounded to the closest \$1,000)	
	5. (4.3) Review of For Consideration Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)	
	6. (4.4) Review of For Consideration Property Tax Capital Budget Amendment (2023 totals rounded to the closest \$1,000)	
	7. (4.5) Reserves and Reserve Funds Overview	
	8. (4.6) Debt Overview	
	9. (4.7) Reconciliation of the Draft Property Tax Budget to the Public Sector Accounting Board Budget	
	10. (4.8) Operating Budget	
	11. (4.9) Capital Budget	
	12. (4.10) By-laws Regarding Tax Levy, Operating and Capital Budgets (Relates to Bill No. 54)	
	13. (4.11) Review of Recommended Water Budget Amendments (2023 totals rounded to the closest \$1,000)	
	14. (4.12) Water Reserves/Reserve Funds Overview	
	15. (4.13) Reconciliation of the Draft Water Budget to the Public Sector Accounting Board Budget	
	16. (4.14) Water Services	
	17. (4.15) Review of Recommended Wastewater and Treatment Budget Amendments (2023 totals rounded to the closest \$1,000)	
	18. (4.16) Wastewater and Treatment Reserves/Reserve Funds Overview	
	19. (4.17) Reconciliation of the Draft Wastewater and Treatment Budget to the Public Sector Accounting Board Budget	
	20. (4.18) Wastewater and Treatment Services	

	21.	(5.1) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Animal Welfare Community Advisory Committee	
8.5		9th Report of the Strategic Priorities and Policy Committee	142
	1.	Disclosures of Pecuniary Interest	
	2.	(3.1) Dr. Jackie Schleifer Taylor, President and CEO, London Health Sciences Centre (LHSC)	
	3.	(4.1) London's Housing Pledge: A Path to 47,000 Units by 2031	
	4.	(4.2) Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan	
	5.	(4.3) Developing Council's 2023-2027 Strategic Plan: Community Engagement Update	
	6.	(4.4) Developing the 2023-2027 Strategic Plan: Tabling Draft Strategies	
	7.	(4.5) Resignation from the London Police Services Board	
	8.	(4.6) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Ecological Community Advisory Committee	
	9.	(4.7) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Integrated Transportation Community Advisory Committee	
8.6		3rd Report of the Planning and Environment Committee	159
	1.	Disclosures of Pecuniary Interest	
	2.	(2.1) 3700 Colonel Talbot Road and 345 Bostwick Road - Request for Extension of Draft Plan Approval (39T-17503)	
	3.	(2.2) 1656 Hyde Park Road - Heritage Easement Agreement (Relates to Bill No. 53)	
	4.	(2.3) 600 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-18501)	
	5.	(2.4) Streamline Development Approval Fund: Streamlining Development Approvals (2022) - Final Report	
	6.	(2.5) 2nd Report of the Community Advisory Committee on Planning	
	7.	(3.1) 2nd Report of the Ecological Community Advisory Committee	
	8.	(3.2) 1555 Glenora Drive (Z-9543) (Relates to Bill No. 64)	
	9.	(3.3) 761 Fanshawe Park Road West (Z-9554) (Relates to Bill No. 65)	
	10.	(3.4) 489 Upper Queen Street (Z-9540) (Relates to Bill No. 66)	

11. (3.5) 608 Commissioners Road West (Z-9516) (Relates to Bill No. 67)

12. (3.6) 723 Lorne Avenue (39T-21504)

8.7 3rd Report of the Corporate Services Committee

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1. Disclosures of Pecuniary Interest

2. (2.1) Amendments to Development Charge Alternative Payment Agreement Template and Development Charge Interest Rate Policy (Relates to Bill No.'s 47 and 48)

3. (2.2) Reporting of Delegated Actions, 2022 and Appointment of External Auditor (Relates to Bill No. 49)

4. (2.3) Assessment Growth for 2023, Changes in Taxable Phase-In Values, and Shifts in Taxation as a Result of Reassessments

5. (2.4) Declare Surplus - City-Owned Property - Part of 641 Queens Avenue

6. (4.1) Application - Issuance of Proclamation - U.N Day for the Elimination of Racial Discrimination

7. (4.2) Application - Issuance of Proclamation - World Thinking Day

9. **Added Reports**

9.1 4th 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. 46 By-law No. A.-_____-_____

175

A by-law to confirm the proceedings of the Council Meeting held on the 14th day of February 2023. (City Clerk)

13.2 Bill No. 47 By-law No. A.-7956(____)-_____

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A by-law to amend By-Law No. A.-7956-84 being a by-law “to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the Development Charges Act, 1997 S.O. 1997, c. 27, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate” to repeal and replace Schedule 1. (2.1a/3/CSC)

13.3 Bill No. 48 By-law No. A.-_____-_____

182

A by-law to repeal By-law No. CPOL.-400-85, as amended, being “A by-

	law to adopt a new Council Policy entitled “Development Charge Interest Rate Policy”. (2.1b/3/CSC)	
13.4	Bill No. 49 By-law No. A.- _____ - _____ A by-law to appoint KPMG LLP auditors for The Corporation of the City of London for a five year term pursuant to section 296 of the Municipal Act, 2001; and to approve an Agreement between The Corporation of the City of London and KPMG LLP with respect to providing external audit services for the Corporation; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.2a/3/CSC)	183
13.5	Bill No. 50 By-law No. A.- _____ - _____ A by-law to authorize and approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada and to authorize the Mayor and City Clerk to execute the Agreement. (2.2/3/CPSC)	277
13.6	Bill No. 51 By-law No. A.- _____ - _____ A by-law to approve and authorize the execution of the Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London. (2.3/3/CPSC)	297
13.7	Bill No. 52 By-law No. A.- _____ - _____ A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, for Housing Stability Services between The Corporation of the City of London and various Service Providers. (2.9/3/CPSC)	324
13.8	Bill No. 53 By-law No. A.- _____ - _____ A by-law to enact a Heritage Easement Agreement for the property at 1656 Hyde Park Road, pursuant to the provision of the Ontario Heritage Act. (2.2/3/PEC)	344
13.9	Bill No. 54 By-law No. A.- _____ - _____ A by-law respecting the 2020 – 2023 Multi-Year Tax Supported Operating and Capital Budget for The Corporation of the City of London. (4.10/8/SPPC)	370
13.10	Bill No. 55 By-law No. S.- _____ - _____ A by-law to assume certain works and services in the City of London. (Creekview Subdivision – Phase 2; 33M-729). (Deputy City Manager, Environmental & Infrastructure)	372
13.11	Bill No. 56 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, east of White Oak Road) (Chief Surveyor - for road dedication purposes pursuant to SPA21-100)	373
13.12	Bill No. 57 By-law No. S.- _____ - _____	375

	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway (as widening to Mornington Avenue, east of Glasgow Street). (Chief Surveyor – for road dedication purposes pursuant to Consent B.017/21)	
13.13	Bill No. 58 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, west of Adelaide Street South) (Chief Surveyor - for road dedication purposes pursuant to SPA18-101)	377
13.14	Bill No. 59 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 East, west of Quebec Street). (Chief Surveyor – for road dedication purposes pursuant to a Deferred Widening Agreement from a previous Site Plan Agreement)	379
13.15	Bill No. 60 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 Fanshawe Park Road East, west of Stackhouse Avenue; and as widening to Stackhouse Avenue, north of Fanshawe Park Road East). (Chief Surveyor – for road dedication purposes pursuant to SPA21-050)	381
13.16	Bill No. 61 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dingman Drive, west and east of Wellington Road South) (Chief Surveyor – for road dedication purposes pursuant to the Dingman Drive Improvements project)	383
13.17	Bill No. 62 By-law No. W.- _____ - _____ A by-law to authorize the East London Link – Construction Rapid Transit. (Project No. RT1430-3A) (2.1/2/CWC)	386
13.18	Bill No. 63 By-law No. W.- _____ - _____ A by-law to authorize the Conventional Transit (Growth) PTIS project. (Project No. MU1176) (Deputy City Manager – Finance Supports)	387
13.19	Bill No. 64 By-law No. Z.-1- _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1555 Glenora Drive. (3.2/3/PEC)	388
13.20	Bill No. 65 By-law No. Z.-1- _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 761 Fanshawe Park Road West. (3.3/3/PEC)	390
13.21	Bill No. 66 By-law No. Z.-1- _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 489 Upper Queen Street. (3.4/3/PEC)	392
13.22	Bill No. 67 By-law No. Z.-1- _____	396

A by-law to amend By-law No. Z.-1 to rezone an area of land located at
608 Commissioners Road West. (3.5/3/PEC)

14. Adjournment



Council Minutes

4th Meeting of City Council
January 24, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman, C. Crossman, K. Dickins, H. Machel, N. Marjanovic, S. Mathers, K. Scherr, M. Schulthess, C. Smith, K. Van Lammeren, B. Westlake-Power

Remote Attendance: B. Card, S. Glover, M. Goldrup, A. Hagan, H. McNeely, K. Murray, B. O'Hagan

The meeting was called to order at 1:08 PM; it being noted that the following members were in remove attendance: Councillors D. Ferreira, S. Hillier, and P. Van Meerbergen

1. Disclosures of Pecuniary Interest

Councillor S. Trosow discloses a pecuniary interest in item 8, clause 4.3 of the 6th Report of the Strategic Priorities and Policy Committee, having to do with appointment to the Lower Thames Valley Conservation Authority, by indicating that his spouse is the recommended appointee.

2. Recognitions

2.1 Mayor's New Year's Honour List

His Worship the Mayor recognizes the contributions made to London by the following citizens who were named to the 2023 Mayor's New Year's Honour List in the categories indicated: Ashton Forrest (Accessibility); Beverly Farrell (Age Friendly); Karen Schindler (Arts); Edward Medzon (Distinguished Londoner); Jason Rip (Distinguished Londoner); Sydney Vickers (Distinguished Londoner); Joe Cardillo (Distinguished Londoner); Charlene Doak-Gebauer (Distinguished Londoner); Padre Frank Mantz (Distinguished Londoner); Carl Cadogan (Diversity and Race Relations); Tom Cull (The Environment); John Manness (Heritage); Nawaz Tahir (Humanitarianism); and Roop Chanderdat (Sports).

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: E. Pelozo

Seconded by: A. Hopkins

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

4.1 Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations in regard to the Corporation's association or unions, advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.1/2/CSC)

4.2 Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same / Position, Plan, Procedure, Criteria or Instructions for Negotiation Process

A matter pertaining to information explicitly supplied in confidence to the municipality by the province and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act. (6.1/2/CPSC)

4.3 Solicitor-Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding the Humane Society London and Middlesex 2023 Budget Amendment grant request. (6.1/6/SPPC)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

The Council convenes In Closed Session, from 1:57 PM to 2:05 PM.

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

5.1 3rd Meeting held on December 13, 2022

Motion made by: P. Cuddy
Seconded by: J. Pribil

That the Minutes of the 3rd Meeting of the Municipal Council, held on December 13, 2022, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: S. Trosow
Seconded by: C. Rahman

That the Communication dated January 24, 2023, from Councillors S. Lewis and C. Rahman, BE RECEIVED and BE REFERRED as noted on the Added Agenda.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 2nd Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 2nd Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Argyle Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 29)

Motion made by: S. Lewis

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

a) the Argyle Business Improvement Area proposed 2023 budget submission in the amount of \$295,620 BE APPROVED as outlined in Schedule “A”, as appended to the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Argyle Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$215,000;

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

d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the Argyle Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

3. (2.2) Hamilton Road Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 30)

Motion made by: S. Lewis

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

- a) the Hamilton Road Business Improvement Area proposed 2023 budget submission in the amount of \$115,065 BE APPROVED as outlined in Schedule “A” as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Hamilton Road Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$70,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law C.P.-1528-486 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

- 4. (2.3) Hyde Park Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 31)

Motion made by: S. Lewis

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

- a) the Hyde Park Business Improvement Area proposed 2023 budget submission in the amount of \$780,000 BE APPROVED as outlined in Schedule “A” as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Hyde Park Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$530,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the Hyde Park Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

- 5. (2.4) London Downtown Business Association 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 32)

Motion made by: S. Lewis

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

- a) the London Downtown Business Association proposed 2023 budget submission in the amount of \$1,920,043 BE APPROVED as outlined in Schedule "A" as appended to the staff report;
- b) the amount to be raised by the Corporation of the City of London for the 2023 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$1,943,343;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule "C", with respect to a Municipal Special Levy for the London Downtown Business Association BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

- 6. (2.5) Old East Village Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 33)

Motion made by: S. Lewis

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

- a) the Old East Village Business Improvement Area proposed 2023 budget submission in the amount of \$250,350 BE APPROVED as outlined in Schedule "A" as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$42,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule "C", with respect to a Municipal Special Levy for the Old East Village Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

- 7. (2.6) Ontario Lottery and Gaming Corporation - Amendment to the Municipality Contribution Agreement (Relates to Bill No. 34)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023 to:

- a) approve the Amendment to the Municipality Contribution Agreement (Appendix "A", Schedule 1) between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London ("Amending Agreement");
- b) authorize the Mayor and the City Clerk to execute the Amending Agreement;
- c) delegate authority to the City Treasurer, or written delegate, to approve further amending agreements to the Municipality Contribution Agreement between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London ("Agreement"); and to the Mayor and Clerk to execute future amending agreements; and
- d) authorize the City Treasurer, or written delegate, to execute any reports or documents required under the Agreement.

Motion Passed

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

Motion made by: S. Lewis

That based on the application dated November 21, 2022 from the London Sikh Society, the month of April 2023 BE PROCLAIMED Sikh Heritage Month.

Motion Passed

9. (4.3) Application - Issuance of Proclamation - International Day of Zero Tolerance for Female Mutilation/Cutting

Motion made by: S. Lewis

That based on the application dated December 7, 2022 from End FGM Canada Network, February 6, 2023 BE PROCLAIMED International Day of Zero Tolerance for Female Mutilation/Cutting.

Motion Passed

10. (4.4) Application - Issuance of Proclamation - Multiple Myeloma Awareness Month

Motion made by: S. Lewis

That based on the application dated December 8, 2022 from the London and District Myeloma Support Group, the month of March 2023 BE PROCLAIMED as Multiple Myeloma Awareness Month.

Motion Passed

11. (4.5) Application - Issuance of Proclamation - Black History Month

Motion made by: S. Lewis

That based on the application dated December 6, 2022 from WeBridge Community Services, the month of February 2023 BE PROCLAIMED as Black History month.

Motion Passed

12. (4.6) Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia

Motion made by: S. Lewis

That based on the application from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, January 29, 2023 BE PROCLAIMED as National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia.

Motion Passed

13. (4.1) Application - Issuance of Proclamation - Wear Red Canada Campaign

Motion made by: S. Lewis

That the application dated November 22, 2022 from Canadian Women's Heart Health Alliance with respect to Wear Red Canada Campaign BE RECEIVED and it being noted that the City Clerk will follow up with the applicant with respect to the policy requirements.

Motion Passed

- 8.2 2nd Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 2nd Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 4th Report of the Accessibility Community Advisory Committee

Motion made by: E. Pelosa

That the 4th Report of the Accessibility Community Advisory Committee, from the meeting held on November 24, 2022, BE RECEIVED.

Motion Passed

3. (2.2) 1st and 2nd Reports of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 1st and 2nd Reports of the Animal Welfare Community Advisory Committee, from the meetings held on December 1, 2022 and January 5, 2023, respectively:

- a) the 1st Report of the AWCAC BE RECEIVED; and,
- b) the following actions be taken with respect to the 2nd Report of the AWCAC:
 - i) based on the ~~attached~~ Sub-Committee report, the following actions be taken with respect to Budget Amendment Case #P-14 – Neighbourhood Strategic Initiatives & Funding - Humane Society of London & Middlesex Animal Campus, from the London and Middlesex Humane Society:
 - A) the Municipal Council BE ADVISED that the Animal Welfare Community Advisory Committee supports Budget Amendment Case #P-14 - Neighbourhood Strategic Initiatives & Funding - Humane Society of London & Middlesex Animal Campus, and the associated approval of the above-noted Business Case; and,
 - B) this recommendation BE FORWARDED to the Strategic Priorities and Policy Committee for consideration in the 2023 Budget deliberations;
 - ii) the Civic Administration BE REQUESTED to attend the next Animal Welfare Community Advisory Committee meeting to provide information regarding Rethink Zoning; and,
 - iii) clauses 1.1, 3.1, 4.1, 5.1 to 5.3 and 5.5 BE RECEIVED.

Motion Passed

4. (2.3) Orientation Gateway Markers Single Source Purchase SS-2022-316

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated January 10, 2023, related to Single Source Purchase SS-2022-316 for Orientation Gateway Markers:

- a) the Civic Administration BE AUTHORIZED to enter into a single source agreement for the purchase of additional Orientation Gateway Markers as per Section 14.4(d)(e) of the Procurement of Goods and Services Policy;
- b) the submission from WSISIGN Systems Ltd. and King Architectural, 31 Simpson Road, Bolton, ON L7E 2R6, BE ACCEPTED for the supply, delivery and installation of three (3) 2023 London Gateway Wayfinding Kiosks, each consisting of an

Illuminated Pylon and LCD Monitor at a total cost of \$132,130 (excluding HST);

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

d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval; and,

e) the funding for this purchase BE APPROVED as set out in the Source of Financial Report, as appended to the above-noted staff report. (2022-M18)

Motion Passed

5. (2.4) Shovel-Ready Affordable Housing - 18 Elm Street - Approval of Contribution Agreement (Relates to Bill No. 35)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated January 10, 2023, BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to:

a) approve the Contribution Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the Ontario Aboriginal Housing Support Services Corporation;

b) authorize the Deputy City Manager, Planning and Economic Development to approve any amendments to the above-noted Contribution Agreement;

c) authorize the Mayor and the City Clerk to execute the above-noted Contribution Agreement; and,

d) authorize the Deputy City Manager, Planning and Economic Development to approve and execute any amending agreements to the above-noted Contribution Agreement or new agreements related to funding 18 Elm Street, provided that the funding in said agreements are within approved budgets or funding allocations and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London;

it being noted that the Housing Development Corporation, London (HDC) must receive authority through a Board Resolution approving the Agreement of Purchase and Sale between HDC and Ontario Aboriginal Housing Support Services Corporation. (2022-D04)

Motion Passed

6. (2.5) Shovel-Ready Projects: Roadmap to 3,000 Affordable Units

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the Civic Administration BE AUTHORIZED to reallocate \$6.3 million of approved annual capital funding for the Roadmap to 3,000 Affordable Units from the "Affordable Rental" category to a new "City-led Shovel-Ready

Projects” program category in order to ensure these projects are shovel-ready for government funding or partnerships when they are available;

it being noted that the Civic Administration will report back to committee with a fulsome review of the Roadmap to 3,000 Affordable Units late in Q2 2023. (2022-D04)

Motion Passed

7. (2.6) Rapid Housing Initiative - Round 3 Agreement (Relates to Bill No. 36)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, appended to the staff report dated January 10, 2023, BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to:

- a) approve the Rapid Housing Initiative Agreement between the Canada Mortgage Housing Corporation and The Corporation of the City of London, substantially in the form as appended to the above-noted by-law;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) authorize the Deputy City Manager, Planning and Economic Development to approve further schedules, amendments or amending agreements to the above-noted Agreement;
- d) authorize the Mayor and the City Clerk to execute any schedules or amending agreements to the above-noted Agreement approved by the Deputy City Manager, Planning and Economic Development, pursuant to their authority under section 3 of the above-noted by-law;
- e) authorize the Deputy City Manager, Planning and Economic Development to execute any documents, attestations, or reports required under the above-noted Agreement, any future amending agreements or schedules; and,
- f) delegate authority to the Civic Administration to take all administrative actions required in connection with the above-noted Agreement, any future amending agreements or schedules. (2022-D04)

Motion Passed

8. (2.7) Contract Amendment: RFT21-24 Supply and Installation Of A New Access Control Panel Upgrade at Dearness Home

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated January 10, 2023, related to a Contract Amendment to RFT21-24 for Supply and Installation of a New Access Control Panel Upgrade at Dearness Home:

- a) the RFT21-24 contract value with Fire Monitoring of Canada Inc. BE INCREASED by \$81,485.66 to \$301,650.66 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-S02)

Motion Passed

- 9. (4.1) A. Johnson, Greenspace Alliance - Greenspace Protection at the Former River Road Golf Course, Ward 1

Motion made by: E. Pelosa

That the communication, dated December 16, 2022, from A. Johnson, Greenspace Alliance, with respect to Greenspace Protection at the former River Road Golf Course in Ward 1 and the communication, as appended to the Added Agenda, as well as the verbal delegation from M.A. Hodge, Climate Action London, BE RECEIVED. (2022-D04)

Motion Passed

- 8.3 2nd Report of the Civic Works Committee

Motion made by: C. Rahman

That the 2nd Report of the Civic Works Committee BE APPROVED, excluding item 7 (clause 5.2).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

- 1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

- 2. (2.1) East London Link and Municipal Infrastructure Improvements Phase 2

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated January 10, 2023, related to an award of contract for the East London Link and Municipal Infrastructure Improvements Phase 2 project; it being noted that in accordance with Section 13.2 of the City of London's Procurement

of Goods and Services Policy Request for Tender (RFT) contract awards greater than \$6,000,000 require approval of City Council:

- a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$16,897,237.39 (excluding HST) for the East London Link and Municipal Infrastructure Improvements Phase 2 project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of four bids received and meets the City's specifications and requirements in all areas;
- b) Archibald, Gray and McKay Engineering Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the above-noted project in accordance with the estimate, on file, at an upset amount of \$1,501,150 (excluding HST) in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 2022-238); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-D04)

Motion Passed

- 3. (2.4) Request for Proposal RFP-2022-271 Contract Award of 2023 Cured In Place Pipe (CIPP) Sewer Lining Program

Motion made by: C. Rahman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated January 10, 2023, related to the contract award for the Request for Proposal RFP-2022-271 for the 2023 Cured in Place Pipe (CIPP) Sewer Lining Program:

- a) the bid submitted by Insituform Technologies Ltd, at the tendered price of \$5,808,074.00 (HST excluded), BE ACCEPTED; it being noted that the bid submitted by Insituform Technologies Limited was the only bid that met the technical criteria and City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this 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-E01)

Motion Passed

4. (2.2) Updates: Blue Box Transition and Next Steps

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 10, 2023, with respect to updates on Blue Box Transition and Next Steps, BE RECEIVED;

it being noted that the communication as appended to the Added Agenda, from B. Brock, with respect to this matter, was received. (2022-E07)

Motion Passed

5. (2.3) Neighbourhood Connectivity Plan - Engagement Strategy

Motion made by: C. Rahman

That on the recommendation of the Deputy City Manager, Environment and Infrastructure the following actions be taken with respect to the staff report, dated January 10, 2023, related to an Engagement Strategy for the Neighbourhood Connectivity Plan:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to continue this trial engagement strategy into 2023;

it being noted that the communication as appended to the Added Agenda, from B. Brock, with respect to this matter, was received. (2022-T04)

Motion Passed

6. (5.1) Delegation - B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee - 1st Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 1st Report of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from its meeting held on December 7, 2022:

- a) the full 2022 ESACAC Budget expenditure of \$1,500 BE ALLOCATED for the purchase of bird-friendly window collision tape; and,
- b) clauses 1.1, 2.1, 2.2, 3.1 and 5.1 BE RECEIVED;

it being noted that the communication, dated January 10, as appended to the Added Agenda, as well as the verbal delegation from B. Samuels, Chair, ESACAC, with respect to this matter, were received.

Motion Passed

7. (5.2) 1st Report of the Integrated Transportation Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 1st Report of the Integrated Transportation Community Advisory Committee, from its meeting held on December 21, 2022:

- a) the Municipal Council BE REQUESTED to direct the Civic Administration to establish a hybrid meeting process for Integrated Transportation Community Advisory Committee meetings;
- b) the Municipal Council BE REQUESTED to direct the Civic Administration to investigate and provide a report back to the Integrated Transportation Community Advisory Committee (ITCAC) with respect to Zoom license purchase(s) for the ITCAC, for sub-committee meeting use;
- c) clauses 1.1, 2.1, 2.2, 3.1, 3.2, 3.3, 3.4, 3.5 and 6.1 BE RECEIVED; and,
- d) the Municipal Council BE REQUESTED to direct Civic Administration to develop a Hybrid Meeting Process and Standing Delegation at the appropriate Standing Committee for all Community Advisory Committees.

Motion made by: S. Lewis

Seconded by: C. Rahman

That item 7 (clause 5.2) of the 2nd Report of Civic Works Committee with respect to actions on the report from Integrated Transportation Community Advisory Committees BE REFERRED to the next regular meeting of Strategic Priorities and Policy Committee for consideration.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

8.4 4th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 4th Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) 2022 Resident Satisfaction Survey

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the report dated December 12, 2022, with respect to the 2022 Resident Satisfaction Survey BE RECEIVED.

Motion Passed

3. (4.2) November 2022 Semi-Annual Progress Report and 2020-2022 Impact Assessment

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the report dated December 12, 2022, including the November 2022 Semi-Annual Progress Report and 2020 - 2022 Impact Assessment BE RECEIVED.

Motion Passed

4. (4.3) Developing the 2023-2027 Strategic Plan: Proposed Approach and Setting the Context

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to the 2023-2027 Strategic Plan process:

a) the report dated December 12, 2022 with respect to Developing the 2023-2027 Strategic Plan: Proposed Approach and Setting the Context, BE RECEIVED; and,

b) the proposed approach and timelines for developing the 2023-2027 Strategic Plan, as outlined in the above-noted staff report, BE ENDORSED.

Motion Passed

8.5 5th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 5th Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that not pecuniary interests were disclosed.

Motion Passed

2. (4.1) Developing the 2023-2027 Strategic Plan: Setting the Vision, Mission, Values, Strategic Areas of Focus, Outcomes and Expected Results

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

- a) the report, entitled “Developing the 2023-2027 Strategic Plan: Setting the Vision, Mission, Values, Strategic Areas of Focus, Outcomes, and Expected Results” BE RECEIVED for information;
- b) the ~~attached~~ draft Vision, Mission and Values statements, for Council’s Strategic Plan 2023 - 2027 BE CONSIDERED and BE SHARED with the community to seek feedback; and,
- c) the next steps, including consideration of strategic areas of focus, outcomes and expected results, with respect to the work for the 2023 - 2027 Strategic Plan BE REFERRED to a special meeting of the Strategic Priorities and Policy Committee, to be held on Monday, January 23, 2023 at 4:00 PM.
it being noted that the Strategic Priorities and Policy Committee received a presentation from the Director, Strategy and Innovation and communications dated January 6, 2023 from C. Butler and J. Madden, respectively.

Motion Passed

- 8.6 6th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 6th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 8 (clause 4.3).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that Councillor S. Trosow disclosed a pecuniary interest in Item 4.3, having to do with consideration of appointments to the Lower Thames Valley Conservation Authority, by indicating that one of the candidates is his spouse.

Motion Passed

2. (2.2) 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 1st report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on December 8, 2022 BE RECEIVED.

Motion Passed

3. (2.1) London: A Place to Call Home (London Development Institute (LDI) and London Home Builders' Association (LHBA))

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the report dated January 17, 2023 summarizing the City's response to the London: A Place to Call Home white paper BE RECEIVED for information;

it being noted that the Strategic Priorities and Policy Committee received a delegation from M. Wallace, LDI.

Motion Passed

4. (3.1) 2023 Budget

Motion made by: S. Lewis

That the following written submissions for the 2022-2023 Multi-Year Budget 2021 Public Participation Meeting BE RECEIVED for consideration by the Municipal Council as part of its 2023 Multi-Year budget approval process:

- a) R. Grant Inglis, Scott Petrie LLP Law Firm;
- b) C. Butler;
- c) Argyle BIA; and,
- d) London Cycle Link;

it being noted that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

- J. Lalonde, speaking against Budget Amendment Case #P-10 - Reduction to previously approved business cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions;
- B. Mejia, Argyle BIA - speaking in support of Budget Amendment Case #P-18 - Streetscape Master Plan for Dundas Street - Argyle BIA;
- C. Roberts - providing general comments and comments specific to "ESG" evaluations and requesting additional consultation with taxpayers about the application of same;
- A. Wasylko, London Cycle Link - requesting a significant budgetary commitment to priorities for cycling infrastructure in the city;
- C. Butler - requesting a more transparent process related to budget surplus use and suggesting that continuous improvement targets be increased;
- B. Williamson - indicating that Londoners are struggling financially and recommending that budget surpluses be rebated back to taxpayers;
- C. Luistro, Hamilton Road BIA - speaking in support of Budget Amendment Case #P-16 - Funding for the Hamilton Road BIA;
- S. Ryall, London & Middlesex Humane Society - speaking in support of Budget Amendment Case #P-14 - Humane Society of London & Middlesex Animal Campus and noting the urgent critical need for same;
- A. Valastro - speaking against Budget Amendment Case #P14 - Humane Society London & Middlesex Animal Campus, noting that public tax dollars should not be supporting private organizations;
- S. Brunette - providing comments related to homelessness and housing issues in the city;
- R. O'Hagan - providing brief comments related to Budget Amendment Cases #P-3, #P-10, #P-12, #P-13 and #P-14;

- J. Look, VP External Affairs, University Students' Council Western - speaking against Budget Amendment Case #P-10 - Reduction to previously approved business cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions;
- M. Blosch - speaking in support of Budget Amendment Case #P14 - Humane Society London & Middlesex Animal Campus;
- A. Lei, University Students' Council Western - Budget Amendment Case #P-10 - Reduction to previously approved business cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions; and,
- M. van Holst - speaking in support of Budget Amendment Cases #P-15 - Increase to Neighbourhood Decision Making Program and #P-16 - Hamilton Road BIA.

Motion Passed

5. (3.2) Bill Rayburn, CAO, Middlesex County and Neal Roberts, Chief of Middlesex-London Paramedic Service

Motion made by: S. Lewis

That the presentation from N. Roberts, Chief of Middlesex-London Paramedic Service, B. Rayburn, CAO, Middlesex County and Middlesex Warden C. Burghardt-Jesson, with respect to the Middlesex-London Paramedic Service System Overview, BE RECEIVED.

Motion Passed

6. (4.1) Confirmation of Appointment to the Old East Village Business Improvement Area

Motion made by: S. Lewis

That the following BE APPOINTED to the Old East Village BIA Board of Directors for the term ending November 14, 2026:

Maria Drangova, representing the London Clay Art Centre
 Grant Maltman, representing Banting House National Historic Site
 Rob Campbell, Property Owner
 Chris Stroud, representing Bread and Roses Books
 Kimberly De Sousa, representing Libro Credit Union
 Michelle Scott, representing Western Fair District
 Kelli Gough, representing The Palace Theatre
 Rashad Ayyash, Property Owner
 Scott Courtice, representing London Intercommunity Health Centre
 Robbyn Lindsay, representing Willies Café
 John Young, representing Somerville 630;

it being noted that the Strategic Priorities and Policy Committee received a communication dated December 6, 2022 from J. Pastorius, General Manager, Old East Village BIA with respect to this matter.

Motion Passed

7. (4.2) Consideration of Appointment to the Kettle Creek Conservation Authority

Motion made by: S. Lewis

That the following BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026;

Prabhsimran Gill
JJ Strybosch

it being noted that approval from the Minister of Environment Conservation and Parks (MECP) is required.

Motion Passed

9. (4.4) Consideration of Appointment to the Upper Thames River Conservation Authority

Motion made by: S. Lewis

That Sandy Levin BE APPOINTED to the Upper Thames River Conservation Authority Board of Directors for the term ending November 14, 2026.

Motion Passed

10. (4.5) Committee of Adjustment - Member Vacancy

Motion made by: S. Lewis

That the following actions be taken with respect to the Committee of Adjustment:

- a) the appointment to the Committee of Adjustment of Mohamed Mohamed El Hadary BE RESCINDED;
- b) a vacancy on the Committee BE DECLARED;
- c) the communication from the Committee of Adjustment BE RECEIVED; and,
- d) the City Clerk BE DIRECTED to advertise the vacancy and bring forward applications to a future meeting of the appropriate standing committee for consideration.

Motion Passed

8. (4.3) Consideration of Appointment to the Lower Thames Valley Conservation Authority

At 2:23 PM, Councillor S. Trosow leaves the meeting.

At 2:24 PM, Councillor S. Trosow returns to the meeting.

Motion made by: S. Lewis

That Marie Blosch BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026;

it being noted that approval from the Minister of Environment Conservation and Parks (MECP) is required.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Absent: (1): S. Trosow

Motion Passed (14 to 0)

8.7 2nd Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 2nd Report of the Planning and Environment Committee BE APPROVED, excluding item 16 (clause 3.7);

it being noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.3) 2022 Audit and Accountability Fund - Intake 3 - Final Report

Motion made by: S. Lehman

That the staff report dated January 9, 2023, entitled "Audit and Accountability Fund - Intake 3 - Final Report" BE RECEIVED for information. (2022-F11)

Motion Passed

3. (2.4) 892 Princess Avenue - Heritage Alteration Permit Application

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the replacement of the original slate roof with asphalt shingles at 892 Princess Avenue, within the Old East Heritage Conservation District, BE REFUSED. (2022-R01)

Motion Passed

4. (2.6) 720 Apricot Drive - Limiting Distance Agreement (Relates to Bill No. 37)

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Development, the following actions be taken with respect to a limiting distance (no-build) agreement between The Corporation of

the City of London and Southside Construction Management Limited, for the property located at 20-720 Apricot Drive:

a) the proposed limiting distance agreement appended to the staff report dated January 9, 2023, for the property at 20-720 Apricot Drive between The Corporation of the City of London and Southside Construction Management Limited BE APPROVED; and,

b) the proposed by-law appended to the staff report dated January 9, 2023 BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to approve the limiting distance agreement between The Corporation of the City of London and Southside Construction Management Limited, for the property at 20-720 Apricot Drive, and to delegate authority to the Deputy City Manager, Environment and Infrastructure to execute the agreement on behalf of The Corporation of the City of London as the adjacent property owner. (2022-D09)

Motion Passed

5. (2.7) Building Division Monthly Report - October 2022

Motion made by: S. Lehman

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

Motion Passed

6. (2.8) 1st Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the 1st Report of the Community Advisory Committee on Planning, from its meeting held on December 14, 2022, BE RECEIVED for information.

Motion Passed

7. (2.1) 600 Sunningdale Road West - Phase 2 Special Provisions

Motion made by: S. Lehman

That, on the recommendation of the Acting 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 Sunningdale Golf and Country Ltd., for the subdivision of land legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10, municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the Sunningdale Court Subdivision, Phase 2 (39T-18501_2) appended to the staff report dated January 9, 2023, as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated January 9, 2023, as Appendix "B"; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute the Agreement, any amending agreements and all documents required to fulfil its conditions. (2022-R05D)

Motion Passed

8. (2.2) 600 Sunningdale Road West - Phase 3 Special Provisions

Motion made by: S. Lehman

That, on the recommendation of the Acting 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 Sunningdale Golf and Country Ltd., for the subdivision of land legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10, municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the Sunningdale Court Subdivision, Phase 3 (39T-18501_3) appended to the staff report dated January 9, 2023, as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated January 9, 2023, as Appendix "B"; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute the Agreement, any amending agreements and all documents required to fulfil its conditions. (2022-R05D)

Motion Passed

9. (2.5) 864 Hellmuth Avenue - Heritage Alteration Permit Application

Motion made by: S. Lehman

That the application under Section 42 of the Ontario Heritage Act seeking approval to pave a portion of the front yard for parking on the heritage designated property at 864 Hellmuth Avenue, within the Bishop Hellmuth Heritage Conservation District, BE REFERRED back to a future Planning and Environment Committee meeting; it being noted that the Planning and Environment Committee received a communication dated January 6, 2023 from M. Greguol, Heritage Planner, noting the applicant's request to extend the timeline for consideration. (2022-R01)

Motion Passed

10. (3.1) 88 Chesterfield Avenue (Relates to Bill No. 39)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Amy Liu, relating to the property located at 88 Chesterfield Avenue, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z-1, (in conformity

with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R2 (R2-2) Zone TO a Residential R3-2 Special Provision (R3-2(_)) Zone;

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

- M. Campbell, Zelinka Priamo Ltd., on behalf of the applicant;

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 by providing 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 Policies and Our Tools; and,
- the requested zoning to permit a three-unit converted dwelling facilitates the development at an intensity that is appropriate for the site and the surrounding neighbourhood. (2022-D09)

Motion Passed

11. (3.2) 634 Commissioners Road West (Relates to Bill No. 40)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Royal Premier Homes (c/o Farhad Noory), relating to the property located at 634 Commissioners Road West:

- a) the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023 to amend Zoning By-law No. Z-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following, through the site plan process:
 - i) the façade for the new residential development to the east of the existing single detached dwelling shall have a first-floor grade at least 0.6 metres lower than the existing dwelling first floor grade;
 - ii) at least one step down shall be required within the front façade and/or foundation for the proposed townhouse building west of the existing heritage dwelling;
 - iii) provide 1.8-metre-tall privacy fencing along property lines adjacent to residential parcels;
 - iv) for landscape strips along a public street, add at least one tree per every 12 metres, or every 15 metres otherwise;
 - v) retain as many mature trees as possible, especially along Commissioners Road West and along the east and south property lines between the proposed development and the adjacent single detached dwellings;
 - vi) relocate the parking away from the view terminus into the site and buffer the parking from the amenity space with landscaping and/or low landscape walls; and,
 - vii) consider two small parking areas outside of the view terminus

to maintain as many mature trees along the south property line as possible;

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

- a project fact sheet;
- the staff presentation; and,
- a communication dated January 5, 2023, from W. Smith;

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

- M. Davis, siv-ik planning and design;
- M. Melanson; and,
- W. Smith;

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 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 Policies and Our Tools;
- the recommended amendment would permit a 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 with an appropriate form of infill development. (2022-D09)

Motion Passed

12. (3.3) 867-879 Wellington Road (Relates to Bill No. 41)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Bates Real Estate Corporation, relating to the property located at 867-879 Wellington Road, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Highway Service Commercial (HS1/HS4) Zone TO a Highway Service Commercial and Associated Shopping Area Commercial (HS1/HS4/ASA1) 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 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 Rapid Transit Corridor Place Type; and,

- the proposed zoning amendment would appropriately broaden the set of service/retail uses permitted on the site, most notably retail stores. The additional commercial uses intended for the site would be compatible with the existing development context and will not generate significant land use conflicts with adjacent properties. (2022-D09)

Motion Passed

13. (3.4) 600 Third Street (Relates to Bill No.'s 38 and 42)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application of MHBC Planning on behalf of City Centre Storage, relating to the property located at 600 Third Street:

- a) the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023 to amend the Official Plan for the City of London, 2016 to change the designation of the subject lands FROM a Light Industrial Place Type TO a Commercial Industrial Place Type on Map 1 – Place Types;
- b) the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended above) to change the zoning of the subject property FROM a Light Industrial (LI1/LI7) Zone TO a Restricted Service Commercial Special Provision (RSC2/RSC4/RSC5 ()) 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 further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which promotes economic development and competitiveness by providing for an appropriate mix and range of employment uses;
- the recommended amendments conform to the policies of The London Plan, including but not limited to the Key Directions and Commercial Industrial Place Type; and,
- the recommended amendments are appropriate for the site and facilitate the reuse of the existing buildings with a use that is compatible within the surrounding context. (2022-D09)

Motion Passed

14. (3.5) 1350 Trafalgar Street (Relates to Bill No. 43)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by McFalls Storage o/a Forest City Storage, relating to the property located at 1350 Trafalgar Street, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) to change the zoning of the subject property FROM a General Industrial (G11(8)) Special Provision Zone TO a Restricted Service Commercial (RSC4(_)) Special Provision Zone;

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

- M. Campbell, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Light Industrial Place Type;
- the recommended amendment conforms to the in-force policies of the Brydges Street Area regarding commercial uses on lands within the Light Industrial Place Type;
- the recommended amendment would facilitate the reuse of an otherwise underutilized industrial warehouse within an existing area that already facilitates both industrial and commercial uses; and,
- the proposed amendment will assist in transitioning the area south of the railway corridor to commercial-oriented uses which are appropriate for the existing mixed-use landscape. (2022-D09)

Motion Passed

15. (3.6) 4th and 1st Reports of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the delegation from S. Levin, Chair, Ecological Community Advisory Committee, with respect to the 4th and 1st Reports of the Ecological Community Advisory Committee from its meetings held on November 17, 2022 and December 15, 2022, respectively:

- a) the following actions be taken with respect to the resignation of P. Almost:
- i) the resignation of P. Almost BE RECEIVED with regret; and,
 - ii) the Strategic Priorities and Policy Committee BE REQUESTED to appoint Dr. Eric Dusenge, a previous member of the Environmental and Ecological Planning Advisory Committee (EEPAC), to fill the vacancy with a term ending concurrently with other members of the Ecological Community Advisory Committee (ECAC); it being noted that Dr. Dusenge previously served on the EEPAC and has previously submitted his application for ECAC;
- b) clauses 1.1, 3.1 to 3.5, inclusive, 5.1 to 5.4, inclusive, of the 4th Report of the Ecological Community Advisory Committee BE RECEIVED for information;

c) the Working Group comments relating to the properties located at 92 and 96 Tallwood Circle BE FORWARDED to the Civic Administration for review and consideration;

d) clause 4.2 of the 1st Report of the Ecological Community Advisory Committee related to the property located at 2060 Dundas Street BE AMENDED to read as follows:

“the following actions be taken with respect to the Working Group comments relating to the property located at 2060 Dundas Street:

i) the Working Group comments BE FORWARDED to the Civic Administration for review and consideration; and,

ii) the Forestry Department BE REQUESTED to investigate the property to the East of 2060 Dundas Street as there is a storage facility and an unopened right of way through a tree preservation area;”

e) a representative from Financial Planning and Policy BE INVITED to attend the January 19, 2023 meeting of the Ecological Planning Advisory Committee to provide an update on proposed budget matters relating to matters including, but not limited to, Environmentally Significant Areas, Conservation Master Plans and Stormwater Management; and,

f) clauses 1.1, 3.1, 5.1 and 6.2 of the 1st Report of the Ecological Community Advisory Committee BE RECEIVED for information;

it being noted that the Planning and Environment Committee received a communication dated January 4, 2023, and heard a verbal presentation from S. Levin, with respect to the above-noted matters.

Motion Passed

17. (3.8) 400 Southdale Road East

Motion made by: S. Lehman

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

a) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development:

- i) noise, dirt and safety during construction; and,
- ii) the safety of existing houses and swimming pools during excavation;

b) the Approval Authority BE ADVISED that the Municipal Council supports the Site Plan Application;

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

- staff presentation;
- the applicant's presentation; and,
- a communication dated January 3, 2023 from E. Ali;

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

- J. Ariens, IBI Group. (2022-D09)

Motion Passed

16. (3.7) 942 Westminster Drive (Relates to Bill No. 44)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That item 16, clause 3.7, BE AMENDED to read as follows:

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Jim Rimmelzwaan, relating to the property located at 942 Westminster Drive, the proposed attached, revised, by-law BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, 2016) to change the zoning of the subject property FROM an Agricultural (AG2) and Environmental Review (ER) Zone TO an Agricultural (AG2), Environmental Review (ER) and Agricultural Special Provision (AG2(_)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including, but not limited to, the Key Directions and Farmland Place Type policies;
- the recommended amendment is intended to support an accompanying consent to sever application;
- the recommended amendment is not intended to impact the character of the agricultural area and is solely intended to recognize the existing site conditions; and,
- the proposed use will co-exist in harmony with the adjacent land uses, and considers both the long-term protection of agricultural resources and the long-term compatibility of uses, and will not create a net increase in the number of buildable lots. (2022-D09)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That item 16, clause 3.7, as amended, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

That item 16, clause 3.7, as amended reads as follows:

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Jim Rimmelzwaan, relating to the property located at 942 Westminster Drive, the proposed attached, revised, by-law BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, 2016) to change the zoning of the subject property FROM an Agricultural (AG2) and Environmental Review (ER) Zone TO an Agricultural (AG2), Environmental Review (ER) and Agricultural Special Provision (AG2(_)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including, but not limited to, the Key Directions and Farmland Place Type policies;
- the recommended amendment is intended to support an accompanying consent to sever application;
- the recommended amendment is not intended to impact the character of the agricultural area and is solely intended to recognize the existing site conditions; and,
- the proposed use will co-exist in harmony with the adjacent land uses, and considers both the long-term protection of agricultural resources and the long-term compatibility of uses, and will not create a net increase in the number of buildable lots. (2022-D09)

9. Added Reports

9.1 3rd Report of Council in Closed Session

Motion made by: S. Franke

Seconded by: E. Pelozza

1. Integrated Employment Services – Ontario Transfer Payment Agreement

That, on the recommendation of the Deputy City Manager, Social and Health Development, the Civic Administration BE DIRECTED to take all necessary actions with respect to delegation of authority to negotiate with His Majesty the King in Right of Ontario, as represented by the Minister of Labour, Immigration, Training and Skills Development (MLITSD) and for the necessary steps to approve and execute an agreement.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: A. Hopkins

Seconded by: S. Franke

That Introduction and First Reading of Bill No.'s 28 to the revised Bill No. 44 and Added Bill No. 45, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Trosow

Seconded by: S. Lewis

That Second Reading of Bill No.'s 28 to the revised Bill No. 44 and Added Bill No. 45, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: E. Pelozza

Seconded by: S. Stevenson

That Third Reading and Enactment of Bill No.'s Bill No.'s 28 to the revised Bill No. 44 and Added Bill No. 45, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

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

Bill No. 28	By-law No. A.-8313-18 - A by-law to confirm the proceedings of the Council Meeting held on the 24th day of January 2023. (City Clerk)
Bill No. 29	By-law No. A.-8314-19 - A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.1d/2/CSC)
Bill No. 30	By-law No. A.-8315-20 - A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.2d/2/CSC)
Bill No. 31	By-law No. A.-8316-21 - A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.3d/2/CSC)
Bill No. 32	By-law No. A.-8317-22 - A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.4d/2/CSC)
Bill No. 33	By-law No. A.-8318-23 - A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.5d/2/CSC)
Bill No. 34	By-law No. A.-8319-24 - A by-law to approve the Amendment to the Municipality Contribution Agreement between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London ("Amending Agreement"); and to authorize the Mayor and City Clerk to execute the Amending Agreement. (2.6/2/CSC)
Bill No. 35	By-law No. A.-8320-25 - A by-law to approve the Contribution Agreement between The Corporation of the City of London and the Ontario Aboriginal Housing Support Services Corporation ("Agreement") and authorize the Mayor and City Clerk to execute the Agreement (2.4/2/CPSC)
Bill No. 36	By-law No. A.-8321-26 - A by-law to authorize and approve the Rapid Housing Initiative Agreement between the Canadian Mortgage and Housing Corporation and The Corporation of the City of London and to delegate the authority to the Deputy City Manager, Planning and Economic Development to approve further schedules and amending agreements and to execute any documents, attestations or reports required pursuant to the Agreement (2.6/2/CPSC)
Bill No. 37	By-law No. A.-8322-27 - A by-law to approve a limiting distance agreement between the Corporation of the City of London and Southside Construction Management Limited for the property at 20-720 Apricot Drive and to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner. (2.6b/2/PEC)
Bill No. 38	By-law No. C.P.-1512(by)-28 - A by-law to amend the Official Plan relating to 600 Third Street. (3.4a/2/PEC)

Bill No. 39	By-law No. Z.-1-233080 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 88 Chesterfield Avenue. (3.1/2/PEC)
Bill No. 40	By-law No. Z.-1-233081 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 634 Commissioners Road West. (3.2/2/PEC)
Bill No. 41	By-law No. Z.-1-233082 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 867-879 Wellington Road. (3.3/2/PEC)
Bill No. 42	By-law No. Z.-1-233083 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 600 Third Street. (3.4b/2/PEC)
Bill No. 43	By-law No. Z.-1-233084 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1350 Trafalgar Street. (3.5/2/PEC)
Bill No. 44	By-law No. Z.-1-233085 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 942 Westminster Drive. (3.7/2/PEC)
Bill No. 45	By-law No. A.-8323-29 - A by-law to enter into negotiations for an agreement with His Majesty the King in right of Ontario, as represented by the Minister of Labour, Immigration, Training and Skills Development.

14. Adjournment

Motion made by: S. Franke

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 2:40 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Bill No.
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 942 Westminster
Drive

WHEREAS Jim Rimmelzwaan has applied to rezone an area of land
located at 942 Westminster Drive, 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 942 Westminster Drive, as shown on the attached map
comprising part of Key Map No. A116, from an Agricultural (AG2) Zone TO an
Agricultural Special Provision (AG2()) Zone.
- 2) Section Number 45.4 b) of the Agricultural (AG) Zone is amended by adding
the following Special Provisions:
 -) AG2() 942 Westminster Drive
 - a) Permitted Uses
 - i) Existing single detached dwelling and existing accessory
structure
 - b) Regulations
 - i) Interior Side Yard Depth 23.2 metres (76 feet)
(West)(Minimum)
 - ii) Interior Side Yard Depth 23.1 metres (75.8 feet)
(East) (Minimum)
 - iii) Front Yard Depth 19.28 metres (62.9 feet)
(Minimum)
 - iv) Rear Yard Depth 71 metres (232.9 feet)
(Minimum)
 - v) Lot Area 5,451.9 square metres
(Minimum)
 - vi) Lot Frontage 62.6 metre (205.3 feet)
(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.

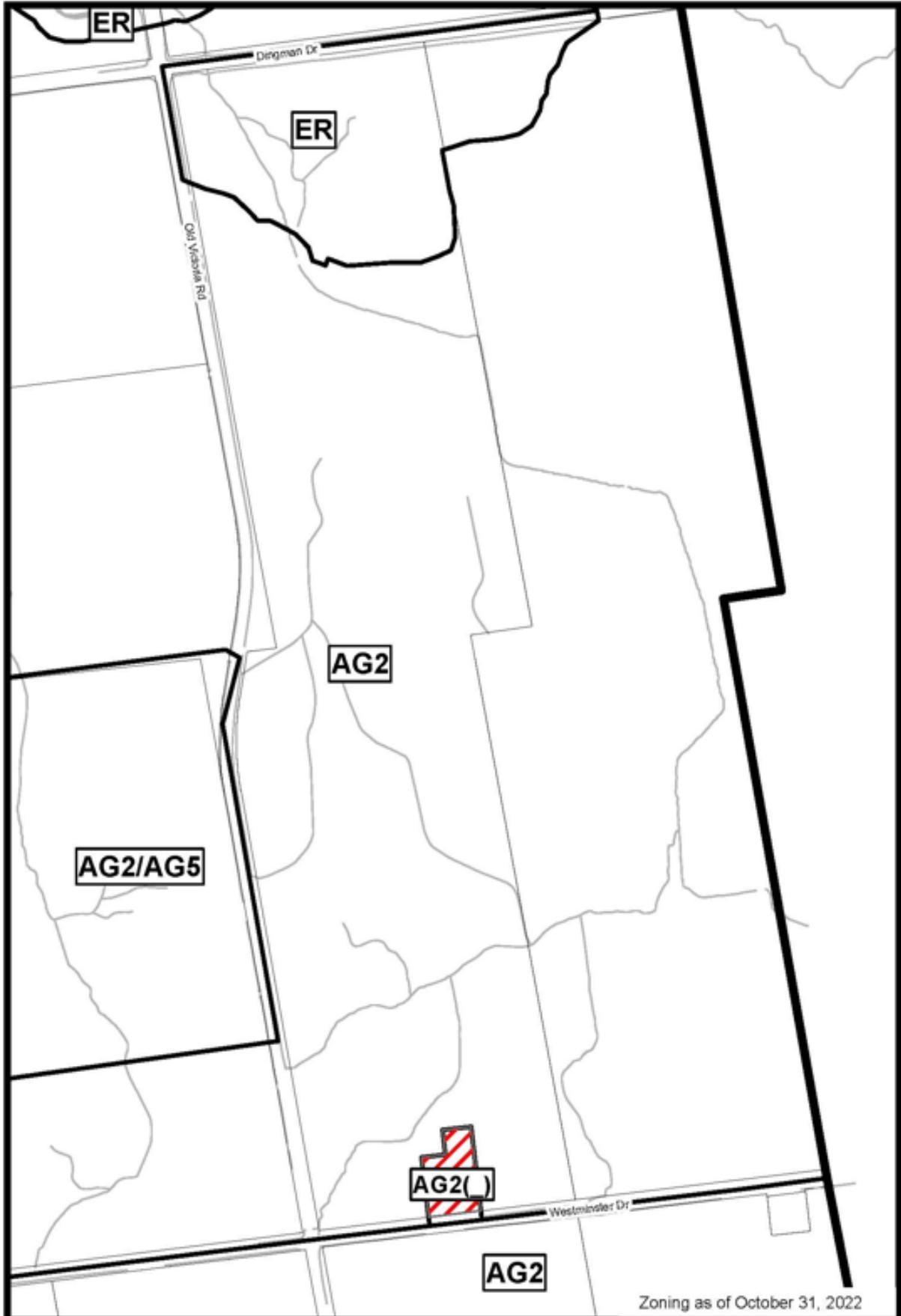
PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

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



File Number: Z-9526
Planner: AS
Date Prepared: 2022/01/02
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:5,500

0 25 50 100 150 200
Meters



LEARNERS
LAWYERS

Lerners LLP
85 Dufferin Avenue
P.O. Box 2335
London, Ontario N6A 4G4
Telephone: 519.672.4510
Fax: 519.672.2044
www.lerners.ca

Michael M. Lerner
Direct Line: 519.640.6321
Direct Fax: 519.932.3321
mmlerner@lerners.ca

February 7, 2023

FILE NUMBER 123726-00001

VIA EMAIL

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

Dear Mayor Morgan and Members of Council:

Re: Reptilia Inc.

This letter serves to advise that in consideration of the requirement contained in the proposed exemption bylaw, Reptilia has filed an application for accreditation of the London Facility with the Canadian Association of Zoos and Aquariums (CAZA) accreditation.

CAZA has welcomed the application.

The accreditation application is an onerous and extremely rigorous system. It relies on a third party peer review process, which includes a veterinarian with a reptile background, making certain that the facility is appropriately environmentally conducive and well managed. As well, it ensures adherence to stringent safety and animal welfare protocols.

Council and the community should be comforted by the transparency that a peer-reviewed qualification in zoo practice management provides.

Yours very truly,



Michael M. Lerner

MML/jl

cc: Orest Katolyk, Chief Municipal Law Enforcement Officer
(via email okatolyk@london.ca)

12251016.1

To: Mayor and Councillors/ London, Ontario

From: Vicki Van Linden

Re: Reptilia Zoo bylaw exemption request, and Business licensing for Class 7 animals

February 8, 2023

Dear Mayor and Councillors:

I urge you to vote against the creation of a new business license for Class 7 animals, species that are currently (and wisely) prohibited in London.

I also urge you to vote against granting an exemption of our current bylaw that prohibits Class 7 animals from being kept within our municipality.

I urge you to vote against both of these motions at the council meeting of February 14, 2023. Let's settle this once and for all. No Public Participation Meeting. No dragging this on and on when our city, and our council, have matters of critical importance to deal with.

There is surely no need for a Public Participation Meeting since there has already been extensive community involvement, and numerous opportunities for the community to have their say on this matter. Now you have been called on yet again to devote so much of your valuable time to this because a single business owner has refused to respect the stated will of the community, and that of past councils.

As a citizen of London, I am deeply offended by the amount of council time that has gone into trying to accommodate the maneuverings of one business owner. The owner of Reptilia chose to build a facility in our community that has a long-standing ban on the keeping of Class 7 animals. If he now feels that this business decision was unwise, that is his alone to deal with. Our council, and our city and its residents do not owe it to any business owner to bend our community values and already agreed-upon bylaws to suit his intentions. We citizens, our city, have been treated disrespectfully by a business owner who has refused to accept the decisions of past councils that were worked out together with London citizens.

London has a critical housing crisis that affects so many people experiencing distress. You are all aware of how desperate this situation has become, and the dire state of misery that too many homeless Londoners are enduring. This, and other matters of

importance need your time and attention. Yet too many hours of staff and council time have been spent on Reptilia.

Just a few days ago I spoke with a man who is homeless as he was trying to buy food for himself and his dog at a fast-food restaurant. This man was treated badly by the staff. I was deeply disturbed by his treatment. I asked him to wait for me outside and that I would purchase some food for him and his dog. When I later spoke to him outside, he was distressed, but reasonable in his demeanour. He said that he had the money to buy the food, and just wanted to eat, and that this kind of thing happens to him all the time. I asked if I could give him a blanket. He said that he has blankets, **but what he needs is a place to live.**

What he needs is a place to live.

This is what you, our community leaders need to be working on. I know that you understand this, and see the misery that Londoners are enduring on the streets, but we urgently need far more of your attention. We need staff as well to be full-on in their efforts. We don't even have enough day-resting spaces for homeless citizens to use. And we don't have enough shelter beds for the night either.

We also don't have enough reasonably priced rental units for those Londoners who do have jobs and incomes, but at lower-paying jobs. We don't have enough rental homes for seniors living on government pensions. We don't have enough rental homes for younger people starting out in life. And, we surely do not have enough rental units for those who are unable to work due to poor health or some other limiting condition.

This, and so many other issues that will affect our citizens for decades are before you, needing your urgent attention.

I urge you to settle all matters to do with Reptilia on February 14th, by voting against creation of a new business license, and to hold firm on our animal control bylaw, a bylaw that was already well-researched and worked out together as a community.

Please, don't make London a backward community where roadside zoos can once again flourish – to our shame – while other communities like Toronto and St. Catharines have wisely said 'no.'

A roadside zoo is still a roadside zoo, even if it's located inside a mall.

Wild animals imprisoned inside a mall! What a ridiculous concept, one that denies the animals imprisoned there any aspect of a natural life. How this absurd idea has gotten so far is difficult to understand.

Let February 14th be the day that this is finally settled, and turn the fullness of your

attention to matters of critical importance to the city and the citizens you were elected to represent. Surely, we have wasted enough staff and council time, and money on this. Let's cut our losses and put this bad idea to rest.

Respectfully yours,

Vicki Van Linden

I am a resident of London and home owner, and I am writing to urge you not to support changes to Bylaw PH-3 and L-131-16 that would allow the keeping of prohibited Class 7 animals in the City of London and that would establish a license category and regulations governing exotic animal businesses.

Keeping exotic animals is cruel, and the idea the City would entertain the idea that we support companies like Reptilia is utterly egregious. This idea and proposal is backwards!

Stolen from their natural habitats in the wild, or bred in captivity, these animals are forced to perform unnatural acts for the public or live in unnatural environments as both entertainers and pets. Why is the city even interested in such an enterprise? This does not consider changes in public attitudes and values around keeping and using wild animals in captivity. Additionally, it does not recognize the growing body of information on issues around animal welfare, human health and safety and the environment and conservation. Come on folks, please support keeping London safe for people and animals and say NO to the proposed bylaw changes.

Sincerely,

Laura Scott

I am a resident of London. I am imploring you to NOT support changes to London's Animal Control Bylaw PH- 3 and Business Licensing Bylaw L. 131 16. Can you imagine spending your life in a plastic box or cage in less desirable conditions? Being trucked around to birthday parties for entertainment where there is noise and handling, is very traumatizing for these creatures. Snakes that can't stretch is totally against their normal behaviour. Please take the time to research these establishments that hide under the premise that this is 'educational'. Instead, it should be labelled CRUELTY. PLEASE DO THE RIGHT THING. SAY NO TO REPTILIA. Thank you.

Jacqueline Lownie

I am writing to encourage you to oppose the bylaw changes that would allow prohibited animals back into the city of London.

The bylaw was set to keep dangerous and exotic animals from being in the city and I strongly feel it should stay that way.

The reptile "zoo" should not have built the space if it's not allowed. To ask for a change to the bylaw now is not acceptable to the citizens of London.

I hope you will voice my concerns at the meeting on Feb 14.

Julie Stewart Ward 14

Feb. 8,2023

Re: possible changes to bylaw regarding exotic reptiles and animals.

I have been a resident of London for more than 50 years, and have always been proud of the standards of London. Its been a progressive and upstanding community. However I am appalled by the city council considering a change to the existing bylaw to allow this kind of business. Imagine thinking that opening a wild reptile business in a shopping mall is a wise decision. It is wrong on so many levels, from the capture of these animals, to the safety of both the animals and the public. It is archaic to even consider this practice. As well as being possibly dangerous, this is totally cruel and a backward step for London. I hope each and every counselor thinks this thru responsibly and will finally stop this practice. Strengthen the existing bylaw if necessary .

If you wish to contact me for further discussions I can be reached at: Lynn Arbing

I am a resident of London. Please do NOT support changes to London's Animal Control Bylaw PH-3 and Business Licensing Bylaw L-131-16 that would allow the keeping of prohibited Class 7 animals in the City and that would establish a license category and regulations governing exotic animal businesses.

I find it hard to believe that anyone would think these changes would be a good idea, undoing previous Council actions. It's not good for the animals and is of no benefit to the citizens of London.

Please say No to the bylaw changes.

Thank you,

Sharon Westland

Skylar, We wish to ask you and all of council to not allow Reptilia to bring prohibited and dangerous animals into London. Wild animals do not belong in a mall. For us it is an ethical issue and animals belong in their natural habitat which certainly is not a big concrete building in Canada. Thank you for taking time to read and consider this request.

Jan & Phil Taylor

Honourable Mayor and Council Members of London City Council:

Please find attached a petition signed by residents and non-residents who do NOT support an exemption.

<https://chnge.it/ZPrd6KFn8x>



[Sign the Petition](#)

Maintain the bylaw that would prevent Reptilia from operating in London Ontario

chnge.it

I have been a resident of London for most of my life. I am urging you to NOT support changes to London's Animal Control Bylaw PH-3 and Business Licensing Bylaw L.-131-16 that would allow the keeping of prohibited Class 7 animals in the City and that would establish a license category and regulations governing exotic animal businesses.

I firmly believe that NO exemption should be given to Reptilia, because of the following reasons:

- In 2018 London City Council ruled AGAINST giving an exemption to Reptilia for good reason. What is the purpose of a Council and a Council's ruling when bylaws are thrown out a few years later?
- An exemption to Reptilia would open the door to other zoo businesses wanting to make a quick profit.
- Exotic animals, I believe ALL animals, are not to be exploited by unscrupulous businesses.
- Children do not learn about animals, any animals, by taking them out of their natural habitat. As an example, I would like to mention dinosaurs; every child has learned about dinosaurs without ever having touched one.

Let's keep London zoo-free.

Carla Kuijpers

London, On.

Please find enclosed a petition to maintain existing bylaw PH-3.

From: irene denver

Sent: Friday, February 10, 2023 9:35 PM

To: City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; ssteveson@london.ca; Pribil, Jerry <jpribil@london.ca>; Trosow, Sam <strosow@london.ca>; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Ferreira, David <dferreira@london.ca>; Hillier, Steven <shillier@london.ca>; Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] !!!!!!! Exotic Animal Establishments- Bylaw amendments – for Feb 14, 2023 Council meeting agenda. !!!!!!!

I am writing in response to the up and coming agenda item for the February 14th council meeting re: the Exotic Animal Bylaw amendment to accomodate the establishment of the Reptilia Zoo at

My shock, that such a change in this enlightened day and age is even being considered, has galvanised me to address this issue.

1. **Animal control bylaws exist to protect** human safety, animal welfare, to prevent nuisance issues and other reasons. Providing an exemption so one business can keep prohibited Class 7 animals simply because they feel those animals might help their business undermines the intent of the bylaw.
2. **The risk to human safety are enhanced** when dangerous Class 7 animals are allowed in the City, especially when venomous snakes are kept for which snakebite treatment is not available. If dangerous animals are not in the City, there is no risk.
3. **Reptiles**, including those species currently prohibited, are complex, active, intelligent, long-lived, often social animals that **need lots of space and specialized conditions. Many of those needs are difficult or impossible to satisfy in a shopping mall zoo.**
4. Reptilia does not need a total exemption to operate their shopping mall zoo. Should London City Council choose to give them an exemption it should not include Class 7 prohibited animals.
5. Providing an exemption and creating a licensing scheme for exotic animal establishments **may pave the way for other exotic animal businesses** to locate or conduct their activities in London.
6. **City staff do not have the expertise** to properly assess reptile and exotic animal husbandry, health, welfare and safety conditions or the capacity to keep track of dozens or hundreds of offsite mobile live animal programs.
7. **Using exotic animals in commercial activities may promote exotic pet trade** and keeping, a practice that can lead to environmental, conservation and animal welfare impacts.
8. **Ontario does not regulate exotic animal establishments** and has only a limited ability under the Provincial Animal Welfare Services Act to address problems. Most issues associated with exotic animals are the responsibility of the City and dealing with them may be time consuming and costly.

9. **No compelling case**, data or evidence has been presented that small private, exotic animal establishments can be **tourist attractions that generate meaningful economic benefits to the City.**

I sincerely hope that these points are considered by you and that you know in your heart that animals should not be kept in servitude for financial gain.

Thank you for taking the time to read this email

yours sincerely

Irene Denver

“The greatness of a nation and its moral progress can be judged by the way its animals are treated.

From: Michelle
Sent: Saturday, February 11, 2023 5:44 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Reptilia

Dear Mr. Morgan,

As a resident of London, I am requesting that you and others on city council DO NOT support any changes to our existing animal control bylaw with regard to Reptilia.

Reptilia can still operate under our existing bylaw so the notion that we aren't allowing this private business into the city is just misrepresented.

If an exemption is provided, then won't this just open the door for other private businesses to bring in their captive exotic animals to London?

Toronto & St. Catherine's said "no" to Reptilia's exemption request, and London should do the same!

Please defend London's existing bylaw by voting no to any exemption.
Let's keep London a safe and progressive city for all.

Thank you,

Michelle Pitt

From: Adrian Hey

Sent: Saturday, February 11, 2023 10:06 AM

To: McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; ssteveson@london.ca; Pribil, Jerry <jpribil@london.ca>; Trosow, Sam <strosow@london.ca>; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; Pelozza, Elizabeth <epelozza@london.ca>; Ferreira, David <dferreira@london.ca>; Hillier, Steven <shillier@london.ca>; Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Reptile zoo

Please do not allow this zoo in London. There is no educational value for displaying these creatures. Keeping them in a captive situation is cruel. The organization has had their application denied in other Canadian cities. I believe they have lost any zoo accreditation too. London does not need this. Please uphold the by-law...

Please keep these creatures out of London..

Adrian Hey

From: Adrian Hey

Sent: Saturday, February 11, 2023 9:42 AM

To: City of London, Mayor <mayor@london.ca>

Subject: [EXTERNAL] Reptile zoo

Please do not allow this zoo in London. There is no educational value in keeping and displaying these creatures in captivity. Many are dangerous. Other cities have denied applications. Apparently they have lost their accreditation too.

Please deny this application.

Please include my letter on the agenda regarding the reptile zoo. I am allowing it to be on the public record.

Adrian Hey

London

From: Barbara Giampa

Sent: Saturday, February 11, 2023 3:54 PM

To: City of London, Mayor <mayor@london.ca>

Cc: McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; ssteveson@london.ca; ipribil@london.ca; stropsow@london.ca; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Ferreira, David <dferreira@london.ca>; shillie@london.ca; Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Feb 14 , 2023 Council Meeting - Reptilia

To: Mayor and Members of London City Council

Re: changes to London's Animal Control Bylaw PH-3 & Business Licensing Bylaw L.-131-16

We are residents of London and live 1 block from Westmount Mall. Never in the 45 years that we have lived here did we ever envision a time when our city would allow an exotic reptile zoo to be allowed to set up shop in London, let alone in a residential mall.

We believe adding the exception to London's animal control bylaw at the request of a private zoo business is contrary to the bylaw's purpose. We strongly request that you do NOT support these changes. This may encourage other exotic animal businesses to try to come to London and we feel that this is not in the best interest of the animals or the city and will only create more problems not solve them.

In our opinion, amending London's bylaws would be a backward step that would erase the human safety, animal welfare and other benefits achieved through past City Council actions.

Living as close to Westmount Mall as we do, we have concerns with regard to the reptiles escaping and ending up in our back yard. Others have been assured this would never happen, which turned out not to be the case.

Some members on council seem to feel it would bring people to the city. Maybe once, but how many return visits will be created? Once they've seen it, we can't see them coming back again and again.

We strongly oppose to Reptilia being allowed to be located in Westmount Mall and to any changes in bylaw's relating to this.

We urge you to please support keeping London a safe and humane place for people and animals by saying "NO" to the bylaw changes.

Peter and Barbara Giampa

February 12, 2023

To: Mayor Morgan, Councillor Steven Hillier and Members of London City Council

Subject: Exotic Animals Establishments amendments to Animal Control Bylaw and Business Licensing Bylaw- February 14, 2023 Council meeting

I am writing to express my strong opposition to the proposed changes to the Animal Control Bylaw PH-3 and Business Licensing Bylaw L.-131-16 that would allow the keeping of prohibited Class 7 animals in the City and establish a license category and regulations for exotic animal businesses.

As a resident of London, I believe that allowing exotic animals in commercial activities could promote the trade and keeping of such animals as pets, which would have negative impacts on the environment, conservation, and animal welfare. The Ontario government has limited ability to regulate these establishments, and most issues associated with exotic animals fall under the City's responsibility, which could be time-consuming and costly.

Moreover, no compelling case or evidence has been presented that small, private exotic animal establishments can be tourist attractions and generate meaningful economic benefits to the City. The claims by Reptilia that they serve an animal rescue function have been shown to be minimal, as the numbers of animals surrendered to them and rehomed are minimal.

Allowing the bylaw changes would be a step backwards, erasing the benefits achieved in the past through London City Council's actions, and would waste City staff time, resources, and taxpayer dollars. It would also diminish London's reputation as a modern and animal-friendly municipality.

I urge you to keep London a safe and humane place for both people and animals by rejecting the proposed bylaw changes.

Thank you for considering my concerns.

Sincerely,

Emma Thomas

From: Constance Hueston

Sent: Sunday, February 12, 2023 10:50 AM

To: Council Agenda <councilagenda@london.ca>

Cc: Lehman, Steve <slehman@london.ca>; City of London, Mayor <mayor@london.ca>

Subject: [EXTERNAL] Exotic Animal Establishments - By-Law Amendments - for Feb14/23 Council Meeting Agenda

To: Mayor and Members of London City Council

RE: Exotic Animal Establishment Amendments to Animal Control By-Law and Business Licensing By-Law - Feb. 14/23 Council Meeting

We, the owners and householders of [REDACTED], object to any change to the existing By-Laws or rules that would allow Class 7 (Exotic Animals) into this City. This subject matter has already been properly considered and decided upon by Council, and there is nothing to warrant such a backward change now.

We object to the proposal of Reptilia at the Westmount Mall and direct you to deny it.

Please vote "NO" to the above By-Law Amendments on Tuesday.

Constance Hueston

From: Jason Dean

Sent: Sunday, February 12, 2023 12:28 PM

To: City of London, Mayor <mayor@london.ca>; Hillier, Steven <shillier@london.ca>; Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Exotic Animals Establishments amendments to Animal Control Bylaw and Business Licensing Bylaw- February 14, 2023 Council meeting

Dear Mayor Morgan, Councillor Steven Hillier, and Members of the London City Council,

I hope this letter finds you well. As both an economic researcher and a concerned resident of London, I feel it is my obligation to bring to your attention the proposed modifications to the Animal Control Bylaw PH-3 and Business Licensing Bylaw L.-131-16.

I am submitting this letter to respectfully voice my strong objections to the proposed changes, which would permit the keeping of Class 7 animals that are currently restricted within the City and establish a licensing category for exotic animal businesses. These changes are deeply concerning, and I feel it is imperative that they receive proper consideration.

I have heard claims about the potential economic benefits of such establishments, including job creation and increased tourism. However, I have concerns about the validity of these claims and the potential negative impacts on the City and its residents.

Furthermore, there is a significant risk associated with the escape of exotic animals. The cost of recapturing and caring for escaped animals falls on the City, which can be time-consuming and costly. In addition, the negative publicity associated with such incidents can have a lasting impact on the reputation of the City and potentially deter tourists from visiting.

It is also important to consider alternative forms of economic development that align with the values of the City and promote a positive image, such as eco-tourism and sustainable tourism. These industries have the potential to generate significant economic benefits and create jobs, while also being in line with the City's commitment to environmental sustainability and animal welfare.

In conclusion, I strongly urge you to consider the potential negative impacts of exotic animal establishments on the City and its residents and to prioritize alternative forms of economic development that align with the values of the City.

Thank you for taking the time to consider my concerns.

Jason Dean

From: Rose Marie
Sent: Sunday, February 12, 2023 12:35 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Re: Exotic Animal Zoos.

> On Feb 12, 2023, at 12:24 PM, Rose Marie <canadianphotos22@gmail.com> wrote:

> Hi I am appalled at the fact council would consider changing bylaws to support a zoo. This is animal abuse and allowing this money making venture is a step backwards not the progressive step forward that we need. Exotic animals belong in the wild not imprisoned to be stared at by a bunch of in humane animals (humans). Please protect the animals by not allowing this unnecessary zoo to profit and jail wild animals. People can look on line to see them in their natural habitant we need to go forward and protect wild life not confine them in a small space (jail) for profit. Please think and consider the animals not money.

> Sincerely

> Rose Marie

From: Mary Dale

Sent: Sunday, February 12, 2023 3:48 PM

To: City of London, Mayor <mayor@london.ca>; Lewis, Shawn <slewis@london.ca>

Cc: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Exotic Animal Establishments-Bylaw Ammendments-For Feb. 14/23 Council Meeting Agenda

To Whom It May Concern,

After recently coming back to London and meeting some long-time friends for coffee, we got onto the topic of the possibility of Reptilia coming to a London mall. I lived in London for over 40 years, born and raised in the east end, and I can't imagine how this is going to somehow bring new life to a mall...any mall, or be of any benefit to the city or its residents.

I have never been a fan of seeing caged animals/wildlife, even in my younger years, but through my employment, our schools would often take students on class trips to see the animals. What always struck me was that the animals never looked happy or content, and in many cases, the children didn't seem thrilled either. I remember talking to the zookeeper at Storybook Gardens, who was a personal friend of mine, to get his take on the animals in captivity there. I have no doubts that the animals were 'cared for', they got their food and water in their man-made 'habitat', but it wasn't 'natural', and these were the 3 Little Pigs, Billy Goat Gruff, bunnies, Bambi and baby chick's, not Class 7 animals!!

Is a zoo really necessary and viable?? I can see this being a novelty in the beginning, and then what? When attendance and revenue starts to decline, I can see the the overall condition of the business, and the staff, declining as well. Obviously other cities have taken these things into consideration as well and decided against allowing this type of establishment. Looking into past practices of these types of businesses also probably factored into their decisions.

With all the technology available in classrooms today, students and teachers, anyone really, can access all kinds of wonderful, educational animal resources online or on T.V., with up-close and personal videography, capturing their natural habitats, along with detailed, educational narrative components, far superior to any zoo employee's presentation, if there even is one.

It's something I would never visit and for the health and well-being of the animals, I ask that you not make any changes to the city's policy for Class 7 animals.

Kindly,

Mary Butcher

From: Rebecca St. Pierre
Sent: Sunday, February 12, 2023 8:54 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Tuesday, February 14 Agenda: Item 6.1 Exotic Animal Establishments

To Whom It May Concern:

Please include the letter below in the formal Added Agenda for the Tuesday, February 14, 2023 city council meeting.

Thank you,

Rebecca St. Pierre

Dear London City Council:

I am a London resident and taxpayer requesting that you do **not** permit Class 7/exotic animal establishments in the City of London. I am opposed to the proposed amendments to the Animal Control By-law and the Business Licensing By-law. They endanger Londoners and London's reputation, contradict the draft Strategic Plan, and support antiquated animal imprisonment.

Why would councillors consider inviting dangerous animals into a shopping mall when "Wellbeing and Safety" is one of the eight pillars of the draft 2023-2027 Strategic Plan? Dismissing safety concerns and animal abuse as provincial government issues is promoting perilous situations, especially when Provincial Animal Welfare Services is already overwhelmed with requests and unlikely to conduct regular inspections.

Prohibiting Class 7 animals in the city is not living in fear. It is acknowledging practical concerns regarding residents' and wild animals' wellbeing. Disregarding potential harm because it hasn't happened elsewhere is risky and irresponsible. Unique horrific events have harmed London residents.

The recent report regarding exotic animal establishments highlights a long list of operational regulations the City of London would need to create to ensure housing exotic wildlife would be safe for both Londoners and the animals, for example an Emergency Management and Public Safety Plan, and an Animal Accommodation Plan. Councillors' time would be better spent not making any amendments to the Animal Control and Business Licensing By-laws and instead directing their expertise towards homelessness and housing issues.

There is a growing worldwide demand for animal protection. The Jane Goodall Act (Canadian Federal Bill S-248), recently reintroduced in the Senate, would prohibit using exotic animals for entertainment purposes, including the crocodiles and venomous snakes that could be housed at Westmount Mall. Imprisoning wild animals is archaic and cruel. Exotic animal establishments are not spas, just as penitentiaries are not resorts.

Councillors do not need to accept every potential source of tourism revenue. If you choose to amend the bylaws, you are essentially converting London into the new home for exotic animal zoos. Your decision would promote what could be considered illegal activities for new businesses if the Jane Goodall Act becomes law.

London could be seen as desperate, greedy, and ignorant. I am concerned by the significant amount of resources council has invested in responding to a business that has lost CAZA accreditation, harassed the City of London for six years, and been rejected by St. Catherines and Toronto.

Londoners voted on behalf of the voiceless. We speak for children and wildlife. Once again, I ask that you do not permit Class 7/exotic animal establishments in the City of London. Thank you for taking the time to read my letter.

Sincerely,

Rebecca St. Pierre

Mayor and Members of Council
City of London
300 Dufferin Avenue
London, ON N6A 4L9



Dear Mayor and Members of Council

13 February 2022

Reference: Reptilia application exemption Animal Control Bylaw PH-3 Class 7 animals and creation of business license for exotic animal establishments

On behalf of World Animal Protection and our more than 160,000 supporters in Ontario, I urge you to protect animal welfare and public health and safety by rejecting amendments to Animal Control Bylaw PH-3 and the Business Licensing Bylaw.

Animal welfare

There is a large body of well-supported evidence which shows that the use of reptiles in entertainment settings can be detrimental to their physical and psychological health. The cognitive, emotional, and social capabilities of reptiles, in combination with their complex lifestyles, behaviours and their need for specific environmental conditions make them utterly unsuitable to be used in interactive programs, whether on-site or at off-site locations, such as those conducted by Reptilia.

World Animal Protection is also concerned about the welfare of animals at Reptilia's permanent locations. Not only are many enclosures at Reptilia typically undersized, and lacking meaningful enrichment, they are also seemingly informed by outdated folklore husbandry beliefs and practices¹. In fact, Provincial Animal Welfare Services (PAWS) inspectors found basic animal husbandry issues at Reptilia during inspections in 2020², including but not limited to:

- Animals without access to drinking water.
- Dirty exhibits

¹ Supposed 'best practices/methods' which become established without proper evaluation, often justified simply because 'it has always been done that way' despite lack of evidence.

² <https://www.toronto.ca/legdocs/mmis/2021/ec/bgrd/backgroundfile-173358.pdf>



- 5 exhibits without working lights.
- Animals that had retained their shed due to improper humidity and temperature.
- Discrepancies in feed rotation with some animals not being fed up to 4 weeks, while they are supposed to be fed every 2 – 3 weeks.
- Five animals with concerning body conditions, so much that an order was made for these animals to see a vet.

As a result of the investigation, numerous orders were issued and 30+ animals were moved to Indian River Reptile Zoo.

Public health and safety

The health of reptiles may be comprised due to the stress of inappropriate keeping, husbandry practices, travelling and handling, which impacts their immune systems making them more prone to falling ill and more likely to shed pathogens that can cause illness in people. Reptile-related nationwide disease outbreaks have occurred in 2014 and 2021.^{3,4} People most at risk of contracting diseases from reptiles include children younger than 5 years of age, people over 65 years of age, pregnant individuals or people with compromised immune systems. The Ontario Ministry of Health and Long-Term Care advises people who fall in these categories to avoid keeping and/or interacting with reptiles and that these animals should not be allowed in facilities where people who are at risk convene.^{5,6} Despite these public health warnings many Reptilia programs (e.g., Gecko Habitarium School Program⁷, Meet & Greets⁸ and birthday parties⁹) are targeting audiences that include people who are at high risk of infection.

The keeping and use of dangerous animals, such as large constrictor snakes, venomous snakes and crocodylians can also pose a public health and safety risk since these animals are capable of severely injuring or killing a person. Crocodylians are known to have one of the strongest bite forces in the animal kingdom while Burmese pythons and other large constricting snakes have rows of needle-sharp recurved teeth and can exert enough pressure

³ <https://www.canada.ca/en/public-health/services/public-health-notices/2019/outbreak-salmonella-infections-snakes-rodents.html>

⁴ <https://www.canada.ca/en/public-health/services/food-safety/public-health-notice/2014/public-health-notice-outbreak-salmonella-infections-linked-contact-bearded-dragons.html>

⁵ https://www.health.gov.on.ca/en/public/publications/disease/salmonella_arfr.aspx

⁶ [Management of Animals in Child Care Centers, 2016](#)

⁷ <https://reptilia.org/gecko-habitarium-school-program/>

⁸ <https://reptilia.org/meet-greet-appearances/>

⁹ https://reptilia.org/birthday-party/?_ga=2.181886574.855656833.1641912008-1360529121.1641912008



to eat prey like young deer and cattle. Handling venomous snakes is extremely dangerous as well, as these snakes are often very agile and can strike in a split second. Another concerning issue is that appropriate snakebite treatment by medical professionals is probably not available in the City of London region. Professionally run zoos adhering to the highest public health and safety standards do not conduct interactive sessions with dangerous animals, nor would they allow the public to be in close proximity with these kinds of species.

Zoo accreditation

Reptilia, at the time of writing, is not accredited by Canada's Accredited Zoos and Aquariums (CAZA) nor by the Global Federation of Animal Sanctuaries (GFAS) or the Association of Zoos and Aquariums (AZA). The latter two institutions are widely acknowledged to operate according to the highest animal welfare and public health and safety standards.

While Reptilia's lawyer recently sent a letter indicating that the Reptilia London would apply once again for CAZA accreditation, the accreditation process can take many months and there is no guarantee of accreditation being granted. It is worth noting that Reptilia's two other locations are no longer accredited.

World Animal Protection is also deeply concerned with the latest amendment that was adopted at Community and Protective Services Committee (CPSC) to include the Zoological Association of America (ZAA) accreditation as an acceptable standard.

The ZAA is known for accrediting roadside zoos, travelling zoos, animal breeders and others who are not able to meet AZA standards and approve the keeping of wild animals as pets.^{10,11} They also encourage contact between the public and potentially dangerous animals like elephants, rhinos, chimpanzees, bears, and Komodo dragons¹¹ and accredit facilities that still provide elephant rides¹² - a form of entertainment banned by AZA and CAZA.

Proposing the inclusion of ZAA accreditation in any London bylaw is ill-conceived and will set a dangerous precedence that will negatively impact

¹⁰ <https://bigcatrescue.org/wp-content/uploads/2014/07/ZAA-Factsheet.pdf>

¹¹ <https://zoa.org/resources/Documents/ZAA%20AccreditationStandards.pdf>

¹² For example, [Natural Bridge Zoo](#) in Virginia, US



animal welfare, public health and safety, and conservation. It also completely contradicts public opinion¹³:

- 97% of Ontarians (somewhat) support **provincial regulations** that would require all zoos to have a license.
- 87% of Ontarians (somewhat) support provincial regulations **prohibiting zoos and mobile zoos from offering close interactions with wild animals.**

Conclusion

In summary, World Animal Protection opposes amendments to the Animal Control Bylaw and Business Licensing Bylaw due to serious animal welfare, public health and safety, and other issues associated with commercial zoo and exotic animal establishment businesses.

If you have any questions about this submission, please reach out to 416-369-0044 x 115 or to MicheleHamers@worldanimalprotection.ca.

Yours sincerely

A handwritten signature in black ink that reads "Michèle Hamers".

Michèle Hamers
MSc, MRSB, EurProBiol
Wildlife Campaign Manager
World Animal Protection

¹³ [2022 Nanos Polling](#)

From: Lynn Brown
Sent: Saturday, February 11, 2023 11:32 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] bylaw to allow exotic animals in London

Dear Council members,

I hope you do not change the bylaw preventing exotic animals in London.

This, for two reasons.

These animals deserve to be in free and natural places not penned up for our amusement and financial gain. The presenters may argue that they are rescued from others but displaying them encourages buying more animals , taking them from their natural lives.

Secondly, I find the process of the exotic animal establishment highly presumptuous in their continuing to invest in a London display option despite existing bylaws. If they hope to make the argument that they will now lose money it is unfortunate they put themselves in this position. It is not a wise precedent to set that council can be worm down in this way.

Thanks for considering.

Lynn Brown

From: MARILYN GLASGOW

Sent: Friday, February 10, 2023 12:00 PM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Exotic Animal Establishments-Bylaw amendments - for February 14, 2023 Council Meeting Agenda

To: Mayor and Members of London City Council

I am a resident of London. I am writing to urge you NOT to support changes to London's Animal Control Bylaw PH-3 and Business Licensing Bylaw L-131-16 that would allow the keeping of prohibited Class 7 animals in the City and that would establish a license category and regulations governing exotic animal businesses.

I believe adding an exemption to London's animal control bylaw at the request of a private zoo business, who doesn't need the exemption to operate, is contrary to the bylaw's purpose. I also believe that changing the business licensing bylaw may encourage other exotic animal businesses to try to come to London. That is not in the best interests of the animals or the City and will only create problems, not solve them.

Amending London's bylaws would be a backward step that would erase the human safety, animal welfare and other benefits achieved through past London City Council actions. It would also waste City staff time, resources, taxpayer dollars and diminish London's reputation as a modern, animal friendly municipality.

Please support keeping London a safe and humane place for people and animals by saying NO to the bylaw changes.

Marilyn Glasgow

Tuesday February 14, 2023

Dear Members of London City Council,

I am writing to share concerns about the proposed amendments to the Animal Control By-law and Business Licensing By-law and their implications for the environment. I am the Chair of the Environmental Stewardship and Action Community Advisory Committee. The committee aims to advise Council on matters related to [our mandate](#) which includes: the development and monitoring of London's Climate Emergency Action Plan, the maximization of the retention of natural areas and to act as a resource for other related policies and strategies. **I believe the proposed By-law amendments carry certain risks to the environment and to efforts to conserve biodiversity in London, and I urge Council to consider them as part of its decision.**

Allowing the Reptilia Zoo, which is already licensed to display native species, to expand their business in London to include most non-native (exotic) species, will provide opportunities for members of the public to interact with a variety of captive animals in both onsite and offsite venues. While I appreciate the desire to create positive experiences for Londoners to learn more about reptiles, I am concerned these experiences could lead to unintended environmental effects in the longer term, including:

1. **Lack of enforcement capacity.** It is my understanding that the [Ontario Provincial Animal Welfare Services \(PAWS\)](#) will not be able to provide sufficient enforcement capacity to oversee exotic zoos in London. PAWS typically responds retroactively to complaints, and they do not deal with matters concerning environmental risks, safety risks, possession of animals or nuisance issues. Furthermore, PAWS is not a regulatory body. Regarding the intersection between provincial and municipal jurisdiction, the section 67 of the Ontario PAWS Act states: "*In the event of a conflict between a provision of this Act or of a regulation made under this Act and of a municipal by-law pertaining to the welfare of or the prevention of cruelty to animals, the provision that affords the greater protection to animals shall prevail.*" Does the City of London have resources to expand enforcement of its Animal Control By-law to include oversight of exotic animals kept in zoos and other situations, including Reptilia and others that may fall under the proposed exemption in the future?
2. **Elevated risk of dumping and escaping non-native species.** Reptilia's business model includes activities that support the ownership of exotic pets. For instance, through their Reptile Supply Store, Reptilia generates revenue from sales of housing and husbandry supplies and paraphernalia for keeping reptiles in captivity at home. Most zoos and conservation organizations do not encourage or facilitate the keeping of non-native exotic wild animals by members of the public. In Ontario, the purchasing and handling of exotic animals in the pet trade is afforded limited to no oversight by authorities, resulting in widespread cruelty, neglect, members of the public removing animals from the wild and illegal dumping.

Several non-native exotic species kept as pets in London have already been repeatedly introduced into the wild accidentally or purposefully by owners who no longer want them, including [red-eared slider turtles](#), [goldfish and koi](#), [domestic cats](#) and non-native rabbits. Many additional species have also established themselves (i.e., reproducing in the wild) in other regions of Ontario. As more introduced species become established in parts of London's Natural Heritage System, they cause widespread impacts to ecosystems and native species that are prohibitively expensive and difficult to manage (see information by the [Canadian Council on Invasive Species](#) and [Brown, 2006](#)).

I anticipate that the Reptilia zoo's promotion of the exotic reptile pet trade will lead to increased interest and more people purchasing pets on impulse. Over time, this will precipitate an increase in non-native animals escaping, being abandoned or dumped into local environments (see [Stringham and Lockwood, 2018](#) and [Lockwood et al., 2019](#)).

3. **Promoting unsafe, inappropriate interactions with wildlife.** Reptilia offers their clientele experiences, both onsite and offsite, that may involve touching, handling or being in close proximity to captive live reptiles and amphibians, an activity which has been characterized as public education. I am concerned that this activity may encourage participants to interact with wildlife in London's Natural Heritage System in ways that cause harm, instead of respectfully observing wildlife from a distance. Native reptiles and amphibians that occur in London already face intense urban pressures (see [information from the Canadian Herpetological Society](#)). Unfortunately, many visitors to natural areas in London do not follow the rules displayed on signs at entrances. Will experiences handling captive animals in zoos encourage the public to pursue similar handling experiences with wild animals? This would be problematic particularly for slow-moving reptiles that are prone to harassment, chasing and capture within natural areas.
4. **Elevated risk of disease introduction to native wildlife populations.** A variety of infectious diseases are already decimating wildlife populations in Canada and throughout the world, and a significant number of them are linked to the keeping and trade of exotic pets (see review by [Bezerra-Santos et al., 2021](#)). These diseases include *Chytridiomycosis*, a fungal disease which is wiping out frog and salamander populations in the wild, and *Ophidiomycosis*, another fungal disease that is doing the same to snakes. These kinds of infectious diseases may take hold in wildlife populations through just a single introduction event, such as a release or the dumping of contaminated waste or water. If contagious pathogens spill over from captive exotic animals kept as pets into wild reptiles and amphibians, the outcome for the infected populations could be bleak.
5. **Reptiles and amphibians host a variety of potentially pathogenic infectious organisms that can be transmitted to people (zoonoses).** Young children and the elderly are at especially high risk of infection. Common zoonotic bacterial infections linked to reptiles and amphibians include *Salmonella*, *Clostridium bacterium* (botulism), *Mycobacterium*, *Campylobacter*, *Aeromonas*, *Escherichia coli*, *Klebsiella*, *Serratia* and *Flavobacterium meningosepticum*. These pathogens can be carried by healthy hosts and transmitted through direct physical contact, droppings, contaminated water and food, through contact with surfaces the animals have contacted, and by other means (see review by [Mendoza-Roldan et al., 2020](#)).

[The London Plan](#) calls for London “*to become one of the greenest cities in Canada*” (strategic direction #4) supported by using an ecosystems/watershed approach in all of its planning, protecting and enhancing the Thames Valley corridor and its ecosystem, and protecting and enhancing the health of the Natural Heritage System. As an environmental steward, I believe that strong protections for wildlife, including native reptiles and amphibians that have been identified as being at risk of extinction, should be prioritized as part of these actions.

The City of London’s [Land Acknowledgement](#) states: “*We hold all that is in the natural world in our highest esteem and give honor to the wonderment of all things within Creation. We bring our minds together as one to share good words, thoughts, feelings and sincerely send them out to each other and to all parts of creation. We are grateful for the natural gifts in our world, and we encourage everyone to be faithful to the natural laws of Creation.*”

I hope that London City Council, in recognizing reptiles and other animals both native and introduced as part of Creation, will exercise empathetic discretion as it considers changes that have the potential to severely impact the autonomy and wellbeing of those animals. Facing a climate emergency, now is the time for Council to base its decisions on evidence, and to avoid giving into temptations to prioritize short-term economic gain over long-term risks of expensive harms.

I recommend that the existing Animal Control By-law and Business Licensing By-law should remain unchanged and for Council to decline the proposed exemption for Reptilia, at least until the changes are studied by expert specialists (i.e., scientists) to provide a more detailed account of the immediate and long-term environmental consequences of the proposed amendments.

Thank you for your consideration of my comments.

Brendon Samuels
Chair, Environmental Stewardship and Action Community Advisory Committee

From: Teresa Hubel <tdhubel@huron.uwo.ca>

Sent: Saturday, February 11, 2023 3:16 PM

To: City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; ssteveson@london.ca; Pribil, Jerry <jpribil@london.ca>; Trosow, Sam <strosow@london.ca>; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Ferreira, David <dferreira@london.ca>; Hillier, Steven <shillier@london.ca>; Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Vote against any exemption to zoo bylaw

I'm writing to ask all of you to vote against any attempt by the business Reptilia to undermine the City of London's bylaw prohibiting zoos and to refrain from making any changes to the laws that would create a business licensing category to regulate exotic animal businesses.

I'm frankly shocked that this issue has even been considered by any municipal committee or by the London City Council. There is no possible intelligent or moral justification for rolling back a bylaw that prevents businesses in London (or any other body) from caging and displaying wild animals. That this council is even discussing this possibility makes me wonder how the issue got this far. Reptilia should have been shut down long ago, using the bylaw that already exists.

Other cities have kept this business out. Were London to allow it to open, we'd look like some kind of business backwater, the place where the most unsavory businesses are allowed to open. Not all business is good business, and I shouldn't have to explain why a business that exploits and abuses wild animals for profit is immoral, reprehensible, and seriously out-dated. I mean, it's embarrassing as a citizen of London to read about how this is being debated in Council.

Respectfully, I ask you to keep this business and any other like it out of our city.

Teresa Hubel

Dr. Teresa Hubel

Professor Emeritus

Department of English and Cultural Studies

Huron At Western

1349 Western Rd.

London, ON, Canada, N6G 1H3



From: Teresa Hubel <tdhubel@huron.uwo.ca>
Sent: Saturday, February 11, 2023 2:55 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Exotic Animal Establishments- Bylaw amendments

Please see my email to my ward's councillor, Skylar Franke:

Dear Ms. Franke,

I'm writing to you, as your constituent in Ward 11 and as someone who voted for you in the last election, to ask you to speak out and vote against any attempt on the part of other members of London's City Council to make an exception to the Animal Control Bylaw PH-3. Zoos are always wrong, always. Wild animals should never be caged, not even reptiles. There is no educational argument that justifies allowing a zoo in London, Ontario. There are numerous resources online and in libraries available to anyone who wants to learn about wild animals.

Furthermore, if City Council members were to vote to allow an exception to the bylaw which would enable a private business to display animals (thereby abusing them), such an action would set a precedent that other unsavory businesses could call upon when they want exceptions to our important municipal bylaws.

Please do the right thing and speak out and vote against this attempt by an illegitimate business to bypass the laws that underpin the morality of our city. We can't call ourselves a progressive city if we encourage these kinds of businesses. They need to be sent packing.

Sincerely,

Teresa Hubel

Dr. Teresa Hubel

Professor Emeritus

Department of English and Cultural Studies

Huron At Western

1349 Western Rd.

London, ON, Canada, N6G 1H3



Zoocheck Inc.

PO Box 1389
Gravenhurst, Ontario
P1P 1V5

rob@zoocheck.com
www.zoocheck.com



February 12, 2023

Mayor and Members of Council
City of London
300 Dufferin Avenue
London, ON N6B 1Z2

Dear Mayor and Members of Council:

RE: Proposed animal control and business licensing by-law amendments / exotic animals

I am writing to urge you NOT to support amendments to 1) the Animal Control By-Law that would provide an exemption to the Reptilia zoo business to keep animals currently prohibited in the City of London and, 2) the Business Licensing By-Law that would create an exotic animal establishment license and operational standards for the keeping of exotic animals in London.

Providing an amendment to a single commercial business simply so they can keep prohibited animals they believe might help their business is contrary to the intent of the Animal Control By-law to protect human safety, prevent nuisance issues and to ensure humane treatment of animals.

The creation of a business license for exotic animal establishments and a regulatory program with a set of operational standards in the Business Licensing By-Law should also be rejected. The regulatory scheme, that City staff are unlikely to have the resources or expertise to deliver, is being proposed to control or mitigate future issues associated with the keeping of new exotic animals in the City, including exceptionally dangerous and inappropriate species. Those issues can be dealt with effectively, immediately and at no cost to the City by simply not making the proposed amendments and keeping problematic animals out.

Should the amendments be pursued, I believe they will waste City staff time, energy and taxpayer funds, and may result in enhanced risks to human health and safety, animal welfare problems, elevated risks to local environments and wildlife, nuisance issues and they will



provide a potential pathway for additional mobile zoos, roadside zoos and exotic animal keepers in the province to access or locate in the City.

Prior Council decisions were very clear that the City of London should be a modern, progressive, humane city for both animals and people and that old-fashioned, entertainment-based animal displays and roadshows no longer fit in with that vision. I hope you follow that direction.

For your information I am also attaching a few communications from organizations and experts who have previously provided input regarding Reptilia to London, St. Catharines and Toronto. Much of the content is relevant to London, so you may find some of it helpful.

Thank you considering this correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Laidlaw". The signature is fluid and cursive, with a large initial "R" and "L".

Rob Laidlaw
CBiol MRSB, Executive Director
Zoocheck Inc.

From: Don Blay
Sent: Sunday, February 12, 2023 11:31 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] My email

Please include include my email following in the formal Added Agenda for Tuesday's meeting:

> I am vehemently opposed to keeping prohibited Class 7 animals in the City. I strongly oppose the capture, imprisonment and display of any animals. It is simply inhumane to remove animals from their natural habitat for the so called enjoyment of humans.

> I urge you all to say NO on February 14th to allowing Class 7 animals back into London.

> Don Blay

> Ward 9 resident

February 10, 2023

Councillor Pelosa,

I am writing regarding Tourism London's current position related to Reptilia as a proposed tourism destination in our city.

Statistics Canada defines 'tourism' as a set of productive activities that cater mainly to visitors. Additionally, a visitor is defined as a traveler taking a trip to a main destination outside of their usual environment. For operational purposes, Canada has defined the concept of 'outside the usual environment' as out of town visitors who stay one or more nights away from home. Tourism London's mandate is to promote London, enhance the reputation of our city and grow the resilience of our sustainable tourism ecosystem by driving overnight visitations, spending, collaborating with industry partners and enriching our community.

In reference to the April 20, 2022, report from Planning and Economic Development to the Community and Protective Services Committee, Reptilia and the intended use of this organization is recognized within the Place of Entertainment zone category.

At the time of writing this letter, no one associated with Reptilia has engaged me or any member of my staff in their business plans. As with any new business opening in our city, if alignment with our mandate is present, we would evaluate the economic impacts through a London-specific tourism lens. Recently, Tourism London reported on the impacts of the 2022 Vanier Cup as an example of the economic impact measurement tool and how data is collected using this methodology. Empirical data is required for Tourism London to reach a decision.

Currently as it is proposed to operate, Reptilia may not meet Tourism London's mandated goals as per the industry standard definition of tourism and/or our governance.

Respectfully,

A handwritten signature in black ink, appearing to read "C. Finn", is written over a faded background image of a city skyline.

Cheryl Finn
General Manager
Tourism London

From: Christine Slonetsky

Sent: Monday, February 13, 2023 10:15 AM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Exotic Animal Establishments Bylaw amendments for Feb 14, 2023 Council meeting agenda

Dear Mayor Josh Morgan and Members of London City Council,

I have been a resident of London, Ontario for over 20 years, and currently live in ward 4.

I am writing to you today to ask you **NOT** to support changes to London's Animal Control ByLaw PH-3 and Business Bylaw L.-131-16 on February 14, 2023, that would allow the keeping of prohibited Class 7 animals in the City and that would establish a license category and regulations governing exotic animal businesses.

It is my understanding that the proposed amendment to add an exemption to London's animal control bylaw came at the request of a private zoo business, namely, Reptillia. I am concerned that this change along with changing the business licensing bylaw may encourage other exotic animal businesses to try to come to London.

While I support the growth of local business, I do not support businesses such as Reptilia and other zoo businesses, that profit from the use and confinement of animals. As you are aware, Class 7 animals "shall mean any animal of a type that is normally found in a wild and natural state, whether or not it has been bred and/or raised in captivity" These animals are meant to be free. History has made it clear that using animals for profit, despite stated intentions, leads to abuse of these animals.

Amending London's bylaw would be a backward step that would erase human and animal safety achieved through past London City Council actions.

In closing, I would like to know if I can count on you to vote **NO** to the proposed amendment's to London's Animal Control Bylaw PH-3 and Business Licensing Bylaw L.-131-16.

Respectfully,

Dr Christine Slonetsky, ND,MSW,RSW,BA

From: Nancy Lynn

Sent: Saturday, February 11, 2023 11:55 AM

To: Council Agenda <councilagenda@london.ca>

Cc: City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; ssteveson@london.ca; Pribil, Jerry <jpribil@london.ca>; Trosow, Sam <strosow@london.ca>; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; epelozal@london.ca; Ferreira, David <dferreira@london.ca>; Hillier, Steven <shillier@london.ca>

Subject: [EXTERNAL] Exotic Animal establishments-bylaw amendments for Feb 14/23 council meeting agenda

As a resident of London I am writing to urge you to NOT support bylaw changes to Animal Control PH 3 and business licensing by law L.-131-16 which would allow keeping of prohibited class 7 animals

This business owner's request is asking for change contrary to bylaw's purpose.

This is not in the best interest of the animals or the City

It will cause huge problems

Do NOT vote to amend our bylaws

Doing so would put humans safety and animal welfare at huge risk.

Vote NO!

Do not bow to a private business owner!

Sincerely

Nancy Martin, M.S.W, RSW

From: FRAN BROWN

Sent: Saturday, February 11, 2023 3:54 PM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Exotic Animal Establishments- Bylaw Amendments for February 14 agenda

As a resident of London I would like to request that you not support changes to London's Animal Control Bylaw that would allow the keeping of a prohibited class of animals in the city. The private zoo can operate without this exemption. I see this as a backward step for the city itself and for animals.

Fran Brown

Hi Corrine,

I attempted (late) to speak today, but I did not hear back from City staff.

PRESENTATION TO THE CIVIC WORKS COMMITTEE

Jan 31/2023 Jocelyn Cline

As a person with mobility issues due to arthritis, I recognize the importance of accessibility to parks and other areas of the city that promote mobility and healthy lifestyles.

However, I do not feel that the stairway from Edgehill Crescent down into the ravine can be considered a good choice for accessibility. That stairway is very steep, although tiered. It is not maintained during the winter, and poorly maintained, if at all at other times of the year. Has data been collected on the use of the stairway to learn if access via the stairway is required?

Much safer and readier access is available from Blackacres Blvd at the entrance to the ravine and pathway behind 35 Edgehill Cres. There, there is a crossing, sidewalks, and the access continues via carefully-planned and well-used pathways through the green spaces behind Emily Carr School, up the hill and further into the subdivision.

There would be no advantage for anyone west of Edgehill Road to use a sidewalk on Edgehill Road to gain access to the ravine. The quicker, safer and shorter access would be along Blackacres, behind 35 Edgehill Crescent.

Regarding a possible sidewalk along Edgehill Road and around the corner on Edgehill Crescent to connect to the stairway, it is recognized that a curbside sidewalk would not result in the loss of trees. However, a snowplow would make the curbside sidewalk unusable; and a sidewalk plow, when available, would push half of the snow back into the street.

And this Neighbourhood process has heard from residents of Edgehill Crescent who require wheelchairs who feel safer using quiet Edgehill Crescent than uneven and poorly-maintained sidewalks in the area.

i want to express my support for the full Whitehills Neighbourhood Connectivity Plan. While the Civic Works Committee passed a motion that excluded the Edgehill portion of this proposal, I encourage Council to reconsider and endorse the original plan.

Full credit to those who have discussed this plan with people living on Edgehill. But the impact of the sidewalks goes far beyond the few people living on that street who were consulted. It affects the broader community including others in the neighbourhood, like me, as well as those who visit the area. And 20 years from now, when many of the current residents have moved on, the impact will be felt by future generations.

We often talk about "active transportation" and encouraging kids walk to school with all of its associated benefits. Well, here is a concrete way we can help that. Sidewalks will make these streets safer for kids heading to Emily Carr. It is literally two blocks away. Or the nearby store. Or the baseball diamonds. Or the park. There's lots of young kids and strollers that would walk these streets with their family if they were safer. Why wouldn't we do everything we can to protect them? Not to mention, those simply walking to pick up their mail or get some exercise or walking the dog.

Residents have been so concerned about speeding that the City has installed speed humps and reduced speed zones throughout this area. Sidewalks will only help further reduce speed and increase road safety.

What is the point of accessibility policies, active transportation mandates, the Climate Emergency Action Plan, Age Friendly London Action Plan and the London Plan when a few residents can loudly voice opposition for self-interested reasons and get their way. Inconsistent exemptions like this will further undermine these policies.

I urge you to support the full Whitehills Connectivity Plan.

Thanks

John McCullagh

From: Judi Ginty

Sent: February 12, 2023 10:13 AM

To: Rahman, Corrine <crahman@london.ca>

Subject: [EXTERNAL] Objection to sidewalks on Edgehill Crescent and Edgehill Road.

Hello,

This email is to confirm our continued objection to the installation of sidewalks on Edgehill Crescent and Edgehill Road. We are longtime homeowners (35+ years) on Edgehill Crescent.

As you already know, there is a fully accessible access to the ravine path just steps away, on Blackacres Blvd. Adding an unnecessary sidewalk to Edgehill would be costly not only to the city but would detract property value and personal usage from homeowners by reducing the existing tree canopy, as well as reducing driveway parking options.

Many homeowners on our streets have been consistent in our objections since the proposals first appeared, engaging in a poll, attending a community consultation meeting in 2021, calling, and writing emails. We hope the recent amendment to the connectivity plan for Whitehills excluding Edgehill Crescent and Edgehill Road from unnecessary and unwanted sidewalks is supported at this week's Council meeting on February 14, 2023.

Judi and Brian Ginty



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

February 9th 2023

Dear Colleagues,

Last week all Councillors received an email highlighting various issues happening downtown, including a reduction of public bathroom hours for Dundas Place from 8am-8pm to 12pm-5pm.

We believe that all residents and visitors to our community deserve access to easily accessible and clean bathroom facilities. As new parents, we also appreciate having access to public washrooms for a variety of reasons, as you might imagine. Bathrooms are public assets, and we understand from staff that the downtown bathrooms are well used by the community.

Throughout our strategic plan discussions, we have also been deliberating on regenerating the Downtown Core areas, and we believe that this direction to staff supports this goal.

We have taken the time to review and discuss this matter with the civic administration. Although perhaps not ideal, there are indications that there is the opportunity to accommodate the following request in the Operating Budget that has been recommended for “readoption” by the Strategic Priorities and Policy Committee.

Therefore, given the email communications that all Councillors have received, in recognition of maintaining dignified options for bathroom facilities for residents and tourists Downtown London, and the ability to fund this with the 2023 Budget, we are asking for your support for the following motion;

That City Staff **BE DIRECTED** to take the administrative actions required to maintain the washroom opening hours provided at the Dundas Place Fieldhouse and Victoria Park for the remainder of 2023 using a temporary short-term funding source and provide a long-term funding request through the multi-year budget process.

Respectfully,

Skylar Franke
City Councillor, Ward 11

David Ferreira
City Councillor, Ward 13

The Corporation of the City of London
Office 519.661.5095
Fax 519.661.5933
www.london.ca

From:

Sent: Saturday, January 28, 2023 3:53 PM

To: City of London, Mayor <mayor@london.ca>; Lehman, Steve <slehman@london.ca>; Hillier, Steven <shillier@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; Lewis, Shawn <slewis@london.ca>; Pelozo, Elizabeth <epelozo@london.ca>; Singh, Anusha <asingh@london.ca>

Subject: [EXTERNAL] 489 Upper Queen Development Proposal

Dear London Planning and Environment Committee Members & Mayor J. Morgan, E. Pelozo, A. Singh:

We are opposed to the development regarding 489 Upper Queen Street presented by Siv-ik and supported by the London Planning/Development Department. We will be attending the meeting at London City Hall, January 30th regarding file Z-9540.

We have written to the City of London previously, to express our concern that the development will increase traffic congestion at the Commissioners Rd and Ridout Street intersection, which will be exacerbated once the Ridout Street bridge is completed. Additionally, we are concerned about the design and number of units not being congruent with the existing neighborhood. Our concerns have been apparently dismissed by London's Planning/Development Department. This was not unexpected as we have long held the belief that Developers carry a lot of weight at London City Hall.

If London's Planning and Environment Committee approves the Siv-ik plan for 489 Upper Queen, then we suggest the additional abolishment of all R1 zoning in London, as apparently R1 zoning is only meaningful until a developer wishes a property/lot zoned R-5. There is some humor within this statement, but we hope you get the point.

A revision of the Siv-ik proposal is required. Their plan should incorporate the concerns of the affected citizens in both Ward 11 and 12 regarding this project. Since their original proposal, Siv-ik has essentially only reduced the number of units from eleven to ten. A one unit reduction in the number of units is insignificant and most certainly disrespectful of the concerns of the residents of the city to be affected by the project.

We respectfully request the City of London Planning and Environment Committee to reject the Siv-ik plan and refer it back to staff to incorporate the requests expressed by the London citizens concerned. An agreeable solution for all parties involved, should be attainable.

Sincerely,

Ross Bishop Val Roche
London, Ont.
N6C 4A1



Mr Mayor and Members of Council,

The project before you for approval at 489 Upper Queen Street will serve as a litmus test for council and for London. The London Plan has set out ambitious goals to grow inwards and upwards and to intensify, and the new zoning by-law which will be created out of the re-think zoning process will likely mirror it creating more opportunities for developments like this. This is already reflected in newer developments in London where there are mixed types of housing from single family homes, to townhouses, up to high-rise towers.

London has been growing at a tremendous rate and is expected to continue grow at this pace over the next 25 years. With recent direction from the Province and council to build 47,000 homes over the next decade, and knowing how badly the need is for more housing of all kinds, infill will be one of the best ways for industry to help achieve this. It is quite likely when the new zoning by-law comes into effect, R1 zoning will cease to exist as it currently limits what can be built to just single detached homes "The R1 Zone is the most restrictive residential zone, and provides for and regulates single detached dwellings."

The cost to build a single-family home in the City of London has risen tremendously as it has across Canada which is why this low intensity form of zoning has recently become known as exclusionary zoning. If NIMBYism and exclusion dictate how we build housing, we are going to see these same housing issues for the rest of our lifetime and beyond. People unable to find housing will continue to be the norm rather than people having options and choices.

As every new infill application comes forward they will present different challenges to be addressed as each site will vary. It is imperative though that city staff and council do their utmost to support these opportunities as it will be one of the best ways to increase housing supply in London and enable more Londoners and future Londoners to become homeowners.

This is the first test of many for staff and council to walk the talk to meet its ambitious housing goals. It is encouraging to see staff already doing so here, and the industry hopes to see council do the same to ensure we can build the homes desperately needed in London.

Thank you,

Jared Zaifman

Jared Zaifman
CEO - London Home Builders' Association

From: bettyboop
Sent: Friday, February 10, 2023 5:21 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Item 6.4 489 Upper Queens Ave. (Z-9540)

Please place my letter on the public agenda for Item 6.4 489 Upper Queens Ave. (Z-9540)

Dear Council,

Many of the concerns raised by residents opposing a development at 489 Upper Queens Avenue related to buffering and excessive parking. These concerns could have been easily resolved by asking the developer to adhere to the city's parking standards, which would have reduced the number of parking spaces. The reduction of parking spaces would allow for greater open green amenity space, which in turn would have allowed for more buffering, drainage and privacy and addressed concerns about traffic.

A simple request asking the developer to adhere to the city's new parking standards was never discussed at Committee. Instead their concerns were dismissed as "nimbyism". These concerns are echoed everywhere across the city - new development proposals are too big for the lot size.

Please send the application back to staff to discuss with the developer a reduction in parking spaces, greater amenity space and drainage.

Respectfully

AnnaMaria Valastro

From: Barbara Giampa

Sent: Saturday, February 11, 2023 5:12 PM

To: Morgan, Josh <joshmorgan@london.ca>

Cc: McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; ssteveson@london.ca; ipribil@london.ca; stropsow@london.ca; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Franke, Skylar <sfranke@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Ferreira, David <dferreira@london.ca>; shillie@london.ca; Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Feb 14, 2023 Council Meeting - 608 Commissioners Rd W

We reside in London and live near the site of the proposed apartment building. We strongly oppose this application.

It was with great disappointment that we learned that the Planning Committee accepted the rezoning application for 608 Commissioners Rd W on Jan 30, 2023.

To say the least, having a 6 Storey Apartment Building at this location WOULD HAVE A MAJOR IMPACT on our neighbourhood.

- 6 storeys is too high - Townhouses, like those which have been built along Commissioners Rd W, would be a

much better fit for the area.

- this is a residential area. It will not fit in.

- should not have access on to Westmount Cres

- not enough parking for visitors which will lead to cars parking on Westmount Cres and beyond

- increased traffic which will lead to cars using Westmount Cres, Jamaica St, Nottinghill Cres to avoid waiting to access Commissioners Rd

- there is not enough green space

- the neighbourhood will not be a safe place to walk - children walking to school, people walking their dogs, seniors walking for exercise, families out for a walk

- property values will be negatively impacted

- privacy will be lost for all who enjoy sitting in their backyards

We have lived here for 45 years. One of the main reasons we have stayed is we love the neighbourhood. It is quiet and we love being outside listening to birds and enjoy seeing the squirrels and chipmunks. All this will change, not for the better, if this building is allowed to be built.

Please stop and think how you would feel if this was being proposed for your neighbourhood.

When the time comes to vote on this application we strongly urge you to say NO.

Peter and Barbara Giampa

Community and Protective Services Committee

Report

The 3rd Meeting of the Community and Protective Services Committee
January 31, 2023

PRESENT: Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors A. Hopkins, H. McAlister, S. Trosow and P. Van Meerbergen; J. Bunn, A. Job, K. Dickins, Deputy Chief R. Hayes, Deputy Chief A. Hunt, S. Mathers, J.P. McGonigle, S. Stafford

Remote Attendance: L. Livingstone; C. Dooling, O. Katolyk, K. Pawelec, T. Pollitt and B. Westlake-Power

The meeting was called to order at 4:03 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: C. Rahman
Seconded by: D. Ferreira

That Items 2.1 to 2.9 BE APPROVED.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 1st Report of the Accessibility Community Advisory Committee

Moved by: C. Rahman
Seconded by: D. Ferreira

That the 1st Report of the Accessibility Community Advisory Committee, from its meeting held on January 12, 2023, BE RECEIVED.

Motion Passed

2.2 Next Generation 9-1-1 Authority Service Agreement with Bell Canada

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report, dated January 31, 2023, related to the Next Generation 9-1-1 Authority Service Agreement with Bell Canada:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to:

- i) approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- b) the above-noted staff report BE RECEIVED; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with part a) above. (2023-S11/P16)

Motion Passed

2.3 Building Safer Communities Fund (BSCF) Contribution Agreement

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated January 31, 2023, BE INTRODUCED at the Municipal Council meeting on February 14, 2023, to:

- a) approve the Building Safer Communities Fund (BSCF) Contribution Agreement, as appended to the above-noted by-law, between His Majesty the King in Right of Canada as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London;
- b) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Agreement; and,
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2023-P03)

Motion Passed

2.4 Parks and Recreation Master Plan Annual Report

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services and the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, related to the Parks and Recreation Master Plan Annual Report, BE RECEIVED; it being noted that the communication, as appended to the Added Agenda, from A. McGuigan, with respect to this matter, was received. (2023-R04)

Motion Passed

2.5 Permanent City of London Indigenous Artwork Collection Source of Financing

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with

respect to the staff report dated January 31, 2023, related to the Permanent City of London Indigenous Artwork Collection Source of Financing:

- a) the Culture Services Division, Neighbourhood and Community-Wide Services BE AUTHORIZED to acquire and display a permanent City of London Indigenous Artwork Collection through the London Arts Council Purchase of Service Agreement as part of the City of London Public Art and Monument Policy and Program;
- b) the funding for the above-noted procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all actions necessary to implement these recommendations. (2023-R08)

Motion Passed

2.6 London Fire Department Single Source Call Handling Software

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the London Fire Department Single Source Call Handling Software:

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Solacom Technologies Inc., 80 Rue Jean-Proulx, Gatineau, Quebec, J8Z 1W1, for pricing for a single source contract for five (5) years for the provision of Next Generation 9-1-1 - compatible call handling software to the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Solacom Technologies Inc. to provide Next Generation 9-1-1 -compatible call handling software to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization above; and,
- d) the funding for the above-noted procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-A03)

Motion Passed

2.7 London Fire Department Single Source for Battery Operated Extrication Equipment - SS-2023-008

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the London Fire Department Single Source for Battery Operated Extrication Equipment (SS-2023-008):

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Darch Fire Inc., 9-402 Harmony Road, Ayr, Ontario, N0B 1E0, for pricing for a single source contract for two (2) years with three (3) option years for the provision of Holmatro battery operated extrication equipment to the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Darch Fire Inc. to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,
- d) the funding for this procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V07)

Motion Passed

2.8 London Fire Department Single Source Stabilization Rescue Struts - SS-2023-009

Moved by: C. Rahman
 Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the London Fire Department Single Source Stabilization Rescue Struts (SS-2023-009):

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with A.J. Stone Co. Ltd., 62 Bradwick Drive, Vaughan, Ontario, L4K 1K8, for pricing for a one-time, single source purchase of stabilization rescue struts for the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with A.J. Stone Co. Ltd. to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,
- d) the funding for this procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V06)

Motion Passed

2.9 Housing Stability Services Purchase of Service Agreement Template

Moved by: C. Rahman
 Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law, as appended to the staff report

dated January 31, 2023, BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023, to:

- a) approve the Municipal Purchase of Service Agreement, as appended to the above-noted by-law, as the standard form of agreement with respect to the purchase of homeless prevention and housing stability services by The Corporation of the City of London; and,
- b) delegate authority to the Deputy City Manager, Social and Health Development, or their written designate, to execute and amend Municipal Purchase of Service Agreements with Service Providers, employing the above-noted standard form Agreement that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council. (2023-S11)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Exotic Animal Establishments

Moved by: S. Stevenson

Seconded by: J. Pribil

That the following actions be taken with respect to the staff report, dated January 31, 2023, related to Exotic Animal Establishments:

- a) the revised attached proposed by-laws, BE REFERRED to a future meeting of the Community and Protective Services Committee for a public participation meeting; and,
- b) the requests for delegation, as appended to the Added Agenda, BE REFERRED to the above-noted public participation meeting;

it being noted that the Community and Protective Services Committee heard a verbal delegation from W. Brown, Chair, Animal Welfare Community Advisory Committee, with respect to this matter;

it being further noted that the communications from the following individuals, as appended to the Added Agenda, were received with respect to this matter:

- W. Brown, Chair, Animal Welfare Community Advisory Committee;
- A.M. Valastro;
- C. Kuijpers;
- F. Morrison;
- M. Hamers, World Animal Protection;
- R. Laidlaw, Zoocheck Inc.;
- D. Brooks, Ontario SPCA and Humane Society; and,
- S. Thompson. (2023-P14)

Yeas: (3): S. Stevenson, J. Pribil, and C. Rahman

Nays: (2): E. Pelosa, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

Additional Votes:

Moved by: S. Stevenson

Seconded by: J. Pribil

Motion to approve a proposed amendment to By-law PH-3, part a) to read, "a) up to 35,000 square feet indoors of the property located at 785 Wonderland Road South.

Yeas: (3): S. Stevenson, J. Pribil, and C. Rahman

Nays: (2): E. Pelozza, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

Moved by: S. Stevenson

Seconded by: J. Pribil

Motion to approve a proposed amendment to By-law L.-131-16, under "Regulations" to add, "or the Zoological Association of America."

Yeas: (3): S. Stevenson, J. Pribil, and C. Rahman

Nays: (2): E. Pelozza, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

Moved by: C. Rahman

Seconded by: D. Ferreira

Motion to hear the delegation from W. Brown, Chair, Animal Welfare Community Advisory Committee, to be heard at this meeting.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential

Moved by: D. Ferreira

Seconded by: J. Pribil

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

6.1 Litigation/Potential Litigation/Solicitor-Client Privilege

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality, with respect to exotic animals.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Community and Protective Services Committee convened, In Closed Session, from 4:28 PM to 5:24 PM.

7. Adjournment

The meeting adjourned at 6:46 PM.

Appendix 'A'

Bill No. --
2023

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”.

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

AND WHEREAS section 23.2 of the Municipal Act, 2001 permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the City deems it to be in the public interest, having regard to health and safety including safety of service providers and consumers/patrons and nuisance control as it is related to Exotic Animal Establishments;

AND WHEREAS it is deemed expedient to amend By-law No. L.-131-16, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”, passed on December 12, 2017;

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

1. The Business Licensing By-law L.-131-16 is hereby amended by adding “**Exotic Animal Establishment**”, as referenced in the attached **Schedule 'xx'** to the Business Licence By-law Schedule.

Schedule xx

Definitions:

Exotic Animal Establishment means a place where exotic animals are kept or put on display.

Exotic Animal means any animal of a type that is normally found in a wild and natural state, whether or not it has been bred and/or raised in captivity and includes but is not limited to bear, wolf, coyote, crocodile, alligator, bobcat, lynx, mountain lion, cougar, tiger, lion, monkey, fox, skunk, kangaroo, eagle, hawk, elephant, weasel, racoon, venomous lizard, venomous snake, venomous spider, all birds the keeping of which is prohibited in the Migratory Birds Convention Act, S.C. 1985, C.M-7, and regulations thereto and all animals the keeping of which is prohibited in the Fish and Wildlife Conservation Act, 1997 and regulations thereto.

Regulations:

In addition to all the requirements set out in this By-law, every holder of an Exotic Animal Establishment shall be a member of or accredited by the Canadian Association of Zoos and Aquaria (CAZA), the Association of Zoos and Aquariums (AZA) or the Zoological Association of America (ZAA).

Prohibitions:

- No Person shall own or operate an Exotic Animal Establishment without holding a current valid licence issued under this By-law.

- No Person shall operate an Exotic Animal Establishment in contravention of any Regulations of this By-law.
- No person shall operate an Exotic Animal Establishment in contravention of any Administrative Regulations as approved and amended from time to time by the Licence Manager.

Powers of Licence Manager:

In addition to any other power, duty and or function prescribed in the By-law, the Licence Manager may establish Administrative Regulations under this Schedule, in consultation with partner agencies, including but not limited to: London Police Service, Middlesex London Health Unit, Fire Department and Middlesex London Paramedic Service:

- Prescribe the content of the Animal Inventory Record including but not limited to the following information for each exotic animal: species, description including length, weight and any identifiable markings, age and gender;
- Prescribe the content of a Veterinary Health Certificate maintained by a Veterinarian registered in the Province of Ontario for each exotic animal certifying the good health of the animal and the absence of any zoonotic diseases including a record of vaccinations as applicable;
- Prescribe the content of an Animal Accommodation plan including species appropriate maintenance protocol including a description of the housing, cleaning and maintenance procedures and general animal welfare;
- Prescribe the content of a Transportation Plan describing the transportation of animals as permitted from the premises to government regulated educational facilities including record keeping protocol;
- Prescribe the content of an Emergency Management and Public Safety Plan including protocol for controlling and containing any exotic animal, crowd control measures, public health requirements and evacuation protocol in any situation which becomes or could become a threat to public health and safety;
- Prescribe the requirements for Commercial General Liability and Indemnification from any and all claims, demands, cause of action, loss costs or damages that the City of London may suffer, incur or be liable for resulting from the performance of the applicant as set out in the By-law whether with or without negligence on the part of the applicant, the applicant's employees, directors, and agents with respect to the operations of the licensed premise.

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

PASSED in Open Council on , 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading –
Second reading –
Third reading –

Bill No. --
2023

By-law No. PH-3

A by-law to amend By-law No. PH 3 "Animal Control By-law".

AND WHEREAS paragraph 1 of section 210 of the *Municipal Act, R.S.O. 1990, c. M.45*, as amended, provides that by-laws may be passed by Councils of local municipalities for prohibiting or regulating the keeping of animals or any class therein within the municipality or defined areas thereof, including the number of animals that may be kept by any person and the number of animals or any class thereof that may be kept about any dwelling unit.

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

1. Section 14 of Animal Control By-law PH-3 is hereby amended by adding the following:
Class 7 animals may be kept or put on display at the following licensed Exotic Animal Establishment locations:

- (a) Up to 35,000 square feet indoors of the property located at 785 Wonderland Road South;

PASSED in Open Council on , 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading –
Second reading –
Third reading –

Civic Works Committee

Report

The 3rd Meeting of the Civic Works Committee
January 31, 2023

PRESENT: Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; J. Bunn, J. Dann, A. Job, D. MacRae, A. Rammeloo, K. Scherr, S. Stafford, J. Stanford

Remote Attendance: Councillors P. Cuddy and P. Van Meerbergen; D. Freeman, Vanetia R., B. Westlake-Power

The meeting was called to order at 12:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Trosow

Seconded by: P. Cuddy

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

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 2nd Report of the Environment Stewardship and Action Community Advisory Committee

Moved by: S. Trosow

Seconded by: P. Cuddy

That the 2nd Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on January 11, 2023, BE RECEIVED.

Motion Passed

2.2 Consultant Contract Services Increase for the Stanton Drain Trunk Sewer Replacement Project

Moved by: S. Trosow

Seconded by: P. Cuddy

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 31, 2023, related to a Consultant Contract Services Increase for the Stanton Drain Trunk Sewer Replacement Project:

- a) the engineering fees for Development Engineering (London) Limited BE INCREASED to recognize the additional scope of work for the project, in accordance with the estimate on file, by \$29,913 (excluding HST), from \$78,890 to a total upset amount of \$108,803, in accordance with Section 15.2 (g) of the 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; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E01)

Motion Passed

2.3 2022 External Audit of London's Drinking Water Quality Management System and 2022 Management Review

Moved by: S. Trosow
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, with respect to the 2022 External Audit of London's Drinking Water Quality Management System and 2022 Management Review, BE RECEIVED. (2023-E13)

Motion Passed

2.4 2022 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

Moved by: S. Trosow
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, with respect to the 2022 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System, BE RECEIVED. (2023-E13)

Motion Passed

2.6 RFP-2022-279 Public Utility Locate Service Contract Award – Irregular Result

Moved by: S. Trosow
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 31, 2023, related to the Public Utility Locate Service Contract Award Irregular Result (RFP-2022-279):

- a) the bid submitted by GTel Engineering, of \$4,534,124.85 (excluding HST), to provide public utility locate services for two (2) years as the initial term, and three (3) optional terms of one (1) year each, BE ACCEPTED in accordance with the Procurement of Goods and Services Policy; it being noted that the bid submitted by GTel Engineering was the only bid that met the technical criteria and the City's specifications and requirements;

- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- c) approval, herein, BE CONDITIONAL upon the Corporation entering into a formal contract relating to the subject matter of this approval; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement, or other documents, if required, to give effect to these recommendations. (2023-L04)

Motion Passed

2.7 SS-2023-026 - Single Source Purchase of Ravo Street Sweepers

Moved by: S. Trosow
 Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated January 31, 2023, related to the Single Source Purchase of Ravo Street Sweepers (SS-2023-026):

- a) approval BE GIVEN to execute a Single Source purchase, as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) the Single Source negotiated price BE ACCEPTED to purchase six (6) 2023 Ravo 5 iSeries Vacuum Street Sweepers, for a total estimated price of \$2,022,099.24 (excluding HST), from Cubex Ltd., 189 Garden Avenue, Brantford, Ontario N3S 0A7;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal purchase agreement relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-T06)

Motion Passed

2.5 Contract Award: Tender No. RFT-2022-248 Rapid Transit Implementation – Wellington Street from Queens Avenue to the Thames River (South Branch) – Irregular Result

Moved by: H. McAlister
 Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 31, 2023, related to the award of contracts for Rapid Transit Implementation – Wellington Street from Queens Avenue to the Thames River (South Branch) project:

- a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$28,540,331.45 (excluding HST), for the Rapid Transit Implementation – Wellington Street from Queens Avenue to the Thames River (South Branch) project, BE ACCEPTED in accordance with the Procurement of Goods and Services Policy Section 8.10 (a) and 13.2 (b); it being noted that this is an irregular result because the cost exceeds the project budget

for the Downtown Loop Phase 3 project; it also being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of three (3) bids received and meets the City's specifications and requirements in all areas;

- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$1,804,701 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the "Sources of Financing Report", as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2022-248); and,
- f) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and S. Trosow

Nays: (1): P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

3. Scheduled Items

3.1 Glen Cairn Neighbourhood Connectivity Plan

Moved by: P. Van Meerbergen

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Glen Cairn Neighbourhood Connectivity Plan, as appended to the staff report dated January 31, 2023, BE APPROVED to inform the annual Renew London Construction Program; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2023-T04)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Voting Record:

Moved by: H. McAlister

Seconded by: P. Van Meerbergen

Motion to open the public participation meeting.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: P. Van Meerbergen
Seconded by: S. Trosow

Motion to close the public participation meeting.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.2 Grenfell Neighbourhood Connectivity Plan

Moved by: S. Trosow
Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Grenfell Neighbourhood Connectivity Plan, as appended to the staff report dated January 31, 2023, BE APPROVED to inform the annual Renew London Construction Program; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2023-T04)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Voting Record:

Moved by: H. McAlister
Seconded by: S. Trosow

Motion to open the public participation meeting.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Trosow
Seconded by: H. McAlister

Motion to close the public participation meeting.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.3 Whitehills Neighbourhood Connectivity Plan

Moved by: C. Rahman
Seconded by: P. Cuddy

That the Whitehills Neighbourhood Connectivity Plan, as appended to the staff report dated January 31, 2023, BE APPROVED to inform the annual Renew London Construction Program with the exception of the proposed Edgehill Road and Edgehill Crescent sidewalks;

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

- A. Dewdney;
- B. Ratcliffe; and,
- M. Ebel. (2023-T04)

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and S. Trosow

Absent: (2): P. Van Meerbergen, and Mayor J. Morgan

Motion Passed (4 to 0)

Voting Record:

Moved by: H. McAlister
Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and S. Trosow

Absent: (2): P. Van Meerbergen, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Trosow
Seconded by: H. McAlister

Motion to close the public participation meeting.

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and S. Trosow

Absent: (2): P. Van Meerbergen, and Mayor J. Morgan

Motion Passed (4 to 0)

4. Items for Direction

4.1 New Sidewalk Project List 2023

Moved by: H. McAlister
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, with respect to the New Sidewalk Project List for 2023, BE RECEIVED; it being noted that a communication, as appended to the Added Agenda, from J. Menard, Chair, Accessibility Community Advisory Committee, with respect to this matter, was received. (2023-T04)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.2 REQUEST FOR DELEGATION STATUS – J. Preston, London Transit Commission Specialized Transit for Disabled Londoners

Moved by: S. Trosow
Seconded by: H. McAlister

That the request for delegation, from J. Preston, London Transit Commission, with respect to Specialized Transit for Disabled Londoners, BE APPROVED to be heard at the next meeting of the Civic Works Committee. (2023-T03)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) 2nd Report of the Integrated Transportation Community Advisory Committee

Moved by: H. McAlister
Seconded by: P. Van Meerbergen

That the 2nd Report of the Integrated Transportation Community Advisory Committee, from its meeting held on January 18, 2023, BE RECEIVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 2:03 PM.

Strategic Priorities and Policy Committee

Report

7th Meeting of the Strategic Priorities and Policy Committee - Special Meeting
January 23, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, C. Cooper, S. Corman, S. Mathers, K. Scherr, M. Schulthess, C. Smith, N. Steinberg, K. Van Lammeren, B. Westlake-Power, R. Wilcox

Remote attendance: B. Card

The meeting is called to order at 4:03 PM, it being noted that Councillors P. Van Meerbergen, D. Ferreira and S. Hillier were in remote attendance; it being further noted that Councillor S. Franke was in remote attendance after 8:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Developing the 2023-2027 Strategic Plan: Setting the Strategic Areas of Focus, Outcomes and Expected Results

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

a) the report, entitled "Developing the 2023-2027 Strategic Plan: Strategic Areas of Focus, Outcomes, and Expected Results" BE RECEIVED for information; and,

b) the attached draft strategic areas of focus, outcomes, and expected results for the 2023-2027 Strategic Plan, excluding the Wellbeing and Safety strategic area of focus, BE CONSIDERED and BE SHARED with the community to seek feedback;

it being noted that the Strategic Priorities and Policy Committee received a staff presentation with respect to this matter.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Additional Votes:

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

That the SPPC recess at this time.

Motion Passed

The SPPC recesses at 6:05 PM; the SPPC reconvenes at 6:42 PM.

Moved by: S. Lewis
Seconded by: S. Stevenson

That pursuant to section 33.8 of the Council Procedure by-law, the Committee BE PERMITTED to proceed beyond 11:00 PM.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Moved by: S. Lewis
Seconded by: S. Stevenson

That the draft "Wellbeing and Safety" strategic focus BE AMENDED in Outcome 1, Expected Results, part e) by removing the words "noise reduction".

Yeas: (10): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, E. Pelosa, and S. Hillier

Nays: (4): S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): P. Van Meerbergen

Motion Passed (10 to 4)

Moved by: C. Rahman
Seconded by: P. Cuddy

That the draft strategic area of focus, Wellbeing and Safety, including draft outcomes and expected results, BE CONSIDERED and BE SHARED with the community to seek feedback., excluding part e) of Expected Results.

Outcome 1:

London has safe, vibrant, and healthy neighbourhoods and communities.

Expected Results:

- a. Londoners feel safe across the city, in the core, and in their neighbourhoods and communities.
- b. Londoners have a strong sense of belonging and sense of place.
- c. Londoners have safe access to public spaces, services, and supports that increase their wellbeing and quality of life.
- d. Improved emergency services response time and reporting
- e.

- f. Improved park maintenance and garbage collection
- g. Improved boulevard and bus shelter maintenance and garbage collection
- h. Improved wayfinding and walkability

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Moved by: S. Lewis
 Seconded by: E. Pelozza

That the draft "Wellbeing and Safety" strategic focus Outcome 1, Expected Results, part e) of Outcome 1, BE APPROVED.

e) Improved traffic safety, traffic calming

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 1)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: H. McAlister
 Seconded by: S. Stevenson

The meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 11:45 PM.

Draft Strategic Areas of Focus for Consultation

January 23, 2023

- Reconciliation, Equity, and Inclusion
- Housing and Homelessness
- Wellbeing and Safety
- Safe London for Women, Girls, Gender-Diverse and Trans People
- Economic Growth, Culture, and Prosperity
- Mobility
- Climate Action and Sustainable Growth
- Well-Run City

Reconciliation, Equity and Inclusion

Outcome 1:

The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.

Expected Results:

- a) Establishment of new and strengthening current relationships with local First Nation and urban Indigenous communities and Indigenous-serving organizations.
- b) Enhanced understanding of the Truth and Reconciliation Commission Calls to Action and how to best implement them.

Outcome 2:

The City of London is a leader in becoming an equitable and inclusive community.

Expected Results:

- a) Meaningful relationships and partnerships with equity-denied groups and with organizations led by, for, and with equity-denied communities.
- b) Equity-denied groups come to London and choose to stay in our community.
- c) Our services are informed and delivered by the communities we serve.

Outcome 3:

All Londoners have opportunities to participate in civic engagement.

Expected Results:

- a) Increased access to and participation of equity-denied groups in civic engagement.
- b) Increased participation in City of London internship programs [and employment opportunities](#) for equity-denied groups.

Housing and Homelessness

Outcome 1:

The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.

Expected Results:

- a) Increased access to a range of quality, affordable, and supportive housing options that meet the unique needs of individuals and families.

Outcome 2:

London has a robust community system of health, homelessness, and housing stability services, [policies, procedures and bylaws](#) in place to support individuals and families at risk of or experiencing homelessness.

Expected Results:

- a) Decreased number of individuals and families at risk of or experiencing homelessness.
- b) [Improved quality and safety in social housing](#)
- c) [Improved safety in shelter system](#)

Outcome 3:

A well planned and growing community.

Expected Results:

- a) London's growth and development is well-planned and considers use, intensity, and form.
- b) The City of London supports [faster/streamlined](#) approvals and increasing the supply of housing [with a focus on achieving our intensification targets](#).

Wellbeing and Safety

Outcome 1:

London has safe, vibrant, and healthy neighbourhoods and communities.

Expected Results:

- a) Londoners feel safe across the city, in the core, and in their neighbourhoods and communities.
- b) Londoners have a strong sense of belonging and sense of place.
- c) Londoners have [safe](#) access to [public](#) spaces, services, and supports that increase their wellbeing and quality of life.
- d) [Improved emergency services response time and reporting](#)
- e) [Improved traffic safety, traffic calming](#)
- f) [Improved park maintenance and garbage collection](#)
- g) [Improved boulevard and bus shelter maintenance and garbage collection](#)
- h) [Improved wayfinding and walkability](#)

Outcome 2:

London is an affordable and supportive community for individuals and families.

Expected Results:

- a) Housing in London is affordable and attainable.
- b) Londoners have [timely/faster](#) access to quality, affordable services.
- c) Londoners have access to key services and supports to enhance their wellbeing and resilience.

Safe London for Women, Girls, Gender-Diverse and Trans People

Outcome 1:

The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Expected Results:

- a) Increased capacity to recognize, address, and prevent all forms violence against women and girls and gender-based violence.
- b) Increased capacity to recognize, address, and prevent sexual exploitation and trafficking.
- c) London is a safe city where women, girls, nonbinary and trans individuals, and survivors access public spaces and freely participate in public life without fear or experience of sexual violence.

Economic Growth, Culture, and Prosperity

Outcome 1:

London encourages economic growth and diversification.

Expected Results:

- a) Small and growing businesses and entrepreneurs are supported to be successful.
- b) Increased economic activity from our core and the greater community.
- c) London has a sufficient supply of serviced lands in strategic locations.
- d) London is a regional center that **proactively** attracts talent, business, and investment.

Outcome 2:

London is a destination of choice.

Expected Results:

- a) London is a UNESCO City of Music and is recognized as a centre for arts, sport, and culture.
- b) Continued growth of London's film industry.

Outcome 3:

London encourages the growth of local artistic and musical talent.

Expected Results:

- a) Londoners have more opportunities to engage in diverse arts and music events.
- b) Increased opportunities for performances or displays.
- c) Increased use of municipal and cultural spaces for local talent.

Outcome 4:

London's core area is a vibrant neighbourhood and destination of choice.

Expected Results:

- a) Increased economic activity from our core
- b) Increased residential occupancy and livability in the core area
- c) Increased commercial occupancy in the core area
- d) More cultural activities and events
- e) Increased safety in the core area

Mobility

Outcome 1:

Londoners of all identities, abilities and means can move throughout the city safely and efficiently.

Expected Results:

- a) Improved [reliability](#), quality and safety of all modes of mobility.
- b) Increased access to sustainable mobility options.
- c) [More equitable access to reliable public transportation options for people with disabilities including paratransit.](#)
- d) [Improved ridership and rider satisfaction](#)
- e) [Better connected active transportation network serving persons of all ages and abilities](#)
- f) [Public transit that better meets the needs of our workforce](#)
- g) [Improved intercity transit connections with neighbouring communities](#)

Climate Action and Sustainable Growth

Outcome 1:

London has a strong and healthy environment.

Expected Results:

- a) London is moving towards a circular economy, including greater waste reduction and diversion.
- b) Waterways, wetlands, watersheds, and natural areas are appropriately protected and enhanced.
- c) Increased tree canopy.

Outcome 2:

London is a model for climate action and sustainability, [in alignment with the Council-declared climate emergency and the Climate Emergency Action Plan](#).

Expected Results:

- a) London is on track to [hit our 2027 emission reduction targets](#), to be a net zero community by 2050.
- b) Improved community capacity and resilience to be ready for current and future changes to the climate and its impacts.

Outcome 3:

London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of our community.

Expected Results:

- a) The infrastructure gap is managed for all assets.
- b) Infrastructure is built, maintained, and secured to support future growth and protect the environment.

Well-Run City

Outcome 1:

The City of London is trusted, open, and accountable in service of our community.

Expected Results:

- a) Londoners have trust and confidence in their local government.
- b) Londoners are aware of the municipal services available to them
- c) Reduced barriers to public participation in local government.
- d) Improved governance processes

Outcome 2:

Londoners experience good stewardship, exceptional and valued service.

Expected Results:

- a) Resident/business satisfaction with our services is high.
- b) Our services are designed and delivered putting the resident/business at the centre and using innovative approaches and continuously improving to meet the needs of Londoners.
- c) The City of London's regional and community relationships support the delivery of exceptional and valued service.
- d) London's finances are maintained in a transparent, sustainable, and well-planned manner, incorporating intergenerational equity, affordability and environmental, social, and governance considerations.

Outcome 3:

The City of London is a leader in public service.

Expected Results:

- a) The City of London is recognized as an employer of choice.
- b) The City of London is a safe, respectful, and healthy workplace.
- c) The City of London has effective facilities and Infrastructure management.

Strategic Priorities and Policy Committee Report

8th Meeting of the Strategic Priorities and Policy Committee - BUDGET
January 26, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira

ABSENT: S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, J. Davies, K. Dickins, M. Galczynski, A. Job, S. Mathers, K. Murray, K. Scherr, C. Smith, K. Van Lammeren, B. Westlake-Power

Remote attendance: B. Card, K. Clarke, S. Corman, S. Glover, R. Lamon, J. Millman, J. Milson, M. Schulthess

The meeting is called to order at 9:34 AM; it being noted that Councillor P. Cuddy was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor P. Van Meerbergen disclosed a pecuniary interest in Item 4.1 b.) having to do with Business Cass #P-2, Ontario Works and Children's Services, specific to the Children's Services portion, by indicating that his wife owns and operates her own daycare.

2. Consent

2.1 2023 Annual Budget Update Presentation

Moved by: S. Lewis

Seconded by: S. Trosow

That the update presentation BE RECEIVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Review of Recommended Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-1 - Various Services - Budget Right-Sizing - Operating Expenditure (\$2,900,000); Tax Levy (\$6,581,000); Capital Expenditure (\$475,000) BE APPROVED;

- b) Case #P-2 - Ontario Works and Children's Services - Reduction in Required 2023 Investments - Operating Expenditure (\$620,000); Tax Levy (\$1,030,000) BE APPROVED;
 - i) Case #P-2a - Reduction in Life Stabilization Investment in 2023 due to COVID-19 Impacts – Operating Expenditure (\$388,000); Tax Levy (\$388,000); and,
 - ii) Case #P-2b - Reduction in Child Care Investment in 2023 due to Transitional Funding Availability, Case #P-2c - Partial Deferral of Expansion Child Care Investment in 2023 due to COVID-19 Impacts - Operating Expenditure (\$232,000); Tax Levy (\$642,000)
- c) Case #P-3 - Housing Stability Services - Roadmap to 3,000 Affordable Units - Portable Benefits and Staff Resources - Operating Expenditure \$1,794,000; Tax Levy \$1,794,000 BE APPROVED;
- d) Case #P-4 - Community Improvement/BIA - Project Clean Slate - Operating Expenditure \$200,000; Tax Levy \$200,000 BE APPROVED;
- e) Case #P-5 - Information Technology - Cybersecurity Infrastructure Expansion and Updates - Operating Expenditure \$1,009,000; Tax Levy \$1,009,000; Capital Expenditure \$142,000 BE APPROVED;
- f) Case #P-6 - Anti-Racism and Anti-Oppression - 1001 Inventions Exhibit - Operating Expenditure \$125,000; Tax Levy \$0 BE APPROVED; and,
- g) Case #P-7 - Land Ambulance - Additional Resources to Address Service Pressures - Operating Expenditure \$1,759,000; Tax Levy \$0 BE APPROVED.

Motion Passed

Voting Record:

Moved by: S. Lewis
 Seconded by: S. Franke

That the following actions be taken with respect to the 2023 Annual Budget Update:

- c) Case #P-3 - Housing Stability Services - Roadmap to 3,000 Affordable Units - Portable Benefits and Staff Resources - Operating Expenditure \$1,794,000; Tax Levy \$1,794,000 BE APPROVED;
- d) Case #P-4 - Community Improvement/BIA - Project Clean Slate - Operating Expenditure \$200,000; Tax Levy \$200,000 BE APPROVED;
- e) Case #P-5 - Information Technology - Cybersecurity Infrastructure Expansion and Updates - Operating Expenditure \$1,009,000; Tax Levy \$1,009,000; Capital Expenditure \$142,000 BE APPROVED;
- f) Case #P-6 - Anti-Racism and Anti-Oppression - 1001 Inventions Exhibit - Operating Expenditure \$125,000; Tax Levy \$0 BE APPROVED; and,
- g) Case #P-7 - Land Ambulance - Additional Resources to Address Service Pressures - Operating Expenditure \$1,759,000; Tax Levy \$0 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: S. Franke

Seconded by: S. Trosow

That Budget Amendment #P-1 BE AMENDED to re-allocate the \$225,000 for Downtown Tree Planting and retain for tree planting efforts across the city:

it being noted that the amendment would have the following affect:

Case #P-1 Excluding downtown tree planting - Various Services - Budget Right-Sizing - Operating Expenditure (\$2,675,000); Tax Levy (\$6,356,000); Capital Expenditure (\$250,000)

Yeas: (7): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (7): J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Failed (7 to 7)

Moved by: S. Lewis

Seconded by: S. Lehman

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-1 - Various Services - Budget Right-Sizing - Operating Expenditure (\$2,900,000); Tax Levy (\$6,581,000); Capital Expenditure (\$475,000) BE APPROVED;

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That the following related to Business Case Amendment #P-2, BE APPROVED:

Case #P-2a - Reduction in Life Stabilization Investment in 2023 due to COVID-19 Impacts – Operating Expenditure (\$388,000); Tax Levy (\$388,000)

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: S. Lewis

Seconded by: J. Morgan

That the following related to Business Case Amendment #P-2, BE APPROVED:

Case #P-2b - Reduction in Child Care Investment in 2023 due to Transitional Funding Availability, Case #P-2c - Partial Deferral of Expansion Child Care Investment in 2023 due to COVID-19 Impacts - Operating Expenditure (\$232,000); Tax Levy (\$642,000)

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 0)

4.2 Review of Recommended Property Tax Capital Budget Amendments (2023 totals rounded to the closest \$1,000)

Moved by: H. McAlister

Seconded by: D. Ferreira

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-8 - Transportation - Capital Project Adjustments - Capital Expenditure (\$10,225,000); Tax Levy \$0 BE APPROVED; and,

b) Case #P-9 - London and Middlesex Community Housing (LMCH) - Capital Project Adjustments - Capital Expenditure \$21,000,000; Tax Levy \$0 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.3 Review of For Consideration Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-10 - Roadways - Reduction to Previously Approved "For Consideration" Business Cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions - Operating Expenditure

(\$196,000); Tax Levy (\$196,000); Capital Expenditure (\$200,000); BE APPROVED;

i) Case #P-10a – Reduce previously approved additional investment in local improvement for streetlights – Operating Expenditure (\$136,000); Tax Levy (\$136,000); Capital Expenditure (\$200,000);

ii) Case #P-10b – Reduce annual walkway maintenance – Operating Expenditure (\$60,000); Tax Levy (\$60,000)

b) Case #P-11 - Parks and Horticulture - Reduction in Horticulture Aesthetics - Operating Expenditure (\$200,000); Tax Levy (\$200,000) BE APPROVED;

c) Case #P-14 - Revised Neighbourhood Strategic Initiatives and Funding - Humane Society of London and Middlesex Animal Campus - Operating Expenditure \$3,000,000; Tax Levy \$0 BE APPROVED; it being noted that this will be funded from the Operating Budget Contingency Reserve;

d) Case #P-16 - Community Improvement/BIA - Funding for the Hamilton Road BIA - Operating Expenditure \$100,000; Tax Levy \$100,000 BE APPROVED, and that the property tax levy funding to Business Improvement Areas BE REVIEWED in conjunction with the consideration of future multi-year budget updates, and during this term of Council, in 2026;

e) Case #P-17 - Capital Financing - Reduction to Previously Approved "For Consideration" Business Case - Infrastructure Gap RF Contribution - Operating Expenditure (\$475,000); Tax Levy (\$475,000) BE APPROVED;

f) that consideration of Business Case #P-13 - Information Technology - Eliminate Printing of Council Agenda Materials - Operating Expenditure (\$8,000); Tax Levy (\$8,000) BE REFERRED to the next multi-year budget process, 2024 to 2027; and,

g) that consideration of Budget Amendment #P-15 - Neighbourhood Strategic Initiatives and Funding Increase to Neighbourhood Decision Making Program - Operating expenditure \$250,000; Tax Levy \$250,000, BE REFERRED to the next multi-year budget process 2024-2027.

Motion Passed

Voting Record:

Moved by: D. Ferreira

Seconded by: S. Franke

That the SPPC recess at this time.

Motion Passed

The SPPC recesses at 11:49 AM and resumes at 12:20 PM.

Moved by: S. Trosow

Seconded by: J. Morgan

That the following actions be taken with respect to the 2023 Annual Budget Update:

e) Case #P-14 - Neighbourhood Strategic Initiatives and Funding - Humane Society of London and Middlesex Animal Campus - Operating Expenditure \$3,000,000; Tax Levy \$0 BE APPROVED;

Moved by: J. Morgan
Seconded by: S. Lewis

That the source of financing for Budget Amendment #P-14 Humane Society of London & Middlesex New Comprehensive Animal Campus BE REVISED from the Community Investment Reserve Fund to the Operating Budget Contingency Reserve.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: S. Trosow
Seconded by: J. Morgan

That the motion, as amended, BE APPROVED.

That the following actions be taken with respect to the 2023 Annual Budget Update:

e) Case #P-14 - Neighbourhood Strategic Initiatives and Funding - Humane Society of London and Middlesex Animal Campus - Operating Expenditure \$3,000,000; Tax Levy \$0 BE APPROVED; it being noted that the source of financing will be the Operating Budget Contingency Reserve Fund.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

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

That the following BE APPROVED:

a. Case #P-10 - Roadways - Reduction to Previously Approved "For Consideration" Business Cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions - Operating Expenditure (\$936,000); Tax Levy (\$936,000); Capital Expenditure (\$200,000)

i. Case #P-10a – Reduce previously approved additional investment in local improvement for streetlights – Operating Expenditure (\$136,000); Tax Levy (\$136,000); Capital Expenditure (\$200,000)

ii. Case #P-10b – Reduce annual walkway maintenance – Operating Expenditure (\$60,000); Tax Levy (\$60,000)

iii. Case #P-10c – Reduce previously approved additional investment in winter maintenance – Operating Expenditure (\$740,000); Tax Levy (\$740,000)

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

Motion to approve Budget Amendment Case #P-10a – Reduce previously approved additional investment in local improvement for streetlights –

Operating Expenditure (\$136,000); Tax Levy (\$136,000); Capital Expenditure (\$200,000).

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to approve Budget Amendment Case #P-10b – Reduce annual walkway maintenance – Operating Expenditure (\$60,000); Tax Levy (\$60,000)

Yeas: (9): J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, S. Trosow, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Nays: (5): H. McAlister, J. Pribil, C. Rahman, S. Lehman, and E. Pelozza

Absent: (1): S. Hillier

Motion Passed (9 to 5)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to approve Budget Amendment Case #P-10c – Reduce previously approved additional investment in winter maintenance – Operating Expenditure (\$740,000); Tax Levy (\$740,000)

Yeas: (5): S. Lewis, P. Cuddy, S. Stevenson, S. Lehman, and A. Hopkins

Nays: (9): J. Morgan, H. McAlister, J. Pribil, S. Trosow, C. Rahman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Failed (5 to 9)

Moved by: S. Franke

Seconded by: S. Lewis

That the following actions be taken with respect to the 2023 Annual Budget Update:

b) Case #P-11 - Parks and Horticulture - Reduction in Horticulture Aesthetics - Operating Expenditure (\$200,000); Tax Levy (\$200,000) BE APPROVED;

Yeas: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and E. Pelozza

Nays: (3): S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Moved by: S. Lewis
Seconded by: C. Rahman

That the following actions be taken with respect to the 2023 Annual Budget Update:

c) Case #P-12 - Community Recreation and Leisure Programs - Reduction to Neighbourhood Playground Program - Operating Expenditure (\$250,000); Tax Levy (\$250,000) BE APPROVED;

Nays: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Failed (0 to 14)

Moved by: H. McAlister
Seconded by: S. Franke

That the following actions be taken with respect to the 2023 Annual Budget Update:

d) Case #P-13 - Information Technology - Eliminate Printing of Council Agenda Materials - Operating Expenditure (\$8,000); Tax Levy (\$8,000) BE APPROVED;

Moved by: S. Trosow
Seconded by: P. Van Meerbergen

That consideration of Business Case #P-13 - Information Technology - Eliminate Printing of Council Agenda Materials - Operating Expenditure (\$8,000); Tax Levy (\$8,000) BE REFERRED to the next multi-year budget process, 2024.to 2027.

Yeas: (11): J. Morgan, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): H. McAlister, S. Lewis, and S. Lehman

Absent: (1): S. Hillier

Motion Passed (11 to 3)

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

That consideration of Budget Amendment P-15 BE REFERRED to the next multi-year budget process 2024-2027

Case #P-15 - Neighbourhood Strategic Initiatives and Funding - Increase to Neighbourhood Decision Making Program - Operating Expenditure \$250,000; Tax Levy \$250,000

Yeas: (13): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Nays: (1): J. Morgan

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Moved by: H. McAlister
Seconded by: P. Cuddy

That the following actions be taken with respect to the 2023 Annual Budget Update:

g) Case #P-16 - Community Improvement/BIA - Funding for the Hamilton Road BIA - Operating Expenditure \$100,000; Tax Levy \$100,000
BE APPROVED

Moved by: J. Morgan
Seconded by: S. Lewis

That the motion to approve Budget Amendment Case #P-16, BE AMENDED to include the following wording:

"and that the property tax levy funding to Business Improvement Areas BE REVIEWED in conjunction with the consideration of future multi-year budget updates, and during this term of Council in 2026"

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: H. McAlister
Seconded by: P. Cuddy

That the motion related to the approval of Budget Amendment Case #P-16, as amended, BE APPROVED:

"That the following actions be taken with respect to the 2023 Annual Budget Update:

g) Case #P-16 - Community Improvement/BIA - Funding for the Hamilton Road BIA - Operating Expenditure \$100,000; Tax Levy \$100,000 BE APPROVED; and that the general tax levy funding to Business Improvement Areas BE REVIEWED in conjunction with the consideration of future multi-year budgets, and during this term of Council in 2026."

Yeas: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (3): S. Stevenson, P. Van Meerbergen, and E. Pelosa

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Moved by: S. Lewis
Seconded by: H. McAlister

That a recess BE APPROVED at this time.

Motion Passed

The SPPC recesses at 3:06 PM and resumes at 3:18 PM.

Moved by: C. Rahman
Seconded by: S. Lehman

That the following actions be taken with respect to the 2023 Annual Budget Update:

h) Case #P-17 - Capital Financing - Reduction to Previously Approved "For Consideration" Business Case - Infrastructure Gap RF Contribution - Operating Expenditure (\$950,000); Tax Levy (\$950,000) BE APPROVED.

Moved by: S. Franke
Seconded by: D. Ferreira

That Budget Amendment Case #P-17 BE AMENDED to be in the amount of (\$ 475,000).

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): A. Hopkins

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Moved by: C. Rahman
Seconded by: S. Lehman

That the amended Budget Amendment Case #P-17, in the amount of (\$475,00), BE APPROVED

h) Case #P-17 - Capital Financing - Reduction to Previously Approved "For Consideration" Business Case - Infrastructure Gap RF Contribution - Operating Expenditure (\$475,000); Tax Levy (\$475,000).

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): A. Hopkins

Absent: (1): S. Hillier

Motion Passed (13 to 1)

4.4 Review of For Consideration Property Tax Capital Budget Amendment (2023 totals rounded to the closest \$1,000)

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

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-18 - Community Improvement/BIA - Streetscape Master Plan for Dundas Street - Argyle BIA - Capital Expenditure \$150,000; Tax Levy \$0 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: A. Hopkins
Seconded by: C. Rahman

That the SPPC recess at this time.

Motion Passed

The SPPC recesses at 3:52 PM and resumes at 4:05 PM.

4.5 Reserves and Reserve Funds Overview

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

That the Reserves and Reserve Funds Overview BE RECEIVED for information; it being noted projections are subject to annual review and adjustment.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.6 Debt Overview

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

That the Debt Overview BE RECEIVED for information.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.7 Reconciliation of the Draft Property Tax Budget to the Public Sector Accounting Board Budget

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

That the reconciliation of the draft Property Tax Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.8 Operating Budget

Moved by: S. Lehman

Seconded by: S. Lewis

That in accordance with section 291(4)(c) of the *Municipal Act, 2001*, as amended, the amended 2023 operating budget (Appendix A) BE READOPTED in the gross expenditure amount of \$1,117,281,244 and the tax levy amount of \$736,457,801 after recognizing \$12,773,658 of increased taxation from assessment growth.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.9 Capital Budget

Moved by: S. Lehman

Seconded by: S. Lewis

That in accordance with section 291(4)(c) of the *Municipal Act 2001*, as amended, the following actions be taken with respect to the capital budget (Appendix B):

a) the amended 2023 capital budget BE READOPTED in the amount of \$447,680,000; and,

b) the amended 2024 to 2029 capital forecast BE APPROVED in principle in the amount of \$1,458,611,000.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.10 By-laws Regarding Tax Levy, Operating and Capital Budgets

Moved by: S. Lehman

Seconded by: S. Lewis

That the Civic Administration BE DIRECTED to bring forward any necessary by-laws regarding the tax levy, the operating and capital budgets for introduction at Municipal Council.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.11 Review of Recommended Water Budget Amendments (2023 totals rounded to the closest \$1,000)

Moved by: A. Hopkins

Seconded by: J. Morgan

That the following actions be taken with respect to the 2023 Annual Water Budget Update:

a) Case #W-1 - Schedule Change for Springbank #2 Water Reservoir Replacement and Expansion - Operating Expenditure \$0; Operating Revenue \$0; Capital Expenditure (\$37,581,000) BE APPROVED; and,

b) Case #W-2 - Schedule Changes for Water Growth Projects - Operating Expenditure \$0; Operating Revenue \$0; Capital Expenditure (\$8,075,000) BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.12 Water Reserves/Reserve Funds Overview

Moved by: P. Cuddy

Seconded by: A. Hopkins

That the Water Reserves/Reserve Funds Overview for the 2020 to 2023 Multi-Year Budget BE RECEIVED for information.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.13 Reconciliation of the Draft Water Budget to the Public Sector Accounting Board Budget

Moved by: P. Van Meerbergen

Seconded by: D. Ferreira

That the reconciliation of the draft Water Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.14 Water Services

Moved by: S. Lewis

Seconded by: S. Franke

That in accordance with section 291(4)(c) of the Municipal Act 2001, as amended, the following actions be taken with respect to the 2023 operating budget and the 2023 capital budget and associated forecasts for Water Services:

- a) the amended 2023 operating budget for Water Services BE READOPTED in the gross expenditure amount of \$93,695,368 and gross revenue amount of \$93,695,368;
- b) the amended 2023 capital budget for Water Services BE READOPTED in the amount of \$38,852,000; and,
- c) the amended 2024 to 2029 capital forecast for Water Services BE APPROVED in principle in the amount of \$324,163,000;

it being noted that all rates and charges related to the provision of Water Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019, increased by 2.5% effective January 1, 2021, January 1, 2022 and January 1, 2023 as approved by Council on October 27, 2020.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.15 Review of Recommended Wastewater and Treatment Budget Amendments (2023 totals rounded to the closest \$1,000)

Moved by: S. Lehman

Seconded by: D. Ferreira

That the following actions be taken with respect to the 2023 Annual Wastewater and Treatment Budget Update:

- a) Case #WWT-1 - Mud Creek East Branch Phase 2 Budget Increase - Operating Expenditure \$0; Operating Revenue \$0; Capital Expenditure \$1,657,000 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.16 Wastewater and Treatment Reserves/Reserve Funds Overview

Moved by: P. Van Meerbergen

Seconded by: A. Hopkins

That the Wastewater and Treatment Reserves/Reserve Funds Overview for the 2020 to 2023 Multi-Year Budget BE RECEIVED for information.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.17 Reconciliation of the Draft Wastewater and Treatment Budget to the Public Sector Accounting Board Budget

Moved by: H. McAlister

Seconded by: S. Lewis

That the reconciliation of the draft Wastewater and Treatment Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.18 Wastewater and Treatment Services

Moved by: C. Rahman

Seconded by: S. Lewis

That in accordance with section 291(4)(c) of the *Municipal Act 2001*, as amended, the following actions be taken with respect to the 2023 operating budget and the 2023 capital budget and associated forecasts for Wastewater and Treatment Services:

a) the amended 2023 operating budget for Wastewater and Treatment Services BE READOPTED in the gross expenditure amount of \$117,543,814 and gross revenue amount of \$117,543,814;

b) the amended 2023 capital budget for Wastewater and Treatment Services BE READOPTED in the amount of \$92,640,000; and,

c) the amended 2024 to 2029 capital forecast for Wastewater and Treatment Services BE APPROVED in principle in the amount of \$621,579,000;

it being noted that all rates and charges relating to the provision of Wastewater and Treatment Services were increased by 2.5% effective January 1, 2020; as approved by Council on November 26, 2019, increase by 2.5% effective January 1, 2021, 2.7% effective July 1, 2021, 2.5% effective January 1, 2022 and 2.5% effective January 1, 2023 as approved by Council on October 27, 2020.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Animal Welfare Community Advisory Committee

Moved by: A. Hopkins

Seconded by: D. Ferreira

That the Added Communication from the Animal Welfare Community Advisory Committee Report, BE RECEIVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

6. Adjournment

Moved by: P. Van Meerbergen

Seconded by: S. Lewis

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 4:35 PM.

Strategic Priorities and Policy Committee

Report

9th Meeting of the Strategic Priorities and Policy Committee
February 7, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

ABSENT: S. Lehman

ALSO PRESENT: L. Livingstone, J. Adema, A. Barbon, S. Corman, K. Dickins, K. Edwards, S. Mathers, J.P. McGonigle, H. McNeely, A. Rammeloo, N. Steinberg, J. Taylor, B. Westlake-Power, R. Wilcox

Remote attendance: R. Armistead, B. Card, K. Pawelec, M. Schulthess, P. Yeoman

The meeting is called to order at 4:02 PM; it being noted that the following were in remote attendance Councillors P. Van Meerbergen and S. Hillier; it being further noted that Councillors S. Franke and E. Pelozza were in remote attendance after 10:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

3.1 Delegation - Dr. Jackie Schleifer Taylor, President and CEO, London Health Sciences Centre (LHSC)

Moved by: D. Ferreira

Seconded by: A. Hopkins

That it BE NOTED that the Strategic Priorities and Policy Committee heard a delegation from Dr. Jackie Schleifer Taylor, President and CEO, London Health Sciences Centre (LHSC) with respect to the future of health care.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

4. Items for Direction

4.1 London's Housing Pledge: A Path to 47,000 Units by 2031

Moved by: S. Lewis

Seconded by: D. Ferreira

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the City of London Municipal Housing Target:

- a) the staff report BE RECEIVED for information;
- b) a pledge to accelerate the housing supply of 47,000 units in our community by 2031 BE ADOPTED in response to the Minister of Municipal Affairs letter dated October 25, 2022;
- c) the Mayor BE DIRECTED to complete a letter in response to the Minister of Municipal Affairs, by March 1, 2023, highlighting Council's pledge and the strategies and actions that the City will take to accelerate the supply of new housing;
- d) the Civic Administration BE DIRECTED to develop a Housing Supply Action Plan working with the Housing Supply Reference Group described in Appendix 'B' Housing Supply and Affordability Framework; it being noted that the Housing Supply Reference Group may expand to include additional members as may be appropriate, including but not limited to a member from the not-for-profit housing sector and a member involved in housing supply/housing research; and,
- e) the Civic Administration BE DIRECTED to establish an Affordable Housing Reference Group described in Appendix 'B' Housing Supply and Affordability Framework to support the ongoing Roadmap to 3000 Affordable Units;

it being noted that the Strategic Priorities and Policy Committee heard a verbal update from M. Wallace, Executive Director, London Development Institute (LDI) with respect to this matter.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

Additional votes:

Moved by: E. Pelozza

Seconded by: A. Hopkins

That the delegation request from Mr. M. Wallace, London Development Institute (LDI), BE APPROVED to be heard at this time.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (1): S. Lehman

Motion Passed (13 to 1)

Moved by: S. Franke

Seconded by: S. Trosow

That part d) BE AMENDED to include the following:

"it being noted that the Housing Supply Reference Group may expand to include additional members as may be appropriate, including but not

limited to a member from the not-for-profit housing sector and a member involved in housing supply/housing research."

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

4.2 Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan

That the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

- a) the report, entitled "Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan" BE RECEIVED for information;
- b) the following Draft Vision and Mission BE ACCEPTED for additional consultation with the public:

Vision

London is a sustainable city within a thriving region, committed to innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Mission

Our mission is to improve the quality of life and build a strong and vibrant community through bold, proactive, and accountable city services.

- c) all three Draft Value sets, attached, BE REFERRED to the Municipal Council meeting of February 14, for consideration;
- d) the attached, revised draft Strategic Areas of Focus, Outcomes and Expected Results BE SHARED with the community to continue to seek feedback;

it being noted that the Strategic Priorities and Policy Committee received the attached presentation from J. Rodger, Executive Director, Anova and J. Dunn, Executive Director, London Abused Women's Centre, and a presentation from staff with respect to this matter.

Motion Passed

Voting Record:

Moved by: E. Pelozza

Seconded by: C. Rahman

Delegation request from J. Rodger, Executive Director, Anova and J. Dunn, Executive Director, London Abused Women's Centre BE APPROVED to be heard at this time.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

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

That the SPPC recess at this time, for thirty minutes.

Motion Passed

The committee recesses at 6:27 PM and resumes at 7:04 PM.

Election

Consideration of Vision Statement

1. London is a sustainable city within a thriving region, committed to innovation and overcoming challenges to provide a safe, affordable, welcoming, and healthy future for today and for the next generation.

(57.14 %):J. Morgan, A. Hopkins, E. Pelozza, H. McAlister, S. Trosow, S. Franke, D. Ferreira, C. Rahman

2. London a welcoming and safe place, home to a thriving, inclusive community that boldly embraces innovation and opportunity for all.

(35.71 %):S. Lewis, S. Hillier, P. Van Meerbergen, S. Stevenson, J. Pribil

3. London is a safe, thriving, inclusive community that boldly embraces innovation, where challenges are overcome and opportunities are seized.

(7.14 %):P. Cuddy

Conflict (0): None

Majority Winner: 1. London is a sustainable city within a thriving region, committed to innovation and overcoming challenges to provide a safe, affordable, welcoming, and healthy future for today and for the next generation.

Moved by: E. Pelozza
Seconded by: P. Cuddy

That the Draft Vision Statement BE AMENDED to remove the words "and overcoming challenges" to read as follows:

London is a sustainable city within a thriving region, committed to innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Absent: (1): S. Lehman

Motion Passed (13 to 1)

Election

Consideration of Mission Statement

1. The mission of the City of London is to improve quality of life through bold, proactive, responsive, and accountable public services and administration.

(57.14 %):J. Morgan, E. Pelozza, H. McAlister, P. Cuddy, S. Trosow, S. Franke, D. Ferreira, C. Rahman

2. Local, collaborative government that builds a strong and vibrant community for people to live, work, and play.

(28.57 %):A. Hopkins, S. Lewis, S. Stevenson, J. Pribil

3. A proactive public service leader that creates conditions for

present and future generations to thrive. (14.29 %):S. Hillier, P. Van Meerbergen
Conflict (0): None

Majority Winner: 1. The mission of the City of London is to improve quality of life through bold, proactive, responsive, and accountable public services and administration.

Moved by: D. Ferreira
Seconded by: S. Lewis

That the Draft Mission Statement BE AMENDED to add "and build a strong and vibrant community through" and replacing the word "public" with "city" to read as follows:

"Our mission is to improve the quality of life and build a strong and vibrant community through bold, proactive, and accountable city services."

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

Election

Consideration of Draft Values

1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust. (30.77 %):S. Hillier, S. Trosow, D. Ferreira, C. Rahman

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning (46.15 %):A. Hopkins, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Franke

3. Reconciliation, Equity, and Inclusion Sustainability and Affordability Collaborative Partnerships Accountability and Trust Innovative service delivery Financial stewardship (23.08 %):J. Morgan, E. Pelosa, H. McAlister

Conflict (0): None

Majority Winner: No majority

Election

Consideration of Draft Values

1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust. (53.85 %):J. Morgan, S. Hillier, E. Pelosa, H. McAlister, S. Trosow, D. Ferreira, C. Rahman

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning (46.15 %):A. Hopkins, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Franke

Conflict (0): None

Majority Winner: 1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust.

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

That all three Draft Value sets BE REFERRED to the Municipal Council meeting of February 14, for consideration.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

Moved by: S. Lewis
Seconded by: P. Cuddy

That the following Draft Vision and Mission BE ACCEPTED for additional consultation with the public:

Vision

London is a sustainable city within a thriving region, committed to innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Mission

Our mission is to improve the quality of life and build a strong and vibrant community through bold, proactive, and accountable city services.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

Moved by: E. Pelozza
Seconded by: D. Ferreira

That the SPPC recess at this time

Motion Passed

The SPPC recesses at 9:43 PM and resumes at 10:03 PM.

Moved by: C. Rahman
Seconded by: P. Cuddy

That the attached, revised draft Strategic Areas of Focus, Outcomes and Expected Results BE SHARED with the community to continue to seek feedback.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

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

That the staff report and presentation BE RECEIVED.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

4.3 Developing Council's 2023-2027 Strategic Plan: Community Engagement Update

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

That, on the recommendation of the City Manager, the report with respect to the developing the 2023-2027 Strategic Plan: Community Engagement Update BE RECEIVED for information.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

4.4 Developing Council's 2023-2027 Strategic Plan: Tabling Draft Strategies

Moved by: S. Lewis
Seconded by: D. Ferreira

That, on the recommendation of the City Manager, the report with respect to developing the 2023-2027 Strategic Plan: Tabling Draft Strategies BE RECEIVED for information.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

4.5 Resignation from the London Police Services Board

Moved by: A. Hopkins
Seconded by: C. Rahman

That the following actions be taken with respect to the London Police Services Board:

a) the communication dated January 25, 2023 from S. Toth BE RECEIVED;

b) the resignation of Susan Toth from the London Police Services Board BE ACCEPTED, effective January 31, 2023; and,

c) the City Clerk BE DIRECTED to advertise in the usual manner to solicit applications for appointment to the Police Services Board, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration;

it being noted that the process promoting board, commission and committee applications has expanded to include circulations by People Services and the Anti-Racism and Anti-Oppression Unit, and will be done in alignment with the section 29 (1) of the Comprehensive Ontario Police Services Act, 2019.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

Moved by: S. Lewis

Seconded by: S. Trosow

That pursuant to section 33.8 of the Council Procedure by-law, the Committee BE PERMITTED to proceed beyond 11:00 PM.

Motion Passed

4.6 Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Ecological Community Advisory Committee

Moved by: S. Lewis

Seconded by: A. Hopkins

That the following actions be taken with respect to the resolution letter related to the 4th and 1st Reports of the Ecological Community Advisory Committee (ECAC):

a) the above noted resolution letter, BE RECEIVED; and,

b) Dr. E. Dusenge BE APPOINTED to the Ecological Community Advisory Committee for the term ending February 2024.

Yeas: (12): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): J. Morgan

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (12 to 1)

4.7 Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Integrated Transportation Community Advisory Committee

Moved by: S. Lewis
Seconded by: C. Rahman

That the following actions be taken with respect to the Municipal Council resolution from its meeting held on January 24, 2023 regarding the Integrated Transportation Community Advisory Committee (ITCAC):

- a) the Civic Administration BE DIRECTED to make necessary arrangements for hybrid meeting accommodations for all community advisory committees, allowing members to attend virtually or in-person as they individually choose, no later than the end of Q2 2023;
- b) the Civic Administration BE REQUESTED to develop a "standing delegation" at standing committee meetings, for each Community Advisory Committee; and,
- c) the Civic Administration BE REQUESTED to investigate and report back to the ITCAC with respect to a Zoom license for the ITCAC sub-committee use.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Absent: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: A. Hopkins
Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 11:07 PM.

Council's 2023-2027 Strategic Plan Drafts for Consultation from SPPC Meeting February 7, 2023

The following reflects the draft vision, mission, and values statements, strategic areas of focus, outcomes, and expected results that were developed by Council at the February 7, 2023, meeting of the Strategic Priorities and Policy Committee. These statements will be posted on GetInvolved for public comment at: <https://getinvolved.london.ca/strategicplan>

Draft Vision Statement

London is a sustainable city within a thriving region, committed to innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Draft Mission Statement

Our mission is to improve quality of life and build a strong and vibrant community through bold, proactive, and accountable City services

Draft Values (To be determined at the February 14, 2023 Municipal Council meeting)

Values Set 1:

- An affordable, prosperous, inclusive and healthy city for all Londoners.
- Sustainable and forward thinking through positive collaborations.
- Open and transparent decision making in the public interest to foster trust.

Values Set 2:

- Inclusive and Respectful
- Accountability and Trust
- Compassion
- Teamwork
- Committed and Driven
- Learning

Values Set 3:

- Reconciliation, Equity, and Inclusion
- Sustainability and Affordability
- Collaborative Partnerships
- Accountability and Trust
- Innovative service delivery
- Financial stewardship

Draft Strategic Areas of Focus

- Reconciliation, Equity, and Inclusion
- Housing and Homelessness
- Wellbeing and Safety
- Safe London for Women, Girls, Gender-Diverse and Trans People
- Economic Growth, Culture, and Prosperity
- Mobility and Transportation
- Climate Action and Sustainable Growth
- Well-Run City

Draft Strategic Area of Focus: Reconciliation, Equity, and Inclusion

Outcome 1: The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.

Expected Results:

- 1.1 - Establishment of new and strengthening current relationship with local First Nation and urban Indigenous communities and Indigenous-serving organizations.
- 1.2 - Enhanced understanding of the Truth and Reconciliation Commission Calls to Action and how to best implement them.

Outcome 2: The City of London is a leader in becoming an equitable and inclusive community.

Expected Results:

- 2.1 - Meaningful relationships and partnerships with equity-denied groups and with organizations led by, for, and with equity-denied communities.
- 2.2 - Equity-denied groups come to London and choose to stay in our community.
- 2.3 - Our services are informed and delivered by the communities we serve.

Outcome 3: All Londoners have opportunities to participate in civic engagement.

Expected Results:

- 3.1 - Increased access to and participation of equity-denied groups in civic engagement.
- 3.2 - Increased participation in City of London internship programs and employment opportunities for equity-denied groups.

Draft Strategic Area of Focus: Housing and Homelessness

Outcome 1: The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.

Expected Results:

- 1.1 - Increased access to a range of quality, affordable, and supportive housing options that meet the unique needs of individuals and families.

Outcome 2: London has a robust community system of health, homelessness, housing stability services, policies, procedures and bylaws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing situations.

Expected Results:

- 2.1 - Decreased number of individuals and families at risk of or experiencing homelessness.
- 2.2 - Improved quality and safety in social housing
- 2.3 - Improved safety in shelter system
- 2.4 - London has a strong system of enforcement to protect the health and safety of tenants.

Note: New Expected Result- Strategies to be developed

Outcome 3: A well planned and growing community.

Expected Results:

- 3.1 - London's growth and development is well-planned and considers use, intensity, and form.
- 3.2 - The City of London supports faster/streamlined approvals and increasing the supply of housing with a focus on achieving our intensification targets.

Draft Strategic Area of Focus: Wellbeing and Safety

Outcome 1: London has safe, vibrant, and healthy neighbourhoods and communities.

Expected Results:

- 1.1 - Londoners feel safe across the city, in the core, and in their neighbourhoods and communities.
- 1.2 - Londoners have a strong sense of belonging and sense of place.
- 1.3 - Londoners have safe access to public spaces, services, and supports that increase their wellbeing and quality of life.
- 1.4 - Improved emergency services response time and reporting.
- 1.5 - Improved traffic safety, traffic calming.
- 1.6 - Improved park maintenance and garbage collection.
- 1.7 - Improved boulevard and bus shelter maintenance and garbage collection.
- 1.8 - Improved wayfinding and walkability.
- 1.9 – Improved health equity across neighbourhoods.

Note: New Expected Result - strategies to be developed, for example food security

Outcome 2: London is an affordable and supportive community for individuals and families.

Expected Results:

- 2.1 - Housing in London is affordable and attainable.
- 2.2 - Londoners have timely/faster access to quality, affordable services.
- 2.3 - Londoners have equitable access to key services, community supports and recreational opportunities to enhance their wellbeing and resilience.

Outcome 3: London continues its efforts to promote animal welfare including companion pets and wild animals

Expected Results:

Note: New Outcome – Expected Results and Strategies to be developed

Draft Strategic Area of Focus:

Safe London for Women, Girls, and Gender-Diverse and Trans People

Outcome 1: The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Expected Results:

- 1.1 - Increased capacity to recognize, address, and prevent all forms of violence against women and girls and gender-based violence.
- 1.2 - Increased capacity to recognize, address, and prevent sexual exploitation and trafficking.
- 1.3 - London is a safe city where women, girls, nonbinary and trans individuals, and survivors access public spaces and freely participate in public life without fear or experience of sexual violence.

Draft Strategic Area of Focus: Economic Growth, Culture, and Prosperity

Outcome 1: London encourages equitable economic growth and diversification.

Expected Results:

- 1.1 - Small and growing businesses, entrepreneurs and non-profits are supported to be successful.
- 1.2 - Increased economic activity from our core and the greater community.
- 1.3 - London has a sufficient supply of serviced lands in strategic locations.
- 1.4 - London is a regional center that proactively attracts talent, business, and investment.

Outcome 2: London is a destination of choice.

Expected Results:

- 2.1 – London is a UNESCO City of Music and is recognized as a centre for arts, sport, and culture.
- 2.2 - Continued growth of London’s film industry.

Outcome 3: London encourages the growth of local artistic and musical talent.

Expected Results:

- 3.1 - Londoners have more opportunities to engage in diverse arts and music events.
- 3.2 - Increased opportunities for performances or displays.
- 3.3 - Increased use of municipal and cultural spaces for local talent.

Outcome 4: London’s core area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination.

Expected Results:

- 4.1 - Increased and diversified economic activity from our core area.
- 4.2 - Increased residential occupancy and livability in the core area.
- 4.3 - Increased commercial occupancy in the core area.
- 4.4 - More multicultural activities, events and recreational sports activities.

Note: Revised Expected Result – Additional Strategies to be developed

- 4.5 - Increased safety in the core area.

Draft Strategic Area of Focus: Mobility and Transportation

Outcome 1: Londoners of all identities, abilities and means can move throughout the city safely and efficiently.

Expected Results:

- 1.1 - Improved reliability, quality, and safety of all modes of mobility.
- 1.2 - Increased access to sustainable mobility options.
- 1.3 - More equitable access to reliable public transportation options for people with disabilities including paratransit.
- 1.4 - Improved ridership and rider satisfaction
- 1.5 - Better connected active transportation network serving persons of all ages and abilities
- 1.6 - Public transit that better meets the needs of our workforce
- 1.7 - Improved intercity transit connections with neighbouring communities

Draft Strategic Area of Focus: Climate Action and Sustainable Growth

Outcome 1: London has a strong and healthy environment.

Expected Results:

- 1.1 - Increased actions towards a circular economy.
- 1.2 - Waterways, wetlands, watersheds, and natural areas are protected and enhanced

Outcome 2: London is a model for climate action and sustainability in alignment with the Council-declared climate emergency and the Climate Emergency Action Plan.

Expected Results:

- 2.1 - London is on track to achieve emission reduction progress by 2027; on the path to community milestone target 2030 and to be a net zero community by 2050.
- 2.2 - Improved community capacity and resilience to be ready for current and future changes to the climate and its impacts.

Outcome 3: London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of our community.

Expected Results:

- 3.1 - The infrastructure gap is managed for all assets.
- 3.2 - Infrastructure is built, maintained, and secured to support future growth and protect the environment.

Note: Strategy to be added, related to community-wide digital connectivity infrastructure.

Draft Strategic Area of Focus: Well-Run City

Outcome 1: The City of London is trusted, open, and accountable in service of our community.

Expected Results:

- 1.1 - Londoners have trust and confidence in their municipal government.
- 1.2 - Reduced barriers to public participation in municipal government.
- 1.3 - Improved governance processes

Outcome 2: Londoners experience good stewardship, exceptional and valued service.

Expected Results:

- 2.1 - Residents, businesses, and visitors' satisfaction with our services is high.
- 2.2 - Our services are designed and delivered putting the resident/business at the centre and using innovative approaches and continuously improving to meet the needs of Londoners
- 2.3 - The City of London's regional and community relationships support the delivery of exceptional and valued service.
- 2.4 - London's finances are maintained in a transparent, sustainable, and well-planned manner, incorporating intergenerational equity, affordability and environmental, social, and governance considerations

Outcome 3: The City of London is a leader in public service.

Expected Results:

- 3.1 - The City of London is recognized as an employer of choice.
- 3.2 - The City of London is a safe, respectful, diverse, and healthy workplace.
Note: Strategy to be added, related to employee mental health initiatives
- 3.3 - The City of London has effective facilities and infrastructure management.

Presentation to SPPC

February 7, 2023

In 2019, Anova, the London Abused Women's Centre came together with the London Coordinating Committee to End Woman Abuse to recommend ways the City of London could create a safe London for women and girls. As a result of this work and thanks to some incredible championing from city council at the time, London Ontario was the first municipality in all of Canada to create a stand-alone, strategic area of focus around creating a safe London for women and girls in the strategic plan.

The City of London needs to continue to recognize and understand the severity of violence against women and gender-based violence. Women, girls and gender-diverse people deserve to live free from violence. To do this, we believe the City of London needs to continue to work collaboratively, alongside community-based organizations, leaders and women and gender-diverse people with lived experience to continue to design a community approach to address, prevent, and raise awareness of violence against women and gender-based violence.

We would encourage Council to consider the change in our community over the last four years. When the last strategic plan was created by Council we had never heard of COVID-19. After living through a global pandemic, we have research and evidence that demonstrates that women, girls and gender-diverse people have been disproportionately impacted. We will continue to feel and see those impacts for years to come. Making these investments in the strategic plan is not only about reinforcing community care, but responding to evidence to ensure economic and social prosperity.

Now, as you discuss and make decisions for the next strategic plan, it is imperative that the voices of those with lived experience are included in the process.

Over the last few weeks at the London Abused Women's Centre, my team has been able to speak to women that are part of our Survivor Advisory Committee. We asked these women what their thoughts are around creating a safe London for women and girls through the City of London's Strategic Plan.

This is what we heard. "Violence against women can seem too big to address, but there are ways to address barriers that women face every day" and "women shouldn't have to choose between leaving their abusive partner or feeding their children" and "there is a need for more safe places for women, increases in shelter beds for example".

The bottom line is, to all of you...Creating a Safe London for Women and Girls needs to remain a priority in London Ontario.

In the current Strategic Plan, there is a strategy to recognize London as a sex trafficking hub and take action to collaborate and work towards solutions. In the past four years, this has happened. London has been formally identified as a hub for sex trafficking. The City of London has been working collaboratively towards solutions. But what's been done is not enough. The truth is, women and girls are being trafficked every single day. There needs to be continued capacity to recognize, address and prevent sexual exploitation and trafficking.

Including and supporting this strategic pillar isn't just about achieving the goals outlined in this part of the City's strategic plan. Continuing to include women, girls and gender-diverse people in your work also ensures that the other priorities and pillars the City is focusing are succeed.

Women and girls with lived experience have told us, more work needs to be done with Housing Services, landlords, developers to end discrimination and bias against abused, assaulted, exploited and trafficked women and girls when they attempt to access affordable housing.

The focus and priority that Council is giving to housing and homelessness is welcomed and needed. However, if you don't include women, girls and gender-diverse folks in the conversation, you will not achieve the success that our community requires. We encourage Council to see the connections between this innovative pillar and the rest of your plan- they are interconnected in a way that is unique and works to ensure that no one is being left out and your vision for a safe, inclusive and prosperous City is achieved.

Thank you,

Jennifer Dunn, Executive Director – London Abused Women's Centre

Jessie Rodger, Executive Director – Anova

Planning and Environment Committee

Report

3rd Meeting of the Planning and Environment Committee
January 30, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors J. Pribil, P. Van Meerbergen and E. Pelozza; M. Davenport, H. McNeely, S. Mathers, B. O'Hagan, B. Page, A. Riley and J.W. Taylor

Remote attendance: Councillor C. Rahman; I. Abushehada, O. Alchits, J. Bunn, M. Corby, A. Curtis, S. Grady, M. Greguol, D. Harpal, B. House, A. Hovius, P. Kokkoros, L. Mottram, M. Pease, A. Singh, B. Westlake-Power and K. Wilding

The meeting is called to order at 4:00 PM

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That Items 2.1 to 2.5, inclusive, BE APPROVED.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 3700 Colonel Talbot Road and 3645 Bostwick Road - Request for Extension of Draft Plan Approval (39T-17503)

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

That, on the recommendation of the Director, Planning and Development, with respect to the application by W-3 Lambeth Farms Inc., relating to the lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road, the Approval Authority BE ADVISED that Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision subject to the revised conditions contained in Appendix "A" appended to the staff report dated January 30, 2023. (2023-D12)

Motion Passed

2.2 1656 Hyde Park Road - Heritage Easement Agreement

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

That, on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, the following actions be taken with respect to the property located at 1656 Hyde Park Road:

a) the draft Heritage Easement Agreement appended to the staff report dated January 30, 2023 as Appendix "B" between The Corporation of the City of London and the property owner of 1656 Hyde Park Road, relating to the heritage designated property known as the "Routledge Farmhouse", BE APPROVED substantially in the form appended to the staff report dated January 30, 2023 and as approved by the City Solicitor; and,

b) the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to approve the Heritage Easement Agreement and to authorize the Mayor and City Clerk to sign the agreement pursuant to Section 37(1) of the *Ontario Heritage Act*. (2023-R01)

Motion Passed

2.3 600 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-18501)

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

That, on the recommendation of the Director, Planning and Development, with respect to the application by Sunningdale Golf and Country Club, relating to the property located at 600 Sunningdale Road West, the Approval Authority BE ADVISED that Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision (39T-18501), subject to the conditions contained in Appendix "A" appended to the staff report dated January 30, 2023. (2023-D12)

Motion Passed

2.4 Streamline Development Approval Fund: Streamlining Development Approvals (2022) - Final Report

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

That the staff report dated January 30, 2023, entitled "Streamline Development Approval Fund: Streamlining Development Approvals (2022) - Final Report" BE RECEIVED for information. (2023-F11A)

Motion Passed

2.5 2nd Report of the Community Advisory Committee on Planning

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

That, the following actions be taken with respect to the 2nd Report of the Community Advisory Committee on Planning, from its meeting held on January 11, 2023:

a) the Planning and Environment Committee BE ADVISED of the following with respect to the Notice of Planning Application, dated December 14, 2022, from N. Pasato, Senior Planner, related to the property located at 200 Albert Street and the Cultural Heritage Impact Assessment for the property located at 200 Albert Street, dated August 9, 2022, from Parslow Heritage Consultancy Inc.:

i) the Community Advisory Committee on Planning (CACP) has reviewed the above-noted Notice of Planning Application and Cultural Heritage Impact Assessment;
ii) the CACP supports this kind of mid-rise development in this area as it is sensitive to the heritage properties surrounding it and to the streetscape itself;

b) the Planning and Environment Committee BE ADVISED of the following with respect to the Revised Notice of Planning Application, dated December 14, 2022, from A. Riley, Senior Planner, related to a Zoning By-law Amendment for the properties located at 300-320 King Street and the Heritage Impact Assessment for the property located at 320 King Street, dated October 6, 2022, from Zelinka Priamo Ltd.:

i) the Community Advisory Committee on Planning (CACP) has reviewed the above-noted Revised Notice of Planning Application and Heritage Impact Assessment;
ii) the CACP is generally supportive of this application but would like to see additional analysis and/or renderings as part of a heritage alteration permit application that addresses conservation of the Dundas Street view of the Armouries building which has been identified as a significant heritage attribute in the Downtown Heritage Conservation District

c) clauses 1.1, 3.1, 3.4, 3.5, 3.6, 5.1, 5.2 and 5.3 BE RECEIVED for information. (2023-D04)

Motion Passed

3. Scheduled Items

3.1 2nd Report of the Ecological Community Advisory Committee

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

That, the following actions be taken with respect to the 2nd Report of the Ecological Community Advisory Committee, from its meeting held on January 19, 2023:

a) clause 2.1 of the 2nd Report of the Ecological Community Advisory Committee relating to the 2023 Budget update BE DELETED; it being noted that clause 2.1 reads as follows:

"the Municipal Council BE REQUESTED to consider a targeted consultation with all Community Advisory Committees with respect to the Strategic Plan before the Strategic Plan is adopted by the Municipal Council; it being noted that the presentation appended to the Ecological Community Advisory Committee Agenda by K. Murray, Director, Financial

Planning and Business Support, with respect to the 2023 Budget update, was received";

b) the following actions be taken with respect to the Western Road and Sarnia Road - Philip Aziz Avenue Improvements:

i) the Working Group comments relating to the Western Road and Sarnia Road - Philip Aziz Avenue Improvements BE FORWARDED to the Civic Administration for review and consideration; and,

ii) subject to the results of a pending conversation with the Civic Administration about potential impacts of the Western Road and Sarnia Road - Philip Aziz Avenue improvements on species at risk, the Chair of the Ecological Community Advisory Committee BE GIVEN delegation status at the Civic Works Committee meeting when the Western Road and Sarnia Road - Philip Aziz Avenue Improvements are presented; and,

c) clauses 1.1, 2.2, 3.1, 3.2 and 5.1 BE RECEIVED for information. (2023-D04)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.2 1555 Glenora Drive (Z-9543)

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by Glenora Management Ltd., relating to the property located at 1555 Glenora Drive, the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Office (OF3) Zone TO an Office (OF5) Zone;

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, including but not limited to the Key Directions and Neighbourhoods Place Type; and,
- the recommended amendment would facilitate the continued use reuse of the existing building with a use that is appropriate for the context of the site. (2023-D14)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.3 761 Fanshawe Park Road West (Z-9554)

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by 1413045 Ontario Inc., relating to the property located at 761 Fanshawe Park Road West, the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) to change the zoning of the subject property FROM a Convenience Commercial Special Provision (CC5(3)) Zone TO a Neighbourhood Shopping Area Special Provision (NSA3(_));

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Shopping Area Place Type; and,
- the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to better utilize the existing building. (2023-D04)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.4 489 Upper Queen Street (Z-9540)

Moved by: S. Franke

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 2863382 Ontario Inc. c/o Siv-ik Planning & Design Inc., relating to the property located at 489 Upper Queen Street, the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential (R1-9) Zone TO a Residential Special Provision (R5-7(_)) Zone;

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

- a communication dated January 20, 2023, from J. and B. Wood;
- the Project Fact sheet;
- the staff presentation; and,
- a revised staff report;

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

- M. Davis, siv-ik;
- T. Donaldson;
- R. Smeets;
- G. Gordon;
- C. Aziz;
- H. Kelly;
- M. Lennox;
- E. Carroll;
- R. Bishop;
- J. Sleziuk;

- N. Hind;
- C. Anderson;
- J. Cummings;
- H. Kelly;
- C. Jones;
- L. Merner;
- Carly;
- T. Carroll;
- M.B. Bezzina;
- A. Marlow;
- A. Mochrie;
- M. Huk; and,
- K. Keating;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a vacant, underutilized site within the Built-Area Boundary with an appropriate form of development. (2023-D14)

Yeas: (3): S. Lewis, A. Hopkins , and S. Franke

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

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.5 608 Commissioners Road West (Z-9516)

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Zelinka Priamo on behalf of Copia Developments, relating to the property located at 608 Commissioners Road West:

a) the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential (R1-9) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

it being noted that the following urban design and site plan matters were raised during the application review process for consideration by the Site Plan Approval Authority:

i) verify the trees along the south property line position and the relation of their trunks to the property lines shared with 659 and 615 Westmount Crescent for possible consent by the neighbouring property owner to remove boundary tree(s) or cause injury to a boundary tree(s);

ii) provide a building step back above the 5th storey along Commissioners Road West as per the drawings dated October 11, 2022;

iii) provide a building step back above the 4th storey along Westmount Crescent to provide appropriate height transition from abutting low-density residential as per the drawings dated October 11, 2022;

iv) provide detailed site plan and landscape plans to detail any proposed programming in the amenity space to demonstrate how it functions and relates to the building interface at the rear;

v) provide interior floor plans to demonstrate how the interior spaces will relate to the exterior functions; and,

vi) explore ways to re-locate or screen the garbage moloks near the main entrance,

b) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning generally implements the site concept submitted with the application. As part of the application review process a revised site plan concept was submitted with minor revisions including a new height of 22.0 metres; however, which is still within the 6 storeys as originally proposed;

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

- H. Froussios, Zelinka Priamo Ltd.;
- J. Burrell;
- D. Mcleod;
- B. Poetschke;
- H. Orłowski;
- A. Burrell;

- R. Campbell;
- R. de Papp;
- P. Gallant; and,
- A. Barham;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, City Design and City Building, Neighbourhood Place Type and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood;
- the recommended amendment facilitates the development of an underutilized property within the Built-Area Boundary through an appropriate form of infill development; and,
- the recommended amendment facilitates a type of residential development that will help to address the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock. (2023-D14)

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

Nays: (1): S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.6 723 Lorne Avenue (39T-21504)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Habitat for Humanity – Heartland Ontario, relating to the property located at 723 Lorne Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision of Habitat for Humanity – Heartland Ontario relating to a property located at 723 Lorne Avenue; and,
- b) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by Habitat for Humanity – Heartland Ontario, (File No. 39T-21504), prepared by Callon Dietz Inc. (File No. 18-22301 C, Plan No. Z-2741), certified by J. Paul Crocker O.L.S., dated April 13, 2022, which shows a total of twelve (12) single detached lots (Lots 1 to 12), one (1) road allowance block serviced by the extension of Queen’s Place, SUBJECT TO the conditions contained in Appendix “A” appended to the staff report dated January 30, 2023;

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

- G. De Vlugt, General Manager, Construction, Habitat for Humanity;
- K. Kane, Strik Baldinelli Moniz;
- F. Fellice;
- S. Merritt; and,
- K. Paniccia. (2023-D12)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 7:49 PM.

Corporate Services Committee Report

3rd Meeting of the Corporate Services Committee
January 30, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, I. Collins, K. Dawtrey, K. Dickins, M. Goldrup, A. Hagan, J. Mc Millan, J. Taylor, B. Warner, B. Westlake-Power

Remote Attendance: B. Card, S. Chambers, A. Rammeloo, J. Wills, P. Yeoman

The meeting is called to order at 12:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: H. McAlister

Seconded by: D. Ferreira

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

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 Amendments to Development Charge Alternative Payment Agreement Template and Development Charge Interest Rate Policy

Moved by: H. McAlister

Seconded by: D. Ferreira

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

a) the proposed by-law as appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend By-law No. A.-7956-84, as amended, being "A by-law to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the *Development Charges Act*, 1997 S.O. 1997, c. 27, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate", to repeal and replace Schedule "1" to the by-law; and,

b) the proposed by-law as appended to the staff report dated January 30, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to repeal By-law No. CPOL.-400-

85 being “A by-law to adopt a new Council Policy entitled “Development Charge Interest Rate Policy” CPOL.-400-85, noting that recent legislative changes through Bill 23, *More Homes Built Faster Act, 2022*, include amendments to the *Development Charges Act, 1997*, that provide the framework for determining the interest rate that can be applied to Development Charges.

Motion Passed

2.2 Reporting of Delegated Actions, 2022

Moved by: H. McAlister
Seconded by: D. Ferreira

That the following actions be taken:

- a) on the recommendation of the City Manager, with the concurrence of the Deputy City Manager, Legal Services, the staff report regarding Reporting of Delegated Actions, 2022 BE RECEIVED for information;
- b) on the recommendation of the Deputy City Manager, Finance Supports the proposed by-law as appended to the staff report dated January 30, 2023 as Appendix ‘A’ BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to:
 - i) appoint KPMG, LLP as the auditors of the municipality and its local boards for a five (5) year term in accordance with Section 296 of the *Municipal Act, 2001*;
 - ii) to approve an agreement between The Corporation of the City of London and KPMG LLP with respect to providing external audit services for the Corporation (“Agreement”); and,
 - iii) to authorize the Mayor and Clerk to execute the Agreement; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with part b) above.

Motion Passed

2.3 Assessment Growth for 2023, Changes in Taxable Phase-In Values, and Shifts in Taxation as a Result of Reassessments

Moved by: H. McAlister
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the report regarding Assessment Growth for 2023, Changes in Taxable Phase-in Values, and Shifts in Taxation as a Result of Reassessments BE RECEIVED for information purposes.

Motion Passed

2.4 Declare Surplus - City-Owned Property - Part of 641 Queens Avenue

Moved by: S. Trosow
Seconded by: D. Ferreira

That the matter of the declaration of the property located at Part of 641 Queens Avenue as surplus, BE REFERRED back to the Civic Administration in order to provide notice to agencies within the City that

have not been notified about the potential disposition, with a report back to a future meeting of the Corporate Services Committee.

Yeas: (3): H. McAlister, S. Trosow, and D. Ferreira

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

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

3. Scheduled Items

None.

4. Items for Direction

Moved by: S. Stevenson

Seconded by: H. McAlister

That Items 4.1 and 4.2 BE APPROVED.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.1 Application - Issuance of Proclamation - U.N Day for the Elimination of Racial Discrimination

Moved by: S. Stevenson

Seconded by: H. McAlister

That based on the application dated January 20, 2023 from the London & Middlesex Local Immigration Partnership, Tuesday, March 21, 2023 BE PROCLAIMED International Day of Significance.

Motion Passed

4.2 Application - Issuance of Proclamation - World Thinking Day

Moved by: S. Stevenson

Seconded by: H. McAlister

That based on the application dated January 13, 2023 from the Girl Guides of Canada, February 22, 2023 BE PROCLAIMED World Thinking Day.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: S. Stevenson

Seconded by: S. Trosow

That the Corporate Services Committee Convenes in Closed Session to consider the following:

6.1 Land Acquisition or Disposition/Solicitor-Client Privileged Advice/ Position, Plan, Procedure, Criteria or Instruction to be Applied to any Negotiations

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

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

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

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

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

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

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

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

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

6.6 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including

communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City.

6.7 Labour Relations/Employee Negotiations/Litigation/Potential Litigation/Matters Before Administrative Tribunals

A matter pertaining to labour relations and employee negotiations, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, concerning the Corporation's associations and bargaining units.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Corporate Services Committee convenes in Closed Session from 12:48 PM to 1:30 PM.

7. Adjournment

Moved by: S. Stevenson

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:33 PM.

Bill No. 46
2023

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 14th day of
February, 2023.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Bill No. 47
2023

By-Law No. A.-7956(__)-_____

A by-law to amend By-Law No. A.-7956-84 being a by-law “to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the *Development Charges Act, 1997 S.O. 1997, c. 27*, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate” to repeal and replace Schedule 1.

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 sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorize a municipality to pass by-laws necessary or desirable for municipal purposes and, in particular, paragraph 3 of subsection 10(2) authorizes by-laws respecting the financial management of the municipality;

AND WHEREAS section 23. 1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate its authority;

AND WHEREAS subsection 23.2(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate quasi-judicial powers under the *Municipal Act, 2001* to an individual who is an officer, employee, or agent of the municipality;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to pass a by-law to delegate an alternative payment agreement template for developments that qualify for deferred Development Charge payments made under Section 27 of the *Development Charges Act, 1997 S.O. 1997, c.27*, as amended;

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

1. By-law No. A.-7956-84 is hereby amended by repealing and replacing Schedule “1” with the new attached Schedule “1”.
2. The City Treasurer, or delegate, is hereby authorized to enter into and execute Development Charges Alternative Agreements authorized and approved in section 1 above.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

SCHEDULE 1

**DEVELOPMENT CHARGES ALTERNATIVE PAYMENT
AGREEMENT**

THIS AGREEMENT made this day of , 20xx.

BETWEEN:

APPLICANT NAME

(hereinafter referred to as the "Applicant")

-and-

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

WHEREAS the Applicant has represented to the City that the lands described in Schedule "A" hereto (the "Lands") are owned by it;

AND WHEREAS pursuant to the City's Development Charge By-law, a development charge is payable by the Applicant to the City for 'Rental Housing that is not non-profit in 6 annual instalments / certain Institutional Development in 6 annual instalments';

AND WHEREAS the *Development Charges Act, 1997, S.O. 1997, c. 27*, as amended provides that a municipality may enter into an agreement with persons who are required to pay a development charge, to authorize that all or a portion of the development charge be paid before or after it would otherwise be payable;

NOW THEREFORE IN CONSIDERATION OF the foregoing, the parties agree as follows:

RECITALS

1. The Recitals are confirmed by the Applicant and the City (the "Parties") to be correct and to constitute the basis for this Agreement.

REQUEST TO ADVANCE PAYMENT OF DEVELOPMENT CHARGE

- The Applicant acknowledges its obligation to pay a development charge in accordance with Section 26 of the *Development Charges Act, 1997*, as amended. The Applicant has requested that it be permitted, pursuant to Section 27 of the *Development Charges Act, 1997*, as amended, to pay the development charge for the 'Rental Housing that is not non-profit / Institutional development' before it would otherwise be payable.

“DUE DATE” FOR PAYMENT PURSUANT TO THIS AGREEMENT

- The Applicant hereby covenants and agrees to pay the applicable development charge to the City with interest, on MM DD YYY (the “Due Date”), which is on or prior to the date of initial permit issuance for the development.

ANTICIPATED DEVELOPMENT CHARGE

- The anticipated amount of the development charge payable by the Applicant has been calculated on the basis of the following information:

Type	Units / m2 of Gross Floor Area (A)	Development Charges Rate (B)	Development Charges Payable (A) * (B)
Single & Semi-Detached			
Multiples / Row Housing			
Apartments < 2 Bedrooms			
Apartments >= 2 Bedrooms			
Institutional			
Credits / Discounts			
TOTAL			

TIMING OF DEVELOPMENT CHARGE CALCULATION

- The actual amount of the development charge will be determined on the basis of prevailing rates and rules in accordance with Section 26 of the *Development Charges Act, 1997*, as amended. If, before any building permit is issued, the City's Development Charge By-law is amended or is repealed and replaced or the information set out above is revised, the applicable development charge will be revised to reflect these changes and the Parties agree that this Agreement will apply to that revised information and amount. Once any building permit has been

issued, the amount of the applicable development charge shall be calculated in accordance with Section 26 of the *Development Charges Act, 1997*, as amended.

INTEREST ON AMOUNT OWING BEFORE DUE DATE

6. The Applicant agrees to pay interest to the City on the amount of the development charge, in accordance with Section 26 of the *Development Charges Act, 1997*, as amended.

NOTICE

7. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City, to:

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

And in the case of notice given by the Applicant, to:

Applicant Name
Applicant Address

WARRANTY

8. The Applicant represents and warrants to the City as follows:
 - 8.1 The Applicant is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter in this Agreement; and
 - 8.2 All necessary corporate action has been taken by the Applicant to authorize the execution and delivery of this Agreement.

BINDING ON SUCCESSORS

9. It is agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Applicant herein contained shall run with the Lands for the benefit of the City.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals
duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND
DELIVERED

)
) APPLICANT NAME
)
) _____ c/s
) Name:
) Title:
) I have authority to bind the corporation.
)
)
) THE CORPORATION OF THE CITY OF
) LONDON
)
)
) _____
) City Treasurer or Delegate

SCHEDULE "A"

DESCRIPTION OF "LANDS"

Bill No. 48
2023

By-law No. A.- _____ - _____

A by-law to repeal By-law No. CPOL.-400-85, as amended, being “A by-law to adopt a new Council Policy entitled “Development Charge Interest Rate Policy”.

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

AND WHEREAS section 9 of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS legislative amendments through Bill 23, *More Homes Built Faster Act, 2022*, include amendments to the *Development Charges Act, 1997* that provide the framework for determining the maximum interest rate that may be applied to Development Charges.

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

1. By-law No. CPOL.-400-85 being “A by-law to adopt a new Council Policy entitled “Development Charge Interest Rate Policy” is hereby repealed.
2. This by-law comes into force and effect on the date it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Bill No. 49
2023

By-law No. A.- _____ - _____

A by-law to appoint KPMG LLP auditors for The Corporation of the City of London for a five year term pursuant to section 296 of the Municipal Act, 2001; and to approve an Agreement between The Corporation of the City of London and KPMG LLP with respect to providing external audit services for the Corporation; and to authorize the Mayor and the City Clerk to execute the Agreement.

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

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

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the financial management of the City;

AND WHEREAS section 296 of the Municipal Act, 2001 provides that a municipality shall appoint an auditor licensed under the Public Accounting Act, 2004 who is responsible for annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and performing duties required by the municipality or local board;

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

1. The firm KPMG LLP be appointed as auditors for The Corporation of the City of London and its local boards for a five year term commencing January 1, 2023 and ending December 31, 2027.
2. The agreement to be entered into between The Corporation of the City of London and KPMG LLP with respect to external audit services, substantially in the form attached as Schedule "A" to this by-law (the "Agreement"), is approved.
3. The City Treasurer is authorized to approve any amendments to the Agreement approved under section 2 prior to the Mayor and Clerk executing the Agreement approved under section 2 above.
4. The Mayor and the City Clerk are authorized to execute the Agreement approved under section 2, as may be amended by the City Treasurer under their authority pursuant to section 3 of this bylaw.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Schedule A

EXTERNAL AUDIT SERVICES AGREEMENT

THIS AGREEMENT IS EFFECTIVE AS OF January 1, 2023.

BETWEEN:

KPMG LLP

(hereinafter referred to as the “Auditor”)

AND

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “City”)

WHEREAS the City issued a Request for Proposal attached as Schedule “B” (the “RFP”) for an external auditor to perform the duties and responsibilities under section 296 of the Municipal Act, 2001 and other External Audit Services for the City and its local boards and commissions and entities as set out in the RFP 2022-255 (“Request for Proposal”) (the or its “**Local Boards and Commissions**”);

AND WHEREAS in response to the City’s Request for Proposal 2022-255, the Auditor has submitted a proposal dated October 26, 2022, to provide External Audit Services for the City and the Local Boards and Commissions;

AND WHEREAS the City and the Auditor desire to enter into this agreement for External Audit Services for the City and its Local Boards and Commissions;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

1. DEFINITIONS

1.1 In this External Audit Services Agreement (“Agreement”) and any amendment to this Agreement, the following terms shall have the following meanings:

“All Inclusive hourly rates” means the hourly rates for all costs including but not limited to the cost of labour, material, travelling, mileage, accommodation

cost between the Auditor's place of business and the City's locations as outlined in the RFP, equipment required to complete the work, overheads, profits and all other associated expenses, exclusive of applicable taxes.

"Engagement Letter" means the engagement letter attached to this Agreement as Schedule "C", including the terms and conditions attached thereto.

"External Audit Services" means services described in 4.0 of the Agreement.

2. TERM

2.1 Subject to subsection 3.1, the Agreement will commence January 1, 2023 for a period of five (5) years terminating on December 31, 2027.

3. TERMINATION

3.1 The City reserves the right, at its absolute sole discretion, to terminate this Agreement with thirty (30) days written notice, without cause and without penalty.

3.2 Upon termination of this Agreement for any reason, the City will compensate the Auditor under the terms of this Agreement for the services performed and expenses incurred through the effective date of termination.

4. SCOPE OF EXTERNAL AUDIT SERVICES AND DELIVERABLES

4.1 The Auditor agrees to provide the City the audit services as set out in the RFP (Schedule "B") and the Proposal dated October 26, 2022, the Engagement Letter and this Agreement. The services will include auditing the accounts and transactions of the City and its Local Boards and Commissions and expressing an audit opinion on the financial statements of these bodies based on the audit. The services will be conducted in accordance with Canadian generally accepted auditing standards.

4.2.1 In addition to the audit services as set out in the RFP, the Auditor agrees to complete all work related to produce:

- i.** Audit requirements for City of London Trust Funds;
- ii.** London Public Library Trust Funds;
- iii.** The London Transit Commission Employees' Pension Plan;
- iv.** Dearness Services including the Long-Term Care Annual Reconciliation Report,
- v.** The Dearness Day Program Annual Reconciliation Report and
- vi.** Middlesex-London Health Unit Annual Reconciliation Report;
- vii.** audit requirements for the Homelessness Partnering Strategy;
- viii.** Audit opinion on compliance of London & Middlesex Community Housing Inc. with the Canada Mortgage and Housing Corporation (CMHC) Credit Agreement regarding the National Housing Co-

- Investment Strategy;
- ix. Ontario Ministry of Transportation (MTO) Driver Certification Program Audits as required;
- x. A review for the Province for the revenues and expenses of the Child Care program funding; and
- xi. Also included is a report on specified auditing procedures for the London Downtown Closed Circuit Television Program and report on the Records Retention Schedule review.

The work will generally not include accounting or the preparation of draft financial statements except in those limited circumstances as may be presented by some of the smallest municipal entities.

- 4.3 The requirements of the External Audit Services as set out in this Agreement may be amended from time to time with the prior written mutual consent of the City Representative and the Auditor.

5.0 EXTERNAL AUDIT FEES

- 5.1 The Auditor shall render quarterly billings to the City and to the applicable Board or Commission detailing the work and actual total hours expended based on standard All-Inclusive hourly rates in direct reference to the Base Audit Plan during each quarter with a maximum upset limit to the amount of the annual contracted fee as set out in Schedule A. The annual contracted fee as shown in Schedule A includes all costs, including but not limited to labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, etc.), staff time, meetings with the City or its Boards and Commissions, disbursements and any/all other operational costs and fees associated with the Services, excluding applicable taxes.
- 5.2 Invoices will be due and payable within 30 days of the invoice date. The Auditor shall keep records, receipts, vouchers and documents as will verify to the satisfaction of the City the direct costs incurred for which billings have been submitted. Upon the request of the City, the Auditor shall furnish such documentation to the satisfaction of the City to verify the direct costs incurred.
- 5.3 The annual contracted fee as set out in Schedule A will be adjusted to account for any changes in future ownership and structure of the City and Local Boards and Commissions due to deregulation and/or restructuring in accordance with the All-inclusive hourly rates as provided in Schedule A.
- 5.4 If, during the course of work, it appears that additional work may be required or out-of-scope work is identified, the Auditor will advise the City immediately and will not undertake additional work without approval by the Audit Committee and a separate change order or statement of work.

5.5 Fees for additional out-of-scope work, as approved by the Audit Committee will be billed in accordance with the All-Inclusive hourly rates as provided in Schedule A. Invoices will be due and payable within 30 days of the invoice date. The Auditor shall keep records, receipts, vouchers and documents as will verify to the satisfaction of the City the direct costs incurred for which billings have been submitted. Upon the request of the City, the Auditor shall furnish such documentation to the satisfaction of the City to verify the direct costs incurred.

5.6 HOURS OF INVOLVEMENT

The Auditor shall commit sufficient hours of its staff at appropriate levels to complete the work under this Agreement in the manner set out in the Proposal.

6.0 CITY'S RESPONSIBILITIES

The City shall cooperate with the Auditor in the performance by the Auditor of its Services hereunder, including, without limitation, providing the Auditor with reasonable facilities and timely access to data, information and personnel of the City. The City shall be responsible for the performance of its employees and for the accuracy and completeness of all data and information provided to the Auditor for purposes of the performance by the Auditor of its Services hereunder.

The City shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions including those required as a result of the Services; (ii) designating a competent management member to oversee the Services; and (iii) evaluating the adequacy and results of the Services.

In addition to the foregoing, the City shall comply with its obligations under the Engagement Letter and perform any additional responsibilities as set out in the Statement of Work.

7.0 QUALIFIED STATEMENTS

The auditor shall immediately upon discovery of information or conditions which would otherwise lead to the inclusion of a qualified opinion with respect to any of the City's financial statements, inform and fully discuss such matters with the City Manager (or delegate) and the Deputy City Manager, Finance Supports and City Treasurer (or delegate) of the City. Also, the Auditor shall, as far as possible, allow a reasonable time for the City to investigate, analyze, report and take corrective action so as to avoid the inclusion of such qualifications.

8.0 SCHEDULE OF WORK

Before a date mutually agreed upon in November/December of each year, the Auditor shall meet with the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) for the City and its Boards

and Commissions to discuss and agree upon;

- i. a schedule, which includes all aspects of the completion and audit of the various financial statements of the Municipality for the current year; and
- ii. a list of the necessary schedules, working papers, analyses and other information to be prepared by the staff of the City and its Boards and Commissions.

9.0 COMPLIANCE WITH LAWS AND POLICIES

9.1 The Auditor shall:

- comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, and its regulations, and all applicable municipal by-laws.
- maintain any and all licenses, permits, certificates and approvals required to deliver the External Audit Services ;
- assign a program lead representative of the Auditor(s) to liaise with City staff;
- comply the Information and Communications Standards as set out by the Accessibility for Ontarians with Disabilities Act (AODA), beginning January 1, 2021: all public websites and web content posted after January 1, 2012 must meet WCAG 2.0 Level AA;
- comply with all reasonable instructions of the City relating to the City's compliance requirements and obligations under the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA")*;
- promptly notify City staff of any accident, incident, violation or contravention impacting the City of the *Occupational Health and Safety Act, R.S.O. 1990, Employment Standards Act, 2000, S.O. 2000, Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 and Freedom of Information and Protection of Privacy Act, R.S.O., 1990 c. F.31*;
- adhere to the City of London's Respectful Workplace and Scent Free Policy.

9.2 COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Auditor shall ensure that all its employees, agents, volunteers, or others for whom the Auditor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The Auditor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Auditor shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training.

10.0 MEETINGS AND SUBSEQUENT ASSISTANCE

The Auditor shall attend such meetings as required to discuss their work and reports and shall provide such information as requested which will enhance the understanding of members of the Municipal Council and the Audit Committee of Council concerning matters pertaining to the external audit reports.

Attendance is required at all Audit Committee meetings as well as City Council and other committee meetings as required. There are a minimum of four (4) Audit Committee meetings annually.

11.0 AUDIT MANAGEMENT LETTER/AUDIT FINDINGS REPORT

No later than sixty (60) days following completion of the report on the audit of the annual statements, the Auditor shall prepare and deliver to the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) draft letters/findings conveying any concerns relative to the internal accounting, operating controls and/or other matters of material importance with respect to the operations of the City, its Local Boards and Commissions.

The Auditor shall also provide recommendations as to such corrective measures as may be required and be prepared to provide assistance with regard to implementation, if required to do so. The Auditor shall meet with the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) and any relevant City, Board or Commission head, to discuss the comments, following which an official management letter/findings report will be submitted to the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate), and to the City, Board or Commission head. The City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) shall, upon receipt of the final version of the Audit Management Letter/Audit Findings Report, coordinate the management response to the Auditor's comments and shall work with the Audit Committee Chair to schedule an Audit Committee meeting to receive the Report.

12.0 INSPECTION/REVIEW

The City, or any person authorized by the City, is entitled, at all reasonable times, to reasonable documentation and information to allow it to inspect or otherwise review the External Audit Services performed under this Agreement.

13.0 NOT AN AGREEMENT OF EMPLOYMENT

13.1 The Auditor acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Auditor nor any person employed

by or associated with the Auditor is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Appendix "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

- 13.2 Notwithstanding paragraph 13.1 above, it is the sole and exclusive responsibility of the Auditor to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

14.0 RECORDS RETENTION

In the event that the Auditor ceases operation, it is agreed that the Auditor will not dispose of any records related to the External Audit Services provided for under this Agreement without the prior written consent of the City, and when requested by the City, shall return the records to the City forthwith. For clarity, in the absence of an event causing the Auditor to cease operation, the Auditor's records will be retained and disposed of in accordance with the Auditor's normal document retention policies and law and professional standards.

15.0 NOT AGENT OF CITY

Nothing in this Agreement shall entitle or enable the Auditor or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Auditor, any subcontractor of the Auditor and the City is independent and not the agent, employee, partner or joint ventures of any of the others.

16.0 CONFLICT OF INTEREST

The Auditor shall manage conflicts of interests in accordance with its Engagement Letter.

17.0 PERFORMANCE OF THE AUDITOR

During the term of this Agreement, the Auditors' performance will be evaluated by the City based on the following criteria:

1. Persons assigned to the audit:

For the initial year of the engagement, the persons assigned to the audit should be those originally proposed; and any subsequent changes to audit personnel must be acceptable to the City Manager (or delegate) or Deputy City Manager, Finance Supports and City Treasurer (or delegate).

2. On-site participation of the audit senior:

It is expected that the audit senior will be present throughout the audit.

3. Performance in the manner proposed:

It is expected that the audit will be carried out in the manner proposed. Any changes in the audit program which impact staff and other resources of the City shall be discussed with and agreed to by the Deputy City Manager, Finance Supports and City Treasurer (or delegate).

4. Adherence to Audit Deadlines:

It is expected that the audit will be completed within the time frames agreed to in the annual schedule. Significant dates for the City and its Local Boards and Commissions currently include: completion of all financial statements by mid May; Audit Committee review by June; submission of the Financial Information Return to the Province by May 31 or such other date as stipulated by the Province. The dates are approximate and may require adjustment from year-to-year depending on issues facing the City.

18.0 REPRESENTATIONS AND WARRANTIES OF AUDITOR:

18.1 The Auditor represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- i. the Auditor is a limited liability partnership formed under the laws of Ontario and is in compliance with all requirements imposed by such laws.
- ii. the Auditor has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement.
- iii. the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary partnership action on the part of the Auditor.
- iv. this Agreement constitutes a valid and binding obligation of the Auditor in accordance with the terms of this Agreement.
- v. the Auditor's facilities are suitable for providing External Audit Services under

this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation.

vi. the Auditor shall staff the engagement with competent and qualified personnel.

19.0 INDEMNITY AND INSURANCE:

19.1 Indemnification

The Auditor undertakes and agrees to defend and indemnify the City and hold the City harmless, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

1. any breach of this Agreement by any of the Auditor, the Auditor's employees, or persons for whom the Auditor is at law responsible.
2. any loss or misuse of money held by the Auditor, the Auditor's employees, or persons for whom the Auditor is at law responsible, under of this Agreement.
3. any claim or finding that any of the Auditor, the Auditor's employees, or persons for whom the Auditor is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
4. any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Auditor; Auditor's employees or others for whom Auditor is at law responsible in connection with the performance of Services or otherwise in connection with Auditor's business.

19.2 Except to the extent caused directly by the Auditor's fraud or wilful misconduct, the full extent of the liability of the Auditor under or as a result of this Agreement shall not exceed the higher of: (a) \$2,000,000; or (b) the Auditor's minimum insurance coverage as required by the Agreement being, in the case of a liability covered by comprehensive general liability insurance under Section 20.1.1, \$5,000,000 per occurrence and in the annual aggregate, and in the case of a liability covered by professional liability insurance under Section 20.1.2, \$2,000,000 per claim and in the annual aggregate.

20. INSURANCE

20.1 The Auditor shall, at its own expense, obtain and maintain insurance until the termination of this Agreement. The Auditor agrees to carry the following coverage:

1. Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000.00) dollars and includes the City as an additional insured with respect to the Auditor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses; and
2. Professional liability insurance covering the work and services described in the Agreement, such policy to provide coverage for an amount not less than two million (\$2,000,000) dollars per claim and shall continue for twelve (12) months following completion of work.

The Auditor agrees that coverage of the required policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry

The Auditor agrees that it shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Auditor agrees to further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of this Agreement.

The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this Agreement.

21.0 SAFETY POLICIES AND PROCEDURES AND RELATED DOCUMENTATION

Where required under Section 25(2)(j) of the Occupational Health and Safety Act, the Auditor shall adhere to its written health and safety policy and program.

If requested by the City, the Auditor agrees to provide reasonable documentation such as programs, procedures, documented safety protocol with respect to safety practices applicable to the work being performed on behalf of the City and as outlined in the RFP.

22.0 WORKPLACE SAFETY & INSURANCE BOARD (WSIB)

The Auditor agrees that it has a WSIB Clearance Certificate indicating its WSIB firm number, account number and that its account is in good standing.

The Auditor further agrees to submit a WSIB Clearance Certificate to the City upon request from time to time throughout the Agreement, and with the final invoice before payment is made. The Auditor agrees to maintain its WSIB

account in good standing throughout the term of the Agreement.

23.0 COMPLIANCE WITH ACCREDITATION

The Auditor agrees to ensure compliance with regulatory bodies governing the Auditor related to population served and/or services delivered.

24.0 DEFAULT AND TERMINATION:

Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

1. If the Auditor is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for seven (7) days following notice thereof to the Auditor (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Auditor shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);
2. The Auditor's operations, or its organizational structure, changes such that it no longer meets one or more of the requirements of the Project;
3. If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Auditor or its property, and the same is not dismissed within thirty (30) days;
4. If the Auditor files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise.

Any of the above shall constitute an event of default by the Auditor under this Agreement; and upon the happening of any of the aforesaid events, the City may, upon notice to the Auditor specifying the default, terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Auditor (other than compensation under this Agreement for the services performed and expenses incurred through the effective date of termination) and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

25.0 CONSEQUENCES OF EVENTS OF DEFAULT AND CORRECTIVE ACTION

If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- 1) provide the Auditor with an opportunity to remedy the Event of Default;
- 2) suspend the payment for such period as the City has given the Auditor to remedy the Event of Default;
- 3) cancel all further instalments of payment;
- 4) demand the repayment of an amount equal to any payment the City provided to the Auditor for services not yet rendered; and
- 5) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the City upon giving Notice to the Auditor.

26.0 NOTICE

All notices required by this Agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

Notice to the City shall be addressed to:

The City Clerk
The Corporation of the City of London
300 Dufferin Avenue, Box 5035 London, ON N6A 4L9

Notice to the Auditor shall be addressed to:

KPMG LLP
333 Bay Street suite 4600
Toronto, ON M5H2S5
Telephone: 416-777-3911
Attention: Katie DenBok

All notices so sent shall be deemed to have been received by the Auditor on the date of delivery or on the second business day following the mailing thereof, whichever is applicable.

For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Auditor may be changed by giving the other party written notice of the new address.

If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be delivered by courier.

27.0 GENERAL

27.1 Schedules Forming Part of Agreement

- a) The parties understand and agree that the following Schedules “A”, “B”, “C”, and “D”, are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:
- (i) Schedule “A” – Pricing Schedule
 - (ii) Schedule “B” – Request for Proposal 2022-255, any addenda issued as part of the RFP
 - (iii) Schedule “C” – The Engagement Letter
- (b) If there is a conflict or inconsistency between the wording of any documents or schedules which appear on the following list, the wording of the document or schedule which appears first on the list shall prevail over the wording of any document which appears subsequently on the list:
- (i) The Agreement;
 - (ii) Schedule “C” – The Engagement Letter
 - (iii) the Auditor’s RFP proposal dated October 26, 2022 and any written material from the Auditor’s interview/presentation/clarification
 - (iv) Schedule “B” – Request for Proposal 2022-255 and any addenda issued as part of RFP 2022-255.

28.0 0 PARTIAL SEVERABILITY

If any part of this Agreement is rendered invalid or illegal, the remainder of this Agreement continues to apply.

29.0 HEADINGS

The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

30.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining

to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

31.0 AMENDMENTS

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Auditor unless in writing signed by each of them.

32.0 ASSIGNMENT

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by either party without the prior written consent of the other party, which consent may be arbitrarily withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Auditor of its liabilities and obligations under this Agreement.

33.0 ENUREMENT

This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.

34.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada, and shall be treated in all respects as an Ontario contract. The Auditor and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

35.0 OBLIGATIONS RELATING TO SUBCONTRACTORS

The Auditor is fully responsible for the duties, obligations, liabilities and responsibilities of any subcontractor of the Auditor under this Agreement.

36.0 EXECUTION

The Auditor acknowledges that it has read this Agreement, understands it and

agrees to be bound by its terms and conditions.

37.0 WAIVER

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

38.0 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout, lockdown, public health regulations or orders, or quarantine, or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

39.0 NON-RESIDENT WITHHOLDING TAX

Non-residents of Canada are subject to a withholding tax of 15% as per paragraph 153(1) (g) of the Canadian Income Tax Act and Section 105(1) of the Income Tax Regulations. As required by law, the City will withhold 15% on all amounts payable to a non-resident vendor for services rendered in Canada. A Canada Revenue Agency approved waiver/reduction form must be submitted prior to payment processing in order to exempt/reduce the vendors required withholding tax amount. The withholding tax does not apply to GST or HST charged as well as any reimbursable costs (e.g. airfare, meals) provided they are itemized on the invoice.

The City's withholding of tax under this section does not relieve the non-resident vendor of its obligation to withhold tax on payments to non-resident sub-contractors nor does it necessarily relieve the vendor of its total Canadian tax liability. Vendors should apprise themselves of the non-resident withholding tax rules prior to bidding on City requirements. Further information can be found on the [Canada Revenue Agency](#) website.

40.0 SURVIVAL

The provisions relating to, indemnity shall survive termination or expiry of this Agreement.

41.0 CONFIDENTIAL DATA

- 41.1 The Auditor shall at all times comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.5 (MFIPPA). Use, collection and maintenance of information, documents and records, communicated to and acquired, collected and created by it in the course of providing services under this Agreement shall be in accordance with MFIPPA.
- 41.2 The Auditor will provide access to such information only to those officers, partners and employees that are providing audit services under this Agreement and only to the extent that the said employees and agents need to have access to provide the audit service under this Agreement.
- 41.3 The Auditor shall treat all information, documents and records communicated to and acquired, collected and created by it in the course of providing the services under this Agreement as confidential and shall not release or disclose the same to any person without the express written consent of the City, except as may be required by law, professional standards applicable to the Auditor or by judicial or administrative process, or as otherwise permitted under the Engagement Letter.
- 41.4 The Auditor shall ensure that all commercially reasonable steps are taken to protect the said information, documents and records by making all necessary security arrangements against any and all risk including without limitation to unauthorized access, use, disclosure, publication or dissemination or destruction and to ensure that the said information, documents and records do not fall into the possession of unauthorized persons, in accordance with MFIPPA.
- 41.5 The Auditor shall identify as confidential at the time it is supplied or communicated to the City or its Local Boards and Commissions or enterprises any trade secret or scientific, technical, commercial, financial or labour relations information, which, if revealed to the public, could reasonably be expected to:
- a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Auditor with any other person or persons, or
 - b) result in undue loss to the Auditor or undue gain to any other person or persons.

Subject to MFIPPA, the City shall not divulge any such information so supplied without the consent of the Auditor.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

KPMG LLP

Per: _____
Name:
Title:
Date:

I have authority to bind the Partnership.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE “A”
PRICING TABLE A

Annual Contracted Fee – Maximum Upset Limit

Item #	Description	Deliverables	2022	2023	2024	2025	2026	Sub-Total
1	City of London	Consolidated Financial Statements City of London	\$ 108,000	\$ 112,000	\$ 118,000	\$ 124,000	\$ 129,000	\$ 591,000
2		Consolidated Financial Statements City of London Trust Funds	\$ 4,000	\$ 4,150	\$ 4,300	\$ 4,500	\$ 4,600	\$ 21,550
3		Child Care Program – Review only for Province	\$ 6,700	\$ 7,000	\$ 7,250	\$ 7,500	\$ 7,800	\$ 36,250
4		Dearness Long Term Care Home – Annual Reconciliation Report (ARR) Audit	\$ 4,200	\$ 4,350	\$ 4,500	\$ 4,600	\$ 4,700	\$ 22,350
5		Dearness Day Program Annual Reconciliation Report (ARR)	\$ 4,200	\$ 4,350	\$ 4,500	\$ 4,600	\$ 4,700	\$ 22,350
6		Homelessness Partnering Strategy – Federal Audit March 31	\$ 4,700	\$ 4,800	\$ 5,000	\$ 5,200	\$ 5,400	\$ 25,100
7		Records Retention Schedule Review (s255(3) of Municipal Act 2001)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8		London Downtown Closed Circuit Television Program – specified auditing procedures	\$ 4,000	\$ 4,150	\$ 4,300	\$ 4,500	\$ 4,600	\$ 21,550
9	Agencies, boards, and commissions	Argyle Business Improvement Area Board of Management including Corporate Tax Returns	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800	\$ 27,000

Item #	Description	Deliverables	2022	2023	2024	2025	2026	Sub-Total
10		Covent Garden Market Corporation	\$ 11,000	\$ 11,400	\$ 11,850	\$ 12,300	\$ 12,800	\$ 59,350
11		Eldon House Corporation including Corporate Tax Returns	\$ 7,500	\$ 7,800	\$ 8,100	\$ 8,400	\$ 8,700	\$ 40,500
12		Hamilton Road Business Improvement Area Board of Management including Corporate Tax Returns	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800	\$ 27,000
13		Housing Development Corporation London including Corporate Tax Returns	\$ 7,500	\$ 7,800	\$ 8,100	\$ 8,400	\$ 8,700	\$ 40,500
14		Hyde Park Business Improvement Association Board of Management including Corporate Tax Returns	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800	\$ 27,000
15		London Convention Centre Corporation (RBC Place)	\$ 12,000	\$ 12,450	\$ 13,000	\$ 13,500	\$ 14,000	\$ 64,950
16		London Downtown Business Association	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800	\$ 27,000
17		London Hydro Inc. including Corporate Tax Returns	\$ 55,000	\$ 57,500	\$ 59,000	\$ 62,000	\$ 65,000	\$ 298,500
18		London & Middlesex Community Housing Inc. including	\$ 18,500	\$ 19,200	\$ 20,000	\$ 20,800	\$ 21,600	\$ 100,100

Item #	Description	Deliverables	2022	2023	2024	2025	2026	Sub-Total
		Corporate Tax Returns						
19		London & Middlesex Community Housing Inc. – Canada Mortgage and Housing Corporation (CMHC) Contract Performance Audit (co-signed with City)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
20		London Public Library Board	\$ 15,000	\$ 15,600	\$ 16,250	\$ 16,900	\$ 17,500	\$ 81,250
21		London Public Library Trust Funds	\$ 2,500	\$ 2,600	\$ 2,700	\$ 2,800	\$ 3,000	\$ 13,600
22		London Transit Commission	\$ 21,000	\$ 21,850	\$ 22,750	\$ 23,600	\$ 24,500	\$ 113,700
23		London Transit Commission Employees' Pension Plan	\$ 10,000	\$ 10,400	\$ 10,800	\$ 11,200	\$ 11,600	\$ 54,000
24		London Transit Commission – MTO Driver Certification Program audit as required	\$ 5,500	\$ 5,700	\$ 6,000	\$ 6,200	\$ 6,500	\$ 29,900
25		Middlesex-London Health Unit Consolidated – Year-ending Dec. 31	\$ 15,000	\$ 15,600	\$ 16,000	\$ 16,600	\$ 17,200	\$ 80,400
26		Middlesex-London Health Unit Consolidated – Year-ending Mar. 31	\$ 8,000	\$ 8,300	\$ 8,600	\$ 9,000	\$ 9,300	\$ 43,200

Item #	Description	Deliverables	2022	2023	2024	2025	2026	Sub-Total
27		Middlesex-London Health Unit – Annual Reconciliation Report (ARR) Audit – MOHLTC settlement process	\$ 3,500	\$ 3,650	\$ 3,800	\$ 4,000	\$ 4,100	\$ 19,050
28		Middlesex-London Health Unit – Schedule of Revenues and Expenditure for MOHLTC	\$ 5,500	\$ 5,700	\$ 6,000	\$ 6,200	\$ 6,500	\$ 29,900
29		Museum London	\$ 10,000	\$ 10,400	\$ 10,800	\$ 11,200	\$ 11,600	\$ 54,000
30		Old East Village Business Improvement Area Board of Management	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800	\$ 27,000
31		Elgin Area Primary Water Supply System	\$ 8,500	\$ 8,800	\$ 9,100	\$ 9,500	\$ 9,800	\$ 45,700
32		Lake Huron Primary Water Supply System	\$ 8,500	\$ 8,800	\$ 9,100	\$ 9,500	\$ 9,800	\$ 45,700
		Total for Each Year	\$ 400,300	\$ 415,350	\$ 431,800	\$ 450,000	\$ 467,000	\$ 2,164,450

**PRICING TABLE B – ALL INCLUSIVE HOURLY RATES FOR
BASE AUDIT PLAN AND OPTIONAL PRICING**

Item #	Role Description	Hourly Rate - 2022	Hourly Rate - 2023	Hourly Rate - 2024	Hourly Rate - 2025	Hourly Rate - 2026
1	Partner	\$ 400	\$ 420	\$ 440	\$ 440	\$ 440
2	Senior Manager / Manager	\$300	\$315	\$330	\$330	\$330
3	Senior Accountant	\$ 200	\$ 210	\$ 220	\$ 220	\$ 220

SCHEDULE "B"



London
CANADA

Request for Proposal 2022-255
External Audit Services for City of London

This document is available in alternate formats upon request. For information about obtaining an alternate format, please contact purchasing@london.ca



**Request for Proposal 2022 -255
External Audit Services for City of London**

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The Corporation of the City of London

Purchasing and Supply
267 Dundas Street, 4th Floor
London, Ontario N6A 1H2
[City of London](#)

October 5th, 2022

ELECTRONIC PROPOSAL SUBMISSIONS ONLY shall be received by Bids&tenders, no later than the closing time and date.

The following is a tentative schedule to assist interested Proponents with the anticipated schedule (dates and times) of significant events associated with this RFP process, in general. The City reserves the right to alter the schedule at its sole discretion.

Closing Time and Date	October 26, 2022 2:00:00 pm, local time
Question Period Closing Time and Date	October 19, 2022 2:00:00 pm, local time
Review and Evaluation of Submissions	Week of October 25 & 31, 2022
Interviews & Presentations/clarifications with short-listed proponents	Week of October 31, 2022
Award of Successful Proponent	November 2022
Commencement of Services	January of 2023

1.0 **Request for Proposal Details**

1.1 **Purpose**

The Corporation of the City of London (“the City”) is seeking proposal submissions (“Proposals”) from knowledgeable and licensed public accounting firms with audit experience in the municipal sector to provide External Audit Services as outlined in the Request for Proposal (“RFP”) documents to the City, including its Boards and Commissions.

1.2 **Background**

London, Ontario is a single-tier municipality in the Province of Ontario with an approximate population of 422,324 (2021) that is characterized by a diversified economic base - industrial, commercial and institutional. This has fostered an ideal climate for business investment and steady growth. The City provides the benefits of a large city with the convenience, responsiveness, economics and manageability of a smaller urban centre.

London has a fifteen (15) member City Council which includes the Mayor and fourteen (14) Councillors as the legislative and decision-making body of the Corporation.

The City, including its Boards and Commissions, provides the following types of services: fire, police, transit, courts administration and prosecutions, public works including roads, water and sewer, hydro, garbage and recycling services, public health services, long-term care services, social services, social housing, parks and recreation services, libraries, museums, planning and development, a convention centre, business improvement associations and a public market.

The City was recently reorganized into seven Service Areas effective May 4, 2021: Social and Health Development, Neighbourhood and Community-wide Services, Environment and Infrastructure, Planning and Economic Development, Finance Supports, Legal Services, Enterprise Supports. In addition, an Anti-Racism and Anti-Oppression unit as well as a Strategy and Innovation Unit report directly to the City Manager’s Office.

In addition, the related agencies, boards, commissions and corporations are listed below:

- Argyle Business Improvement Association Board of Management
- Covent Garden Market Corporation
- Eldon House Corporation
- Hamilton Road Business Improvement Area Board of Management
- Housing Development Corporation, London
- Hyde Park Business Improvement Association Board of Management
- London & Middlesex Community Housing Inc.

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- London Convention Centre Corporation
 - London Downtown Business Association
 - London Hydro Inc.
 - London Police Services Board
 - London Public Library Board
 - London Transit Commission
 - Middlesex-London Health Unit (Joint local board)
 - Museum London
 - Old East Village Business Improvement Area Board of Management
 - Fair-City Joint Venture
 - Elgin Area Water Primary Water Supply System (Joint local board) and
 - Lake Huron Primary Water Supply System (Joint local board).

The City is the sole shareholder of London Hydro Inc. London Hydro is regulated by the Ontario Energy Board and report under the International Financial Reporting Standards (IFRS) accounting standard.

The Housing Development Corporation, London is the City's only municipal services corporation. It was incorporated on October 26, 2015 with the City as the sole shareholder and began operations during 2016.

The City is a member of the Joint Board of Management for each of the Lake Huron and Elgin Area Primary Water Supply Systems. The City of London has assumed the role of Administering Municipality responsible for the administration of the systems on behalf of the participating municipalities. As administering municipality, the City is responsible for keeping books, records and accounts, preparing capital and operating budgets, raising capital financing, holding reserve funds, and operating bank accounts. The City is also responsible with the Joint Boards for having the records audited on an annual basis.

Financial Information

The Consolidated Financial Statements combine the financial results of the City's departments with the financial results of the boards, commissions and government business enterprises that the City effectively controls. Financial information and the City's Strategic Plan can be found at the following links:

- 2021 Consolidated Financial Report:
<https://london.ca/sites/default/files/2022-07/2021%20Financial%20Report%20Website.pdf>
- 2021 Consolidated Financial Statement:
<https://london.ca/sites/default/files/2022-07/2021%20Consolidated%20Financial%20Statements.pdf>

- 2021 Financial Information Return (FIR) – London:
<https://efis.fma.csc.gov.on.ca/fir/index.php/en/year-municipality/year-2021-2/>
- 2020-2023 Approved Multi-year Budget:
<https://london.ca/sites/default/files/2020-11/2020-2023%20MYB%20Document%20Property%20Tax%20-%20AS%20OF%20OCTOBER%2028.ah%20FINAL.pdf>
- 2019-2023 Strategic Plan
<https://london.ca/sites/default/files/2020-09/2019%20Strategic%20Plan.pdf>

Each year Moody's Investors Service reviews the credit worthiness of the City and then assigns the City a credit rating for the year. Moody's is provided access to numerous documents, including the above noted documents as part of their review. Moody's Investors Service is a leading provider of credit ratings, research, and risk analysis. The firm's ratings and analysis track debt covering more than 130 countries, 11,000 corporate issuers, 21,000 public finance issuers, and 76,000 structured finance obligations. For 2021, the City received the highest possible rating, Aaa, for the 45th consecutive year.

Internal Audit Services

An internal audit function has been in place at the City of London since 1983. As part of the City efforts to promote greater independence, openness, transparency and accountability of the audit function, Council authorized the outsourcing of internal audit services on April 19, 2010. The internal audit services includes conducting of financial, compliance, value for money, operational, performance and other audits and reviews. The internal audit services includes providing business advisory services such as efficiency and effectiveness reviews, benchmarking, continuous improvement and best practices reviews.

No firm will be allowed to provide both services. The City's current internal auditor is MNP LLP.

It is expected that the firm providing external audit services and the firm providing internal audit services will co-ordinate their efforts to maximize the audit coverage provided to the City.

Financial and Other Systems

The City uses the Oracle JD Edwards EnterpriseOne version 9.2 as it's backbone financial system. The suite of modules includes payroll, accounts payable, accounts receivable, general ledger, budget, fixed assets, fleet and facility management, purchasing and inventory.

The City implemented CaseWare over the past few years. For the 2021 year-end, the following financial statements were generated from the financial reporting module of CaseWare:

- Consolidated Financial Statements of the City of London
- Elgin Area Primary Water Supply System
- Lake Huron Primary Water Supply System
- Housing Development Corporation, London

CaseWare was implemented with the goal of improving efficiencies and gaining potential savings:

- Reduction in time - financial statements are completely automated, and tracking and clearing of all outstanding queries are centralized ensuring nothing is overlooked. Number of spreadsheets will be reduced.
- Reduction in Risk of Errors - users do not need to manually input values and a full audit trail is maintained from initial import to final printing of statements.
- Achievement of more reliable results - workflow functionality allows easy oversight of the year-end.
- Potential lower audit fees - audit working papers will be in a format that auditors are familiar with, which would improve navigation time.
- Support Environmental Policies - working papers would drastically reduce the amount of paper.
- Improve efficiency - many of the time-consuming year-end steps become more efficient, including creation of leadsheets, referencing of supporting documentation, last minute adjustments that must update leadsheets, statements, schedules, and notes – once entered, all linked values are automatically and instantly updated throughout.

Now that the financial statements module has been implemented, the staff will be focusing on improving the audit working paper automation.

There are also other significant systems in use at the City, including: Xplor (PerfectMind) for Recreation and other services; CLASS Point of Sale for Building and Parking; Ultimate Kronos Group (Kronos) for employee time and attendance; Vailtech VTax for property taxes; Calytera Amanda for building permits and licensing; Microsoft Dynamics 365 for Customer Relationship Management, ESRI ArcGIS for geographic information, CaseWare Working Papers for Financial Reporting, PointClickCare for Dearness Home Services; SAMS for Social Services; Gtechna for Parking; and ICON for Courts Administration of Provincial Offences.

In total, the City's Information Technology Services (ITS) area oversees over 200 applications. Most major corporate systems are administered following a consistent process within ITS. There are a few industry specific systems that are administered departmentally.

The underlying database management systems are either based on Oracle or Microsoft SQL Server. The City’s operating systems are Microsoft based.

There are seventy (70) different locations, one data centre, with both voice and data. The City has its own fibre network and also contracts out some managed network services for WAN.

Many of the Boards and Commissions have their own systems for both accounting and operational needs. In most instances, the Boards and Commissions will include a download of transactional data provided to the auditors from the various systems.

The Housing Development Corporation, London, and the Lake Huron and Elgin Area Primary Water Supply Systems’ accounting records are maintained by the City, within the City’s corporate financial system, JD Edwards.

The Systems utilized by the other various Boards and Commissions are summarized below:

Board/Commission/Other	Accounting System	Database Management System	Operating System
Argyle Business Improvement Area Board of Management	QuickBooks	N/A	Windows Server
Covent Garden Market Corporation	Yardi Breeze	N/A	Windows 10 Professional
Eldon House Corporation	Quickbooks Online	N/A	N/A
Hamilton Road Business Improvement Area Board of Management	Quickbooks	N/A	Windows 10 Professional
Hyde Park Business Improvement Association Board of Management	Quickbooks	Excel & Insightly	Windows 10 Professional
London & Middlesex Community Housing Inc.	Yardi Voyager 7S	Yardi Managed (SaaS)	Yardi Managed (SaaS)
London Convention Centre Corporation	Ungerboeck	Microsoft SQL Server	Win32NT

Board/Commission/Other	Accounting System	Database Management System	Operating System
London Downtown Business Association	Sage 50	Salesforce	Windows 10 Professional
London Hydro Inc.	J.D. Edwards (accounting system) SAP (billing system)	Oracle	Windows 2016 Server
London Public Library Board	SAGE 300 ERP	MS SQL	Windows Server
London Transit Commission	Sage PFW ERP V5.9.2 (GL- A/R, A/P, Bank Rec, Financial Reporting)	Pervasive SQL	Windows 7 Professional
	Enrich Equipment Management System V6.0.00 – for Inventory Control and Fixed Assets Maintenance	iSeries Access	IBM AS/400
Middlesex-London Health Unit	Microsoft Dynamics 2018	SQL Server Database	Windows Server 2016 Workstations are Windows 10 Enterprise
Museum London	Sage 300	MS SQL 2016	Windows 11
Old East Village Business Improvement Area Board of Management	Sage 50 Premium Accounting (converting to Quickbooks)	N/A	Windows 10

1.3 Reporting Structures

The External Auditors are appointed in accordance with the Municipal Act, 2001. They provide specific reports to the Audit Committee of Council through the Administration. The Administration has the authority to address audit-related issues. The External Auditors are required to report to the governing bodies of local Boards and Commissions where separate audited financial statements are issued.

1.4 Audit Committee

The Audit Committee is a committee of City Council. It is composed of four (4) members of the Municipal Council and one citizen appointee (with a professional accounting designation). Recommendations for appointment to the Audit Committee are made by the Strategic Priorities and Policy Committee, or the Striking Committee, as the case may be, and appointments are made by City Council. The Committee meets at least four (4) times annually and at such other times as shall be required and determined by the Chair. It reports directly to the Municipal Council.

The responsibilities of the Committee include satisfying itself as to the existence and terms of an Engagement Letter from the external auditors; reviewing the arrangements for the annual audit's scope, accounting principles, materiality limits, and fees; reviewing the auditors' report and audited financial statement and satisfying itself that the external auditors have no reservations about the statements; satisfying itself that there are no unresolved issues between Administration and the external auditors; reviewing the external auditors' management letter and recommending the appointment of new auditors on the advice of the Administration.

1.5 Scope of Work

1.5.1 General

- a) The Municipal Act, 2001 Section 296 allows for the appointment of external auditors for a term of five years or less. The intent of the City of London is to appoint external auditors for the five (5) year term, subject to satisfactory performance, beginning with the audit of the 2022 Financial Statements.
- b) The audits shall include the examination of the records and financial statements of the City and each local Board and Commission to the degree necessary to express an audit opinion on such statements. All proposals shall provide a plan and separate pricing for audit reports of each entity audited in 2022 from section 1.5.4, along with individual pricing for the annual reports required as noted in 1.5.1.c) and d).

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- c) Also included will be all related examinations required in order to produce audit or review requirements for:
- City of London Trust Funds,
 - London Public Library Trust Funds,
 - London Transit Commission Employees' Pension Plan, noting that the current requirement does not require an audit to be completed but the Commission has chosen to continue with the audit at this time. The Commission may opt out of this particular audit in the future.
 - Dearness Services including the Long Term Care Annual Reconciliation Report,
 - Dearness Day Program Annual Reconciliation Report and
 - Middlesex-London Health Unit Annual Reconciliation Report;
 - Homelessness Partnering Strategy,
 - Audit opinion on compliance of London & Middlesex Community Housing Inc. with the Canada Mortgage and Housing Corporation (CMHC) Credit Agreement regarding the National Housing Co-Investment Strategy,
 - Ontario Ministry of Transportation (MTO) Driver Certification Program Audits as required, and
 - A review for the Province for the revenues and expenses of the Child Care program funding.
- d) Also included is a report on specified auditing procedures for the London Downtown Closed Circuit Television Program and report on the Records Retention Schedule review.
- e) The work will generally not include accounting or the preparation of draft financial statements except in those limited circumstances as may be presented by some of the smallest municipal entities.
- f) There are also audit or review requirements on a variety of federal and provincial funding envelopes and certification programs. These are generally quoted and scheduled when they arise, as they are not consistent from year to year and are requirements through the funding program. There may also be requests for additional work at the request of Council resolution.
- g) It is anticipated that in certain years, there will be additional audit work required to provide audit assurance over the implementation of new accounting standards such as PS 3280, Asset Retirement Obligations and PS 3450, Financial Instruments.

1.5.2 Annual Schedule

Before a date mutually agreed upon in November/December of each year, the auditors shall meet with the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) for the City and its Boards and Commissions to discuss and agree upon;

- i) a schedule, which includes all aspects of the completion and audit of the various financial statements of the Municipality for the current year; and
- ii) a list of the necessary schedules, working papers, analyses and other information to be prepared by the staff of the City and its Boards and Commissions.

Appendix D provides information on the approximate start time of interim and year-end fieldwork for the audits of the 2021 financial statements.

1.5.3 Qualified Statements

The auditors shall immediately upon discovery of information or conditions which would otherwise lead to the inclusion of a qualified opinion with respect to any of the City's financial statements, inform and fully discuss such matters with the City Manager (or delegate) and the Deputy City Manager, Finance Supports and City Treasurer (or delegate) of the City. Also, the auditors shall, as far as possible, allow a reasonable time for the City to investigate, analyze, report and take corrective action so as to avoid the inclusion of such qualifications.

1.5.4 Entities Requiring External Audit Service

This RFP is a call for external audit services for:

- Consolidated – The Corporation of the City of London;
- Consolidated City of London Trust Funds;
- Argyle Business Improvement Area Board of Management;
- Covent Garden Market Corporation;
- Eldon House Corporation;
- Hamilton Road Business Improvement Area Board of Management;
- Housing Development Corporation, London;
- Hyde Park Business Improvement Association Board of Management;
- London Convention Centre Corporation (RBC Place);
- London Downtown Business Association;
- London Hydro Inc.;
- London & Middlesex Community Housing Inc;
- London Police Services Board (consolidated in City records);
- London Public Library Board;

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- London Public Library Trust Fund;
 - London Transit Commission;
 - London Transit Commission Employees' Pension Plan;
 - Middlesex-London Health Unit (Joint local board);
 - Museum London;
 - Old East Village Business Improvement Area Board of Management;
 - Elgin Area Water Primary Water Supply System (Joint local board); and
 - Lake Huron Primary Water Supply System (Joint local board).

1.5.5 Meetings and Subsequent Assistance

The auditors shall attend such meetings as required to discuss their work and reports and shall provide such information as requested which will enhance the understanding of members of the Audit Committee of Council concerning matters pertaining to the annual financial statements. There is a minimum of four (4) Audit Committees annually and generally the auditors would attend one (1) annual meeting at each of the Boards and Commissions.

1.5.6 Audit Management Letter/Audit Findings Report

No later than sixty (60) days following completion of the report on the audit of the annual statements, the auditor shall prepare and deliver to the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) draft letters/findings conveying any concerns relative to the internal accounting, operating controls and/or other matters of material importance with respect to the operations of the Corporation, local boards and other entities.

The auditors shall also provide recommendations as to such corrective measures as may be required and be prepared to provide assistance with regard to implementation, if required to do so. The auditors shall meet with the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) and any relevant City, Board or Commission head, to discuss the comments, following which an official management letter/findings report will be submitted to the City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate), and to the City, Board or Commission head. The City Manager (or delegate) and Deputy City Manager, Finance Supports and City Treasurer (or delegate) shall, upon receipt of the final version of the Audit Management Letter/Audit Findings Report, coordinate the management response to the Auditors' comments and shall work with the Audit Committee Chair to schedule an Audit Committee meeting to receive the Report.

1.6 Evaluating the Auditors' Performance

During the contract period, the auditors' performance will be evaluated based on the following criteria:

i) Persons assigned to the audit:

For the initial year of the engagement, the persons assigned to the audit should be those originally proposed; and any subsequent changes to audit personnel must be acceptable to the City Manager (or delegate) or Deputy City Manager, Finance Supports and City Treasurer (or delegate).

ii) On-site participation of the audit senior:

It is expected that the audit senior will be present throughout the audit.

iii) Performance in the manner proposed:

It is expected that the audit will be carried out in the manner proposed. Any changes in the audit program which impact staff and other resources of the City shall be discussed with and agreed to by the Deputy City Manager, Finance Supports and City Treasurer (or delegate).

iv) Adherence to Audit Deadlines:

It is expected that the audit will be completed within the time frames agreed to in the annual schedule. Significant dates for the Corporation and its Boards currently include: completion of all financial statements by mid May; Audit Committee review by June; submission of the Financial Information Return to the Province by May 31 or such other date as stipulated by the Province. The dates are approximate and may require adjustment from year-to-year depending on issues facing the Municipality.

1.7 Reporting and Privacy

Full and timely audit reports with issues, observations, recommendations and management responses from the client will be provided to the Audit Committee. All final public audit reports will be published on the City's website subject to any MFIPPA, privacy and other confidentiality issues. It is critical that the successful Proponent understands the unique environment in which the City operates, along with the requirement for the City to be compliant with Web Content Accessibility Guideline (WCAG) 2.0 level AA.

a) The City is subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"-also referred to as the Act). The Act requires municipal institutions to protect the privacy of an individual's personal

information existing in government records. The Act creates a privacy protection scheme, which the government must follow to protect an individual's right to privacy. The scheme includes rules regarding the collection, use, disclosure and disposal of personal information in the custody and control of a municipal institution. Also, the Act provides individuals the right to access municipal government information, including most general records, subject to very specific exemptions and exclusions. Personal information collected and records related to work performed on behalf of the City may be subject to MFIPPA.

- b) The City is also subject to the Municipal Act, 2001. Section 239 of the Municipal Act, 2001 provides for seven separate subject matter exceptions to the requirement that meetings be open to the public.
- c) As per the Information and Communications Standards as set out by the Accessibility for Ontarians with Disabilities Act (AODA), beginning January 1, 2021: all public websites and web content posted after January 1, 2012 must meet WCAG 2.0 Level AA.

1.8 Working Hours and Locations

City's working hours are from 8:30 a.m. to 4:30 p.m. from Monday to Friday, excluding Saturday, Sunday and statutory holidays. The primary location is at 300 Dufferin Ave but could involve other City locations within the City of London (i.e. locations of boards and commissions identified in the RFP).

1.9 Required Meetings

The Auditors shall attend such meetings as required to discuss their work and reports and shall provide such information as requested which will enhance the understanding of members of the Municipal Council and the Audit Committee of Council concerning matters pertaining to the internal audit reports.

Attendance is required at all Audit Committee meetings as well as City Council and other committee meetings as required. There are a minimum of four (4) Audit Committee meetings annually.

1.10 The Payment Schedule

The Service Provider shall render quarterly billings to the City and to the applicable Board or Commission detailing the work and actual total hours expended based on standard All-Inclusive hourly rates in direct reference to the Base Audit Plan during each quarter with a maximum upset limit to the amount of the annual contracted fee as set out in Pricing Table A. Invoices will be due and payable within 30 days of the invoice date.

The Service Provider shall keep records, receipts, vouchers and documents as will verify to the satisfaction of the City the direct costs incurred for which billings have been submitted. Upon the request of the City, the Service Provider shall furnish such documentation to the satisfaction of the City to verify the direct costs incurred.

2.0 **General Submission Requirements**

2.1 **General Requirements**

The City is requesting Proposals from firms who are both interested and capable of undertaking the project.

The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.

Proposals will be assessed according to how well they assure the City's success in relation to the RFP requirements. The detail and clarity of the Proposal will be considered indicative of the Proponent's expertise and competence.

All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete Proposals will not be considered.

2.2 **Pricing**

- a) The City is seeking firm prices for the initial Agreement period of five (5) years.
- b) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- c) HST shall not be included in the pricing proposed.

All Proponents shall provide their Harmonized Sales Tax (H.S.T.) registration number in Bids&tenders System. Note: If the Proponent is located outside of Canada and is not a H.S.T. Registrant, this may not apply for the tax requirements, refer to section 6.13 - Non-resident Withholding Tax.

- d) The City and three (3) Boards (Housing Development Corporation, London, the Elgin Area Water Primary Water Supply System, and the Lake Huron Primary Water Supply System) implemented the use of CaseWare for the production of their financial statements in 2020/2021. The use of CaseWare in the production of the Financial Statements, including account mapping and trial balance provided in CaseWare

format, will improve efficiencies for the audit. Audit working papers, in the future, will be in a format that auditors are familiar with, which will improve navigation time. It is anticipated that this implementation will be reflected in the professional fee as a savings.

- e) The City is seeking firm prices for the contract period; proponents must fully complete and submit the Financial Proposal per section 8 of the RFP on Bids&tenders Step 1.

2.3 Agreement Period

- a) The term of the contract will be for a period of up to five (5) years with no option to renew or extend the contract period.
- b) The City will monitor the performance of the successful proponent during the contract period. The City at its absolute sole discretion reserves the right to cancel the contract due to poor performance without penalty.

3.0 Specific Submission Requirements

The Proponent's submission must provide the information requested below. The Evaluation Team will review and evaluate the information received from Proponents in response to the items listed in this section. Failure to respond to any requested information will be deemed as unresponsive to that item and subsequently a score of zero will be assigned to that item during the evaluation process. Information submitted is subject to verification, and further pertinent information may be obtained from references.

The proposal submission shall be limited to a maximum of fifty (50) pages of 8.5" X 11" paper, printed double-sided in portrait format, fonts used should not be smaller than 12 point with margins of a minimum size of 1/2" top, bottom, left and right, pages numbered. Any information provided in excess of the stipulated maximum within the core body of the proposal submission will not be taken into account in the evaluation of the proposal.

Title pages, table of contents, tabbed dividers and appendices will not be included in this limit, and therefore must not include material intended for evaluation.

Note: **Do Not** include any pricing information in the technical submission, full contract pricing is to be completed on Bids&tenders website Step 1 – Schedule of Prices only. If a Proponent attempts to indicate pricing outside of the process indicated above, the Proponent shall, at the City's sole discretion, be deemed non-compliant and given no further consideration.

The Proponent must provide the information under the same order, headings and numbering sequence, as well as the forms as listed below.

3.1 Firm Profiles, Past Experience, and References

a) Firm Profile

Provide a brief narrative addressing the following points:

1. Provide confirmation that the firm is registered with CPA Ontario to practice public accounting, noting that the lead engagement person holds an active public accounting license in Ontario.
2. Describe the relevant perceived strengths and weaknesses of the firm in the field of audit.
3. Describe what your firm believes are the critical success factors for External Audit and how you will demonstrate value to the City.
4. Identify any Subcontractors, subconsultants, their relevant skill set and what area of the proposal they will be contributing to.

b) Municipal Audit Services Past Experience

1. Provide a list of the firm's current and prior largest municipal clients indicating the type(s) of service performed, the number of years served for each client. Please include specific examples related to external auditing in the public sector of similar size and scope to the City.
2. Provide evidence the firm has experience in auditing a large, complex, and computerized municipality.

c) Electrical Distribution Entities Audit Experience

1. Please provide a list of any experience auditing Electrical Distribution entities. Provide a list of the firm's current and prior largest Electrical Distribution entities clients indicating the type(s) of service performed, and the number of years served for each client.
2. Provide evidence of any research, education and knowledge with respect to International Financial Reporting Standards (IFRS).

3. Please elaborate on any involvement with the Ontario Energy Board (OEB), and/or any special task forces or projects that the firm has been involved with in the Ontario Electricity Regulation Environment.

d) **References:**

Other than the City of London, please provide a minimum of three (3) references from municipalities within the last 5 years of recent successful engagements of similar size and complexity.

Further, please provide the contact names, titles and telephone numbers of senior staff of at least two (2) Electrical Distribution entities that may be contacted as references.

Proponents shall provide, at a minimum, the following information with respect to each reference. Information submitted is subject to verification, and further pertinent information may be obtained from references.

References (using the City's form is preferred)	
Client name and address	
Client contact info Name: Email: Telephone:	
Size of the Municipality/ Electrical Distribution Entity	
Number of years dealing with the municipality/ Electrical Distribution Entity	
Services that were provided by the Proponent (i.e. financial statement audit and/or other advisory or attest services)	

e) **Specialized Advisory Services**

1. Indicate the firm's experience in providing auxiliary services to include commodity tax services, corporate tax services, technology, and security

audit expertise to municipal clients by listing the name of each client, the type(s) of services performed, and the local office which provided the service.

2. Show evidence of well-developed professional auditing techniques to evaluate systems of internal control and review for audit work performed.
3. Please provide in the proposal any advisory services which may be available to the municipality free of charge on routine matters. These may include staff assistance and/or publications relating to the economy, income tax, payroll tax, commodity and excise taxes, employment benefit plans, management, cash management, fraud prevention, cybersecurity, Scientific Research and Experimental Development Tax Credits, etc.

3.2 Proposed Project Team and Personnel Qualifications

- a) Provide *curriculum vitae* (CV) and experience profile of the Proponent's principal contact person(s) who will be responsible for this contract. CV should indicate whether the individuals are licensed to practice public accounting in Ontario, noting that the lead engagement person must hold an active Public Accounting License, in accordance with the Public Accounting Act, 2004.
- b) Describe the experience in municipal audits of the partner, manager/supervisor, and senior assigned to the audit including years on each job and their position on each audit. Describe the role of each member of the audit team assigned to the audit including staff in specialized areas such as computer auditing or commodity tax specialists.
- c) Indicate the local office(s) where the staff will be located, which office will be assigned the audit and provide a detailed list of audit staffing and their positions.
- d) Describe the relevant educational background of each individual assigned to the audit. This should include seminars and courses attended within the past two years related to PSAB and IFRS. Also include any related details on corporate income tax and Scientific Research and Experimental Development Tax Credits.
- e) Describe any specialized skills, training and background in public finance by assigned individuals. This may include participation in municipal or provincial consulting assignments, speaker or instructor roles in conferences or seminars or authorship of articles and books.
- f) It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Please indicate the Proponent's commitment to ensure continuity of key personnel. Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.

- g) Each Proponent must indicate the percentage of time allocated to the external audit by Senior Staff (Partner and Senior Manager) for the Base Audit Fee.

Item No.	Base Audit Year	Service Deliverables Description	% of Total Audit Hours
1	2022	% of Time allocated by Senior Staff	
2	2023	% of Time allocated by Senior Staff	
3	2024	% of Time allocated by Senior Staff	
4	2025	% of Time allocated by Senior Staff	
5	2026	% of Time allocated by Senior Staff	

- h) Sub-consultant: Sub-consultants will be considered during the term of the project. If any, please list sub-consultant including but not limited to **(do not provide TBD - to be decided, or TBA - to be announced)**:
- The role on this project,
 - years of experience with your firm,
 - the reason of using this consultant
 - contact name, email, and telephone
 - the resumes

- i) If any team changes are required, provide your change management plan including communication and approval processes.

Only team members that will be assigned to assist with the project, for the duration of the project should be included with your response. Do not include team members that will be only minimally involved in the project (<35 hours).

No change shall be made to the list of submitted Proponent Team Members and/ or sub-consultant after the closing time of this RFP, without the written approval by the City.

3.3 Approach to Project Delivery

- a) The Proponent is required to show evidence they have substantial expertise, resources and support services available to perform the audits consistently from one year to the next, in an expeditious manner and within the required time frames.
- b) Provide a work plan for completing the annual financial statement audits indicating estimated timelines for each audit, including commencement and completion dates of significant activities and milestones that includes the following:

-
1. Staff capacity assigned for significant activities and milestones within the work plan. The senior/in-charge auditor should be present throughout most of the audit;
 2. Key dates for major deliverables should be clearly defined in the Proponent's work plan;
 3. Statement of assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.
- c) Business Transition Plan
1. If you are an existing vendor, please provide any transition plans for changes proposed as part of your submitted proposal.
 2. If you are a new vendor, please provide a detailed transition strategy of how your firm will onboard staff, learn and understand the City organization, continue seamless external audit services from the current service provider. Include how you plan to follow through on outstanding observations from past audits.
- 3.4 Audit Fees Schedule
- a) A listing of fixed lump sum annual fees to be charged for each of the five (5) years, detailed by specific municipal entity must be included with the written submission per Section 8.1 Pricing Table A. In addition, per Section 8.2 Pricing Table B hourly fees must be submitted for each of the five (5) years for other annual requirements.
 - b) For each municipal entity and annual report, a schedule of the estimated hours of involvement of each member of the audit team is to be included.
 - c) The total fixed flat fee quoted per financial statement audit must include all audit work necessary to express an opinion on each of the financial statements, including audit work related to any changes in auditing or accounting standards. The total fixed flat fee quoted per other attest work must include all audit/review work necessary to meet reporting requirements in accordance with funding agreements and/or program guidelines.
 - d) A lump sum total fee to complete the Scope of Work must include all labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, etc.), staff time, meetings with the City or its Boards and

Commissions, disbursements and any/all other operational costs and fees associated with the Services, excluding applicable taxes.

The City and its Boards and Commissions shall not be responsible for any additional costs.

- e) If the level of service required is reduced (i.e. audits are no longer required) during the term of the contract, the cost of services will be reduced by the price per audit for each of the remaining years of the contract.
- f) The Proponent is required to submit a schedule of proposed hourly rates for all project personnel (names optional) by classification for a determination of pricing for additional and/or optional work. Section 8.2 - Pricing Table B – Optional Pricing should be completed online at Bids&tenders with this information. This supplemental information is not part of the evaluation criteria.

3.5 Other Information

- a) Provide a brief explanation of why your firm should be selected (specific, detailed, verifiable information).
- b) Attach any additional material which is not specifically referred to or requested above but which the Proponent believes is relevant to its Submission or that will demonstrate the required abilities, qualifications and expertise described in this RFP document.

4.0 Evaluation Criteria and Methodology

4.1 Submission Weighting

Submissions will be evaluated by an Evaluation Team based on, but not limited to the following categories. The disclosure of the allocated weightings for each category is provided to assist Proponents in preparing a Proposal that best meets the requirements of the City.

		Evaluation Categories	Weightings (Percentage %)
Technical	3.1 Firm Profiles, Past Experience, and References	a) Firm Profile	25%
		b) Municipal Audit Services Past Experience	
		c) Electrical Distribution Entities Audit Experience	10%
		d) References	10%
e) Specialized Advisory Services			

	3.2 Proposed Project Team and Personnel Qualifications	Proposed Audit Team and Resources	10%
	3.3 Approach to Project Delivery	Approach to Project Delivery	13%
	3.5 Other Information	Other relevant information of firm and services.	2%
Pricing		Audit Fees (Section 3.4 and Section 8 Pricing table A)	25%
Interview		Interview/Presentation/Clarification	5%
Total			100%

The order of the items listed in this section should not be taken as an indication of the relative importance of any particular criteria in the evaluation process.

By responding to this RFP, Proponents agree to accept the decision of the Evaluation Team as final.

4.2 Evaluation Team

Proposal submissions will be evaluated by an External Audit Services Evaluation Team with staff representation from all key functional areas of the City including Financial Services, and Boards and Commissions, with the assistance of Purchasing & Supply.

By responding to this RFP, Proponents acknowledge that The External Audit Services Evaluation Committee will recommend a short list of Proponents to the Evaluation Team for an interview and presentation.

The Evaluation Team will use the following evaluation scale to score the technical proposals

Rating	Points	Criteria
Excellent	5	Response meets all requirements and adds distinct value.
Very good	4	Response meets all requirements.
Good	3	Response meets most requirements but lacks in non-critical areas.
Satisfactory	2	Response meets some requirements but lacks in critical areas.
Poor	1	Response does not meet any requirements.
Unsatisfactory	0	No information provided.

4.3 Evaluation Process

Each Proposal will be evaluated by the City based on the information provided by the Proponent in its Proposal. Each Proposal will be reviewed to assess compliance with the requirements set out in this RFP. Evaluation results will be the property of the City. The City does not intend to disclose details of the evaluation results, under any circumstances.

After receipt of the Proposal, the City may request clarification to ascertain a Proponent's understanding of, and level of responsiveness to, the Proposal for the purpose of the evaluation process.

The City, in its sole discretion may adjust the evaluation score or ranking of Proposals as an outcome of the clarifications. The City reserves the right to limit clarification to any number of Proponents as determined by the City regardless of the number of the Proponents that submitted Proposals.

4.4 Interview and Presentation

At the City's sole discretion, a short-list of the top scoring proponents will proceed for an interview and presentation. Interviews and presentations will be conducted in the week of October 31, 2022. The interview and presentation process shall be based on the following criteria and are to be attended by the Proponent's representatives who will be servicing the City's account.

Interview and Presentation Agenda:

- i) Brief introduction of evaluation team and Proponents team, 5 minutes;
- ii) Presentation by the Proponent, no more than 30 minutes; and
- iii) Question & answer period, 25 minutes.

The interview and presentation phase for short-listed Proponents (based on their initial scoring) shall be evaluated by the Audit Committee based on the following criteria:

Once the interview and presentations are complete, the Audit Committee shall recommend the chosen Proponent to Council. City Council makes the final decision on the appointment of an audit firm.

4.5 Evaluation Methodology

The Proponent's Proposal will be evaluated in two phases:

Phase I: Technical

Part 1: Completeness and Compliance Review

This RFP requires that Proponents respond on the online Bidding System forms. The City will review the electronic submission of each Proponent to ensure that the submission is substantially complete and complies with the requirements of the RFP.

Bidding submissions which are not compliant with the requirements of the RFP shall be deemed non-compliant and shall not receive further consideration.

Part 2: Request for Information - Pre-qualification of Proponents

Phase I of this RFP requires that Proponents respond to the section 3 - Specific Requirements requesting Proponent information and specific responses regarding the services that are being proposed. All submissions will be given consideration.

A short-list of the highest scoring technical Proposals from Proponents with compliant submissions and with services which are deemed, at the sole discretion of the City, to meet the needs of the City will be selected to participate in Phase II - Pricing Evaluation of this Proposal Call.

Phase II: Pricing Evaluation

Only those Proponents who have been deemed best qualified in Phase I: Technical will enter into Phase II: Pricing Evaluation and the separate pricing file of the Proponent's submission will be unsealed and evaluated for contract award recommendation.

NOTE: The Proponent's Proposal for this Request for Proposal with the lowest price will receive the maximum score (25 per cent) for the Financial Proposal category. The remaining Proposals will each receive a pro-rated Financial Proposal Score in accordance with the following formula:

Financial Proposal Score = (Lowest Priced Financial Proposal / Financial Proposed Price) x 25 (assigned weighting for Financial Proposal)

Phase III: Interviews

Part 3: Invitation to Short-Listed Proponent(s) to present the Proponent's proposed Services Submission.

Short-listed Proponents may be invited to participate in Phase III – Part 3 of this Proposal Call. Each short-listed Proponent will be requested to give a complete presentation of the proposed External Audit Services and/or provide clarifications of the proposed services.

4.6 Best and Final Offer

Following the closing of the RFP, the City may, but shall not be obligated to, choose to invite Proponents to participate in a Best and Final Offer (“BAFO”) process. The Best and Final Offer process is as follows:

The invited Proponents who agree to participate will then individually be requested to meet with the City to:

- a) Clarify the particulars of the City’s scope of work;
- b) Clarify the Proponent’s suggestions, solutions and methods of work;
- c) Discuss options for alternative methods of achieving the City’s desired results; and
- d) Explore alternative ways the City can achieve the best possible service, supply and / or performance of the Project.

Following any such discussions and meetings, the City may request the Proponents who have agreed to participate in this BAFO process to submit a best and final offer by a fixed date and time chosen by the City.

The City will then evaluate such BAFO Proposals that it has received against the evaluation criteria previously described in the RFP.

Thereafter the City may select a preferred Proponent with whom to enter into negotiations for the award of all or part of the RFP who has in the City’s opinion offered the most value for money to the City. The City is not however bound to select the highest scoring or any Proposal received and may cancel this BAFO process at any time. Note: this option will only be invoked if a satisfactory outcome to the specified evaluation process is not achieved.

4.7 Award Recommendation to City Council

The evaluation team will present its award recommendation to the Deputy City Manager, Finance Supports, and City Treasurer, and to the Manager of Purchasing and Supply for their perusal and endorsement to proceed with the award recommendation for final approval. City Council (or delegate) makes the final decision on the appointment of an external auditor.

4.8 Selection Process

- a) Receive written responses from Proponents
- b) Evaluate technical and pricing Proposals
- c) Clarifications/Interviews/presentations with the shortlisted Proponents
- d) BAFO if required

- e) Award Recommendation
- f) Council Approval
- g) Agreement/ Contract Record

4.9 Agreement

Following award notification, the selected Proponent shall be required to complete and execute the Agreement for External Audit Services with the City ("Agreement"). The Agreement is provided in Appendix C of the RFP, and all issued addenda, shall be included with and will form the Agreement between the City and the Successful Proponent, whether mentioned specifically by reference in the executed Agreement or not.

An engagement letter with terms and conditions **will not be accepted**.

Upon receipt of written notice from the City that it has been awarded the contract, the Successful Proponent shall provide within ten (10) business days of such notice, a fully executed Agreement.

Proponents are advised that by submitting a response to this RFP, they are agreeing that they have reviewed in its entirety the Agreement in the form provided in this RFP or in any addenda to this RFP issued by the City.

If upon review of the Agreement, Proponents have objections or concerns regarding the terms contained in the Agreement, they may, **during the bid open period only**, submit questions or requests for changes to the Agreement which the City will consider. Should the City elect to make changes pursuant to the questions submitted by Proponents, the City will issue an addendum containing a revised Agreement prior to the deadline for receipt of electronic bid submissions.

Proponents shall note that Proposals which have been selected by the City, based upon the terms it wishes to negotiate after the deadline for electronic submission, or Proposals which contain any other form of bid qualification, may not be accepted. Proposals containing such qualifications may be deemed non-compliant and not be given further consideration for award.

5.0 Submission Information

5.1 Proposals must be received online through [Bids&tenders](#) no later than the specified closing time and date.

5.2 Proponents may edit or withdraw a submitted Proposal at any time up to the official closing time. Proponents are solely responsible to:

- Make any required adjustments to their Proposal;
- Acknowledge the Addendum/Addenda; and

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- Ensure the re-submitted Proposal is **RECEIVED** by Bids&tenders no later than the closing time and date.
- 5.3 Proponents are to refer to standard terms and conditions (https://london.ca/sites/default/files/2022-01/Standard%20Terms%20and%20Conditions_0.pdf)
The Proposal and any resulting purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the Standard Terms and Conditions and the terms or conditions of this RFP, the terms and conditions of this RFP shall prevail.
- 5.4 The City reserves the right to accept or reject any and all Proposals. The City further reserves the right to award the contract as split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Deputy City Manager/City Manager, unless otherwise stated.
- 5.5 Proposals are to remain firm for acceptance for a period of one hundred twenty (120) days from the closing time and date.
- 5.6 Proposals containing prices which appear to be unbalanced as to likely affect the interests of the City adversely may be rejected.
- 5.7 The acceptance and award of the Proposal and execution of an agreement, contract record or purchase order may be subject to approval by the City's management or City Council.
- 5.8 By submitting a Proposal, the Proponent acknowledges and accepts all terms and conditions in this RFP, including the Standard Terms and Conditions referred to above in 5.3, and all policies and procedures in the [Procurement of Goods and Services Policy](#).
- 5.9 It is the Proponent's responsibility to make sure the uploaded file(s) are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, the Proponent's bid call document may be rejected.
- 5.10 It is the Proponent's sole responsibility to ensure their bidding submission is received by the time and date specified within the RFP. The receipt of Proponent submissions can be delayed due to a number of factors including, but not limited to, "Internet traffic", file transfer size, and transmission speed. The Proponent should allow sufficient time to upload its bidding submission, including any attachments. Late bidding submissions will not be accepted by the City's bidding system.
- 5.11 The City is not responsible for any incomplete or misdirected bidding submission

due to electronic technical problems arising out of the Proponent's use of the City's bidding system.

- 5.12 Only Proponents that are registered as a Plan Taker for this RFP with bids and Tenders at <https://london.bidsandtenders.ca/Module/Tenders/en> and have obtained this Document from Bids and Tenders, may submit a bidding submission.
- 5.13 Any documents forming part of the Proponent's bidding submission uploaded to London.bidsandtenders.ca by the Proponent in response to this RFP must:
- NOT have a security password
 - Not be defective, corrupted or blank
 - Be able to be opened and viewed by the City
- 5.14 The Proponent's bidding submission must be made on the online forms supplied by the City.
- 5.15 Proponents will be sent a confirmation email by the City's bidding system to the email address provided by the Proponent when it registered as a Plan Taker in the bidding system for the RFP advising that their bidding submission was submitted successfully. Proponents should not consider their bidding submission to have been submitted until they have received the confirmation email.

6.0 **Terms and Conditions**

6.1 **Questions/Addenda**

- a) All questions, inquiries and clarifications regarding this RFP are to be submitted using the "Submit a Question" button available on Bids&tenders. Inquiries **must not** be directed to City employees or Elected Officials. Submitting inquiries outside of Bids&tenders may result in the Proposal being rejected.
- b) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this RFP.
- c) Amendments or changes to this RFP prior to the closing date and time stated herein will only be in the form of written addenda issued by the City's Purchasing and Supply Division and distributed through Bids&tenders. It is the Proponent's sole responsibility to inform itself of any posted addenda. Proponents will be unable to submit their Proposal until all addenda are acknowledged electronically.
- d) The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Proposal, the Proponent acknowledges

and agrees that addenda shall only be posted on Bids&tenders and it is the sole responsibility of the Proponent to check for said addenda.

- e) Where a request results in a change or a clarification to the RFP, the City will prepare and issue an addendum. Addenda will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City for regular business hours with the exception of an addendum postponing the closing or cancelling this RFP. Proponents that have submitted Proposals prior to the date and time cut-off for addenda issuance are solely responsible to monitor Bids&tenders for further addenda and are therefore also solely responsible for submitting a complete new Proposal acknowledging any said addenda prior to the closing date and time of the RFP solicitation.

6.2 Cancellation

- a) The City reserves the right, at its absolute sole discretion, to cancel the Agreement with thirty (30) days written notice, without cause and without penalty.
- b) The City reserves the right, at its absolute sole discretion, to cancel the Agreement with seven (7) days written notice, with cause and without penalty.
- c) The City reserve the right to cancel this RFP, without any award, for any reason, at any time and in its sole discretion, re-issue, sole-source or do nothing in the future in respect of the subject of this RFP.

6.3 Rights Reserved by the City

- a) The lowest Proposal will not necessarily be accepted. The City reserves the right to accept/reject any or all Proposals and/or reissue the RFP in its original or revised form.
- b) The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- c) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- d) In the event of any disagreement between the City and the Proponent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

6.4 Non-Disclosure

Except as the City may otherwise consent in writing, the Successful Proponent shall not use, other than for the City, and not directly or indirectly publish or otherwise disclose at any time (except as the Proponent's duties for the City require) either during or subsequent to the Proponent's work, any of the City's appendices, attachments or other written material (whether or not conceived, originated, discovered, or developed in whole or in part by the Proponent).

6.5 Confidentiality

- a) Except as may be necessary in the performance of an order under the Agreement, the Successful Proponent shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproduction or recordings of any type, or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of the City, or which relate in any manner to the present or prospective business of the City. The Successful Proponent shall have no interest in any of this material and agrees to surrender any of this material which may be in its possession to the City immediately upon the termination of the Agreement or at any time prior to the termination upon the request of the City.
- b) The Successful Proponent shall not at any time (except under legal process) divulge any matters relating to the business of the City or any customers or agents of the City which may become known to it by reason of its services under an order, orders or otherwise and shall be true to the City in all dealings and transactions relating to the services contemplated by the Agreement and any order. Furthermore, the Successful Proponent shall not use at any time (whether during the continuance of the Agreement or after its termination) for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs, or plans belonging to or relating to the affairs of the City, including knowledge relating to customers, clients, or employees of the City.

6.6 Ownership of Materials, Reports, Designs, Specifications & Training Materials

Any work completed at the City's expense, on-site or remotely during the course of the project, including videos, training materials, reports, designs, custom applications, specifications or otherwise shall become the exclusive property of the City.

6.7 Access to Information

The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Council Policy – The Procurement of Goods and Services Policy.

The Proponent accepts, by the submission of a Proposal, that the information contained in it will be treated in accordance with the process set out in this section of this RFP.

6.8 Joint Submission

Joint submissions of two (2) or more firms are to be submitted as a single Proposal coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement, or as determined by the City.

6.9 Personal Information

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of the Agreement, except where required by law, any information or document without obtain the written consent of the individual/organisation concerned prior to the release or disclosure of such information or document and shall comply with the requirements of the provisions regarding Personal Information and Confidentiality.

6.10 Records Retention

In the event that the Successful Proponent ceases operation, the Successful Proponent shall not dispose of any records related to the Successful Proponent and services it provided under the Agreement without the prior written consent of the City, and when requested by the City, shall return the records to the City forthwith.

6.11 Nomination of Sub-Consultants or Sub-Contractor

- a) Unless otherwise stipulated in this RFP or any Addendum thereto, the Proponent shall indicate the names and addresses of all nominated sub-consultants or Sub-Contractor that it proposes to use in the provision of services and/or work contemplated by this RFP.
- b) The City reserves the right to reject any sub-consultant or Sub-Contractor so nominated, without penalty or liability to the City of any kind whatsoever.
- c) No change shall be made to the list of nominated sub-consultants or Sub-Contractors after the closing time of the RFP, without the prior written approval of the City and only on such terms and conditions as the City in the exercise of an absolute discretion may require.

6.12 Assignment

Following award of the contract, the Successful Proponent shall not, without written consent of the Manager of Purchasing and Supply or designate, make any assignment or any subcontract for the execution of any service or product hereby quoted on. The consent of the Manager of Purchasing and Supply or designate may be arbitrarily withheld.

6.13 Non-resident Withholding Tax

Non-residents of Canada are subject to a withholding tax of 15% as per paragraph 153(1) (g) of the Canadian Income Tax Act and Section 105(1) of the Income Tax Regulations. As required by law, the City will withhold 15% on all amounts payable to a non-resident vendor for services rendered in Canada. A Canada Revenue Agency approved waiver/reduction form must be submitted prior to payment processing in order to exempt/reduce the vendors required withholding tax amount. The withholding tax does not apply to GST or HST charged as well as any reimbursable costs (e.g. airfare, meals) provided they are itemized on the invoice.

The City's withholding of tax under this section does not relieve the non-resident vendor of its obligation to withhold tax on payments to non-resident sub-contractors nor does it necessarily relieve the vendor of its total Canadian tax liability. Vendors should apprise themselves of the non-resident withholding tax rules prior to bidding on City requirements. Further information can be found on the [Canada Revenue Agency](#) website.

6.14 Verification of Information

The Proponent shall cooperate in the verification of information and is deemed to consent to the City verifying such information.

The City shall have the right to:

- a) Verify any Proponent statement or claim by whatever means the City deems appropriate, including contacting persons in addition to those offered as references.
- b) Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability.

6.15 Debriefing

Not later than thirty (30) days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact Purchasing and Supply requesting a debriefing from the City.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

Any request that is not timely received will not be considered and the Proponent will be notified in writing. The City will not disclose submission information from other Proponents.

6.16 Exclusion of Proponent in Litigation

- a) The City may, in its absolute discretion, reject a Proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
- Any other contract or services; or
 - Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a Proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives, and whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

6.17 Exclusion of Proponent Due to Poor Performance

- a) The Deputy City Manager / City Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

6.18 Declaration of Conflict of Interest

No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest, either direct or indirect, in any competitive bid or

contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder, or person submitting a Proposal, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act. Please disclose any potential conflicts as requested on Bids&tender system – Declarations.

Failure to disclose any conflict of interest shall result in the Proposal being rejected.

7.0 Requirements at Time of Execution

Subject to an award notification of the contract, the Successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Insurance Documents, as contained in Appendix A;
2. Clearance Certificate from the Workplace Safety and Insurance Board;
3. Non-Disclosure Agreement, as contained in Appendix B;
4. Agreement for External Audit Services, as contained in Appendix C
5. Safety Policy, Procedures and Related Documentation;

If the Successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other Proposal, advertise for new quotations or carry out the work in any way as the City may, at its sole discretion, deem best.

7.1 Insurance

The Successful Proponent shall at its own expense obtain and maintain insurance until the termination of the Agreement. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

- a) The Successful Proponent shall carry comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect to the Successful Proponent's operations, acts and omissions relating to its obligations under the Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

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- b) The Successful Proponent shall carry professional liability insurance covering the work and services described in the Agreement, such policy to provide coverage for an amount not less than two million (\$2,000,000) dollars and shall continue for twelve (12) months following completion of work.
 - c) The Successful Proponent shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the Agreement.
 - d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under the Agreement.
 - e) The Successful Proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Successful Proponent, its agents, officers, employees or other persons for whom the Successful Proponent is legally responsible.

Certificates of Insurance:

The Successful Proponent shall provide evidence of insurance at time of execution in the City's standard form, attached as Appendix A of this RFP.

7.2 Workplace Safety & Insurance Board (WSIB)

- a) Within 10 days of award notification, the Successful Proponent shall furnish a WSIB Clearance Certificate ("Certificate") indicating its WSIB firm number, account number and that its account is in good standing. The Successful Proponent shall also provide the certificate to the City every ninety (90) days or as required from time to time throughout the Agreement, and with final invoice before payment is made. The Successful Proponent shall maintain its WSIB account in good standing throughout the Agreement period.
- b) If the Successful Proponent is a non-construction, self-employed individual, partner or executive officer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator', the Successful Proponent shall provide a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required to the City within 10 days of award notification and/or prior to commencement of work.

7.3 Non-Disclosure Agreement

The Successful Proponent shall execute and submit to the City a Non-Disclosure Agreement (NDA) in the City's form, attached as Appendix B of this RFP.

7.4 Safety Policy, Procedures and Related Documentation

The Successful Proponent shall submit a copy of its health and safety policy as required under Section 25 (2) (j) of the Occupational Health and Safety Act. If the Successful Proponent is a proponent of Sec. 25 (4) whereby it regularly employs five (5) or less employees, a policy is not required under the Act; under such circumstances it shall provide procedures or a written description of safety practices applicable to the work that will be performed under the Agreement.

The Successful Proponent may be required to provide additional documentation such as programs, procedures - documented safety protocol with respect to safety practices applicable to the work being performed on behalf of the City and as outlined in the RFP requirements.

7.5 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The successful Proponent shall ensure that all its employees, agents, volunteers, or others for whom the successful Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The successful Proponent shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The successful Proponent shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the successful Proponent to amend its training policies to meet the requirements of the Act and the Regulation

To Be Completed on Bids&tenders Step 1 – Schedule of Prices

8.0 Financial Proposal

The City is seeking firm annual pricing for the initial Agreement term of five (5) years.

All pricing submitted is to include all costs necessary to perform the work. All-inclusive hourly rates must include all costs, including but not limited to the costs of labour, material, travelling mileage, accommodation cost between Proponent's place of business and the City's locations as outlined in the RFP, equipment required to complete the work, overheads, profits, and all other associated Proponent expenses.

No additional payments will be made to the Proponent for any unforeseen or additional work, it is the responsibility of the Proponent to know the extent of the work required to successfully carry out the work. Extra items/fees will not be considered unless the Proponent receives prior written approval from the City.

If during the course of work, it appears that additional work may be required or out-of-scope work is identified, the Proponent will advise the Corporation immediately and will not undertake additional work without approval by the Audit Committee and a separate change order or statement of work.

Fees for additional out-of-scope work, as approved by the Audit Committee will be billed in accordance with the hourly rates as provided in the section 8.2.

8.1 Pricing Table A

Proponents are required to complete the table to submit a fee for the external audit services.

For each base audit year, proponents are to provide an All-Inclusive cost derived as follows, which includes attendance at applicable committee/board meetings:

All the Pricing must exclude applicable taxes.

Item	Deliverables	Audited Financial Statement Year Ending				
		2022	2023	2024	2025	2026
	City of London					
1	Consolidated Financial Statements City of London	\$	\$	\$	\$	\$
2	Consolidated Financial Statements City of London Trust Funds	\$	\$	\$	\$	\$
3	Child Care Program – Review only for Province	\$	\$	\$	\$	\$
4	Dearness Long Term Care Home – Annual Reconciliation Report (ARR) Audit	\$	\$	\$	\$	\$
5	Dearness Day Program Annual Reconciliation Report (ARR)	\$	\$	\$	\$	\$
6	Homelessness Partnering Strategy – Federal Audit March 31	\$	\$	\$	\$	\$
7	Records Retention Schedule Review (s255(3) of Municipal Act, 2001)	\$	\$	\$	\$	\$
8	London Downtown Closed Circuit Television Program – specified auditing procedures	\$	\$	\$	\$	\$
	Agencies, boards and commissions					
9	Argyle Business Improvement Area Board of Management, including Corporate Tax Returns	\$	\$	\$	\$	\$
10	Covent Garden Market Corporation ¹	\$	\$	\$	\$	\$
11	Eldon House Corporation, including Corporate Tax Returns ¹	\$	\$	\$	\$	\$
12	Hamilton Road Business Improvement Area Board of Management, including Corporate Tax Returns ¹	\$	\$	\$	\$	\$

Item	Deliverables	Audited Financial Statement Year Ending				
		2022	2023	2024	2025	2026
	City of London					
13	Housing Development Corporation, London, including Corporate Tax Returns	\$	\$	\$	\$	\$
14	Hyde Park Business Improvement Association Board of Management, including Corporate Tax Returns ¹	\$	\$	\$	\$	\$
15	London Convention Centre Corporation (RBC Place) ¹	\$	\$	\$	\$	\$
16	London Downtown Business Association ¹	\$	\$	\$	\$	\$
17	London Hydro Inc., including Corporate Tax Returns	\$	\$	\$	\$	\$
18	London & Middlesex Community Housing Inc., including Corporate Tax Returns	\$	\$	\$	\$	\$
19	London & Middlesex Community Housing Inc. – Canada Mortgage and Housing Corporation (CMHC) Contract Performance Audit (co-signed with City)	\$	\$	\$	\$	\$
20	London Public Library Board	\$	\$	\$	\$	\$
21	London Public Library Trust Funds ¹	\$	\$	\$	\$	\$
22	London Transit Commission	\$	\$	\$	\$	\$
23	London Transit Commission Employees' Pension Plan ¹	\$	\$	\$	\$	\$
24	London Transit Commission – MTO Driver Certification Program audit, as required	\$	\$	\$	\$	\$
25	Middlesex-London Health Unit Consolidated – Year-ending Dec. 31	\$	\$	\$	\$	\$
26	Middlesex-London Health Unit Consolidated – Year-ending Mar. 31	\$	\$	\$	\$	\$
27	Middlesex-London Health Unit – Annual Reconciliation Report (ARR) Audit – MOHLTC settlement process	\$	\$	\$	\$	\$

Item	Deliverables	Audited Financial Statement Year Ending				
		2022	2023	2024	2025	2026
	City of London					
28	Middlesex-London Health Unit – Schedule of Revenues and Expenditure for MOHLTC	\$	\$	\$	\$	\$
29	Museum London ¹	\$	\$	\$	\$	\$
30	Old East Village Business Improvement Area Board of Management ¹	\$	\$	\$	\$	\$
31	Elgin Area Primary Water Supply System	\$	\$	\$	\$	\$
32	Lake Huron Primary Water Supply System	\$	\$	\$	\$	\$
Total for Each Contract Year		\$	\$	\$	\$	\$
Total for five (5) Contract Year		\$				

¹Denotes preparation of financial statements as outlined in Section 1.5.1 e).

8.2 Pricing Table B - Optional Pricing

The Proponent may from time to time be required to perform additional work that may not be part of the base audit plan outlined in the request for proposal based on specific request of City Council, the Service Provider or Civic Administration. These additional services would not be included in the annual audit budget and would be separately billed in accordance with the terms of the Contract. This work will be done on an hourly basis. The Proponent shall in all cases obtain written authorization from the City Contact person prior to proceeding with such work. All prices must be in Canadian Dollars. The City reserves its right to negotiate the pricing proposed with the successful proponents.

Proponents will provide a schedule of proposed All-Inclusive hourly rates for all project personnel by classification for the term of the contract to be charged for Additional Services if requested. All-Inclusive hourly rates must include all costs, including but not limited to the costs of labour, material, travelling mileage, accommodation cost between Proponent’s place of business and the City’s locations as outlined in the RFP, and equipment required to complete the work, including but not limited to, overheads, profits and all other associated Proponent expenses.

These prices are not evaluated, however, the City reserves the right to negotiate the reasonable market hourly rate with the Successful Proponent.

Item	Role Description	Hourly Rate (excluding applicable taxes)					
		Audited Financial Statement Year Ending	2022	2023	2024	2025	2026
1			\$	\$	\$	\$	\$
2			\$	\$	\$	\$	\$
3	Proponent to add rows as needed in Bids&tender system		\$	\$	\$	\$	\$

RFP-2022-255 - External Audit Services for City of London

Opening Date: October 5, 2022 12:00 PM

Closing Date: October 26, 2022 2:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner; unless otherwise stated in the bid document.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing Table A - Audited Financial Statement Year Ending

Financial Proposal

The City is seeking firm annual pricing for the initial Agreement term of five (5) years.

All pricing submitted is to include all costs necessary to perform the work. All-inclusive hourly rates must include all costs, including but not limited to the costs of labour, material, travelling mileage, accommodation cost between Proponent's place of business and the City's locations as outlined in the RFP, equipment required to complete the work, overheads, profits, and all other associated Proponent expenses.

No additional payments will be made to the Proponent for any unforeseen or additional work, it is the responsibility of the Proponent to know the extent of the work required to successfully carry out the work. Extra items/fees will not be considered unless the Proponent receives prior written approval from the City.

If during the course of work, it appears that additional work may be required or out-of-scope work is identified, the Proponent will advise the Corporation immediately and will not undertake additional work without approval by the Audit Committee and a separate change order or statement of work.

Fees for additional out-of-scope work, as approved by the Audit Committee will be billed in accordance with the hourly rates as provided in the section 8.2.

All the Pricing must excludes applicable taxes

Line Item	Description	Deliverables	2022 *	2023 *	2024 *	2025 *	2026 *	Total
1	City of London	Consolidated Financial Statements City of London						
2	City of London	Consolidated Financial Statements City of London Trust Funds						
3	City of London	Child Care Program – Review only for Province						
4	City of London	Dearness Long Term Care Home – Annual Reconciliation Report (ARR) Audit						
5	City of London	Dearness Day Program Annual Reconciliation Report (ARR)						
6	City of London	Homelessness Partnering Strategy – Federal Audit March 31						
7	City of London	Records Retention Schedule Review (s255(3) of Municipal Act, 2001)						

8	City of London	London Downtown Closed Circuit Television Program – specified auditing procedures						
9	Agencies, boards and commissions	Argyle Business Improvement Area Board of Management, including Corporate Tax Returns						
10	Agencies, boards and commissions	Covent Garden Market Corporation						
11	Agencies, boards and commissions	Eldon House Corporation, including Corporate Tax Returns						
12	Agencies, boards and commissions	Hamilton Road Business Improvement Area Board of Management, including Corporate Tax Returns						
13	Agencies, boards and commissions	Housing Development Corporation, London, including Corporate Tax Returns						
14	Agencies, boards and commissions	Hyde Park Business Improvement Association Board of Management, including Corporate Tax Returns						
15	Agencies, boards and commissions	London Convention Centre Corporation (RBC Place)						
16	Agencies, boards and commissions	London Downtown Business Association						
17	Agencies, boards and commissions	London Hydro Inc., including Corporate Tax Returns						
18	Agencies, boards and commissions	London & Middlesex Community Housing Inc., including Corporate Tax Returns						
19	Agencies, boards and commissions	London & Middlesex Community Housing Inc. – Canada Mortgage and Housing Corporation (CMHC) Contract Performance Audit (co-signed with City)						
20	Agencies, boards and commissions	London Public Library Board						
21	Agencies, boards and commissions	London Public Library Trust Funds						
22	Agencies, boards and commissions	London Transit Commission						
23	Agencies, boards and commissions	London Transit Commission Employees' Pension Plan						
24	Agencies, boards and commissions	London Transit Commission – MTO Driver Certification Program audit, as required						
25	Agencies, boards and commissions	Middlesex-London Health Unit Consolidated – Year-ending Dec. 31						
26	Agencies, boards and commissions	Middlesex-London Health Unit Consolidated – Yea-ending Mar. 31						

27	Agencies, boards and commissions	Middlesex-London Health Unit – Annual Reconciliation Report (ARR) Audit – MOHLTC settlement process						
28	Agencies, boards and commissions	Middlesex-London Health Unit – Schedule of Revenues and Expenditure for MOHLTC						
29	Agencies, boards and commissions	Museum London						
30	Agencies, boards and commissions	Old East Village Business Improvement Area Board of Management						
31	Agencies, boards and commissions	Elgin Area Primary Water Supply System						
32	Agencies, boards and commissions	Lake Huron Primary Water Supply System						
Subtotal:								

Pricing Table B - Optional Pricing_Audited Financial Statement Year Ending

The Proponent may from time to time be required to perform additional work that may not be part of the base audit plan outlined in the request for proposal based on specific request of City Council, the Service Provider or Civic Administration. These additional services would not be included in the annual audit budget and would be separately billed in accordance with the terms of the Contract. This work will be done on an hourly basis. The Proponent shall in all cases obtain written authorization from the City Contact person prior to proceeding with such work. All prices must be in Canadian Dollars. The City reserves its right to negotiate the pricing proposed with the successful proponents.

Proponents will provide a schedule of proposed All-Inclusive hourly rates for all project personnel by classification for the term of the contract to be charged for Additional Services if requested. All-Inclusive hourly rates must include all costs, including but not limited to the costs of labour, material, travelling mileage, accommodation cost between Proponent’s place of business and the City’s locations as outlined in the RFP, and equipment required to complete the work, including but not limited to, overheads, profits and all other associated Proponent expenses.

These prices are not evaluated, however, the City reserves the right to negotiate the reasonable market hourly rate with the Successful Proponent.

Line Item	Role Description	Hourly Rate -2022 *	Hourly Rate -2023 *	Hourly Rate -2024 *	Hourly Rate -2025 *	Hourly Rate -2026 *
1						
2						
3						
4						

Summary Table

Bid Form	Amount
Pricing Table A - Audited Financial Statement Year Ending	
Subtotal Contract Amount:	

Bid Questions

Provide remittance address:

Provide payment terms:

Provide H.S.T Number:

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

The Proponent's submission must provide the information requested below. The Evaluation Team will review and evaluate the information received from Proponents in response to the items listed in this section. Failure to respond to any requested information will be deemed as unresponsive to that item and subsequently a score of zero will be assigned to that item during the evaluation process. Information submitted is subject to verification, and further pertinent information may be obtained from references.

The proposal submission shall be limited to a maximum of fifty (50) pages of 8.5" X 11" paper, printed double-sided in portrait format, fonts used should not be smaller than 12 point with margins of a minimum size of 1/2" top, bottom, left and right, pages numbered. Any information provided in excess of the stipulated maximum within the core body of the proposal submission will not be taken into account in the evaluation of the proposal.

Title pages, table of contents, tabbed dividers and appendices will not be included in this limit, and therefore must not include material intended for evaluation.

Note: **Do Not** include any pricing information in the technical submission, full contract pricing is to be completed on Bids&tenders website Step 1 – Schedule of Prices only. If a Proponent attempts to indicate pricing outside of the process indicated above, the Proponent shall, at the City's sole discretion, be deemed non-compliant and given no further consideration.

The Proponent must provide the information under the same order, headings and numbering sequence, as well as the forms as required.

- 3.1 Firm Profiles, Past Experience, and References * (mandatory)
- 3.2 Proposed Project Team and Personnel Qualifications * (mandatory)
- 3.3 Approach to Project Delivery * (mandatory)
- Other Information (not evaluated) * (mandatory)

Declarations

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

Declaration of Conflict of Interest

No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest, either direct or indirect, in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder, or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act. Please disclose any potential conflicts below by clicking "yes", otherwise click "no" if you do not have any conflict of interest. Failure to disclose any conflict of interest shall result in your bid being rejected.

Yes **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



October 6, 2022

ADDENDUM # 1
RFP-2022-255
External Audit Services for City of London

Please note the following changes:

Appendix C_Agreement_RFP2022-255_final_1005

Addition of Section 42:

42.0 CONFIDENTIAL DATA

- 42.1 The Auditor shall at all times comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.5 (MFIPPA). Use, collection and maintenance of information, documents and records, communicated to and acquired, collected and created by it in the course of providing services under this Agreement shall be in accordance with MFIPPA.
- 42.2 The Auditor will provide access to such information only to those officers, partners and employees that are providing audit services under this Agreement and only to the extent that the said employees and agents need to have access to provide the audit service under this Agreement.
- 42.3 The Auditor shall treat all information, documents and records communicated to and acquired, collected and created by it in the course of providing the services under this Agreement as confidential and shall not release or disclose the same to any person without the express written consent of the City, except as may be required by law, or by judicial or administrative process.
- 42.4 The Auditor shall ensure that all commercially reasonable steps are taken to protect the said information, documents and records by making all necessary security arrangements against any and all risk including without limitation to unauthorized access, use, disclosure, publication or

dissemination or destruction and to ensure that the said information, documents and records do not fall into the possession of unauthorized persons, in accordance with MFIPPA.

The Auditor shall identify as confidential at the time it is supplied or communicated to the Corporation or its local boards and commissions or enterprises any trade secret or scientific, technical, commercial, financial or labour relations information, which, if revealed to the public, could reasonable be expected to:

42.5 The Auditor shall identify as confidential at the time it is supplied or communicated to the Corporation or its local boards and commissions or enterprises any trade secret or scientific, technical, commercial, financial or labour relations information, which, if revealed to the public, could reasonable be expected to:

- a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Auditor with any other person or persons, or
- b) result in undue loss to the Auditor or undue gain to any other person or persons.

Subject to MFIPPA, the Corporation shall not divulge any such information so supplied without the consent of the Auditor.

- a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Auditor with any other person or persons, or
- b) result in undue loss to the Auditor or undue gain to any other person or persons.

Subject to MFIPPA, the Corporation shall not divulge any such information so supplied without the consent of the Auditor.

SCHEDULE “C”

The Engagement Letter

Anna Lisa Barbon
Deputy City Manager, Finance Supports
Corporation of the City of London
300 Dufferin Ave
London, ON N6A 4L9

December 12, 2022

KPMG is pleased to be appointed auditors of the Corporation of the City of London (the “City”) pursuant to Section 296 of the *Ontario Municipal Act, 2001*. The purpose of this letter is to outline the terms of our engagement to audit the annual financial statements (“financial statements or “annual financial statements”) of The Corporation of the City of London and all its related entities as outlined in the City’s RFP 2022-255, commencing for the period ending December 31, 2022. KPMG will provide the services outlined in the Agreement, the Request for Proposal, any addenda issued as part of RFP 2022-255 and the Auditor’s RFP Proposal and any written material from the Auditor’s interview/presentation/clarification. This letter supersedes our previous letter to the City dated September 15, 2016. The terms of the engagement outlined in this letter will continue in effect from period to period, unless amended or terminated in writing. The attached Assurance Terms and Conditions and any exhibits, attachments and appendices hereto and subsequent amendments form an integral part of the terms of this engagement and are incorporated herein by reference (collectively the “Engagement Letter”).

Financial Reporting Framework for the Financial Statements

The annual financial statements will be prepared and presented in accordance with International Financial Reporting Standards, Canadian accounting standards for not-for-profit organizations, Canadian accounting standards for pension plans and Canadian public sector accounting standards as appropriate for each City entity (hereinafter referred to as the “financial reporting framework”).

The financial statements will include an adequate description of the financial reporting framework.

Management's Responsibilities

Management responsibilities are described in *Appendix – Management’s Responsibilities*.

An audit of the annual financial statements does not relieve management or those charged with governance of their responsibilities.

Auditor’s Responsibilities

Our responsibilities are described in *Appendix – Auditor’s Responsibilities*.

If management does not fulfill the responsibilities above, we cannot complete our audit.

Additional Responsibilities regarding “Other Information”

“Other information” is defined in professional standards to be the financial or non-financial information (other than the financial statements and the auditors’ report thereon) included in the “annual report”. An “annual report” is defined in professional standards to comprise a document or combination of documents. Professional standards also indicate that:

- an annual report is prepared typically on an annual basis in accordance with law, regulation or custom (i.e., is reoccurring)
- an annual report contains or accompanies the financial statements and the auditors' report thereon
- an annual report's purpose is to provide owners (or similar stakeholders) with information on:
 - operations; and/or
 - financial results and financial position as set out in the financial statements.

Based on discussions with management, the following are expected to meet the definition of an "annual report" under professional standards:

- The document likely to be entitled "Financial Report 2022".

Management agrees, when possible, to provide us with the final versions of the document(s) comprising the "annual report" prior to the date of our auditors' report on the financial statements. If that timing is not possible, management agrees to provide us with the final versions of the document(s) comprising the "annual report" prior to the Entity's issuance so that we can complete our responsibilities required under professional standards.

Management is responsible for the "other information". Our responsibility is to read the "other information" and, in doing so, consider whether such information is materially inconsistent with:

- the financial statements; or
- our knowledge obtained in the audit.

Our responsibility is also to remain alert for indications that the "other information" appears to be materially misstated.

Our auditors' report on the financial statements, when applicable under professional standards, will contain a separate section where we will report on this "other information".

Auditor's Deliverables

Unless otherwise specified, our report(s) will be in writing and the expected content of our report(s) are provided in *Appendix – Expected Form of Report*. However, there may be circumstances in which a report may differ from its expected form and content.

In addition, if we become aware of information that relates to the information we reported on after we have issued our report, but which was not known to us at the date of our report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our engagement, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our report. Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our report would have been affected if the information had been known as of the date of our report; and (b) we believe that the report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity to advise of the newly discovered facts and the impact to the information we reported on.

Our deliverables regarding income tax compliance and advisory services are described in

Appendix – Income Tax Compliance and Advisory Services.

Use of KPMG Clara for clients

The terms and conditions for use of KPMG Clara for clients apply to the use of the collaboration tool and can be found [here](#).

Fees

Schedule "A" to the Agreement–lists our fees for professional services to be performed under this Engagement Letter.

We are available to provide a wide range of services beyond those outlined above.

We are proud to provide you with the services outlined above and we appreciate your confidence in our work. We shall be pleased to discuss this letter with you at any time. If the arrangements and terms are acceptable, please sign the duplicate of this letter in the space provided and return it to us.

Yours very truly,

Appendix – Management’s Responsibilities

Management acknowledges and understands that they are responsible for:

- 6) the preparation and fair presentation of the annual financial statements in accordance with the financial reporting framework referred to above.
 - (c) providing us with all information of which management is aware that is relevant to the preparation of the financial statements (“relevant information”) such as financial records, documentation and other matters, including:
 - the names of all related parties and information regarding all relationships and transactions with related parties
 - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors, and committees of the board of directors that may affect the financial statements. All significant actions are to be included in such summaries.
 - (d) providing us with unrestricted access to such relevant information.
 - (e) providing us with complete responses to all enquiries made by us during the engagement.
 - (f) providing us with additional information that we may request from management for the purpose of the engagement
 - (g) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence
 - (h) such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
 - (i) ensuring that all transactions have been recorded and are reflected in the financial statements.
 - (j) ensuring that internal auditors providing direct assistance to us, if any, will be instructed to follow our instructions and that management, and others within the Entity, will not intervene in the work the internal auditors perform for us.
 - (k) providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim an audit opinion when management does not provide certain written representations required.

Appendix – Auditor’s Responsibilities

Auditor’s responsibilities regarding the audit of the financial statements

Our function as auditors of the Entity is:

- to express an opinion on whether the Entity's annual financial statements, prepared by management with the oversight of those charged with governance, are, in all material respects, in accordance with the financial reporting framework referred to above
- to report on the annual financial statements

We will conduct the audit of the Entity's annual financial statements in accordance with Canadian generally accepted auditing standards and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable “professional standards”).

We will plan and perform the audit to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error. Accordingly, we will, among other things:

- identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the Entity and its environment, including the Entity's internal control. In making those risk assessments, we consider internal control relevant to the Entity's preparation of the annual financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control
- obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks
- form an opinion on the Entity' s annual financial statements based on conclusions drawn from the audit evidence obtained
- communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors. The form (oral or in writing) and the timing will depend on the importance of the matter and the requirements under professional standards.

Appendix – Expected Form of Report

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the City of London

Opinion

We have audited the consolidated financial statements of the Corporation of the City of London (the "Entity"), which comprise:

- the consolidated statement of financial position as at December 31, 2022
- the consolidated statement of operations for the year then ended
- the consolidated statement of changes in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the Entity as at December 31, 2022, and its consolidated results of operations, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "***Auditors' Responsibilities for the Audit of the Financial Statements***" section of our auditors' report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. Other information comprises:

- the information, other than the financial statements and the auditors' report thereon, included in the "Financial Report".

Our opinion on the financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially

inconsistent with the financial statements or our knowledge obtained in the audit and remain alert for indications that the other information appears to be materially misstated.

We obtained the information, other than the financial statements and the auditors' report thereon, included in the "Financial Report" as at the date of this auditors' report.

If, based on the work we have performed on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact in the auditors' report.

We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group Entity to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants, Licensed Public Accountants

London, Canada

MM/DD/YYYY

Appendix – Income Tax Compliance and Advisory Services

This letter details the tax compliance services and the general tax advisory services to be provided to The Corporation of the City of London and all of its related entities (“**the Entities**”) for the period covered by our proposal of October 26, 2022. If there are tax services to be delivered outside the scope of those described in this letter, we will require a separate engagement letter for those services.

Tax compliance services

We will prepare federal and provincial income tax returns for the Entities as applicable. We will not audit or independently verify the data you provide for the preparation of the returns. However, we may ask for clarification of some of the information.

During the engagement to prepare the income tax returns, Client or KPMG may identify additional returns, forms, elections, designations or any other tax reporting (collectively additional tax filings) that Client has an obligation or opportunity to file. Upon a written request from Client, KPMG would be pleased to assist Client under the terms of this engagement letter with any additional tax filings, subject to a separately negotiated fee.

The T1135 Return must be completed if at any time during the calendar year the total cost of all specified foreign property you owned or held a beneficial interest in was more than Cdn\$100,000. The T1135 Return will now involve significant data gathering by you in order to provide us with the information required to complete the form. The T1135 Return must be filed on or before the due date of your income tax return or in the case of a partnership that is required to file a Form T1135, the due date of the partnership return. The implications of late filing and/or failure to properly report foreign property on the T1135 Return are substantial. They include significant penalties and an increase to the normal reassessment period of your entire income tax return by an additional 3 years.

As we anticipate the completion of the T1135 Return will require additional work, we expect to bill you separately for any assistance you request that we provide with completion of Form T1135.

If we are electronically filing your corporate tax return we will be sending you a copy of federal Form T183 “Information Return for Corporations Filing Electronically” as well as Quebec Form CO-1000.TE-T “Online Filing of the Corporation Income Tax Return by an Accredited Person” for your review and signature. Please note that we will not electronically file your returns until we receive back the signed copies of both of these forms. The signed copy of Form T183 and CO-1000.TE-T may be sent electronically.

Our engagement, with respect to tax compliance and general tax advisory services, cannot be relied on to uncover errors or irregularities in the underlying information incorporated in the tax returns, should any exist. However, we will inform you of any such matters that come to our attention. Because management has ultimate responsibility for the tax returns including any significant judgments made, please have the appropriate corporate officer review the returns before signing and filing them.

All returns are subject to examination by the taxing authorities. In preparing the returns, we rely on your representations and that you understand and have complied with the documentation requirements for all expenses and deductions. You should retain originals of all documents and records as, in the event of an examination, you may be asked to produce documents, records or other evidence to substantiate the items of income and deduction shown on the tax returns. KPMG does not retain copies of any documentation shown on the tax returns. If an examination occurs, we will be available, on request, to assist you. Such additional services are not included in the fees specified in this letter.

General tax advisory services

Our advice generally falls under one of the following situations:

- 1) On an ongoing basis, we will provide advisory services of a general nature relating to various income, capital, payroll and indirect tax matters as they arise. This type of service generally arises on a periodic basis as a result of preliminary inquiries made by you. In rendering these services, it is important to recognize that the advice provided is dependent on the detail of the information provided and the environment in which it is rendered. When professional judgment suggests written confirmation of the facts and advice is necessary, we will draft the appropriate correspondence to ensure the appropriate standard of care is met by all parties.
- 2) Periodically, you will seek detailed advice from us in connection with a specific transaction or undertaking you are contemplating. In such a situation, our advice will be based on the information provided to us. It is the responsibility of the Entities to ensure we are provided with all the information necessary in order for us to render the advice sought. Our tax advice will most likely be communicated to you, or your designate, in writing.

Our tax advisory services, both written and oral, will be based on the facts and assumptions submitted to us. We will not independently verify this information. Inaccuracy or incompleteness of the information could have a material effect on our conclusions.

Corporations incorporated, continued, or amalgamated in Ontario and subject to the Ontario Business Corporations Act or the Ontario Corporation Act, under the federal Income Tax Act, must update their information annually. As of May 15, 2021, the Canada Revenue Agency no longer accepts the filing of the Ontario Annual Information Return. Corporations must now use the Ontario Business Registry to file their annual returns by the due date, for returns due on or after October 19, 2021. As a result, the Annual Information Return can no longer be completed by KPMG as part of your corporate income tax return filing with the Canada Revenue Agency.

Upon a written request from Client, KPMG would be pleased to assist Client under the terms of this engagement letter with the completion of the new Ontario Annual Information Return and filing with the Ontario Business Registry, subject to a separately negotiated fee.

If you do not request KPMG's assistance in writing, we will not complete your Annual Information Request filing and you will need to ensure that you file your Annual Information Return on a timely basis.

Our advice will be limited to the conclusions specifically set forth in our reporting letter and KPMG will not express an opinion with respect to any other federal, provincial or foreign tax or legal aspect of the transactions described therein. It should be noted that the Canada Revenue Agency and/or the relevant provincial tax authority and/or any other governmental tax authority (collectively a Tax or Revenue Authority) could take a different position with respect to these transactions, in which case it may be necessary for you to defend this position on appeal from an assessment or litigate the dispute before the courts, including one or more appellate courts, in order for our conclusions to prevail. If a settlement were reached with a Tax or Revenue Authority or if such appeal and litigation were not, or were not entirely, successful, the result would likely be different from the views we express in our reporting letter. Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by a Tax or Revenue Authority or litigation before any court.

To be of greatest assistance to the Entities we should be advised in advance of any proposed transactions. If such matters exceed the scope of this engagement letter, we will issue additional engagement letters to confirm the particular scope and terms.

The attached Terms and Conditions for Advisory and Tax Services form an integral part of the engagement for Income Tax Compliance and Advisory Services and are incorporated herein.

Appendix – COVID-19 Rider

1. During the engagement, each party shall keep the other party reasonably informed of any events which:
 - ii. relate to the notifying party and the COVID-19 situation;
 - iii. are not existing or reasonably foreseeable at the date of this agreement; and
 - iv. will materially and adversely affect the notifying party's ability to perform its obligations under the engagement.
2. Each party will implement mitigation measures to enable the Services to be performed so far as reasonably practicable in the circumstances, including:
 - 25.0 reducing travel (particularly international travel) and in-person meetings to the minimum necessary level;
 - 26.0 at the party's premises, implementing such infection control procedures as are recommended or required by official bodies in the applicable location;
 - 27.0 implementing internal corporate policies which permit and encourage individual remote working, and technical systems to enable individual remote working; and
 - 28.0 implementing telepresence, audio conference, videoconference, and other systems for collaborative working.
3. If, as a result of the global COVID-19 virus situation, performance by a party of its obligations under the engagement are rendered impossible or impracticable, the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances, PROVIDED THAT the party in question is complying, and continues to comply, with its obligations pursuant to paragraphs 1 and 2 above.

Assurance Terms and Conditions

These Terms and Conditions are an integral part of the accompanying engagement letter or proposal from KPMG that identifies the engagement to which they relate (and collectively form the "Engagement Letter"). The Engagement Letter supersedes all written or oral representations on this matter. The term "Entity" used herein has the meaning set out in the accompanying engagement letter or proposal. The term "Management" used herein means the management of Entity.

1. DOCUMENTS AND LICENSES.

- a. All working papers, files and other internal materials created or produced by KPMG in relation to this engagement and all copyright and intellectual property rights therein are the property of KPMG.
- b. Only in connection with the services herein, Entity hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of Entity solely for presentations or reports to Entity or for internal KPMG presentations and intranet sites. Further, Entity agrees that KPMG may list Entity as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory, and/or Tax client of KPMG LLP").

2. ENTITY'S RESPONSIBILITIES.

- a. Entity agrees that all management responsibilities will be performed and all management decisions will be made by Entity, and not by KPMG.
- b. Entity's provision of documents and information to KPMG on a timely basis is an important factor in our ability to issue any reports under this Engagement Letter. KPMG is not responsible for any consequences arising from Entity's failure to deliver documents and information as required.
- c. To the extent that KPMG personnel are on Entity's premises, Entity will take all reasonable precautions for their safety.
- d. Entity understands and acknowledges that KPMG's independence may be impaired if any KPMG partner, employee or contractor accepts any offer of employment from Entity.
- e. Except as required by applicable law or regulation, Entity shall keep confidential the terms of this Engagement Letter, and such confidential information shall not be distributed, published or made available to any other person without KPMG's express written permission.
- f. Management agrees to promptly provide us with a copy of any comment letter or request for information issued by any securities or other regulatory authority in respect of information on which KPMG reported, including without limitation any continuous disclosure filings.

3. FEE AND OTHER ARRANGEMENTS.

In order to avoid the possible implication that unpaid fees might be viewed as creating a threat to KPMG's independence, it is important that KPMG's bills be paid within the time set out in the Agreement. If a situation arises in which it may appear that KPMG's independence is threatened because of significant unpaid bills, KPMG may be prohibited from signing any applicable report and/or consent

- e. Canadian Public Accountability Board ("CPAB") participation fees, when applicable, are charged to Entity based on the annual fees levied by CPAB.

4. USE OF MEMBER FIRMS AND THIRD PARTY SERVICE PROVIDERS; STORAGE AND USE OF INFORMATION.

- a. KPMG is a member firm of the KPMG International Cooperative ("KPMG International"). Entity acknowledges that in connection with the provision of services hereunder, KPMG may use the services of KPMG International member firms, as well as other third party service providers or subcontractors, and KPMG shall be entitled to share with them all documentation and information related to the engagement, including Entity's confidential information and personal information ("information"). KPMG may also: (i) directly, or using such aforementioned KPMG International member firms, third party service providers or subcontractors, perform data analytics in respect of the information; and (ii) retain and disclose to KPMG International member firms the information to share best practices or for knowledge sharing purposes. In all such cases, such information may be used, retained, processed, or stored outside of Canada by such KPMG International member firms, other third party service providers or subcontractors, and may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG represents that such KPMG International member firms, other third party service providers or subcontractors have agreed or shall agree to conditions of confidentiality with respect to Entity's confidential information, and that KPMG is responsible to ensure their compliance with those conditions. Any services performed by KPMG International member firms or other third party service providers or subcontractors shall be performed in accordance with the terms of this Engagement Letter, but KPMG remains solely responsible to Entity for the delivery of the services hereunder. Entity agrees that any claims that may arise out of the engagement will be brought solely against KPMG, the contracting party, and not against any other KPMG International member firms or other third party service providers or subcontractors referred to above.
- b. Certain information (including information relating to time, billing and conflicts) collected by KPMG during the course of the engagement may be used, retained, processed and stored outside of Canada by KPMG, KPMG International member firms or third party service providers or subcontractors providing support services to KPMG for administrative, technological and clerical/organizational purposes, including in respect of client engagement acceptance procedures and maintaining engagement profiles; and to comply with applicable law, regulation or professional standards (including for quality performance reviews). Such information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG may also share information with its legal advisers and insurers for the purposes of obtaining advice.
- c. Entity acknowledges that KPMG aggregates anonymous information from sources including the Entity for various purposes, including to monitor quality of service, and Entity consents to such use. KPMG may also use Entity's information to offer services that may be of interest to Entity.

5. PERSONAL INFORMATION CONSENTS AND NOTICES.

KPMG may be required to collect, use and disclose personal information about individuals during the course of the engagement. Any collection, use or disclosure of personal information is subject to KPMG's Privacy Policy available at www.kpmg.ca. Entity represents and warrants that (i) it will obtain any consents required to allow KPMG to collect, use and disclose personal information in the course of the engagement, and (ii) it has provided notice to those individuals whose personal information may be collected, used and disclosed by KPMG hereunder of the potential processing of such personal information outside of Canada (as described in Section 4 above). KPMG's Privacy Officer noted in KPMG's privacy policy is able to answer any individual's questions about the collection of personal information required for KPMG to deliver services hereunder.

6. THIRD PARTY DEMANDS FOR DOCUMENTATION AND INFORMATION / LEGAL AND REGULATORY PROCESSES.

- a. Entity on its own behalf hereby acknowledges and agrees to cause its subsidiaries and affiliates to acknowledge that KPMG or a foreign component auditor which has been engaged in connection with an assurance engagement ("component auditor") may from time to time receive demands from a third party (each, a "third party demand"), including without limitation (i) from CPAB or from professional, securities or other regulatory, taxation, judicial or governmental authorities (both in Canada and abroad), to provide them with information and copies of documents in KPMG's or the component auditor's files including (without limitation) working papers and other work-product relating to the affairs of Entity, its subsidiaries and affiliates, and (ii) summons for production of documents or information related to the services provided hereunder; which information and documents may contain confidential information of Entity, its subsidiaries or affiliates. Except where prohibited by law, KPMG or its component auditor, as applicable, will advise Entity or its affiliate or subsidiary of the third party demand. Entity acknowledges, and agrees to cause its subsidiaries and affiliates to acknowledge, that KPMG or its component auditor, as applicable, will produce documents and provide information in response to the third party demand, without further authority from Entity, its subsidiaries or affiliates.
- b. KPMG will use reasonable efforts to withhold from production any documentation or information over which Entity asserts privilege. Entity must identify any such documentation or information at the time of its provision to KPMG by marking it as "privileged". Notwithstanding the foregoing, where disclosure of such privileged documents is required by law, KPMG will disclose such privileged documents. If and only if the authority requires such access to such privileged documents pursuant to the laws of a jurisdiction in which express consent of Entity is required for such disclosure, then Entity hereby provides its consent.
- c. Entity agrees to reimburse KPMG for its professional time and any disbursements, including reasonable legal fees and taxes, in responding to third party demands.
- d. Entity waives and releases KPMG from any and all claims that it may have against KPMG as a result of any disclosure or production by KPMG of documents or information as contemplated herein.
- e. Entity agrees to notify KPMG promptly of any request received by Entity from any third party with respect to the services hereunder, KPMG's confidential information, KPMG's advice or report or any related document.

7. CONNECTING TO THE ENTITY'S IT NETWORK; EMAIL AND ONLINE FILE SHARING AND STORAGE TOOLS.

- a. Entity authorizes KPMG personnel to connect their computers to Entity's IT Network and the Internet via the Network while at the Entity's premises for the purpose of conducting normal business activities.
- b. Entity recognizes and accepts the risks associated with communicating electronically, and using online file sharing, storage, collaboration and other similar online tools to transmit information to or sharing information with KPMG, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Entity assumes all responsibility or liability in respect of the risk associated with the use of the foregoing, and agrees that KPMG is not responsible for any issues that might arise (including loss of data) as a result of Entity using the foregoing to transmit information to or otherwise share information with KPMG and, in the case of online tools other than email, KPMG's access to and use of the same in connection with obtaining Entity information and documents.

8. LIMITATION ON WARRANTIES.

THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. SUBJECT TO SECTION 14, KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION ON LIABILITY.

In no event shall KPMG be liable for consequential, special, indirect, incidental, punitive or exemplary damages, liabilities, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs); (ii) in any claim arising out of the engagement, Entity agrees that KPMG's liability with any third party (other than KPMG personnel or KPMG subcontractors, for whom KPMG is fully responsible) will be several and not joint and several; and (iii) KPMG shall only be liable for KPMG's proportionate share of the total liability based on degree of fault.

Consent to the Use of the KPMG Name or KPMG Report.

Except as otherwise specifically agreed in this Engagement Letter, KPMG does not consent to:

- i. the use of our name or our report in connection with information, other than what we have reported on as part of this Engagement Letter or our report thereon, that contains, incorporates by reference, or otherwise accompanies our report or our name;
- ii. the use of our report in another language, or the use of our report in connection with information that we reported on that has been translated into another language, or the use of our name in connection with information that we reported on that has been translated into another language;
- iii. the use of our report in connection with an offering document or other securities filing, including continuous disclosure filings; or
- iv. the use of our name or our report in connection with the interim financial statements (or other interim financial information) or any statement by the Entity regarding the services that we provided on the interim financial statements or other interim financial information. Any communication, report, statement or conclusion on the interim financial statements may not be included in, or otherwise referred to in any public document or public oral statements except when the interim review conclusion contains a modified conclusion, in which case our interim review report will accompany the interim financial statements.

If the Entity wishes to obtain KPMG's consent regarding the matters above or other matters not otherwise specifically covered by this Engagement Letter, we will be required to perform procedures as required by applicable professional standards, and such procedures would be a separate engagement and subject to separate engagement terms.

10. ALTERNATIVE DISPUTE RESOLUTION.

Any dispute or claim between the parties arising under or relating to this Engagement Letter or the services provided hereunder (the "Dispute") shall be submitted to non-binding mediation. If mediation is not successful within 90 days after the issuance by a party of a request for mediation, then the Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada in force at that time. The Seat of Arbitration shall be the province where KPMG's principal office performing this engagement is located. The language of the arbitration shall be English. The Arbitral Tribunal shall be made up of a single Arbitrator. The arbitration award shall be final, conclusive and binding upon the parties, and not subject to appeal.

11. POTENTIAL CONFLICTS OF INTEREST.

a. KPMG is or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that, without further notice or disclosure to Entity, KPMG may: (i) accept or continue such engagements on matters unrelated to KPMG's engagement for Entity; and (ii) provide advice or services to any other person or entity making a competing bid or proposal to that of Entity whether or not KPMG is providing advice or services to Entity in respect of Entity's competing bid or proposal.

b. In accordance with professional standards, KPMG will not use any confidential information regarding Entity in connection with its engagements

with other clients, and will establish confidentiality and other safeguards to manage conflicts, which may include, in KPMG's sole discretion, the use of separate engagement teams and data access controls.

c. In no event shall KPMG be liable to Entity, or shall Entity be entitled to a return of fees or disbursements, or any other compensation whatsoever as a result of KPMG accepting or continuing a conflicting engagement in accordance with the terms of this Engagement Letter.

d. Entity agrees that KPMG may, in its sole discretion, disclose the fact and nature of its engagement for Entity to (i) KPMG International member firms to inform conflict searches, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual in order to permit KPMG to act for such entity or individual, or for Entity, in connection with the engagement or any future engagement.

e. In the event that circumstances arise that place KPMG into a conflict of interest as between Entity and a pre-existing client, which in KPMG's sole opinion cannot be adequately addressed through the use of confidentiality and other safeguards, KPMG shall be entitled to immediately terminate the engagement with Entity, without liability.

f. Other KPMG International member firms are or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that (i) it will not assert that other KPMG International member firms are precluded from being engaged by those other entities or individuals, and (ii) those engagements of other KPMG International member firms do not conflict with KPMG's engagement for Entity.

12. LOBBYING.

Unless expressly stated in this Engagement Letter, KPMG will not undertake any lobbying activity, as that term is defined in all applicable federal, provincial and municipal lobbyist registration statutes and regulations, in connection with the engagement. In the event that KPMG and Entity agree that KPMG will undertake lobbying activity in connection with the engagement, such agreement shall be set out in an amendment to this Engagement Letter.

13. SEVERABILITY.

The provisions of these Terms and Conditions and the accompanying proposal or engagement letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of the provisions of these Terms and Conditions or the accompanying proposal or engagement letter are determined to be invalid, void or unenforceable, the remaining provisions of these Terms and Conditions or the accompanying proposal or engagement letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall remain valid and in effect and be enforceable and binding on the parties to the fullest extent permitted by law.

14. GOVERNING LAW.

This Engagement Letter shall be subject to and governed by the laws of the province of Ontario LLP Status.

KPMG is a registered limited liability partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation.

15. INDEPENDENT LEGAL ADVICE.

Entity agrees that it been advised to retain independent legal advice at its own expense prior to signing this Engagement Letter (including without limitation with respect to Entity's rights in connection with potential future conflicts) and agrees that any failure on its part to retain such independent legal counsel shall not affect (and it shall not assert that the same affects) the validity of the provisions of this Engagement Letter.

16. SURVIVAL.

All sections hereof other than Section 7(a) shall survive the expiration or termination of the engagement.

TERMS AND CONDITIONS FOR ADVISORY AND TAX SERVICES

1. TERMS AND CONDITIONS.

a. These Terms and Conditions are an integral part of the accompanying Proposal or Engagement Letter from KPMG that identifies the engagement to which they relate.

2. SERVICES.

KPMG will use reasonable efforts to complete the performance of the services within any agreed-upon time-frame. It is understood and agreed that KPMG's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client. Nothing in these Terms and Conditions or Engagement Letter (or Proposal) shall be construed as precluding or limiting in any way the right of KPMG to provide services of any kind or nature whatsoever to any person or entity as KPMG in its sole discretion deems appropriate.

3. CLIENT RESPONSIBILITIES.

a. Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. To the extent that KPMG personnel are on Client premises, Client will take all reasonable precautions for the safety of KPMG partners and employees at Client premises. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to KPMG for purposes of the performance by KPMG of its services hereunder. The Proposal or Engagement Letter may set forth additional responsibilities of Client in connection with the engagement. Client acknowledges that Client's failure to perform these obligations could adversely impact KPMG's ability to perform its services.

b. Client agrees that Client, and not KPMG, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee the performance of the services under the Engagement Letter, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including, without limitation, monitoring ongoing activities.

c. Client acknowledges and agrees that KPMG will, in performing the services, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material effect on KPMG's conclusions.

d. Client acknowledges that information made available by it, or by others on Client's behalf, or otherwise known to partners or staff of KPMG who are not engaged in the provision of the services hereunder shall not be deemed to have been made available to the individuals within KPMG who are engaged in the provision of the services hereunder. Client undertakes that, if anything occurs after information is provided by Client to KPMG to render such information untrue, unfair or misleading, Client shall promptly notify KPMG.

4. REPORTING.

a. All oral and written communications by KPMG to Client with respect to the engagement, including, without limitation, drafts and those communications occurring prior to the execution of the Engagement Letter will be subject to the terms and conditions of the Engagement Letter and these Terms and Conditions. During the performance of the services, KPMG may supply oral, draft or interim advice, reports or presentations but in such circumstances KPMG's written advice or final written report shall take precedence. No reliance should be placed by Client on any oral, draft or interim advice, reports or presentations. Where Client wishes to rely on oral advice or oral presentation, Client shall inform KPMG and KPMG will provide documentary confirmation of the advice concerned.

b. Subsequent to the completion of the engagement, KPMG will not update its advice, recommendations or work product for changes or modification to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions occur.

5. WORKING PAPERS AND USE OF REPORTS; USE OF NAME AND LOGO

a. KPMG retains all rights in all methodologies, know-how, knowledge, applications and software developed by KPMG either prior to or during the engagement. KPMG also retains all rights (including, without limitation, copyright) in all reports, written advice and other working papers and materials developed by KPMG during the engagement. Unless contemplated by the Engagement Letter, all reports and written advice are confidential and intended solely for Client's internal use (or the use of Client's management, as applicable) to assist with this specific matter or transaction, and, where applicable, government taxation authorities, and are not for general use, circulation or publication. Such reports and written advice shall not be edited, referred to, circulated, reproduced, distributed, published, made available, used for any other purpose or relied upon by any other person without KPMG's express written permission and on such terms and conditions as KPMG may require in its sole discretion. If such permission is given, Client shall not publish any extract or excerpt of KPMG's written advice or report or refer to KPMG without providing the entire advice or report at the same time. Client may disclose in whole any report or written advice given to Client by KPMG hereunder solely to Client's legal and professional advisors for the purposes of Client seeking advice in respect of the transaction or matter to which the engagement relates, provided that when doing so Client informs such advisors that: (i) disclosure by them (except as permitted herein) is not permitted without KPMG's prior written consent; and (ii) KPMG accepts no responsibility or liability to such advisors in connection with such reports or written advice. Subject to the restrictions of Section 6, KPMG is entitled to use or develop the knowledge, experience and skills of general application gained through performing the engagement.

b. Client shall not refer to KPMG or use KPMG's name or logo in any manner or medium without the prior written permission of KPMG in each instance, which permission may be unreasonably withheld by KPMG.

c. The contents of this Section 5 may be reproduced in any report or written advice of KPMG, in whole or in part, at KPMG's sole discretion. Any failure of KPMG to include any such language shall not derogate from the obligations set out in this Section 5.

6. CONFIDENTIALITY.

a. Except as described in Section 5 above, Client will treat in confidence any information provided by KPMG to Client, including but not limited to KPMG methodologies, know-how, knowledge, application or software, and will not use or disclose any such confidential information of KPMG to others.

b. Except as expressly set forth herein, KPMG will treat as confidential all proprietary information and personal information obtained from Client in the course of the engagement.

c. The restrictions in subsections 6 (a) and (b) above shall not apply to any information that: (i) is required by law or professional standards applicable to KPMG to be disclosed; (ii) that is in or hereafter enters the public domain; (iii) that is or hereafter becomes known to Client or KPMG, as the case may be, without breach of any confidentiality obligation; or (iv) that is independently developed by KPMG.

d. KPMG shall be entitled to include a description of the services rendered in the course of the engagement in marketing and research materials and disclose such information to third parties, provided that all such information will be rendered anonymous and not subject to association with Client.

e. KPMG shall be entitled to share all information with all other member firms of KPMG International Cooperative ("KPMG International"). KPMG may also use such information to offer services that may be of interest to Client. KPMG may retain and may disclose to other KPMG International member firms, subject to terms of this Section 6, such information required for compliance with applicable professional standards or internal policies or for quality reviews or to share best practices.

f. Professional standards require KPMG personnel performing any audit or assurance services for clients to discuss or have available to them all information and materials that may affect the audit or assurance engagement. Client authorizes, if Client is or becomes an assurance Client, KPMG personnel performing services under the engagement to make available to the KPMG assurance engagement team and other KPMG personnel, the findings, observations and recommendations from the engagement and agrees that KPMG may use all such findings, observations and recommendations in KPMG's assurance engagement.

g. Except as required by applicable law or regulation, Client shall keep confidential the existence and terms of the Proposal or the Engagement Letter (as applicable) and these Terms and Conditions. Such confidential information shall not be distributed, published or made available to any other person without KPMG's express written permission. Further, for purposes of the services described in the Engagement Letter only, the Client hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of Client solely for presentations or reports to the Client or for internal KPMG presentations and intranet sites.

7. PERSONAL INFORMATION CONSENTS AND NOTICES.

Any collection, use or disclosure of personal information is subject to KPMG's Privacy Policy available at www.kpmg.ca. KPMG may be required to collect, use and disclose personal information about individuals during the course of the engagement. Client represents and warrants that: (i) it will obtain from individuals all consents required by law to permit KPMG to collect, use and disclose all personal information reasonably required in the course of the engagement, and (ii) it has provided notice of KPMG's potential processing of information outside of Canada (as described in Section 8 below) to all individuals whose personal information is disclosed to KPMG.

8. USE OF MEMBER FIRMS AND THIRD PARTY SERVICE PROVIDERS.

Personal and/or confidential information collected by KPMG during the course of the engagement may be used, processed and stored outside of Canada by KPMG, KPMG International member firms providing services hereunder, KPMG subsidiaries, affiliates and related parties or third party service providers to provide professional services and administrative, analytical and clerical support and to comply with applicable law, regulations and professional standards. Client also understands and agrees that KPMG aggregates Client's information with information from other sources for the purpose of improving quality and service, and for use in presentations to clients and non-clients, in a form where such information is sufficiently de-identified so as not to be attributable to Client. KPMG represents to Client that each KPMG International member firm; KPMG subsidiary, affiliate and related party and third party service provider providing services hereunder has agreed or shall agree to conditions of confidentiality with respect to Client's information to the same or similar extent as KPMG has agreed pursuant to Section 6. Further, KPMG is responsible to Client for causing such KPMG subsidiaries, affiliates, related parties and third party service providers to comply with such conditions of confidentiality, and KPMG shall be responsible to Client for their failure to comply and failure of each KPMG International member firm providing services hereunder to comply with its obligations of confidentiality owed to KPMG. Any services performed by KPMG subsidiaries, affiliates, related parties and third party service providers shall be performed in accordance with the terms of the Engagement Letter, including Section 6, but KPMG shall remain responsible to Client for the performance of such services and services performed by each KPMG International member firm providing services hereunder. Such personal and/or confidential information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG's Privacy Officer noted in KPMG's Privacy Policy is able to answer any individual's questions about the collection of personal information required for KPMG to deliver services hereunder.

9. TAXES/BILLING/EXPENSES/FEES.

a. All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.

b. Without limiting its rights or remedies, KPMG shall have the right to halt or terminate entirely its services until payment is received on past due invoices.

10. LIMITATION ON WARRANTIES.

THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION ON LIABILITY

IN NO EVENT SHALL KPMG BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, LIABILITIES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS). IN ANY CLAIM ARISING OUT OF THE ENGAGEMENT, CLIENT AGREES THAT KPMG'S LIABILITY WILL BE SEVERAL AND NOT JOINT AND SEVERAL WITH ANY THIRD PARTY (OTHER THAN KPMG PERSONNEL OR KPMG SUBCONTRACTORS, FOR WHOM KPMG IS FULLY RESPONSIBLE). KPMG SHALL ONLY BE LIABLE FOR KPMG'S PROPORTIONATE SHARE OF THE TOTAL LIABILITY BASED ON DEGREE OF FAULT.

12. LEGAL PROCEEDINGS.

a. Client agrees to notify KPMG promptly of any request received by Client from any court or applicable regulatory authority with respect to the services hereunder, KPMG's confidential information, KPMG's advice or report or any related document.

b. If KPMG is required by law, pursuant to government regulation, subpoena or other legal process to produce documents or personnel as witnesses arising out of the engagement and KPMG is not a party to such proceedings, Client shall reimburse KPMG at standard billing rates for professional time and expenses, including, without limitation, reasonable legal fees, expenses and taxes incurred in responding to such compelled assistance.

c. If Client requests that KPMG produce documents or personnel as witnesses in any proceedings in any way related to the engagement or services provided by KPMG hereunder and KPMG is not a party to such proceedings, KPMG may agree to produce documents or personnel as witnesses on such terms and conditions as KPMG may, in its sole discretion, determine. Without limiting the generality of the foregoing, Client shall reimburse KPMG at standard billing rates for professional time and expenses, including, without limitation, reasonable legal fees, expenses and taxes, incurred in responding to such Client requests.

d. Client acknowledges that KPMG may from time to time receive requests or orders from professional, securities or other regulatory, judicial or governmental authorities (both in Canada and abroad) to provide them with information and copies of documents in KPMG's files including, without limitation, working papers and other work-product relating to Client, which information and documents may contain confidential information of Client. Except where prohibited by law, KPMG will advise Client of the request or order. Client hereby acknowledges that KPMG will provide these documents and information without further reference to, or authority from Client.

Client must mark any document over which it asserts privilege as "privileged". When such an authority requests access to KPMG's working papers and other work-product relating to Client's affairs, KPMG will, on a reasonable efforts basis, refuse access to any document over which Client has expressly informed KPMG at the time of delivery that the Client asserts privilege (by the Client marking such document as "privileged" as contemplated in the foregoing sentence). Notwithstanding the foregoing, where disclosure of documents is required by law, KPMG will disclose such privileged documents. If and only if the authority requires such access to such privileged documents pursuant to the laws of a jurisdiction in which express consent of the Client is required for such disclosure, then Client hereby provides its consent.

Where privileged Client documents are disclosed by KPMG as contemplated above, KPMG is directed to advise the authority that Client is permitting disclosure only to the extent required by law and for the limited purpose of the authority's exercise of statutory authority. KPMG is directed to advise the authority that Client does not intend to waive privilege for any other purpose and that Client expects its documents to be held by the authority as privileged and confidential material. For greater certainty, Client and KPMG hereby agree that this acknowledgement (and, if required, consent) does not negate or constitute a waiver of privilege for any purpose and Client expressly relies upon the privilege protections afforded under statute and otherwise under law.

13. LIMITATION PERIOD.

No proceeding arising under or relating to the engagement, may be brought by either party more than one year after the cause of action has accrued or in any event not more than five years after completion of the engagement in the case of an advisory services engagement and not more than eight years after completion of the engagement in the case of a tax services engagement, except that a proceeding for non-payment may be brought by KPMG at any time following the date of the last payment due to KPMG hereunder. For purposes of this Section 13, the term KPMG shall include its subsidiaries and associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives.

14. TERMINATION.

Unless terminated sooner in accordance with its terms, the engagement shall terminate on the completion of KPMG's services hereunder, which completion shall be evidenced by the delivery by KPMG to Client of the final invoice in respect of the services performed hereunder. If at any time during the engagement it is determined by KPMG, in its sole discretion, that there may be an actual or potential breach by KPMG of applicable professional standards, KPMG may terminate the engagement, without liability, immediately on notice to Client.

15. E-MAIL COMMUNICATION.

Client recognizes and accepts the risks associated with communicating by Internet e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless Client requests in writing that KPMG does not communicate by Internet e-mail, Client assumes all responsibility or liability in respect of the risk associated with its use.

16. POTENTIAL CONFLICTS OF INTEREST.

a. For purposes of this Section 16, "KPMG" means KPMG LLP and KPMG subsidiaries, affiliates and related parties providing services hereunder, if applicable. KPMG is engaged by a wide variety of entities and individuals, some of whom may be creditors, investors, borrowers, shareholders, competitors, suppliers or customers of Client, or other parties with conflicting legal and business interests to Client, including, without limitation, in relation to the audit, tax or advisory services provided to Client by KPMG. KPMG's engagements with such companies and individuals may result in a conflict with Client's interests.

b. As a condition of KPMG's engagement by Client, Client agrees that: (i) without further notice or disclosure, KPMG may accept or continue engagements on unrelated matters to KPMG's engagement for Client in which KPMG may act contrary to Client's interests even if those unrelated matters are materially and directly adverse to Client; and (ii) without further notice or disclosure, KPMG may provide advice or services to any other person or entity making a competing bid or proposal to that of Client whether or not KPMG is providing advice or services to Client in respect of Client's competing bid or proposal.

c. In accordance with professional standards, and except as set out below, KPMG will not use any confidential information regarding Client in connection with its engagements with other clients, and will establish confidentiality and other safeguards to manage conflicts, which may include, in KPMG's sole discretion, the use of separate engagement teams and data access controls. In no event shall KPMG be liable to Client or shall Client be entitled to a return of fees and disbursements incurred on behalf of Client or any other compensation whatsoever as a result of KPMG accepting or continuing a conflicting engagement.

d. Client further agrees that KPMG may, in its sole discretion, disclose the fact or general nature of its engagement for Client to (i) KPMG International and other KPMG International member firms in order to check against potential conflicts of interest, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual in order to permit KPMG to act for such entity or individual, or for Client, in connection with the engagement or any future engagement.

e. Where another party has engaged KPMG to deliver services before Client has done so, and subsequently circumstances change such that there is a conflict, which in KPMG's sole opinion cannot be adequately managed through the use of confidentiality and other safeguards, KPMG shall be entitled to terminate the engagement for Client, without liability, immediately upon notice.

f. Other KPMG International member firms are engaged by many entities and individuals, including, without limitation, entities and individuals that may enter into transactions or may have disputes with Client or Client's related or affiliated entities. Client agrees that (i) it will not assert that other KPMG International member firms are precluded from being engaged by those other entities or individuals, and (ii) those engagements of other KPMG International member firms do not conflict with KPMG's engagement for Client.

g. Client will indemnify and hold harmless KPMG, its subsidiaries and associated and affiliated entities, and their respective current and former partners, directors, officers, employees, agents and representatives from any Claim by any third party (including, without limitation, reasonable legal fees) that alleges that KPMG was in a conflict of interest by providing services hereunder. The provisions of this subsection 16(g) shall apply regardless of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

h. KPMG encourages Client to obtain legal advice with respect to Client's rights in connection with potential future conflicts prior to entering into the engagement.

17. FORCE MAJEURE.

Neither Client nor KPMG shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

18. INDEPENDENT CONTRACTOR.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

19. SURVIVAL.

Sections 1, 4(b), 5-16, 18-30, 31(a) and (c)-(g), and 33-34 hereof shall survive the expiration or termination of the engagement.

20. SUCCESSORS AND ASSIGNS.

These Terms and Conditions and the accompanying Proposal or Engagement Letter shall be binding upon the parties hereto and their respective subsidiaries and associated and affiliated entities and their respective partners, directors, officers and employees and successors and permitted assigns. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. KPMG may assign its rights and obligations hereunder to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant KPMG practice, without the consent of Client. In addition, KPMG may arrange for or engage (as applicable) KPMG affiliates, subsidiaries, related parties, independent contractors and KPMG International member firms to assist KPMG in performing the services hereunder.

21. SEVERABILITY.

The provisions of these Terms and Conditions and the accompanying Proposal or Engagement Letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of these Terms and Conditions and the attached Proposal or Engagement Letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

23. GOVERNING LAW.

These Terms and Conditions and the accompanying Proposal or Engagement Letter shall be subject to and governed by the laws of Ontario

24. PUBLICITY.

Upon the closing of a transaction, KPMG will have the right (but shall not be obliged), at its expense, to publicize its association with the transaction by way of public announcement in "tombstone" or similar format, subject to prior review of the wording for any such announcement with Client.

25. KPMG INTERNATIONAL MEMBER FIRMS.

In the case of multi-firm engagements, all KPMG International member firms performing services hereunder shall be entitled to the benefits of these Terms and Conditions. Client agrees that any Claims that may arise out of the engagement will be brought solely against KPMG, the contracting party, and not against any other KPMG International member firms or such third party service providers referred to in Section 8 above.

26. SARBANES-OXLEY ACT.

Except as set forth in the Engagement Letter, Client acknowledges that completion of the engagement or acceptance of KPMG's reports, advice, recommendations and other deliverables resulting from the engagement will not constitute a basis for Client's assessment of internal control over financial reporting or Client's evaluation of disclosure controls and procedures, or its compliance

with its principal officer certification requirements under Section 302 of the *Sarbanes-Oxley Act of 2002* (the "Act"). The engagement shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* to contain an internal control report from management.

27. NATIONAL INSTRUMENT 52-109.

Except as set forth in the Engagement Letter, Client acknowledges that completion of the engagement or acceptance of KPMG's reports, advice, recommendations and other deliverables resulting from the engagement will not constitute a basis for Client's evaluation of disclosure controls and procedures and internal control over financial reporting, or its compliance with its CEO/CFO certification requirements under *National Instrument 52-109, Certification of Disclosure in Issuers' Annual and Interim Filings*, including those related to the design of disclosure controls and procedures and internal control over financial reporting.

28. SPECIFIC ACCOUNTING AND OTHER ADVICE.

Except as set forth in the Engagement Letter, the engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and facts and circumstances of Client. Such services, if requested, would be provided pursuant to a separate engagement.

Client should consult with and/or engage legal counsel for the purpose of advising on legal aspects of matters on which KPMG provides its advice and drafting any legal documents and/or agreements that may be required. To the extent legal counsel or other professional service providers are required, Client is exclusively responsible for engaging and paying such service providers.

29. TAX SERVICES.

a. If tax work is specifically requested by Client, KPMG will perform the procedures in accordance with this Section 29. KPMG will base its findings exclusively on the facts and assumptions provided to KPMG by Client and Client's personnel and advisors. KPMG will consider the applicable provisions of the relevant taxing statutes, the regulations thereunder, applicable tax treaties and judicial and administrative interpretations thereof. In the case of Canadian tax services only, KPMG will also take into account all specific proposals to amend such statutes, regulations and treaties publicly announced prior to the date of KPMG's reports, based on the assumption that these amendments will be enacted substantially as proposed. For certainty, in the case of US tax services, KPMG shall not take into account any specific proposals to amend such statutes, regulations and treaties. The authorities referred to in this subsection 29(a) are subject to change, retroactively and/or prospectively, and any such changes could affect the validity of KPMG's findings and may result in incremental taxes, interest or penalties. KPMG's findings will not otherwise take into account or anticipate any changes in law or practice, by way of judicial, governmental or legislative action or interpretation. Unless Client specifically requests otherwise, KPMG will not update tax work to take any such changes into account.

b. KPMG will use professional judgment in providing advice, and will, unless Client instructs otherwise, take the position most favourable to Client whenever reasonable. All returns are subject to examination by tax authorities, and KPMG's advice may be audited and challenged by a tax authority. Client understands that KPMG's conclusions are not binding on tax authorities or the courts and should not be construed as a representation, warranty or guarantee that the tax authorities or courts will agree with KPMG's conclusion.

c. Client is also responsible for ensuring that KPMG's advice is implemented strictly in accordance with KPMG's recommendations. KPMG is not responsible for any penalties or interest assessed against Client as a result of a failure by Client to provide KPMG with accurate and complete information.

d. Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the Canada Revenue Agency or other tax or revenue authorities.

30. TAX SERVICES FOR SEC REGISTERED AUDIT CLIENTS AND/OR US TAX SERVICES

a. In circumstances where the services provided by KPMG hereunder: (i) involve the delivery of any tax services, Client is or is an affiliate of (whether at the time of the engagement or at any point thereafter) an entity that is registered with the United States Securities and Exchange Commission ("SEC"), and Client or such affiliate is audited by KPMG; or (ii) involve the delivery of US tax services, then the prohibition regarding the distribution of KPMG's reports and written advice set out in Section 5 of these Terms and Conditions shall not apply and no provision of the Engagement Letter is or is intended to be construed as a condition of confidentiality in relation to the tax services to which (i) and/or (ii) above are applicable. Further, in respect of the services to which (i) and/or (ii) above are applicable, no provision in the Engagement Letter or these Terms and Conditions is or is intended to be construed as a condition of confidentiality within the meaning of Internal Revenue Code ("IRC") sections 6011, 6111, 6112 or the regulations thereunder, or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client (and each employee, representative, or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of the engagement and all materials of any kind (including opinions and other tax analyses) that are provided to Client relating to such tax treatment and tax structure. Client also agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG's advice is requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.

b. For certainty, Section 5 of these Terms and Conditions shall continue to apply in its entirety, and this Section 30 shall not apply, to any tax services to which subsection 30(a)(i) and/or (ii) above are not applicable. In this Section 30, the term "affiliate" is interpreted as that term is used by the SEC with reference to auditor independence rules.

c. In respect of any tax services to which subsection 30(a)(i) or (ii) above are applicable, any reports or advice ("Tax Deliverable") released to Client in any form or medium shall be supplied by KPMG on the basis that it is for Client's benefit and use only. If Client refers to or discloses in whole or in part any Tax Deliverable to any third party, Client shall notify such third party in writing as follows: that (i) the tax services performed by KPMG for Client were designed to meet Client's agreed requirements only, as determined by Client's needs at the time; (ii) any product of the tax services should not be regarded as suitable to be used or relied upon by any party wishing to acquire any rights against KPMG other than Client; (iii) KPMG does not assume any responsibility in respect of the tax services performed for Client, any product of the tax services, or any judgments, conclusions, opinions, findings or recommendations that KPMG may have formed or made, to any party except Client; (iv) to the fullest extent permitted by law, KPMG accepts no liability in respect of any such matters to any other person; and (v) should any person or entity except Client choose to rely on the tax services or any product thereof, that person or entity will do so at their own risk. Notwithstanding the foregoing, (A) in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client, or

that is made pursuant to subsection 30(a) above, no such notification shall be required and (B) no such notification shall be required with respect to disclosures expressly authorized by the Engagement Letter.

d. If Client refers or discloses in whole or in part any Tax Deliverable to any third party but does not notify such third party in writing as required in subsection 30(c) above, Client shall compensate KPMG and reimburse KPMG for and protect, indemnify and hold harmless KPMG against any Claim incurred by KPMG (including, without limitation, reasonable legal fees) as a result of, arising from or in connection with any such reference or disclosure, unless KPMG has agreed in writing with such third party to accept responsibility and liability to that third party in respect of the tax services and the Tax Deliverable. If any payment is made by Client under this subsection 30(d), Client shall not seek recovery of that payment from KPMG at any time. In this subsection 30(d), "KPMG" shall include KPMG and its subsidiaries, its associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives, and "Client" shall include Client, Client's affiliates and any other beneficiaries of KPMG's tax services. The foregoing indemnification obligations shall apply regardless of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

e. Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions. IRC section 6111 requires a material advisor with respect to a reportable transaction to disclose information on the transaction to the IRS by a prescribed date, and IRC section 6112 requires the material advisor to maintain, and make available to the IRS upon request, a list of persons and other information with respect to the transaction. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state or other jurisdiction adopting similar or analogous provisions.

f. For engagements where services will be provided by a KPMG International member firm with offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with the engagement, may not be licensed as certified public accountants under the laws of any of the various states.

31. DUE DILIGENCE SERVICES (TAX AND TRANSACTION SERVICES)

a. The procedures KPMG will perform are limited to those referred to in the Engagement Letter and its appendices. The procedures KPMG will perform are limited in nature and extent to those determined by Client to meet its needs and, as such, will not necessarily disclose all significant matters about Target or reveal errors in the underlying information, instances of fraud, or illegal acts, if any. KPMG provides no assurance and makes no representation regarding the sufficiency of the procedures either for the purpose of the proposed transaction in the context of which KPMG has been engaged or for any other purpose. KPMG's findings will not constitute recommendations to Client as to whether or not Client should proceed with any proposed transactions. In performing the procedures and reporting its findings, KPMG will rely exclusively upon information provided to KPMG by Target, its personnel and advisors, Client's advisors, and Client, and any publicly available information KPMG obtains, and will not independently verify the accuracy or completeness of such information. KPMG's procedures with respect to Target's financial information will be substantially less in scope than any audit or other attestation standards, including without limitation those established by the Auditing and Assurance Standards Board and the Chartered Professional Accountants of Canada. Consequently, KPMG expresses no opinion and will provide no other form of assurance on Target's prospective financial information, financial statements or Target's internal control over financial reporting.

b. Client agrees to review reports promptly and to advise KPMG on a timely basis of any additional procedures Client would like KPMG to perform or areas to address.

c. In the event KPMG performs procedures related to future-oriented financial information, KPMG will not compile, examine, or apply other assurance procedures to such information and, accordingly, will express no opinion or any other form of assurance or representations concerning its accuracy, completeness or presentation format. Future-oriented financial information is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

d. Unless specifically requested by Client, KPMG is not obligated to provide a copy of the report to Target for the purpose of confirming Target's representations concerning the accuracy of the factual information presented in the report. If Client would like Target to review the report, KPMG will require Client and Target to indemnify KPMG for any Claims arising out of or relating to such review on such terms and conditions specified by KPMG in its sole discretion. In certain instances, Client may request that KPMG's report be distributed to a third party for informational purposes. KPMG will consider consenting to distribution based on such factors as the identity of the third party and the third party's intended use of the report. If KPMG agrees to the distribution of the report to a third party, Client agrees to execute and agrees to require the third party to execute an agreement in the form provided by KPMG regarding the release of information.

e. Client expressly acknowledges and agrees that if Client and Target (as such terms are defined in the Engagement Letter) are the same entity, that all references herein to "Target" shall be deemed to be references to "Client".

f. The provisions of subsections 3(c)-(d) and Section 6 shall apply to information about Target provided to KPMG in the course of performing the services under the Engagement Letter. Client agrees to use all reasonable efforts to arrange for KPMG's access to Target's personnel and advisors, business offices and financial information as required for KPMG to perform the services contemplated by the Engagement Letter.

g. If KPMG serves as independent auditors of Target or another party disclosed to Client, or provides any other audit or attestation services to Target or such other party (such as the target of a contract compliance review or a party having a connection to an investigation or proceeding), Client hereby acknowledges and agrees that KPMG may be in possession of confidential information concerning Target or such other party that may be relevant to Client's due diligence procedures or other services KPMG is providing to Client under the Engagement Letter and that such information will not be disclosed to Client unless Target or such other party provides prior written consent to such disclosure or provides such information directly to Client or to the KPMG engagement team serving Client for purposes of the services under the Engagement Letter.

32. LOBBYING

Unless expressly stated in the Engagement Letter, KPMG will not undertake any lobbying activity, as that term is defined in all applicable federal, provincial and municipal lobbyist registration statutes and regulations, in connection with the engagement. In the

event that KPMG and Client agree that KPMG will undertake lobbying activity in connection with the engagement, such agreement shall be set out in an amendment to the Engagement Letter.

33. LLP.

KPMG LLP is a registered limited liability partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation. KPMG is a partnership, but its partners have a degree of limited liability. A partner is not personally liable for any debts, obligations or liabilities of the LLP that arise from a negligent act or omission by another partner or any person under that other partner's direct supervision or control. The legislation relating to limited liability partnerships does not, however, reduce or limit the liability of the firm. The firm's insurance exceeds the mandatory professional indemnity insurance requirements established by the relevant professional bodies. Subject to the other provisions hereof, all partners of the LLP remain personally liable for their own actions and/or actions of those they directly supervise or control.

34. ALTERNATIVE DISPUTE RESOLUTION.

The parties shall, and shall cause both their and their respective subsidiaries', affiliates' and associated entities' current and former officers, partners, directors, employees, agents and representatives, to first attempt to settle any dispute arising out of or relating to the Engagement Letter or the services provided hereunder (the "Dispute") through good faith negotiations in the spirit of mutual cooperation between representatives of each of the parties with authority to resolve the Dispute. In the event that the parties are unable to settle or resolve a Dispute through negotiation within 30 days of when one of the parties has notified the other party of the Dispute by delivering a notice of dispute, or such longer period as the parties may mutually agree upon, such Dispute shall, as promptly as is reasonably practicable, be subject to mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. that are in force at the time the notice of dispute is delivered. Any Dispute remaining unresolved for more than 60 days following the parties first meeting with a mediator or such longer period as the parties may mutually agree upon shall, as promptly as is reasonably practicable, be resolved by arbitration pursuant to the Arbitration Rules of the ADR Institute of Canada, Inc. (the "Arbitration Rules") that are in force at the time the Dispute is subject to arbitration. For certainty, the parties hereby waive any right they may otherwise have to bring a court action in connection with a Dispute. The parties also waive any right they may otherwise have to bring or participate in a class, collective or representative proceeding in connection with a Dispute, whether in court or before an arbitrator. The arbitrator's decision shall be final, conclusive and binding upon the parties, and the parties shall have no right to appeal or seek judicial review of the arbitrator's decision. For certainty, the parties hereby waive any right of appeal which may otherwise be available under applicable legislation or under the Arbitration Rules. The place of mediation and arbitration shall be the city in Canada in which the principal KPMG office that performed the engagement is located. The language of the mediation and arbitration shall be English.

Bill No. 50
2023

By-law No. A.-_____ - _____

A by-law to authorize and approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

1. The Agreement attached as Schedule "A" to this by-law, being the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada, is hereby authorized and approved.
2. The Mayor and City Clerk are hereby authorized to execute the Agreement approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

NEXT GENERATION 9-1-1 AUTHORITY SERVICE AGREEMENT

This Agreement is between

[INSERT 9-1-1 AUTHORITY NAME], a municipality, local service board, first nation, province or other authorized signing authority located at **[INSERT ADDRESS]** (the "**9-1-1 Authority**")

AND

BELL CANADA, a company incorporated under the laws of Canada, and located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec H3E 3B3 ("**Bell**")

WHEREAS Next Generation 9-1-1 Service (as defined below) is a service that replaces Enhanced 9-1-1 ("**E9-1-1**") service and is based on Internet Protocol (IP) technologies and supports 9-1-1 Calls natively IP end-to-end;

AND WHEREAS the Canadian Radio-television and Telecommunications Commission ("**CRTC**") determined in Telecom Decision CRTC 2015-531 that Canada's NG9-1-1 system should use the National Emergency Number Association standard ("**NENA i3**") as the baseline reference architecture;

AND WHEREAS in June 2017, the CRTC rendered Telecom Regulatory Policy CRTC 2017-182, which, among other things, directed all Incumbent Local Exchange Carriers ("**ILEC**") to establish Next Generation 9-1-1 networks by 9-1-1 network service providers;

AND WHEREAS Bell operates and manages a Next Generation 9-1-1 System serving the provinces where it is the ILEC and where requested by a Small Incumbent Local Exchange Carrier ("**SILEC**") to operate as the SILEC's NG9-1-1 network provider, including in the territory in which the 9-1-1 Authority operates.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in Schedule "A" (Definitions).

2. SCOPE OF AGREEMENT

- (a) **Agreement:** The 9-1-1 Authority requests and Bell will provide to the 9-1-1 Authority the Next Generation 9-1-1 services (the "**NG9-1-1 Service**") described below and in the schedules attached to, and forming part of, this agreement (each a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 2(b)), the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".
- (b) **Tariffed Services and CRTC Approval:** The NG9-1-1 Service is regulated by the CRTC and shall only be provided in compliance with the applicable tariffs including CRTC 7400, Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein.
- (c) **Service Description:** The NG9-1-1 Service provides a managed, private, dedicated IP network referred to as the Emergency Services Internet Protocol network ("**ESInet**"). The ESInet provides the transport and interconnectivity for all i3-PSAPs within the Serving Area as well as Originating Service Provider networks supporting 9-1-1 Calls over IP-based networks and devices. For i3-PSAPs, the ESInet is delivered to the PSAP operations premise using Bell's IP VPN service to the PSAPs authorized by the 9-1-1 Authority. The NG9-1-1 Service also provides a series of applications and service interfaces known as NG9-1-1 Core Services ("**NGCS**") and may include other

third party applications from trusted entities as may be requested by the 9-1-1 Authority and agreed to by Bell. Bell provided NG9-1-1 Service features are described in the User-to-Network Interface (“**UNI**”) and in Schedule ‘B’ (NG9-1-1 Network Features). 9-1-1 Authority agrees that Bell is not responsible nor liable for damages arising from 9-1-1 Authority’s use of third party applications in conjunction with the NG9-1-1 Service.

- (i) In accordance with CRTC 7400, Bell Canada National Services Tariff Item 601, Bell agrees to:
 - A. Provide NG9-1-1 Service to the 9-1-1 Authority within the Serving Area;
 - B. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the 9-1-1 Authority and as listed in Schedule “C” (PSAP Designations & Locations);
 - C. Selectively route and enable selective transfer of 9-1-1 Calls to the Primary-PSAP, Secondary-PSAPs and Dispatch Agency according to policy routing rules crafted to the needs of the 9-1-1 Authority, including those described in PSAP Contingency Plans;
 - D. Transmit geodetic and/or civic location information, call back number of the 9-1-1 Caller and any additional available data elements as made available by the Originating Network Provider (“**ONP**”);
 - E. Receive, aggregate and maintain into a single dataset representative of Bell’s entire serving area, mapping and addressing information provided by the 9-1-1 Authority or to its designee;
 - F. Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy / errors reporting back to the 9-1-1 Authorities or to their designees;
 - G. Maintain a dedicated 24X7 9-1-1 Control Centre to support the NG9-1-1 Service;
 - H. Maintain a Basic 9-1-1 Final Routing Alternative involving a third-party call centre, such as those used for nomadic VoIP calls; and
 - I. Enable access to location information when provided by-reference by the ONP with the original NG9-1-1 call;
 - J. Enable access to the additional data repositories provided by trusted entities as defined by the CRTC.
- (ii) The 9-1-1 Authority agrees to:
 - A. Designate Primary PSAPs, Secondary PSAPs and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area;
 - B. Where not otherwise defined by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the 9-1-1 authority, such party shall be identified in Schedule “G”, and that 9-1-1 specific GIS data layers must be provided directly to Bell in a secure manner without transiting through any shared open platform;
 - C. Take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.

- D. Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in Schedule "D" (Specifications & Guidelines);
 - E. Ensure, all PSAPs in the Serving Area are compliant with the deployment criteria listed in Schedule "E" (Deployment Criteria);
 - F. Ensure all PSAPs in the Serving Area have secure 9-1-1 data and systems which security includes physical security, network security, cybersecurity and all other considerations within the PSAPs domains;
 - G. Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard;
 - H. Ensure the Primary PSAP accepts specific planned test calls from the public;
 - I. Ensure the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3;
 - J. Resolve mapping and addressing discrepancies / errors reported to the GIS Authorities by Bell in a timely manner or as otherwise specified in the discrepancy report;
 - K. Provide supporting technical and operational documentation as listed in Schedule "D" (Specifications & Guidelines) on the Bell 9-1-1 Flex Portal; and
 - L. Ensure Bell is provided in writing the information listed in Schedule F where the 9-1-1 Authority is a Government Provincial PSAP and ensure such information is current at all times.
- (iii) The NG9-1-1 Authority acknowledges and agrees that NG9-1-1 Service resiliency, reliability and security depends upon the following:
- A. The type and capabilities of the Originating Service Provider and the technology from which 9-1-1 Calls originate;
 - B. The accuracy of the data provided by the various NG9-1-1 stakeholders including the 9-1-1 Authority, PSAP and Originating Service Providers and other trusted entities;
 - C. The use of encryption and appropriate security protocols as described in Schedule E of this Agreement and as may be further developed over time; and
 - D. The availability of entrance diversity configuration, and physical attributes including the distance between entry points and power diversity of the PSAP Location,
- and agrees that ensuring the foregoing elements are the best available will improve its experience with the NG9-1-1 Service.
- (iv) Bell and 9-1-1 Authority agree that the implementation of Next Generation 9-1-1 Service within the Serving Area shall be carried out pursuant to the User-to-Network Interface (UNI) Technical Specification Document and the requirements established by the CRTC, and the Parties agree to update this Agreement as the CRTC requirements evolve.
- (v) The NG9-1-1 Service allows for many new feature possibilities with regards to types of data that can be transmitted. The availability of these features may require upgrades to software and or hardware by the PSAP.

(vi) The NG9-1-1 Service will require security updates on an ongoing basis. To ensure the security of the NG9-1-1 Service, the NG9-1-1 Authority commits to ensure the PSAPs selected to serve its inhabitants, apply security updates (including any security patches) promptly. In the event of a PSAP failure to apply security updates Bell may, in its sole discretion, remove the PSAP from Bell's ESInet.

(vii) In the event a PSAP is removed from Bell's ESInet, 9-1-1 Calls destined for the PSAP will be rerouted in accordance with the PSAP's defined Policy Routing Rules.

(d) **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "**Affiliate**"), agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers.

3. **FEES**

The Tariffs set out certain approved rates, fees, and charges and capital, development or installation costs (if any) (the "**Fees**") applicable to the NG9-1-1 Services. The 9-1-1 Authority shall pay Fees that are specified in the Tariffs. For services related to the NG9-1-1 Services but not specified in the Tariffs including those related to tertiary sites and third circuits the 9-1-1 Authority shall pay the fees as agreed to by the Parties. The 9-1-1 Authority shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). The 9-1-1 Authority shall pay Fees and Taxes within 30 days of the invoice date. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date. For clarity, the NG9-1-1 Authority may pay all amounts referred to in this Section 3 via arrangements it may make with an applicable PSAP.

4. **TERM AND TERMINATION**

(a) **Term:** The term of this Agreement (the "**Initial Term**") will begin on the date it is signed by the 9-1-1 Authority (the "**Effective Date**") and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement.

(b) **Renewal Term(s):** If permitted under the relevant Tariffs, upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are collectively referred to as the "**Term**".

(c) **Termination or Suspension of a Service:** Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

5. **LIMITATION OF LIABILITY**

(a) Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Bell's Tariffs.

(b) The 9-1-1 Authority and Bell shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the 9-1-1 Authority or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the 9-1-1

Authority and/or Bell, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- (a) “**Confidential Information**” means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the 9-1-1 Authority’s name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party; or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
- (b) Except as: (i) permitted or required by law, regulation or lawful request or to carry out its obligations; and (ii) required to receive or provide the Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party’s prior written consent. For clarity, any information exchanged between Bell and the 9-1-1 Authority, their employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of the NG9-1-1 Service is confidential, and shall be provided only to such persons who have a need to know for the purposes of this Agreement.
- (c) The 9-1-1 Authority consents to Bell disclosing 9-1-1 Authority information to the CRTC as required for the CRTC to approve any regulatory filings or CRTC requests for information related to the Services. Additionally, 9-1-1 information that is available with a 9-1-1 Call is provided on a confidential basis pursuant to CRTC 7400, Bell Canada National Services Tariff Item 601 as an exception to Item 10 Article 11 of the Bell Canada General Tariff and shall be used for the sole purpose of answering and dispatching 9-1-1 Calls
- (d) In the event that Bell is provided with access to the 9-1-1 Authority’s End Users’ information (“**End User Data**”), 9-1-1 Authority shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. The 9-1-1 Authority acknowledges and agrees that in the event that the 9-1-1 Authority provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data.
- (e) The 9-1-1 Authority and Bell agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- (f) The 9-1-1 Authority shall ensure their PSAPs comply with the terms of this Section 6. Bell shall only share Confidential Information pertaining to this Agreement with the PSAPs identified in Schedule “B” (PSAP Designations & Locations).

7. **FORCE MAJEURE**

- (a) If there is a default or delay in a party’s performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or

labour unrest such as strikes, slowdowns, picketing or boycotts (each an “**Event of Force Majeure**”), then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

- (b) Bell and the 9-1-1 Authority agree that in the Event of a Force Majeure the parties will co-operate and make all reasonable efforts to provide a temporary replacement service until the NG9-1-1 Service is restored. The costs required to provide temporary replacement service shall be borne as between Bell and the 9-1-1 Authority in accordance with the Parties’ respective obligations as described in Sections 2(c)(i) & (ii) of this Agreement.

8. **GENERAL PROVISIONS**

- (a) **No Resale:** The 9-1-1 Authority shall not resell or remarket any Service for commercial purposes under the terms and conditions of this Agreement.
- (b) **Entire Agreement and Amendment:** This Agreement is the entire agreement between the 9-1-1 Authority and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (c) **Assignment:**
- (i) This Agreement shall bind and enure to the benefit of Bell and the 9-1-1 Authority and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, including any Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party’s consent, subject to Paragraph (ii) below, a party may assign all or part of its benefits, rights or obligations under this Agreement to an Affiliate or to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party’s business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, change in control or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Subsection, on and after the effective date of such assignment.
 - (ii) Bell’s prior written consent shall be required in the event of a proposed assignment by 9-1-1 Authority if, in Bell’s determination, the 9-1-1 Authority’s proposed assignee is deemed to be (A) not credit worthy; (B) a competitor of Bell; or (C) non-compliant with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (d) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the 9-1-1 Authority’s head office is situated in Quebec. If the 9-1-1 Authority’s head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the 9-1-1 Authority’s head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.
- (e) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a

Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

- (f) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (g) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be:

For the **9-1-1 Authority**,

_____ ; and

For **Bell**,

c/o 9-1-1 Service Team
930 d'Aiguillon, B320
Quebec, G1R 5M9

Email: signatures.911@bell.ca

With a copy to,

c/o Corporate Secretary
1 Carrefour Alexander Graham Bell, Building A, 4th Floor
Verdun, Québec H3E 3B3.

Facsimile: (514) 766-8161

The 9-1-1 Authority shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.

- (h) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (i) **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 3 (Fees), 4(c) (Termination or Suspension of a Service), 5 (Limitation of Liability), 6 (Confidential Information), and this Section 8 (General Provisions).
- (j) **Counterparts:** This Agreement may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

- (k) **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- (l) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of the 9-1-1 Authority. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.

[9-1-1 AUTHORITY NAME]	BELL CANADA
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
I am authorized to bind the 9-1-1 Authority to the terms and conditions of this Service Schedule.	I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.
DATE: _____	DATE: _____

Schedule "A"

DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in this Schedule "A" and where not otherwise defined in this Agreement, as ascribed in the current Network Interconnection (UNI) Document.

"9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations pursuant to the Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service, and defined as the 9-1-1 Authority party to this Agreement;

"9-1-1 Call" means a request for public safety assistance signalled by a 9-1-1 Caller using a device and communications service supporting 9-1-1 dialling, and delivered through the NG9-1-1 Service, regardless of the media (e.g., voice, video, text, other) used to make that request;

"9-1-1 Caller" means end user dialing 9-1-1;

"9-1-1 Control Centre" means a dedicated 9-1-1 24/7 support, maintenance and surveillance centre;

"Agreement" has the meaning ascribed to it in Section 2(a);

"Back-Up PSAP" or **"Back-Up Public Safety Answering Point"** means the back-up PSAP as identified by the 9-1-1 Authority in Schedule "C";

"Basic 9-1-1 Final Routing Alternative" means the designated last resort routing destination involving a third-party call centre, such as those used for nomadic VoIP calls;

"Bell 9-1-1 Flex Portal" means a secure Web site accessible from the public Internet for Customers to access information pertaining to its NG9-1-1 Services.

"CEE" means Customer Edge Equipment and refers to the peering equipment provided by the customer, facing the Bell Customer Edge router;

"CRTC" or **"Canadian Radio-Television and Telecommunications Commission"** has the meaning ascribed to it in the preamble to this Agreement;

"Effective Date" has the meaning ascribed to it in Section 4(a);

"End User Data" has the meaning ascribed to it in Section 6(d);

"Event of Force Majeure" has the meaning ascribed to it in Section 7(a);

"ESInet" has the meaning ascribed to it in Section 2(c)(i);

"GIS Authority" means a body that has control over and the power to make decisions about the source addressing and GIS data which is responsible for providing aggregated GIS/addressing data on behalf of the 9-1-1 Authority to the NG9-1-1 Service Provider for the purpose of NG9-1-1 Service;

"GIS Data Provider" means an entity that assigns addresses, creates, collects, maintains and shares spatial datasets. It may include addressing authorities (e.g. local, provincial and territorial governments, First Nations), 9-1-1 Authorities, and data aggregators;

"GIS" and **"Geographic Information System"** Means a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced;

“i3-PSAP” means a Public Safety Answering Point (PSAP) conformant to the NENA i3 standard (NENA-STA-010), which is capable of receiving IP-based signaling and media for delivery of emergency calls;

“Initial Term” has the meaning ascribed to it in Section 4(a);

“ILEC” and **“Incumbent Local Exchange Carrier”** means the existing telephone companies, prior to the introduction of local competition;

“Late Payment Charges” has the meaning ascribed in Section 3;

“Local Registration Authority” have the meaning ascribed to them in CRTC Decision 2019-353;

“MSAG” or **“Master Street Address Guide”** means the database that contains street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper selective routing and selective transfer of 9-1-1 calls in the legacy E9-1-1 environment;

“NENA i3” has the meaning ascribed to it in the preamble of the Agreement;

“NG9-1-1” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (a) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response;

“NG9-1-1 Network Provider” means the CRTC mandated ILEC providing the ESInet/NGCS;

“NG9-1-1 Service” has the meaning ascribed to it in Section 2(c)(i);

“NGCS” and **“Next Generation 9-1-1 Core Services”** means the base set of services needed to process a 9-1-1 call on an ESInet. NGCS includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services and typical IP services such as Domain Name System (DNS). The term NGCS includes the services and not the network on which they operate (i.e., the ESInet);

“Offnet Agency” means an agency outside of the NG9-1-1 network, such as a poison control centre or an hospital, which may be designated by the 9-1-1 Authority to be able to receive PSTN calls transferred by a designated PSAP;

“ONP” and **“Originating Network Provider”** means a CRTC-approved trusted entity service provider that allows its subscribers to originate 9-1-1 dialled voice or non-voice calls from the public to PSAPs, including but not limited to wireline, wireless, and fixed/native voice over internet protocol (VoIP) services.

“PRR” and **“Policy Routing Rule”** means the criteria which determines how 9-1-1 Calls are routed under stated conditions such as when a target PSAP is unable to take 9-1-1 Calls;

“PSAP” or **“Public Safety Answering Point”** means an entity responsible for receiving 9-1-1 Calls and processing those 9-1-1 Calls according to a specific operational policy - a Primary Public Safety Point, Secondary Public Safety Point, and Back-Up Public Safety Point as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“PSAP Contingency Plans” means a plan in case of a disaster;

“**PSAP Credentialing Agency**” and “**PCA**” have the meaning ascribed to them in CRTC Decision 2019-353;

“**PSAP Locations**” means the locations of the PSAPs as identified in Schedule “C” (PSAP Designations & Locations);

“**P-PSAP**” or “**Primary Public Safety Answering Point**” means a communication centre which is the first point of contact for 9-1-1 Calls as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“**Renewal Term**” has the meaning ascribed to it in Section 4(b);

“**S-PSAP**” or “**Secondary Public Safety Answering Point**” means a communication centre to which 9-1-1 Calls are transferred from a P-PSAP, typically the fire, police or ambulance agency responsible for dispatching emergency personnel as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“**Schedule**” has the meaning ascribed to it in Section 2(a);

“**Serving Area**” means the geographic area, as determined by the 9-1-1 Authority from which 9-1-1 Calls will be directed to a particular P-PSAP;

“**Subscriber**” means an entity that contracted with a service provider for the provision of a voice telecommunications service;

“**Selective Routing**” means the process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the 9-1-1 Caller’s location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in a specified format such as an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude);

“**Taxes**” has the meaning ascribed to it in Section 3;

“**Term**” has the meaning ascribed to it in Section 4(b); and

“**User-to-Network Interface (UNI) Technical Specifications Document**” means the authoritative document which sets the technical specifications an i3-PSAP must comply with.

Schedule “B”
NG9-1-1 FEATURES

The NG9-1-1 Service offers features as provided in CRTC 7400, Bell Canada National Services Tariff Item 601.

If a PSAP chooses to forgo utilizing one or more of the NG9-1-1 Service features provided by the NG9-1-1 Service network provider as described in the UNI, the PSAP does so at its own risk and assume all liabilities including prolonged restoration times in the event of an outage.

Schedule "C"

PSAP DESIGNATIONS & LOCATIONS

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)	LONDON POLICE	601 DUNDAS ST LONDON	Y
Secondary PSAP Police (*1 & *2)	LONDON POLICE	601 DUNDAS ST LONDON	Y
Secondary PSAP Fire (*1 & *2)	LONDON FIRE	400 HORTON ST LONDON	Y
Secondary PSAP Ambulance (*1 & *2)	LONDON AMBULANCE	1510 WOODCOCK STREET LONDON	Y
Additional Offnet Agency if required (*1 & *2& *3) i.e. Poison control			N
Designated Provincial or Territorial default i3 PSAPs (*4)			

Notes:

*1 – 9-1-1 Authority shall ensure all PSAPs connected to ESInet meet the NG9-1-1 requirements.

*2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change.

*3 – "Offnet" Agencies are not connected to the ESInet over an IP-UNI and call transfers to such agencies are the responsibility of the PSAP's Call Handling System

*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.

Schedule 'D'

SPECIFICATIONS & GUIDELINES

The specifications, templates and guidelines for the NG9-1-1 Service are found at <https://911flex.bell.ca/Login.html>, under the title "NG9-1-1 Onboarding Documentation".

Schedule "E"

DEPLOYMENT CRITERIA

PSAPs utilizing networks to process and deliver NG9-1-1 Calls outside of the ESInet do so at their own risk and assume all liabilities including prolonged restoration times in the event of an outage.

In order to ensure reliability, resiliency and security of the NG9-1-1 Service, the 9-1-1 Authority shall ensure that all of the PSAPs meet the following mandatory requirements without which the PSAPs will not be permitted to interconnect with the production NG9-1-1 network:

1. IP VPN ESInet Interconnection

All i3-PSAP types, Primary and Secondary, are entitled to a single Back-Up location.

All IP VPN ESInet demarcation locations (Primary, Secondary and Back-Up PSAPs) are provided with two (2) redundant data paths and must make use of both. PSAPs must make use of all available in-house diversity (cable entrance, power, etc.).

ESInet physical demarcation locations must be geographically located within the Bell Canada NG9-1-1 Serving region.

PSAPs are expressly forbidden to establish private VPN tunnels over the ESInet, through the provided IP VPN circuits.

2. ESInet Interconnection of Non-designated PSAP facilities

For those PSAP sites not listed in Schedule "C", if the 9-1-1 Authority requires additional circuits, these arrangements may be provided by Bell for a fee;

3. PSAP CEE Interconnection Requirement

- a. All PSAPs shall employ a NENA i3 compliant Border Control Function ("**BCF**") as defined in the Bell NG9-1-1 UNI technical specification as a mandatory condition of interconnection with the NG9-1-1 network. The BCF must be comprised of a minimum of both a firewall and session border controller function. The BCF must be deployed in a manner which prevents single points of failure.
- b. PSAPs shall ensure their local network infrastructure (i.e., Local Area Network [LAN] and/or private Wide Area Network [WAN]) is sized appropriately to support the bandwidth of all NG9-1-1 traffic as calculated and provisioned by the NG9-1-1 Network Provider, in addition to their own in-house network requirements;

4. i3 Call Handling CODEC requirement

All PSAPs shall implement the mandatory list of CODECs as defined in Telecom Decision CRTC 2019-353 (<https://crtc.gc.ca/eng/archive/2019/2019-353.htm>) and make necessary changes as updates become approved by CRTC.

5. IP Network protocol support

All PSAPs shall deploy Dual Stack as the method for simultaneous use of IPv4 & IPv6 address spaces, or to individually perform Network Address Translation - Protocol Translation ("**NAT-PT**") for their Network Domain as defined in the Bell NG9-1-1 UNI technical specification. This is a mandatory condition to interconnect to the NG9-1-1 Service Network;

6. End-to-End Encryption

All PSAPs shall support encryption of traffic from and towards the ESInet as defined in the Bell NG9-1-1 UNI technical specification;

7. QoS Support

All PSAPs shall implement the QoS requirements as defined in the Bell NG9-1-1 UNI technical specification;

8. PSAP Credentialing Agency – NG9-1-1 Network Provider service

All PSAPs shall utilize the Bell PSAP Credentialing Agency service. PSAPs shall identify to Bell as part of the onboarding process the individual or group responsible for acting as the Local Registration Authority (“**LRA**”). The LRA agreement and the roles and responsibilities can be found in Schedule H. For clarity, the LRA agreement is attached for reference purposes. There is no expectation that the NG9-1-1 Authority will sign the LRA agreement itself but the NG9-1-1 Authority will ensure that the selected PSAPs will execute such agreement.

9. Contingency Routing

PSAPs shall communicate all 9-1-1 contingency arrangements to Bell including agreements and arrangements with other agencies in order to design and implement Policy Routing Rules accordingly. PSAP’s defined Policy Routing Rules must contain at a minimum one Policy Routing Rule specifying a partner third party PSAP to act as backup in the event the PSAP is not able to respond to 9-1-1 Calls.

10. Domain Name Service (DNS) – NG9-1-1 Network Provider service

PSAPs must utilize the Bell NGCS-based DNS service to ensure resiliency of DNS functions and seamless PCA functionality.

The 9-1-1 Authority is requested to encourage PSAPs to utilize the following NGCS provided functions to further enhance network reliability, resiliency and security of the NG9-1-1 Service:

1. Network Time Protocol (NTP) – NG9-1-1 Network Provider Service

PSAPs are encouraged to utilize the Bell NGCS-based NTP service to ensure accurate time synchronization with all ESInet interconnected elements and as an additional time source within their Local Area Network (LAN).

Schedule "F"

MULTIPLE REGION PSAPs

This Schedule must be filled out by PSAPs covering multiple regions and managed by a provincial or federal authority (e.g., Ontario Ministry of Health, Sureté du Québec, Ontario Provincial Police etc.

Sites	Official Name	9-1-1 authority (municipalities, counties, etc.)

Schedule "G"

NG9-1-1 GIS REQUIREMENTS

Municipality, County or Other Government Entity name	GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name	Provincial \ Territorial Legislation (Y/N)

❖ In the absence of Provincial or Territorial legislation defining a Data Aggregator body, by default the NG9-1-1 Network Provider will be the defined GIS and addressing Data Aggregator ([Telecom Decision CRTC 2020-150 | CRTC](#))

Schedule "H"
Local Registration Authority Agreement

Bill No. 51
2023

By-law No.

A by-law to approve and authorize the execution of the Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. Building Safer Communities Fund (BSCF) Contribution Agreement (the "Agreement") between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Building Safer Communities Fund (BSCF) Contribution Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Schedule A

PSIMS #: 23074

BUILDING SAFER COMMUNITIES FUND

CONTRIBUTION AGREEMENT

BETWEEN

HIS MAJESTY THE KING
IN RIGHT OF CANADA,
as represented by the Minister of
Public Safety and Emergency Preparedness

(hereinafter referred to as "the Minister")

AND

CORPORATION OF THE CITY OF LONDON, a
municipality duly incorporated under the laws of
Canada, having its head office at London, Ontario,
as represented by the Deputy City Manager,
Neighbourhood and Community-Wide Services

(hereinafter referred to as "the Recipient")

(hereinafter collectively referred to as "the Parties")

WHEREAS the Minister has established the Building Safer Communities Fund (hereinafter referred to as "the Program") to support projects that contribute to the achievement of the Department's objectives with respect to supporting Municipalities and Indigenous governments in their efforts to address gun and gang prevalence by providing a determined funding allocation to put in place community led projects to combat gun and gang violence and address knowledge gaps concerning the impacts of interventions in gun and gang violence;

AND WHEREAS the Minister wishes to provide, through this Agreement, a financial contribution to the Recipient for the purpose of the project BSCF - City of London, being more fully described in Annex A – Project Description (hereinafter referred to as "the Project").

THEREFORE, the Parties agree as follows:

1 DEFINITIONS

In this Agreement:

- 1.1 "Agreement" means this Contribution Agreement and includes all Annexes and any amendments made to this Agreement in accordance with section 35 (Amendments);
- 1.2 "Appropriation" means any authority of Parliament to pay money out of the Consolidated Revenue Fund;
- 1.3 "Asset" means any asset(s) acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4 "Budget" means the total forecasted expenditures for the Project, as well as the total amount of funding to be received from all sources for the Project, as set out in Annex B – Approved Project Budget;

- 1.5 "Conflict of Interest" means a situation where a Recipient would apply the provisions of this Agreement in a manner that is not provided for within the scope of this Agreement and that would provide an opportunity to further their private interests or those of their relatives or friends;
- 1.6 "Exceptional circumstances" means facts that support a finding where there would have been loss of a critical project resource or that the viability of the Project would have been jeopardized had the expenditures not been incurred prior to the signature of this Agreement;
- 1.7 "Eligible Expenditures" means the costs that are eligible as described in Annex B – Approved Project Budget of this Agreement that are incurred by the Recipient in carrying out the Project;
- 1.8 "Fiscal Year" means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;
- 1.9 "In good standing" means the Recipient continues to meet all terms and conditions set out in this Agreement;
- 1.10 "In-kind contribution" means non-monetary resources provided by third parties and/or the Recipient to support the Project;
- 1.11 "Project" means the activities described in Annex A – Project Description to this Agreement; and
- 1.12 "Single Recipient Audit" means a coordinated approach to recipient auditing whereby an auditor representing some or all donors conducts a single recipient audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements with that particular recipient.

2 EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature and, subject to termination, in accordance with all of the provisions contained in this Agreement, remains in effect until June 30, 2023. The Parties agree to a wrap-up period of 90 days, after the expiry of this Agreement for the completion of reporting requirements and release of the final payment.

3 PURPOSE

The Recipient shall use the funding provided under this Agreement solely to carry out the Project in accordance with all of the provisions contained in this Agreement and applicable laws.

4 ELIGIBLE EXPENDITURES

- 4.1 Subject to subsection 4.2, the Recipient agrees that expenses are only deemed eligible if incurred while this Agreement is in effect as per the dates set out in section 2.
- 4.2 The Recipient agrees that the Minister's contribution only covers actual costs of the eligible expenditures described in Annex B – Approved Project Budget of this Agreement.
- 4.3 The Minister does not reimburse taxes paid by the Recipient for goods and services for which the Recipient is entitled to tax credits or reimbursement.

- 4.4** The maximum rates that the Recipient can claim for travel and incidentals related to the delivery of the Project, if applicable, shall be reimbursed in accordance with the *National Joint Council Travel Directive*.
- 4.5** In accordance with Annex C - Reporting Requirements and Payment Schedule and Annex B – Approved Project Budget, eligible expenditures must be incurred by the Recipient in the fiscal year they are allocated.
- 4.6** If the Recipient is to offer meals and refreshments as hospitality in relation to delivery of the Project, the maximum rates that the Recipient can claim must not exceed the standard cost per person as set out in the Appendix B of the Treasury Board *Directive on Travel, Hospitality, Conference and Event Expenditures*.
- 4.7** The Recipient may redistribute the contribution only if the following conditions are met:
- a) the Recipient acknowledges that it has independence in the choice of the persons or entities eligible under subsection 4.7 d) to whom it will redistribute the funding received under this Agreement, and it will not be acting as an agent of the Crown;
 - b) the Recipient agrees that it is solely responsible for the action or omission of a person or entity to whom it will redistribute funding received under this Agreement and must indemnify and save harmless the Minister and its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the person or entity to whom the Recipient redistributed the funding to under this Agreement;
 - c) in support of the Project, described in Annex A - Project Description, and subject to the terms and conditions set out in this Agreement, the Minister agrees to contribute to the redistribution of funding up to a maximum amount of \$329,325.94 toward eligible expenditures described in Annex B – Approved Project Budget;
 - d) the Recipient agrees that it shall only redistribute funds received under this Agreement to entities that will put in place a prevention initiative or an intervention to address gun and gang activity with the exception of Government departments as defined in section 2 of the Financial Administration Act (including the RCMP) and federal Crown corporations;
 - e) the Recipient shall develop a clear, transparent and open decision-making process regarding the selection of persons or entities to receive redistributed payments and the selection and approval of initiatives to be funded with the funds provided under this Agreement, and describing their responsibilities in this process. This process shall also describe the redress mechanism regarding decisions of the Recipient relating to persons or entities that applied for or received redistributed funding. The Recipient shall provide a written description of this process to the Minister for approval before signing any agreement with an eligible person or entity identified in subsection 4.7 d);
 - f) funds redistributed by the Recipient shall appear in Annex B – Approved Project Budget and the cash flow statement, and may only be used for the eligible expenditures described in Annex B – Approved Project Budget;

- g) the Recipient agrees that it will only redistribute funds received under this Agreement if it has signed a written funding agreement with an eligible person or entity which addresses the following elements:
 - i) the responsibilities agreed to between the Recipient and the person or entity with whom the Recipient redistributes the funding received under this Agreement, including their financial roles and responsibilities;
 - ii) provisions for oversight, reviews, and audits to be conducted by the Recipient and the right of the Recipient to provide copies of any review, evaluation or audit reports to the Minister and the Auditor General of Canada;
 - iii) provisions allowing for the Minister and the Auditor General of Canada access to the documents and premises of the person or entity with whom the Recipient redistributes funding received under this Agreement, for the purpose of monitoring compliance with the funding provided under this Agreement and the obligations of the Recipient;
 - iv) provisions for the Recipient to make known the federal government's role in the funding provided to persons or entities to whom the Recipient will redistribute the funding received under this Agreement; and
 - v) a redress provision regarding decisions made by the Recipient relating to persons or entities that received redistributed payments;
- h) the Recipient shall provide to the Minister and to the Auditor General of Canada, upon request, a copy of any agreement signed with an eligible person or entity to which the Recipient has redistributed the funding received under this Agreement;
- i) the Recipient shall provide to the Minister, their authorized representatives, and to the Auditor General of Canada a copy of its operating plans, including annual performance expectations, with respect to the contribution funding;
- j) the Recipient shall provide to the Minister a list of eligible person(s) or entity(ies) to whom the Recipient has redistributed the funding received under this Agreement and of the amount redistributed to them; and
- k) the Recipient shall provide to the Minister and to the Auditor General of Canada, upon request, a copy of any reports or reviews, evaluation or audits carried out by, or on behalf of, the Recipient related to the use of the funding by an eligible person or entity to whom the Recipient has redistributed the funding received under this Agreement.

5 MAXIMUM AMOUNT OF THE CONTRIBUTION

5.1 In support of the Project described in Annex A – Project Description, and in accordance with all of the provisions contained in this Agreement, the Minister agrees to contribute up to a maximum amount of \$329,325.94 towards eligible expenditures described in Annex B – Approved Project Budget.

5.2 The maximum amount of the contribution is established in accordance with Annex B – Approved Project Budget as follows;

\$309,325.94 for Fiscal Year 2022-2023;

\$20,000.00 for Fiscal Year 2023-2024;

totalling \$329,325.94 in funding provided by the Minister under this Agreement.

6 STACKING PROVISIONS

The Recipient agrees that:

- 6.1** any payment under this Agreement is subject to total financial assistance of all levels of government (stacking of federal, provincial, territorial and municipal financial assistance) not exceeding one-hundred percent (100%) of the Project's eligible costs;
- 6.2** it shall, without delay, inform the Minister of any change to the budget, the Project objectives, activities, and/or scope or of any change in anticipated funding and any additional amount that is received for the Project; and
- 6.3** if the total governmental financial assistance exceeds the percentage prescribed at subsection 6.1 or if the Project generates a profit or receives other sources of funding for the purpose of this Agreement, the Minister may reduce the contribution, request reimbursement of amounts already provided or renegotiate the expected activities/results.

7 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES

- 7.1** The Recipient is permitted to reallocate funds between categories of eligible expenditures, as identified in Annex B – Approved Project Budget, with the following conditions:
 - a) within a current Fiscal Year, for a reallocation greater than twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must, prior to reallocating the funds, obtain a written authorization from the Minister and the Parties shall amend this Agreement; or
 - b) within a current Fiscal Year, for a reallocation of five percent (5%) up to, and including, twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must include an explanation in the comment section of the cash flow statement.
- 7.2** Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 5.2.

8 PAYMENT SCHEDULE AND FINAL PAYMENT

- 8.1** The Minister will provide the Recipient with payments in accordance with Annex C - Reporting Requirements and Payment Schedule after receiving and approving the cash flow statements and the reports as described and outlined in sections 9 and 10.
- 8.2** The Minister will issue a final payment at the end of this Agreement only when it is satisfied that the Recipient has complied with all the obligations under this Agreement.

9 FINANCIAL REPORTING

9.1 Cash Flow Statement

The Recipient shall provide a completed cash flow statement to the Minister in order to be reimbursed for expenditures incurred on the Project as per Annex C – Reporting Requirements and Payment Schedule. The Recipient may submit

additional cash flows to seek more frequent payments based on the operational requirements of the Recipient in the delivery of the Project. It must be certified by a person authorized by the Recipient and show any reallocations of funds between budget items as per the requirements of section 7.

9.2 Final Cash Flow Statement

The Recipient shall provide to the Minister a final cash flow statement on the Project. The cash flow must contain a presentation of the Project budget, as categorized by Annex B – Approved Project Budget, and include a statement of revenues and expenditures. It shall be submitted as per the reporting timelines set out in Annex C - Reporting Requirements and Payment Schedule. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 7, and supporting documentation for the reallocation.

9.3 All sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, shall be identified separately in Annex B – Approved Project Budget and be identified in the cash flow statements.

10 NON-FINANCIAL REPORT

10.1 The Recipient shall provide the Minister with non-financial reports as described in Annex C – Reporting Requirements and Payment Schedule, in the format prescribed by the Minister.

10.2 The Recipient shall provide the Minister with any additional information that the Minister deems necessary for the purpose of this Agreement.

11 PROJECT RECORDS

The Recipient shall:

11.1 maintain separate accounting records clearly identifying revenues and expenditures for the Project, and in the case of any in-kind contributions to the Project by the Recipient or by third parties, records supporting the provision of such in-kind contributions;

11.2 maintain financial records with respect to the Minister’s contribution in accordance with Generally Accepted Accounting Principles as prescribed in the Chartered Professional Accountants Canada Accounting Handbook, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and

11.3 retain all materials and records relating to this Agreement and the Project for a period of no less than six (6) years following the expiry or termination of this Agreement.

12 DEFAULT AND REMEDIES

12.1 Any of the following events constitute a default to this Agreement:

- a) the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- b) an order is made or a resolution is passed for the winding up of the Recipient or the Recipient is dissolved;

- c) in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
- d) the Recipient, either directly or through its representatives, makes a false or misleading statement to the Minister;
- e) in the Minister's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in this Agreement; or
- f) the Recipient no longer meets the eligibility criteria of the Program.

12.2 If there is a default or if, in the Minister's opinion, there is likely to be a default, the Minister may, after giving written notice to the Recipient and if the Recipient does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

12.3 The fact that the Minister refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on it shall not prevent it in any way from later exercising any other remedy or right under this Agreement or other applicable law.

13 CONDITIONS

13.1 The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.

13.2 Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the provisions contained in this Agreement as applicable to the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at the Minister's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.

13.3 In the event of a proposed reduction or termination to the funding of the Program under subsections 13.1 or 13.2, the Minister may, after giving the Recipient a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving the Minister a written notice, terminate this Agreement. Subject to the provisions contained in this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.

14 AUDIT

14.1 The Recipient agrees that the Minister may appoint independent auditors, at the Minister's expense, during the term of this Agreement and within six (6) years following the expiry or termination thereof to review the Project records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by the Minister and the consistent application of Generally Accepted Accounting Principles in the maintenance of financial and accounting records.

14.2 The Recipient provides consent for the Minister to cooperate and share information with other Government of Canada departments or agencies for the purpose of a Single Recipient Audit. Single Recipient Audits utilize a coordinated approach to recipient audits, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with the provisions contained in some or all funding agreements.

14.3 The Recipient shall give access to its premises and make its materials and records related to the Project available to the Minister for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers related to the Project when requested, without charge.

14.4 Over and above what is provided for in subsections 14.1 to 14.3 herein, the Recipient shall make its materials and records related to the Project available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

15 TERMINATION

In addition to what is provided for in section 12 herein, this Agreement may be terminated:

15.1 by any Party, when, as set out in section 13, funding is no longer available or the appropriation has been decreased, thirty (30) days upon receipt of a written notice of termination by the other Party;

15.2 by the Minister, if the Recipient has not remedied the default to the satisfaction of the Minister within the thirty (30) day period as set out in subsection 12.2; or

15.3 by any Party, even if there is no default by the other Party, thirty (30) days upon receipt of a written notice of termination by the other Party.

16 DISPUTE RESOLUTION

If there is a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The Parties must bear the costs of mediation equally.

17 INDEMNIFICATION

The Recipient shall indemnify and save harmless the Minister and its employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or its employees or agents.

18 LIABILITY

The Recipient agrees that the Minister and its employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its

employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long-term obligations in relation to this Agreement.

19 INSURANCE

The Recipient agrees to, through an appropriate policy of insurance, cover any liability resulting from any action or omission by the Recipient or its employees, agents, subcontractors or voluntary workers in completing the Project.

20 NO-PARTNERSHIP

- 20.1** The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture, does not create an agency or employment relationship between the Minister and the Recipient, and in no way implies any agreement or undertaking to conclude any subsequent agreement.
- 20.2** The Recipient agrees not to represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

21 OVERPAYMENT AND INTEREST CHARGES

- 21.1** The Recipient is deemed to have received an overpayment if any of the following occurs:
- a) sums were paid to the Recipient but remained unexpended by the end of the last Fiscal Year covered by this Agreement or the date of expiry or termination of this Agreement;
 - b) the Recipient's Cash flow statement has been completed and an overpayment has been identified as a result of ineligible expenditures;
 - c) the Minister carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
 - d) as a result of non-compliance with the stacking limits established by section 6 for total governmental financial assistance; or
 - e) for any other reason, the Recipient was not entitled to the contributions, or the Minister determines that the sums paid exceed the amount to which the Recipient was entitled.
- 21.2** The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of the Minister, the expenditures cannot be substantiated.
- 21.3** Any amount to be repaid by the Recipient to the Minister under this Agreement is deemed a debt owed to the Crown. Said debt will be recovered in accordance with and is subject to the payment of interest as provided for in the *Financial Administration Act* (R.S.C.1985, c.F-11). Interest on the debt will be owed from the date of demand of repayment and will be calculated in the manner set out in the *Interest and Administrative Charges Regulations*.
- 21.4** Reimbursements due to the Minister by the Recipient shall be made payable to the Receiver General for Canada.

22 DECLARATIONS AND UNDERTAKINGS**22.1** The Recipient declares:

- a) that the information provided in Annex A – Project Description is true and accurately reflects what the Recipient intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- b) that it has the capacity and authority to enter into this Agreement to carry out the Project and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
- c) that all sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, are identified in Annex B – Approved Project Budget;
- d) that, to the best of its knowledge, it owes no amount to the Government of Canada under any legislation or funding agreements;
- e) that it holds the intellectual property rights required for the conduct of the Project and the exploitation of any intellectual property resulting thereof, and it grants the Minister the licenses described in section 30;
- f) that it is committed to the promotion of and respect for a law-abiding society, the rule of law and the values and principles underlying the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights* and declares that it is not participating in, or condoning, any activity that could be construed as contrary to the laws of Canada or its provinces or territories; and
- g) that it will not assign this Agreement, or any part thereof, or any payments to be made under it, without the written permission of the Minister but that nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

22.2 The Recipient acknowledges:

- a) that it was informed by the Minister that any expenditure incurred by the Recipient prior to the effective date of this Agreement will not be reimbursed;
- b) that the Minister did not, either directly or indirectly agree to, endorse or support in any way the Recipient's decision to proceed with expenditures prior to the effective date of this Agreement; and
- c) that any expenditure made prior to the signature of this Agreement was at the Recipient's own risk.

22.3 During the term of this Agreement, the Recipient undertakes to:

- a) take all necessary actions to maintain itself in good standing, to avoid conflict of interest, to preserve its legal capacity, and to inform the Minister, without delay, of any failure to do so;
- b) disclose to the Minister, without delay, any fact or event that would or may compromise the Project's chance of success or the Recipient's ability to complete any of the provisions contained in this Agreement, either

immediately or in the long term, including but not limited to pending or potential lawsuits and audits; and

- c) respect the official language commitments set out in the Project Description as outlined in Annex A – Project Description and, if applicable, to make public announcements and public documents related to the activities available in both official languages.

23 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with applicable regulations or policies, as the case may be, including the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

24 LOBBYING

Any person lobbying on behalf of the Recipient must comply with the requirements of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Suppl.). The Recipient:

- 24.1** certifies that it has not directly or indirectly paid or agreed to pay a contingency fee for the solicitation, negotiation or obtainment of funding under this Agreement to any person other than an employee acting in the normal course of the employee's duties; and
- 24.2** acknowledges that accounts and records pertaining to the payment of fees or other compensation for the solicitation, attainment or negotiation of this Agreement are subject to the audit provisions of this Agreement and if the Recipient has certified falsely or is in default of the obligations contained herein, the Minister is entitled to recover from the Recipient the full amount of the contingency fee as an ineligible expenditure under this Agreement.

25 ACKNOWLEDGEMENT

The Recipient agrees to acknowledge the contribution received from the Minister in a manner satisfactory to the Minister.

26 PUBLIC ANNOUNCEMENT

The Recipient agrees that, with respect to this Agreement, a public announcement by the Minister in the form of a press release, press conference or otherwise may be made. The Recipient agrees that it will provide all 'reasonable and necessary' assistance in the organization of the public announcement, as requested by the Minister. The Recipient acknowledges that its name, the amount awarded, and the general nature of the activities supported may be made publicly available by the Minister.

27 DISCLOSURE

- 27.1** Information gathered by the Parties in carrying out this Agreement is subject to applicable federal and provincial legislation regarding access to information and privacy.
- 27.2** The Recipient acknowledges and agrees that the Minister may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained within them.

28 SURPLUS AND DEFICIT

28.1 Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.

28.2 Any surplus or overpayment remaining upon expiry of this Agreement constitutes a debt due to the Crown.

29 DISPOSITION OF ASSETS

29.1 The Recipient shall preserve any assets acquired with the contribution funds for the duration of the Project and use them for the Project only unless the Minister authorizes their disposition.

29.2 The Recipient agrees that, at the end of the Project, or upon the termination of this Agreement, and if directed to do so by the Minister, any assets acquired from funds received under this Agreement shall be:

- a) sold at fair market value by the Recipient and that the funds realized from such sale shall be applied to the eligible costs of the Project to offset the Minister's contribution towards the eligible costs as set out in Annex B - Approved Project Budget;
- b) transferred to another charitable or not for profit organization approved by the Minister, and if the donation will result in a tax benefit the funds realized from such a benefit be applied to the eligible costs of the Project to offset the Minister's contribution towards the eligible costs as set out in Annex B - Approved Project Budget; or
- c) retained or disposed of in such other manner as may be determined by the Minister.

29.3 In the event the Recipient and the Minister agree that the Recipient is to keep the asset to be used under subsequent agreements with the program for similar activities, the Recipient agrees that said asset will be considered as an asset under the new agreement and that the disposition provisions of the new agreement will apply to that asset as well.

30 INTELLECTUAL PROPERTY

30.1 The Recipient retains ownership of any intellectual property created by the Recipient in carrying out the Project.

30.2 The Recipient grants the Minister a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, any intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

31 NOTICE

31.1 Any notice, information or document required under this Agreement is deemed delivered if forwarded by email or mail. Any notice sent by email is deemed received one (1) working days after it is sent; any notice mailed is deemed received eight (8) working days after it is mailed. It is the responsibility of the Recipient to inform the Minister, in writing, of any changes to this information within seven (7) working days.

31.2 All notices, information and documents must be sent to the following addresses:

To the Recipient		To the Minister	
Name	Cheryl Smith	Name	Kait Lukasik
Title	Deputy City Manager, Neighbourhood and Community- Wide Services	Title	Regional Program Advisor
Name of Organization	Corporation of the City of London	Name of Organization	Public Safety Canada
Full Address	355 Wellington St, PO Box 5045 London, Ontario N6A 3N7	Full Address	425 Bloor Street E, Suite 597 Toronto, Ontario M4W 3R4
Telephone	519-661-2489 x 5880	Telephone	437-324-0111
E-mail	csmith@london.ca	E-mail	Kait.lukasik@ps-sp.gc.ca

31.3 All payments to the Recipient will be sent to the following address:

Same as above

32 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of this Agreement.

33 SURVIVAL

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

34 ENTIRE AGREEMENT

This Agreement, including the Recital, Annex A - Project Description, Annex B - Approved Project Budget and Annex C - Reporting Requirements and Payments Schedule, constitute the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

The Minister may provide the Recipient with a revised Annex C -Reporting Requirements and Payments Schedule at any time by giving a thirty (30) days' notice to the Recipient in writing.

Annex D - Cash Flow Statement, Annex E - Non-Financial Report and Annex F - Final Non-Financial Report are provided for convenience only.

35 AMENDMENTS

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to this Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

36 GOVERNING LAW

This Agreement must be governed in accordance with the applicable laws in Ontario.

37 PREVAILING LANGUAGE

The Parties agree that the language of the version of this Agreement containing duly executed original signatures will be the prevailing version for interpretation in the event of inconsistencies with translated versions.

38 EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

38.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Each party will receive a copy of all signed counterparts; it being understood that all Parties need not sign the same counterparts.

38.2 The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

For the Recipient
Corporation of the City of London

Cheryl Smith, Deputy City Manager
Neighbourhood and Community-Wide Services

signed on

An individual who at the time of signature of this Agreement is duly authorized to enter into agreements that are legally binding on the Recipient on behalf of the Recipient.

For the Minister

Lalonde, Julie Digitally signed by Lalonde, Julie
Date: 2022.12.21 11:18:30 -05'00'

Julie Lalonde
Director, Community Safety Programs

signed on

**ANNEX A
PROJECT DESCRIPTION**

<p>Objectives</p> <p>The City of London will develop a prevention and/or intervention approach to address local youth gun and gang activity. The outcome of this developmental agreement is to create a comprehensive multi-year project aimed at decreasing gun and gang violence in the City of London.</p>
<p>Project Overview</p> <p>The City of London has submitted a developmental plan to create a prevention and/or intervention strategy that focuses on building a safer London by reducing youth involvement in gun and gang violence. This project will further inform and develop a wholesome, multi-year strategy addressing youth gun and gang violence in fiscal years 2023-2026.</p> <p>The objective is to hire consultants, conduct a series of needs assessments, engage community partners, undergo data analysis, and conduct community consultations to develop the multi-year BSCF strategy and sustainability plan.</p> <p>The multi-year plan will be submitted to Public Safety Canada prior to the expiration of this agreement (June 30, 2023) in order to process an amendment to include the remaining years of funding (until March 31, 2026).</p>
<p>Work Plan</p> <p>The initiatives proposed to be funded under this developmental workplan include the following:</p> <ol style="list-style-type: none"> 1) Establish a project management team (December 2022) 2) Hire consultants (December 2022) 3) Conduct needs assessments including: environmental scan, community readiness assessment, issue analysis (January 1, 2023-March 31, 2023) 4) Undergo community engagement (January 1, 2023-March 31, 2023) 5) Create data strategy (January 1, 2023-March 31, 2023) 4) Develop and validate multi-year strategy and sustainability plan (March 1-31, 2023) 5) Submit Multi-Year Strategy and Sustainability Plan Strategy to Public Safety Canada (April 1-28, 2023)
<p>Expected Outcomes</p> <p>In this developmental plan, the City of London expects to: establish a project management team, hire consultants, complete needs assessments, identify community partners and collaborators, compile meaningful data, and develop a BSCF strategy that will act as the guide to implement projects in fiscal years 2023-2026.</p> <p>The overall expected outcome is a comprehensive multi-year strategy, which will focus on reducing youth involvement in gun and gang activity in the City of London.</p>
<p>Official Languages</p> <p>During the term of the Agreement, the Recipient undertakes to: respect official language commitments set out in the Project Overview as outlined in the Project Description (Annex A), and, if applicable, to make public announcements and public documents related to the activities available in both official languages; acknowledge the Government of Canada's support in English and French, according to the conditions set out in Annex A.</p>

**ANNEX B
APPROVED PROJECT BUDGET
Project Budget
Revenues for Fiscal Year
2022-23**

Project Title: BSCF - City of London

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$309,325.94
Subtotal – Cash	\$309,325.94
Subtotal – In-kind	\$0.00
Total Government Funding <i>Government assistance 100.0% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	\$309,325.94
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$309,325.94

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

**Eligible Expenses for Fiscal Year
2022-23**

Project Title: BSCF - City of London

Detailed Eligible Expenditures by Category	Eligible Expenditures			Total
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	
Costs associated to conferences	\$2,300.00			\$2,300.00
Honoraria	\$25,000.00			\$25,000.00
Meals and/or refreshments for participants	\$2,025.94			\$2,025.94
Professional and consultant costs	\$250,000.00			\$250,000.00
Recruitment and training costs	\$10,000.00			\$10,000.00
Translation and simultaneous interpretation costs	\$15,000.00			\$15,000.00
Travel, accommodations and related expenses	\$5,000.00			\$5,000.00
Subtotal – Cash	\$309,325.94	\$0.00	\$0.00	\$309,325.94
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
Total Expenditures:	\$309,325.94	\$0.00	\$0.00	\$309,325.94

**Revenues for Fiscal Year
2023-24**

Project Title: BSCF - City of London

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$20,000.00
Subtotal – Cash	\$20,000.00
Subtotal – In-kind	\$0.00
Total Government Funding <i>Government assistance 100.0% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	\$20,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$20,000.00

**Eligible Expenses for Fiscal Year
2023-24**

Project Title: BSCF - City of London

Detailed Eligible Expenditures by Category	Eligible Expenditures			Total
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	
Honoraria	\$5,000.00			\$5,000.00
Professional and consultant costs	\$15,000.00			\$15,000.00
Subtotal – Cash	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
Total Expenditures:	\$20,000.00	\$0.00	\$0.00	\$20,000.00

**ANNEX C
REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**

Semi-Annual Progress Payments		
Initial Fiscal Year Payment(s)		
Period Covered	Reporting Due Dates	Required Documents
Agreement start date to March 31	April 30	<ul style="list-style-type: none"> • Cash flow statement (actuals for Q3,Q4) • General Ledger sampling • Non-financial report (Q3,Q4)
Subsequent Fiscal Year Payment(s)		
April 1 to June 30	July 31	<ul style="list-style-type: none"> • Cash flow statement (actuals for Q1) • General Ledger sampling • Non-financial report (Q1)
Final Payment		
5% Holdback	Per section 2 of this Agreement	<ul style="list-style-type: none"> • Final non-financial report

Note: Service standard for payments is within 30 business days upon receipt of all required documents in good working order.

PSIMS #: 23074

ANNEX D
CASH FLOW TEMPLATE

CASHFLOW STATEMENT

File Identification (Project number, Region,...other) (Financial)				Type of Funding				Recipient Name				Project / Program Title				Fiscal Year	
8500-23074				Contribution				Corporation of the City of London				BSCF - City of London				2022-23	
REVENUES				Combined REVENUES Quarter / Period April-June			Combined REVENUES Quarter / Period July-September			Combined REVENUES Quarter / Period October-December			Combined REVENUES Quarter / Period January-March			Total Fiscal Year	
Funding Source	Total Funding	Forecast revenue	Actual Revenue (BIR from previous PS)	Variance	Forecast revenue	Actual Revenue	Variance	Forecast revenue	Actual Revenue	Variance	Forecast revenue	Actual Revenue	Variance	Total Actual Revenue	Revenue- Remaining Funding	How Approved Spending	
Public Safety Canada Funding	303,325.34		0.00	0.00			0.00			0.00			0.00	0.00	303,325.34		
Other Government Funding (Provincial, Municipal and Territorial) (Financial)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00	100%	
Other Government Funding (Provincial, Municipal and Territorial) (In Kind)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00		
Total Other Funding Sources (Financial)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00	See Actual Spending	
Total Other Funding Sources (In Kind)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00		
Total Project Funding	303,325.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303,325.34	0%	
Expenditure Categories as Identified in Program Terms and Conditions				Combined Expenditure Q1			Combined Expenditure Q2			Combined Expenditure Q3			Combined Expenditure Q4			Total Fiscal Year	
Public Safety Total Funding	All other Source Total Funding + In- Kind	Total Actual Project Budget	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	PS Accumulated Actual Expenditure	Total project Accumulated Actual Expenditure	Accumulated PS Variance
Other activities the conference	2,300.00	2,300.00													0.00	0.00	2,300.00
Meals	2,400.00	2,400.00													0.00	0.00	2,400.00
Travel and other expenses for participants	2,025.94	2,025.94													0.00	0.00	2,025.94
Professional and consultant fees	250,000.00	250,000.00													0.00	0.00	250,000.00
Registration on Air Canada party	10,000.00	10,000.00													0.00	0.00	10,000.00
Transportation and other miscellaneous costs	10,000.00	10,000.00													0.00	0.00	10,000.00
Travel, accommodation and related expenses	5,000.00	5,000.00													0.00	0.00	5,000.00
Total Expenditures	349,325.94	0.00	303,325.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303,325.34	
Comments:																	
Attestation by Recipient Certified Financial Officer (CFO) or Authorized Official										Attestation by Program Officer							
I hereby certify that the attached Itemized Statement of Revenues and Expenditures presents fairly the revenues received and the expenditures incurred by the Recipient for the period specified. Public Safety and Emergency Preparedness Canada may at any time request supporting documents for audit purposes.										I have examined the expenses claimed for reimbursement and I certify that they correspond to the eligible expenditures listed in the Contribution Agreement and do not exceed the maximum authorized for each category as stipulated in the Terms and Conditions of the Program.							
Signature : (print name and sign)										Signature : (print name and sign)							
Date:										Date:							
<p><i>Notes:</i></p> <p>*Reimbursement Cost ceiling</p> <p>**Capital Goods Expenditure Items: \$5,000 are normally not part of most PS Program Terms and Conditions, however, in the event that an eligible expense category allows for Capital Goods greater than \$5,000 the amount of the item(s) must be identified and further activities to reconcile these expenses are to be pursued, refer to your Agreement and the Policy on Transfer Payments for further instructions.</p>																	

**ANNEX E
NON-FINANCIAL REPORT TEMPLATE**

IDENTIFICATION					
Project Title :	BSCF – The City of London				
Project Number :	8500-23074				
Recipient Name :	The Corporation of the City of London				
Name of Program Officer :	Kait Lukasik				
Prepared by :		E-mail:			
Fiscal Year :	2022-2023	Date of the Report :			
Period Covered by this report :	Select all that apply <input type="checkbox"/> Q1 – April 1 st to June 30 th <input type="checkbox"/> Q2 – July 1 st to September 30 th <input type="checkbox"/> Q3 – October 1 st to December 31 st <input type="checkbox"/> Q4 – January 1 st to March 31 st				
SECTION 1: REPORT ON PROGRESS OF EACH PLANNED ACTIVITY					
(Add all activities listed in the Annex A of the Contribution Agreement)		Completed	In progress	Not yet started	Late / abandoned
1. Activity 1					
Describe the progress achieved this period for each of the activities. Please use concrete examples and reference your project milestones. If behind schedule, indicate what additional measures will be taken.					
2. Activity 2					
3. Activity 3					
(Add more activities as necessary) SECTION 2 : EXPECTED OUTCOMES/RESULTS					
Is the project on track to meet the expected outcomes/results in your agreement? If not, please explain.					
SECTION 3 : PARTNERSHIPS					
Describe any partnerships/networks that were involved during this reporting period, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)					

SECTION 4 : IN-KIND CONTRIBUTIONS
Describe in-kind contributions made by your organization or project partners during this period. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)
SECTION 5 : BUDGET/WORKPLAN CHANGES FOR THE UPCOMING PERIOD
Do you expect any changes to the budget or workplan outlined in the agreement for the upcoming period? <input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please describe changes needed to: <input type="checkbox"/> Agreement Workplan (Annex A): <input type="checkbox"/> Agreement Budget (Annex B): Note: Your Program Officer will be in contact with you to discuss the expected changes as indicated above and to determine if an amendment to your Contribution Agreement is required. Please do not proceed with any changes until you have approval from your Program Officer.
SECTION 6 : OTHER INFORMATION
Is there any other information about your project that you want to share with us? (successes, challenges, and lessons learned)

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name: _____

Signature: _____

Date: _____

**ANNEX F
FINAL NON-FINANCIAL REPORT TEMPLATE**

IDENTIFICATION				
Project Title :	BSCF - The City of London			
Project Number :	8500-23074			
Recipient Name :	The Corporation of the City of London			
Name of Program Officer :	Kait Lukasik			
Prepared by :		E-mail:		
Effective dates of project (start and end dates) :	2022-2023	Date of the Report :		
SECTION 1: REPORT ON PROGRESS OF EACH PLANNED ACTIVITY				
(Add all activities listed in the Annex A of the Contribution Agreement)	Completed	Incomplete	Description of completed results or rationale for incomplete activities	
4. Activity 1				
5. Activity 2				
6. Activity 3				
SECTION 2 : EXPECTED OBJECTIVES				
<p>Did the project meet the expected objectives in your agreement? Please provide details on how the objectives were met or the barriers that caused them to not be met before the expiry of this project.</p>				
SECTION 3 : EXPECTED OUTCOMES				
(Add all expected outcomes listed in the Annex A of the Contribution Agreement)	Achieved	Partially Achieved	Not Achieved	Description of completed results or rationale for incomplete activities
Outcome				

Outcome				
Outcome				

(Add more outcomes as necessary)

SECTION 4 : PARTNERSHIPS

Describe any partnerships/networks that were involved during this project, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)

Only for community based projects - SECTION 5 : TARGET POPULATION

Who was the target population for your project? Were you able to reach this population in your project delivery? Please share any barriers or obstacles faced and/or success stories.

SECTION 6 : IN-KIND CONTRIBUTIONS

Describe in-kind contributions made by your organization or project partners during this project. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)

SECTION 7 : BEST PRACTICES/LESSONS LEARNED

Please share any best practices or lessons learned over the course of this project. What, if any, challenges arose while completing the project and/or what successes did the project achieve?

SECTION 8 : DISSEMINATION OF RESULTS

Did your project create/generate any material such as website, pamphlets, brochures, training, etc. that could be shared with partners? If yes, how do you plan on disseminating this information and/or material?

PSIMS #: 23074

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name: _____

Signature: _____

Date: _____

Bill No. 52
2022

By-law No. A.- _____ - _____

A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, for Housing Stability Services between The Corporation of the City of London and various Service Providers.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS, as service manager under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City has a plan to address homelessness, and may fund homelessness programs;

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

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

1. The Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention and housing stability services by The Corporation of the City of London.
2. The Deputy City Manager, Social and Health Development, or their written designate, is hereby delegated authority to execute and amend Municipal Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

MUNICIPAL PURCHASE OF SERVICE AGREEMENT

Housing Stability Services Programs - [Name of Program]

This Agreement is effective as of {month /day /year} (“Effective Date”)

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(the “City”)

- and -

[NAME OF SERVICE PROVIDER]

(the “Service Provider”)

RECITALS:

The Service Provider has agreed to receive funding from the City to provide one or more services with respect to housing stability services;

The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider’s obligations with respect to the provision of services and the City’s obligation to provide funding to the Service Provider for the provision of such services.

NOW THEREFORE, The City and the Service Provider agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **“Agreement”** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“City Notification”** means a notice in writing from the City to the Service Provider;
- **“City Representative”** means the individual(s) designated in writing to represent the City;
- **“Description of Services”** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the Parties from time to time;
- **“Eligible Expenditures”** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement;
- **“Event of Default”** has the meaning prescribed to it in Section 9.1;
- **“Force majeure”** has the meaning prescribed to it in Article 14;
- **“Funding”** means the money the City provides to the Service Provider under this agreement, as set out in Schedule A;

- **“Maximum Funds”** means the maximum Funds set out in Schedule “B”
- **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- **“Notice Period”** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **MFIPPA** means the *Municipal Freedom of Information and Protection of Privacy Act*;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down the funded program, as determined by the City.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – Funding / Budget Items / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – Blanket Position Insurance Policy;

Schedule D – French Language Services, if box checkmarked .

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. Amending The Agreement

2.1 Except as otherwise provided for in the Agreement, the Agreement may only be amended by a written agreement duly executed by the Parties.

New Schedules

2.2 The City may, at any time, upon consultation with the Service Provider, provide new Schedules A,B, or D.

Deemed to be Replaced – New Schedules

2.3 If the City provides a new schedule in accordance with section 2.2, the new schedule shall be deemed to be either Schedule A (Funding / Budget Items / Eligible Expenditures), Schedule B (Description of Services), Schedule D (French Language Services) as the case may be, (collectively referred to as **“New Schedules”**), for the period of time to which it relates.

Termination by Service Provider – New Schedules

- 2.4 If the Service Provider does not agree with all or any New Schedules, the Service Provider may terminate the Agreement by giving 90 days' Notice of Termination to the City.

Consequences of Termination by Service Provider – New Schedules

- 2.5 If the Service Provider terminates the Agreement pursuant to section 2.4, the City may take one or more of the actions listed in section 8.2.

3. Term of This Agreement

- 3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, [enter specific day/month/year agreement terminates] later (the “Term of the Agreement”).

4. Services

- 4.1 The Service Provider agrees to provide services as set out in Schedule B (Description of Services) in accordance with the Terms of this Agreement including any City of London Homeless Prevention Service Standards as they may be amended from time to time.

4.2 Representations, Warranties and Covenants

The Service Provider represents, warrants and covenants that:

(i) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(ii) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;

(iii) it is in compliance with, and will continue to comply, with all federal and provincial laws, regulations, municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, including, but not limited to, the *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act, 2005*, *Human Rights Code*, *Child, Youth and Family Services Act, 2017*, or any successor legislation;

(iv) unless otherwise provided for in this Agreement, any information the Service Provider provided to the City in support of its request for Funding (including information relating to any eligibility requirements) was true and complete at the time the Service Provider provided it and will continue to be true and complete.

5. Funding for Carrying out the Program

- 5.1 The City will:

(a) make a notional allocation of funding for each funding year, and provide the Service Provider up to the Maximum Funds for the purpose of carrying out the Program as set out in Schedule A;

(b) provide the Funding to the Service Provider in accordance with the payment plan attached to the Agreement as set out in Schedule A;

(c) deposit the Funding into an account designated by the Service Provider provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Service Provider.

5.2 The Service Provider shall spend Funding received under Section 5.1 as set out in Schedule A.

6. Obligations

6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act* (if there are reasonable grounds to suspect a circumstance listed in the Act, promptly report the suspicion and the information on which it is based to a Children's Aid Society).

6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.

6.3 The Service Provider shall recognize The City of London, and if applicable the Province of Ontario or Government of Canada, as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.

6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, subcontractors or voluntary workers in carrying out the services as set out in Schedule B.

6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.

6.6 Confidentiality

(a) The collection, use, retention and disclosure of all personal information under this Agreement are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). The Service Provider acknowledges that any information it supplies to the City is subject to MFIPPA, including access to information provisions and disclosure provisions in MFIPPA.

(b) The Service Provider shall ensure its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including *Personal Health Information Protection Act, 2004*, and MFIPPA, or any successor legislation.

(c) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall ensure that its staff, students, volunteers and agents comply with such confidentiality policy. The Service Provider shall provide the City with a copy of such policy upon request.

6.7 Independent Contractor

(a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.

(b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees, subcontractors and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

6.8 Governance and Attestation.

The Service Provider represents, warrants, and covenants that it has, and will maintain in writing, and will follow:

- i. a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
- ii. procedures to ensure the ongoing effective functioning of the Service Provider, including but not limited to the presence of a business continuity plan, detailing steps to mitigate downtime and maintain operations from threats (environmental, technological, or otherwise);
- iii. decision-making mechanisms;
- iv. procedures to enable the Service Provider to manage Funding prudently and effectively, including a Service Provider-provided account at a Canadian financial institution in the name of the Service Provider;
- v. procedures to enable the Service Provider to complete each Program successfully;
- vi. procedures to enable the Service Provider to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- vii. procedures to ensure compliance with relevant legislation, including the *Income Tax Act*, *Canadian Human Rights Act*, *Ontario Human Rights Code*, *French Language Services Act*, *R.S.O. 1990, c. F.32*, *Canadian Income Tax Act*, and Accessibility in its own operations and those of its Service Partners as per *Accessibility for Ontarians with Disabilities Act, 2005*, or any successor legislation;
- viii. procedures to ensure compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
- ix. an established system of internal corporate controls for assurance purposes as per the COSO framework or equivalent;
- x. procedures to enable the preparation and delivery of all Reports required pursuant to the Agreement; and
- xi. procedures to enable the Service Provider to deal with such other matters as the Service Provider considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

Supporting Proof. Upon request, the Service Provider will provide the City with proof of the matters referred to in this section.

7. Data Collection and Reporting Requirements

7.1 The Service Provider agrees to collect data as described in Schedule B.

7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.

8. Termination on Notice

8.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice to the Service Provider. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice to the City.

8.2 **Consequences of Termination on Notice.** If either the City or Service Provider terminates the Agreement pursuant to section 8.1 or section 2.4, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funding;
- (b) demand from the Service Provider the payment of any Funding remaining in

the possession or under the control of the Service Provider; and

- (c) determine the reasonable costs for the Service Provider to wind down the Program, and the City may do either or both of the following:
 - (i) permit the Service Provider to offset such costs against the amount the Service Provider owes pursuant to Section 8.2(b); and
 - (ii) provide Funding to the Service Provider to cover such costs.

8.3 If the Service Provider wishes to terminate the Agreement pursuant to 8.1 or section 2.4, it shall provide written notice to the City in the form of a Board resolution or by-law.

9. **Event of Default, Corrective Action and Termination for Default**

9.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) Deliver services that address program outcomes;
 - (ii) Collect data as required;
 - (iii) Provide reports as required;
 - (iv) Use or spend the Funding as authorized in this Agreement and in Schedule A;
- (b) an event of Force Majeure that continues for a period of sixty (60) days or more.

9.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- (a) provide the Service Provider an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funding for such period as the City determines appropriate;
- (c) reduce the amount of Funding;
- (d) reallocate Funding;
- (e) cancel all further Funding;
- (f) demand the repayment of any Funding;
- (g) terminate the Agreement, upon giving Notice to the Service Provider.

9.3 If, in accordance with Section 9.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:

- (a) the particulars of the Event of Default; and,
- (b) the Notice Period.

9.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 9.2(a), and:

- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;

- (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,

the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 9.2 (b), (c), (d), (e), (f), or (g).

9.5 Termination under this Article shall take effect as set out in the Notice.

10. French Language Services

10.1 If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees, as per Schedule D of this Agreement, that the Service Provider shall:

- (b) ensure services are provided in French; and,
- (c) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the program are available in French.

11. No Delegation of Authority to Bind the City

11.1 Nothing in this section or in this Agreement authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

12. Notice

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

- (i) in the case of notice to the City:

The City of London
Attention: City Clerk
300 Dufferin Avenue
City Clerk's Office
London ON N6A 4L9

Email: homelessprevention@london.ca

- ii) in the case of notice to the Service Provider:

[enter Service Provider address]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day.

Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

13. **INSURANCE AND INDEMNITY**

13.1 **Insurance**

Throughout the term of this Agreement, the Service Provider shall maintain commercial General Liability Insurance on an occurrence basis for an amount of not less than five million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

Indemnification

The Service Provider undertakes and agrees to defend and indemnify the City, its councillors, and its employees, and hold the City, its councillors, and its employees, harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, subcontractors, or persons for whom the Service Provider is at law responsible;
- (ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;
- (iii) the acts or omissions of the Service Provider, the Service Provider's employees, subcontractors, or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (iv) any claim or finding that any of the Service Provider, the Service Provider's employees, subcontractors, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or
- (v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service

Provider, the Service Provider's employees, subcontractors, or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

- 13.2 At its sole discretion, the City may, at any time, require that the Service Provider obtain and maintain a Blanket Position Insurance Policy or equivalent Fidelity Bond. See Schedule C.

14. **Force Majeure**

- 14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 14.1.

- 14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees or subcontractors; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

- 14.4 Subject to Section 9.1(b), the failure of either Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

15. **Audits and Reviews**

- 15.1 The Service Provider shall, on forty-eight (48) hours' prior written notice, give the City, City Representatives and/or City auditors free access to such staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or City auditors, for the purpose of verifying compliance with this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the City may conduct an audit of the Service Provider and its subcontractors in any year.

- 15.2 The City reserves the right to conduct operational reviews on forty-eight (48) hours' prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of this agreement. The Service Provider shall give the City, City Representatives and/or other persons authorized by the City free

access to such premises, staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or other persons authorized by the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

16. General

16.1 Services to Vulnerable Populations

a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.

b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City.

16.5 The Service Provider represents and warrants that it shall:

(a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City;

(b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and

(c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City.

16.6 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary budgetary appropriations from Municipal Council, and where applicable from the Federal Parliament or Provincial Legislature. The City shall not have any liability in the event the respective budgetary appropriations are insufficient to meet the Funding obligations of the City.

16.7 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Service Provider as partners of each other.

- 16.8 No member of:
- (a) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities; or
 - (b) where applicable, the House of Commons, Senate of Canada, Legislative Assembly of Ontario;
- shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
- 16.9 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.10 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.11 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.12 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.13 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.14 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.15 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.16 This Agreement shall be read with all changes of gender and number required by the context.
- 16.17 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days' prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.18 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.

The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 16.19 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.20 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.21 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.20 restricting the Service Provider's ability to assign this Agreement.
- 16.22 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.23 The provisions in sections 5.2; 8.2; 9.2(c), (d), (e), (f); and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Insurance and Indemnity), 15 (Audits and Reviews), and 16 (General) except for section 16.20 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

17. No Conflict of Interest

- 17.1 The Service Provider will carry out the Program and use the Funds without an actual, potential or perceived conflict of interest. A conflict of interest includes any circumstances where, in respect of each Program, the Service Provider or any person who has the capacity to influence the Service Provider's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Provider's objective, unbiased and impartial judgment relating to the Program, the use of Funds, or both. The Service Provider will disclose to the City all actual, potential or perceived conflicts of interest, and comply with any terms and conditions that the City may prescribe as a result of the disclosure.

18. Prior Agreements

- 18.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the funded program.

19. Execution of Agreement

- 19.1 The Service Provider represents and warrants that it has:
 - (a) the full power and authority to enter into the Agreement; and
 - (b) taken all necessary actions to authorize the execution of the Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Per:

Name: _____

Title: Deputy City Manager, Social and Health Development

Date:

[ENTER NAME OF SERVICE PROVIDER]

*Per:

Print _____
Name:
Title:

Date:

*I/We have the authority to bind the Service Provider.

*Per:

Print _____
Name:
Title:

*I/We have the authority to bind the Service Provider.

Schedule A (Municipal)

[NAME OF SERVICE PROVIDER]

Funding / Budget / Eligible Expenditures

Up to a Maximum Amount of Municipal Funding for Term of Agreement (inclusive of HST): \$ []

1. Payment

The Service Provider will receive payment in [insert number of] installments by the following dates:

- 1. [Date] in the amount of \$[enter amount].
- 2. [Date] in the amount of \$[enter amount].

The City may adjust the allocation and payment amounts based on financial reporting and changes to service delivery.

2. Funding

2.1 Financial Reporting

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget funded by this Agreement to actual expenditures (e.g. staff, administration, and programming costs).

Audited Financial Statements are due for all programs [enter date or timeline].

Financial Reporting Period	Report Due Date
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]

2.3 Eligible / Ineligible Expenditures

The following lists eligible expenditures under this agreement:

(Check boxes as applicable:)

- Reaching Home Directives;
- HPP Guidelines;
- [Insert other applicable Provincial / Federal Directive, Guideline, Policy]

The following list of eligible expenditures is applicable unless specifically provided for in an applicable Directive, Guideline or Policy check-marked above:

Staff

- salaries and benefits of staff who deliver direct client services.

Staff Costs

- mileage and travel expenses for program activities. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

Office and Program Supplies

- office supplies
- specialized program supplies and materials

Administration (total administration costs are not to exceed [enter percentage] per cent of the allocation)

- Staff that do not directly deliver services to clients
 - Salaries, wages and benefits for administrative staff and back-office functions, such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions
 - Administrative costs associated with planning, managing and evaluating homelessness supports and services
 - Professional development and staff training
- General office expenses
 - Utilities, information technology, phone/internet, postage/courier, office supplies, and cleaning
- Professional services:
 - Contracting for services such as bookkeeping, consulting, communications, translation, legal fees, and audit costs

Other

- operating expenses including utilities and food
- annual audited statement
- translation and interpretation services
- HST should be included in all budget expenses, not as a separate item in this category
- Expenses related to responding to the Covid19 pandemic, such as (but not limited to): purchasing personal hygiene products, cleaning, sanitation supplies, providing access to clinical, health and treatment services for individuals experiencing COVID-19 symptoms, physical barriers to increase social distancing
- Capital expenditures only if approved in writing by the City

Ineligible Expenditures

The following lists ineligible expenditures under this agreement:

- therapeutic and medical treatment covered by provincial/territorial medical and insurance plans

- capital expenditures (unless approved in writing by the City), which include:
 - new construction and/or conversions of buildings
 - major repairs and renovations
 - retrofits
 - buying land
 - purchasing buildings
 - the construction, repair and renovation of new and existing social and affordable housing
 - services that do not directly support people who are homeless or at-risk of homelessness
 - alcoholic beverages
 - administration costs not associated with the program activities outlined in this agreement

3. Budget

[Insert budget] Program budget is subject to final approval by The City of London.

[History of Schedule Replacements:

-Schedule Replacement #1 [insert date of first Schedule replacement]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

Schedule B

SERVICE PROVIDER

Description of Services

1. Description of Services

[Enter program description]

2. Collection of Data by the Service Provider

The Service Provider agrees to use the shared installation of HIFIS as their information system as directed by the shared policies and practices of the London Homeless Prevention Network, and to ensure participant information is current wherever possible. The Service Provider agrees to use HIFIS for the disclosure of information to other homeless serving organizations in the Network, subject to the consent of the participant.

[Enter any additional data collection requirements]

Data collection requirements may change over time and additional data collection may be required. The City will notify the Service Provider if there are any changes to data collection requirements.

3. Outreach Outcomes and Targets

The Homelessness Prevention Program has established three key goals:

1. Prevent homelessness: People at risk of homelessness remain housed and have connections to support services.
2. Address homelessness: People who are homeless and chronically homeless obtain and retain housing and support services.
3. Reduce chronic homelessness: Reduction in chronic homelessness.

[Enter any additional outcomes and targets]

Further outcomes and targets may be provided by the City, Housing Stability Services throughout the contract term.

4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City.

The Service Provider will provide the City with Critical Incident Reports within twenty-four hours of an occurrence.

[History of Schedule Replacements:

-Schedule Replacement #1 [insert date of first Schedule replacement]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

SCHEDULE C

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

If the service provider receives advanced funding greater than Ten Thousand Dollars (\$10,000) they shall furnish the City with Crime, Employee Dishonesty Insurance or Bond A policy or equivalent Fidelity Bond in an amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

Amount of Funding	Minimum Crime Insurance Limit
Less than \$30,000	\$5,000
\$30,001 - \$100,000	\$25,000
Greater than \$100,000	\$100,000



Certificate of Insurance - Standard

This is to certify that the Insured named below is insured as described:

*** This form must be completed and signed by your insurer or insurance broker.***
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address				
Insured's address (street name, city, province and postal code)				Telephone number		Fax number		
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day			Expiry Date Year Month Day		Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability								Occurrence \$
								Aggregate \$
<input type="checkbox"/> Umbrella								Occurrence \$
<input type="checkbox"/> Excess								Aggregate \$
Other (Explain.)								Occurrence \$
								Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability: NO or YES. . . (Limit) \$ _____
 Liquor Liability: NO or YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

**The Corporation of the City of London
 Attention: Risk Management Division**
 Office location: 520 Wellington Street, Unit 1
 Mailing address: P O Box 5035
 London, ON N6A 4L9
 Fax: 519 661-4631
 E-mail: certificates@london.ca

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability
					\$

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.	
Name of insurance company or broker (completing form)	Telephone number
Address	Fax number
Name of authorized representative or official (Please print.)	E-mail address
Signature of authorized representative or official	Date (YYYY-MM-DD)

SCHEDULE D

FRENCH LANGUAGE SERVICES

FRENCH LANGUAGES SERVICES REPORT

Please complete and submit this report at the time of signing the Service Agreement.

Service Provider:

Service Provider Address: _____

Service Provider Contact: _____

Name:

Number:

Email:

This report is to confirm that as of _____ (date agreement commences), the _____ (Service Provider name) will be providing services under the City of London Purchase of Service Agreement and has an office in an area designated under the *French Language Services Act* ("FLSA").

The _____ (Service Provider name) confirms that as of _____ (date of contract execution) it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Payments under this Agreement.

I declare that the above information is true and complete.

Service Provider Signature _____

Name:

Title:

I have the authority to bind the _____ (Service Provider name)

Dated at _____ (Service Provider name) this ____ day of _____, 20__.

As a Service Provider that will be providing services under the City of London Purchase of Service Agreement and having locations located in or serving an area designated under the *French Language Services Act*, please complete the section below.

Service Provider Name: _____

Name of Designated Area(s): _____

Description of Services

Please select all items that apply to the services you will be providing under the City of London Purchase of Service Agreement in a location that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other (please specify)

Please list any services or locations in designated areas where these French language services will not be provided. Please explain.

[History of Schedule Replacements:

-Schedule Replacement #1 [insert date of first Schedule replacement]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

Bill No. 53
2023

By-law No. A.- _____ - _____

A by-law to enact a Heritage Easement Agreement for the property at 1656 Hyde Park Road, pursuant to the provision of the *Ontario Heritage Act*.

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

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 purposes of exercising its authority under that or any other Act;

AND WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of London, in the County of Middlesex and Province of Ontario (hereinafter called the "Property" or "1656 Hyde Park Road" being composed of E ½ LT 14 PL416 LONDON TWP AS IN 789849; EXCEPT PT 1 ER936569, PT 1 33R19406; London and known municipally as 1656 Hyde Park Road, London and designated to be of historic and architectural value by By-law No. L.S.P.-3455-204;

AND WHEREAS the purpose of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS in accordance with Section 37(1) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, the City is entitled to enter into agreements, covenants, and easements with owners of real property or interests therein, for the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Sections 37(2) and 37(3) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, such covenants and easements may be entered into by the City, when registered in the property Land Registry Office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignees against any subsequent owners of the real property even where the City owns no other lands which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and the City desire to conserve the cultural heritage value and interest of the Property as described hereto in a manner which will ensure its preservation for future generations;

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

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

1. The Agreement attached as Schedule "A" to this By-law, being a heritage easement agreement related to 1656 Hyde Park Road, London, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 above, substantially in the form of agreement attached and to the satisfaction of the City Solicitor.

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

PASSED in Open Council February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Schedule "A"

THIS AGREEMENT made this XX day of XXXX 2023 between:

XXXX
(the "Owner")

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

WHEREAS the Owner is the owner of certain lands and premises situated in the City of London in the County of Middlesex and Province of Ontario, and municipally known as 1656 Hyde Park Road (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and which there is a dwelling (hereinafter called the "Building");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R. S. O., 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into easements or covenants with owners of real property, or interests therein, for the conservation of property of cultural heritage value or interest;

AND WHEREAS in accordance with Subsection 37(1) of the *Ontario Heritage Act*, the City has passed by-law No. XXXX authorizing this Agreement, a copy of which is attached as Schedule "B" to this Agreement;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such covenants and easements entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and City desire to conserve the cultural heritage value or interest of the property set out in the "Cultural Heritage Value" attached as Schedule "C" and as may be depicted in the Photographs attached as Schedule "D" and according to the Conservation Plan attached as Schedule "E" to this agreement;

AND WHEREAS to this end, the Owner and the City agree to enter into this heritage easement agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), other valuable considerations and the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants, easements, and restrictions which shall run with the Property forever.

1.0 Purpose

It is the purpose of this Agreement to ensure that the cultural heritage value of the Property will be conserved throughout the process of relocating the Building on the Property, as well as in the short term and long term so that it will remain in perpetuity as part of the cultural heritage of the City of London. To achieve this purpose, the Owner and the City agree that the Heritage Attributes will be retained, maintained, and conserved by the Owner through the application of recognised heritage conservation principles and practices including but not limited to the Eight Guiding Principles for the Conservation of Historic Properties and that no change shall be made to the Heritage

Attributes that will adversely affect the cultural heritage value of the Property as set out in the Statement of Cultural Heritage Value or Interest attached as Schedule “C”.

2.0 Cultural Heritage Value or Interest

2.1 Statement of Cultural Heritage Value or Interest

The Owner and the City agree that for the purposes of this Agreement the Statement (hereinafter called the “Cultural Heritage Value or Interest”) attached as Schedule “C” to this Agreement sets out the reasons why the Property has been identified by the City as having cultural heritage value or interest.

2.2 Photographs Relevant to the Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as “the Photographs” and attached as Schedule “D”, document the state of the Property as of the date of execution of this Agreement. The original photographs, dated August 26, 2022, will be kept on file at the City’s offices or such other locations as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain heritage attributes of the appearance or the construction of the Building and Property. The Cultural Heritage Value or Interest and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Building pursuant to paragraph 3.1 and/or 3.5, the Owner shall within ninety (90) days of completion of such alterations and at the Owner’s expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City by email correspondence. Upon receipt of the photographs, prepared to the satisfaction of the City, the City will issue a notice of receipt by email to confirm the photograph will be used for the purposes of this Agreement. The City shall number the said photographs which shall supersede the original Photographs and all references in this Agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.3 Reports Relevant to the Duties of the Owner

The Owner and the City acknowledge that recommendations included within the reports below prepared in support of the Zoning By-law Amendment under the *Planning Act* application Z-9301 in the City of London shall be implemented in accordance with this Agreement. The relevant reports that document the state of the Property and recommend mitigation and conservation measures to be implemented include:

- (a) Heritage Impact Assessment (a+LiNK Architecture Inc., revised January 27, 2021);
- (b) Building Condition Assessment Report (a+LiNK Architecture Inc., revised January 27, 2021);
- (c) Conservation Plan (a+LiNK Architecture Inc., revised, January 27, 2021);
- (d) Associated drawings depicting proposal (17|21 Architects)

The reports noted above are associated with the application submission for Z-9301.

2.4 Conservation Principles, Standards and Guidelines

The Owner and the City in carrying out their respective responsibilities and duties under this Agreement shall, where applicable, be guided by and apply the conservation principles set out in the Ontario Ministry of Tourism, Culture, and Sport’s *Eight Guiding Principles in the Conservation of Historic Properties* as revised from time to time, the present edition of which is attached as Schedule “F” and recognised heritage conservation best practices (hereinafter called the “Conservation Principles and Practices”).

3.0 Duties of Owner

3.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, or any other

thing or act which would may be likely to affect the heritage attributes, features or the appearance or construction of the Building as set out in the Cultural Heritage Value or Interest and as may be depicted in the copies of the Photographs on file or drawings or other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request at its address as set out in paragraph 6.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of, shall use materials approved by the City.

3.2 Permitted Relocation

The Owner may relocate the Building from its current location approximately 3.3 metres to the east and 4.2 metres to the south as described in Section 7 of the Conservation Plan attached in Schedule "E". The relocation of the Building and the details of the glass link connecting the Building to the future develop will be completed in accordance with the Conservation Plan, and will be permitted through the approval of a Heritage Alteration Permit processed pursuant to Section 34 of the *Ontario Heritage Act*. Any additional permits or approval, including but not limited to, Building Permits or Demolition Permits will be required, as necessary.

The Owner shall ensure the following with respect to the relocation of the Building:

- (a) the relocation is undertaken by a qualified building moving contractor experienced in the relocation of heritage buildings with at least 10 years demonstrated experience;
- (b) the relocation is monitored by an architect or engineer with qualifications and expertise in heritage matters acceptable to the City;
- (c) as least forty-eight (48) hours notice shall be provided to the City prior to the relocation;
- (d) the relocation and restoration of the building is performed in accordance with the methodology outlined in the Conservation Plan and recommended by the qualified building moving contractor to avoid potential damage to the Building;
- (e) A financial security be taken to ensure conditions (a), (b), (c), and (d) are implemented.

To ensure due performance of all matters required by this Agreement, the Owner shall deposit with the City security, satisfactory to the City, in the amount of \$XXXX, as attached in Schedule "G". The release of any or all security shall be subject to the completion of work required herein to the specifications and satisfaction of the City.

3.3 Insurance

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building. Upon execution of this agreement, the Owner shall deliver to the City a letter or certificate, in a form and from an insurance company, agent, or broker acceptable to the City, which letter or certificate shall state as follows:

"This will confirm that (name of insurer) has insured to the Owner a valid insurance policy which insures the Building against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building."

The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City. If the Owner fails to so insure the Building, or in any such insurance on the Building is cancelled, the City may effect such insurance as the City deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the City, or if not shall be a debt due and owing to the City and recoverable from the Owner by action in

a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the City, be applied to replacement, rebuilding, restoration, or repair of the Building to the fullest extent possible having regard for the Cultural Heritage Value or Interest, the particular nature of the Building and the cost of such work.

3.4 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Building within ten (10) days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuild, restoration, or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of such notice of such damage or destruction, request written approval by the City to demolish the Building, in accordance with paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the building.

3.5 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 3.4. or if the City does not give the approval to demolish referred to in paragraph 3.4, the Owner shall replace, rebuilding, restore, or repair the Building so as to effect the complete restoration of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration, or repair of the Building to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style, or any other grounds including, but not limited to, aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration, and repair work on the Building to be commenced within thirty (30) of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or timing otherwise agreed to the City, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

3.6 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 3.4 and the Owner fails to submit plans and specifications pursuant to paragraph 3.5 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction to the Building being reported to the City, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore, or repair the Building in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring, or repairing the building so as to affect the complete restoration of the building. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

3.7 Maintenance of the Building

The Owner shall at all time maintain the Building in as good and as sound of a state of repair as a prudent owner would normally do so, so that no deterioration in the Building's condition and appearance shall take place, including, without limiting the

generality of the foregoing, taking all reasonable measures to secure and protect the Building from vandalism, fire, and damage from inclement weather.

3.8 Signs, Etc.

The Owner shall not erect or permit the erection on the Building of any signs, awnings, television aerials, or other objects of similar nature without the prior written approval of the City provided, however, the approval of the City shall not be unreasonably withheld, having regard to the Owner's use of the Building, the Cultural Heritage Value or Interest, and the Photographs.

3.9 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In particular, the Owner shall not, except with the prior written approval of the City:

- (a) Grant any easement or right-of-way which would adversely affect the easement hereby granted;
- (b) Allow the dumping of soil, rubbish, ashes, garbage, waste, or other unsightly, hazardous, or offensive materials of any type or description;
- (c) Except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands that would negatively affect the Building or its Cultural Heritage Value or Interest, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings, as well as the excavation, dredging, or removal of loam, gravel, soil, rock, sand, or other materials;
- (d) Allow any activities, actions, or uses detrimental or adverse to water conservation, erosion control, and soil conservation;
- (e) Allow the planting of trees, shrubs, or other vegetation which would cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest; and,
- (f) Erect or remove or permit the erection or removal of any building, fence, or structure of any type whatsoever on the Property provided, however, that the approval of the City shall not be unreasonably withheld if such erection or removal would not cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest.

3.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed to the City and may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy. If necessary, the City may recover costs from existing securities still held by the City, or may recover costs by adding to the tax roll, pursuant to the *Municipal Act*.

3.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligations under this Agreement shall in no way affect its right thereafter to enforce

such obligations, nor shall the waiver by the City of the performance of any obligations hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

3.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

3.13 Emergencies

Notwithstanding the provisions of paragraph 3.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Building as are:

- (a) In keeping with the intentions of this Agreement;
- (b) Consistent with the conservation of the Building; and,
- (c) Reasonably necessary to deal with an emergency which puts the security or integrity of the Building or occupants of the Building at risk of damage.

Provided that the *Building Code Act, 1992*, S. O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the City's Heritage Planner is consulted.

4.0 Use of Property

The Owner expressly reserves for itself, its representatives, heirs, successors, and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

5.0 Inspection by City

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Building upon prior written notice to the Owner of at least twenty-four (24) hours.

6.0 Notice of Easement

6.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Building or Property, in a tasteful manner and at the City's expense, indicating that the City holds a conservation easement on the Property.

6.2 Publicity

The Owner agrees to allow the City to publicise the existence of the easement.

7.0 Notice

7.1 Address of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

Owner

1630 HP Inc
1656 Hyde Park Road
London, Ontario
N6H 5L7

City

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

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above. The Owner also agrees to notify the City if the property is sold or the ownership is transferred to a new owner.

7.2 Method of Notice

Any notices, certificates or other communications and deliveries required by this Agreement or desired to be given to or made by any party shall be in writing and may be delivered personally, made by mailing the same in a sealed envelope, by registered mail, postage prepaid, return receipt requested, addressed to each part at the address set forth in 6.1 or such other address as the parties shall designate by notice, given in accordance herewith. Personal delivery shall be effective on the day of delivery and delivery by mail shall be effective five (5) days after mailing.

8.0 Indemnity

8.1 No work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement, shall give rise to any action, claim, counter-claim or demand by the Owner, or the Owner's heirs, executors, administrators, successors or assigns, for damages or compensation of any kind because of such work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement.

8.2 Unless caused by the negligence or wilful misconduct of the City, the Owner agrees to indemnify and forever save harmless the City, its officers, employees, and agents and Municipal Council, from any claim, suit, demand, action, costs or causes of action against the City by the Owner or those for whom the Owner is responsible in law arising out of or in connection with a breach of this Agreement or any work, act, matter, or thing done or omitted to be done by the Owner or those for whom the Owner is responsible in law pursuant to or in connection with this Agreement.

9.0 Entire Agreement

Except as set out herein, this written Agreement embodies the entire agreement of the parties regarding the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

10.0 Severability

The Owner and the City agree that all covenants, easements, and restrictions contained in this Agreement shall be severable, and that should any covenant, easement, or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements, and restrictions shall not terminate thereby.

11.0 Binding on Successors

11.1 The covenants, easements, and restrictions set out in this Agreement shall run with the Property and shall ensure to the benefit and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns as the case may be, in accordance with Section 37 of the *Ontario Heritage Act*, as amended. "Owner" wherever used in this Agreement, is intended and shall be construed to include such subsequent owners, successors and assigns.

11.2 Without in any way affecting or intending to affect the binding nature of the covenants, easements and restrictions herein contained, in any and every conveyance, sale, charge, mortgage, lease, assignment, license, disposition or other dealing whatsoever with the Property and any part thereof, the Owner shall deliver to every grantee, transferee, buyer, mortgagee, lessee, assignee, licensee or other interested person thereunder written notice of this Agreement and obtain from every such party thereof a covenant to observe, perform and comply with the covenants, easements and restrictions herein contained.

11.3 The Owner shall notify the City within ten (10) days of divesting themselves of any legal or beneficial interest in the Property or the Building.

12.0 Termination

Notwithstanding any other provision of this Agreement, this Agreement shall terminate and all covenants, easements and restrictions contained herein shall be released immediately upon the City providing approval to demolish the Building pursuant to paragraph 3.4.

13.0 General

13.1 The Owner hereby agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this Agreement shall have a priority over any other any other interests in the Property.

13.2 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for the convenience of reference only.

13.3 This Agreement shall be construed with all changes in number and gender as may be required by the context.

13.4 This Agreement shall be governed in accordance with the laws of the Province of Ontario.

13.5 The following schedule attached hereto shall be deemed to form a part of this Agreement:

- (a) Schedule "A" – Legal Description of the Lands
- (b) Schedule "B" – Authorizing By-Law
- (c) Schedule "C" – Cultural Heritage Value or Interest
- (d) Schedule "D" – Photographs
- (e) Schedule "E" – Conservation Plan
- (f) Schedule "F" – Eight Guiding Principles in the Conservation of Historical Properties
- (g) Schedule "G" – Financial Securities

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

SCHEDULE "A" – Legal Description of the Property

Legal Description: E 1/2 LT 14 PL416 LONDON TWP AS IN 789849; EXCEPT PT 1 ER936569, PT 1 33R19406

PIN: 08137-0409 (LT)

LRO No.: 33 (Middlesex County)

Municipal Address: 1656 Hyde Park Road, London, Ontario

SCHEDULE "B" – Authorizing By-law
Copy of Authorizing By-law to be inserted

SCHEDULE “C” – Cultural Heritage Value or Interest

Description

1656 Hyde Park Road is located at the southwest corner of Hyde Park Road and North Routledge Park.

Statement of Cultural Heritage Value or Interest

1656 Hyde Park Road is of cultural heritage value or interest because of its physical or design value, its historical or associative values, and its contextual values.

Physical/Design Values

The building located at 1656 Hyde Park Road, is a two storey, brick building in the vernacular Italianate farmhouse style circa 1880. Brick used to construct the building is likely local, as it demonstrates characteristic buff colouring and slight inconsistencies in the firing of the brick suggesting a relatively early origin. Brick is laid in a common bond pattern with radiating voussoirs above the windows. The T-plan of the building has a projecting front bay and a porch across the ground storey of the recessed bay. A shallow, hipped roof with deep eaves in a typical Italianate style covers the building and is architecturally supported by paired brackets with relief scrollwork and pendant finials. The soffit is wood.

The porch is supported by chamfered posts with capitals, which are engaged at the building. The post at the northeast corner of the porch appears to have been replaced. Pierced fret work adorns the spandrels of the porch. The original porch deck appears to have been replaced.

Two-over-two wood windows are located in segmental arched voids on the three facades of the building. Aluminum storm windows have been installed in front of the wood windows. Most of the windows have green louvered shutters, which appears to be functional but fixed. The front entry door appears to have been replaced. A wooden door is located at the south-end of the porch with a wooden screen door.

Historical/Associative Values

The property located at 1656 Hyde Park Road is associated within the Routledge family who are significant to the history and development of Hyde Park. Thomas Routledge (1763-1844) and his family arrived as “Talbot Settlers” in 1818 – the earliest organized colonial settlement in the former London Township. He received the Crown grant for the south parts of Lots 25-26, Concession IV in the former London Township on June 20, 1836. His family named the district “Hyde Park”. Thomas Routledge was the first pound keeper of London Township in 1819 and served as Warden of London Township in 1820-1822, a commitment to civic duty he passed on to his children.

Robert Routledge (1824-1904), grandson of Thomas Routledge, appears to have acquired his grandfather’s property at south part Lot 25, Concession IV, in the former London Township by 1875 (perhaps after the death of Thomas Routledge in 1844). Robert Routledge had his property surveyed and subdivided, and registered a Plan of Subdivision on October 23, 1886.

Lot 14 of Registered Plan 416 was one of the lots retained by Robert Routledge, while other lots were sold. Lot 14 contains the building located at 1656 Hyde Park Road and is believed to be associated with the Routledge family. The property appears to have remained in the ownership of Robert Routledge until his death in 1904.

The Routledge family were respected members of the community, and they played a significant role in the early development of Hyde Park. Routledge Street (now North Routledge Park) was named after Hyde Park’s founding family.

Contextual Values

The property at 1656 Hyde Park Road is of contextual value because of its important role in maintaining the village character of Hyde Park as a historic settlement area. The building located at property at 1656 Hyde Park Road is historically linked to the history

and development of Hyde Park. As a former farmhouse, is reflective of the rural village past of Hyde Park and is a physical link to the founding family of Hyde Park.

Heritage Attributes

Heritage attributes which support and contribute to the cultural heritage value or interest of this property include:

- Historical associations with the Routledge family, the founding family of Hyde Park, particularly Thomas Routledge and Robert Routledge;
- Form, scale, massing, and plan of the two-storey, buff brick building located on the property;
- Demonstration of the vernacular Italianate farmhouse style;
- Shallow, hipped roof with deep eaves, wood soffit, and paired brackets with relief scrollwork and pendant finials;
- Porch with chamfered wooden posts with capitals, fret work in the spandrels of the porch;
- Two-over-two wooden windows in segmental arched voids on the façade with brick voussoirs;
- Wooden louvered shutters with hardware flanking the windows; and,
- Wooden door and wooden screen door on the south entry off the porch.

SCHEDULE "D" – Photographs
Photographs



Image 1: View of the property at 1656 Hyde Park Road, looking west to the front (east) facade of the Routledge Farmhouse, August 26, 2022.



Image 2: View of the Routledge Farmhouse, showing the front (east) façade including verandah, August 26, 2022.



Image 3: View showing the existing double-hung wood windows, with wood shutters, as well as the deep eaves and paired brackets on the Routledge Farmhouse, August 26, 2022.



Image 4: View showing the chamfered posts with capitals and fretwork on the existing porch on the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 5: Photograph showing front entry door on the front (east) façade of the Routledge Farmhouse, August 26, 2022.



Image 6: Photograph showing the wooden door located at the south end of the porch entry door on of the Routledge Farmhouse, August 26, 2022.



Image 7: Detail showing the chamfered posts, capitals, and fretwork found on the porch on the Routledge Farmhouse, August 26, 2022.



Image 8: Photograph showing the front porch on the Routledge Farmhouse, August 26, 2022.



Image 9: Photograph looking north-west showing the south façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 10: Photograph looking north showing the south façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 11: Detail showing buff brick and existing wood sills on the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 12: Photograph looking north east showing the rear (west) façade at left and south façade at right, August 26, 2022.



Image 13: Detail showing deep eaves, wood soffit and paired brackets with relief scrollwork and pendant finials, on the Routledge Farmhouse, August 26, 2022.



Image 14: Photograph showing the rear (west) façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 15: Photograph showing the rear (west) façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 16: Photograph showing the rear (west) façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 17: Photograph looking south showing the north façade of the Routledge Farmhouse, August 26, 2022.



Image 18: Photograph looking south showing the north façade of the Routledge Farmhouse, August 26, 2022.

SCHEDULE "E" – Conservation Plan
Copy of Conservation Plan to be inserted.

SCHEDULE “F” – Eight Guiding Principles in the Conservation of Historic Properties

The following guiding principles, prepared by the Ministry of Tourism, Culture, and Sport (MTCS), are statements in the conservation of historical properties and are based on international charters that have been established over the past century. These principles provide the basis for all decisions concerning good practice in heritage conservation around the world. Principles explain the “why” of every conservation activity and apply to all heritage properties and their surroundings.

1. Respect for documentary evidence

Do not base restoration on conjecture. Conservation work should be based on historical documentation, such as historical photographs, drawings and physical evidence.

2. Respect for the original location

Do not move buildings unless there is no other means to save them. Site is an integral component of a building. Any change in site diminishes heritage value considerably.

3. Respect for historical material

Repair or conserve rather than replace building materials and finishes, except where absolutely necessary. Minimal intervention maintains the historical content of the resource.

4. Respect for original fabric

Repair with like materials to return the resource to its prior condition without altering its integrity.

5. Respect for the buildings history

Do not restore to one period at the expense of another. Do not destroy later additions to a house solely to restore to a single period of time.

6. Reversibility

Alterations should be able to be returned to original conditions. This conserves earlier building design and technique. For instance, when a new door opening is put in a stone wall, the original stone are numbered, removed and stored, allowing for future restoration.

7. Legibility

New work should be distinguishable from old. Building should be recognized as products of their own time, and new additions should not blur the distinction between old and new.

8. Maintenance

With continuous care, future restoration will not be necessary. With regular upkeep, major conservation projects and their high costs can be avoided.

SCHEDULE "G" – Financial Securities
Details for Financial Securities to be inserted.

Bill No. 54
2023

By-law No. A.- _____ - _____

A by-law respecting the 2020 – 2023 Multi-Year Tax Supported Operating and Capital Budget for The Corporation of the City of London.

WHEREAS section 291(1) of the *Municipal Act, 2001* provides that a municipality may prepare and adopt a budget covering a period of two to five years in the first year to which the budget applies or in the year immediately preceding the first year to which the budget applies;

AND WHEREAS the Municipal Council has deemed it appropriate to establish a multi-year budget for The Corporation of the City of London for the period 2020 – 2023;

AND WHEREAS the Municipal Council shall, in accordance with sections 291(4) and 291(5) of the *Municipal Act, 2001*, for the second and each subsequent year to which the multi-year budget applies:

- (a) review the budget for that year;
- (b) make such changes as are required for the purpose of making the provisions of the budget for that year comply with the requirements of section 289, except clause 289(4)(b), or section 290, except clause 290(4)(b) of the *Municipal Act, 2001*, as the case may be; and
- (c) readopt the budget for that year and for subsequent years to which the budget applies;

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

1. The Municipal Council of The Corporation of the City of London adopts a budget covering the year 2023 in accordance with the actions of the Municipal Council at its meeting held on the 14th day of February, 2023, with respect to the recommendations contained in the 3rd Report of the Strategic Priorities and Policy Committee pertaining to the 2020-2023 Multi-Year Tax Supported Operating and Capital Budget and in respect of each motion, resolution and other action passed and taken by the Municipal Council at its said meeting in relation thereto are, except where the prior approval of the Local Planning Appeal Tribunal is required, hereby adopted, ratified and confirmed as the budget for the year 2023.
2. Subject to the approval of the Local Planning Appeal Tribunal where required, authorization is hereby given to initiating and proceeding with each project identified in the said Budget; and the Mayor and the Civic Administration are hereby authorized and directed to do all things necessary in that regard and to obtain approvals where required and, except where otherwise provided, the Mayor and the proper officers of the Corporation are hereby directed to execute all documents necessary under the City's Corporate Seal in that behalf.
3. The authorization and direction under section 2 of this by-law applies with the necessary modification to every motion, resolution, by-law or other action passed or taken by the Municipal Council at any subsequent meeting in relation to any project mentioned in section 2 of this by-law.

4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Bill No. 55
2023

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Creekview Subdivision –
Phase 2; 33M-729)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in Creekview Subdivision – Phase 2; 33M-729;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

Creekview Subdivision – Phase 2; 33M-729
Landea Developments Inc.

Medway Park Drive – All;
Silverfox Drive – All;
Tokala Trail – All;
Block 114 & 115 - Walkways

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law is for the period from January 16, 2023 to January 16,
2024.

3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Bill No. 56
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, east of White Oak 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 widening to Southdale Road East, east of White Oak Road, namely:

“Part of Lot 30, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21312.”

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

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

LOCATION MAP



Bill No. 57
2023

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 Mornington Avenue, east of Glasgow Street).

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 Mornington Avenue, east of Glasgow Street, namely:

“Part of Lots 9 and 10, Registered Plan No. 466 in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21364.”

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

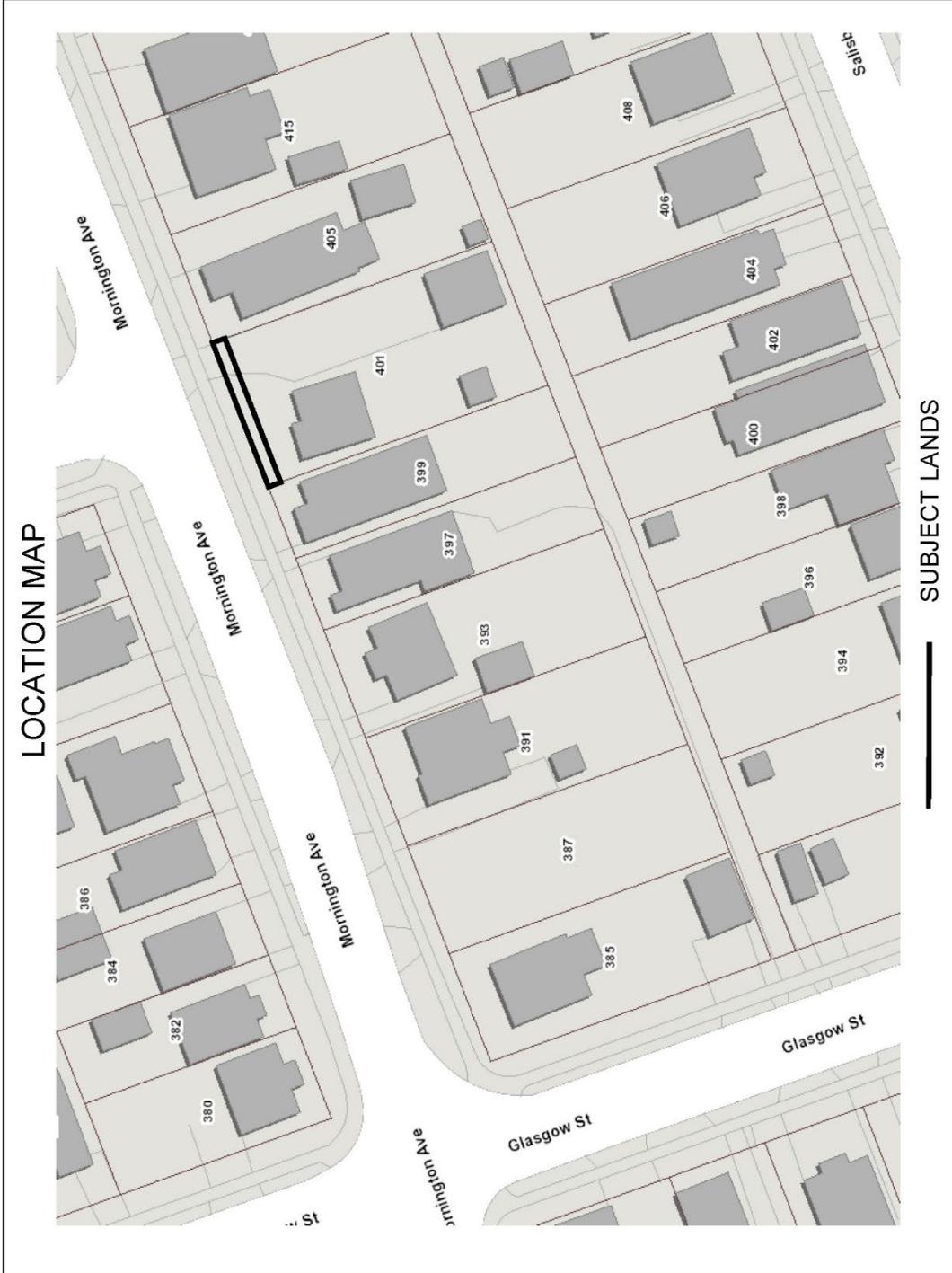
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Location Map



Bill No. 58
2023

By-law No. S.-____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, west of Adelaide Street South)

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 Southdale Road East, west of Adelaide Street South, namely:

“Part of Block A, Registered Plan No. 971 in the City of London and County of Middlesex, designated as Parts 1, 2, 3, 4 and 5 on Reference Plan 33R-21212”

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

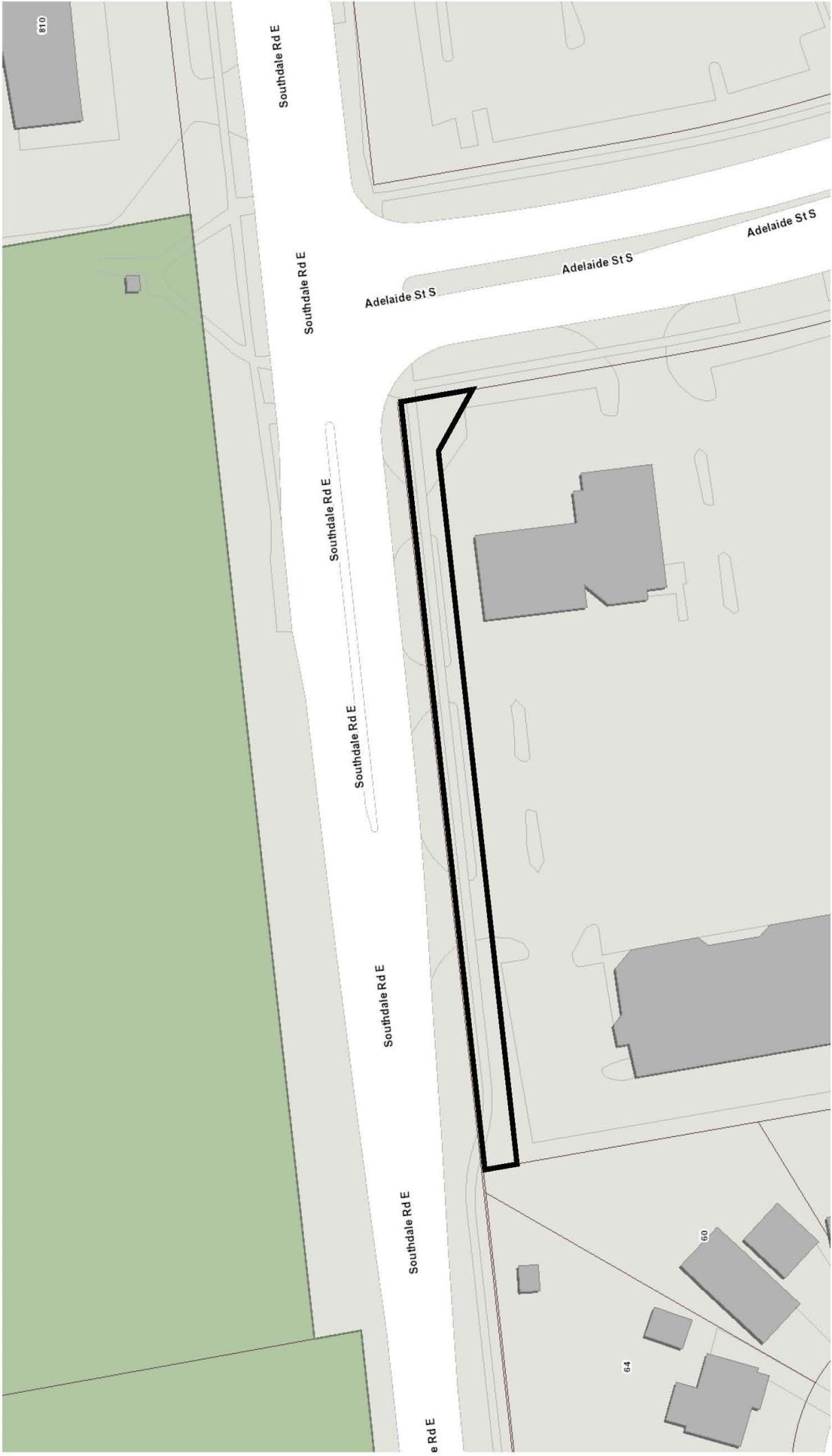
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 59
2023

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 East, west of Quebec Street)

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 East, west of Quebec Street, namely:

“Part of Lots 7, 8 and 9, Registered Plan No. 423 in the City of London and County of Middlesex, designated as Parts 2 and 3 on Reference Plan 33R-21334.”

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

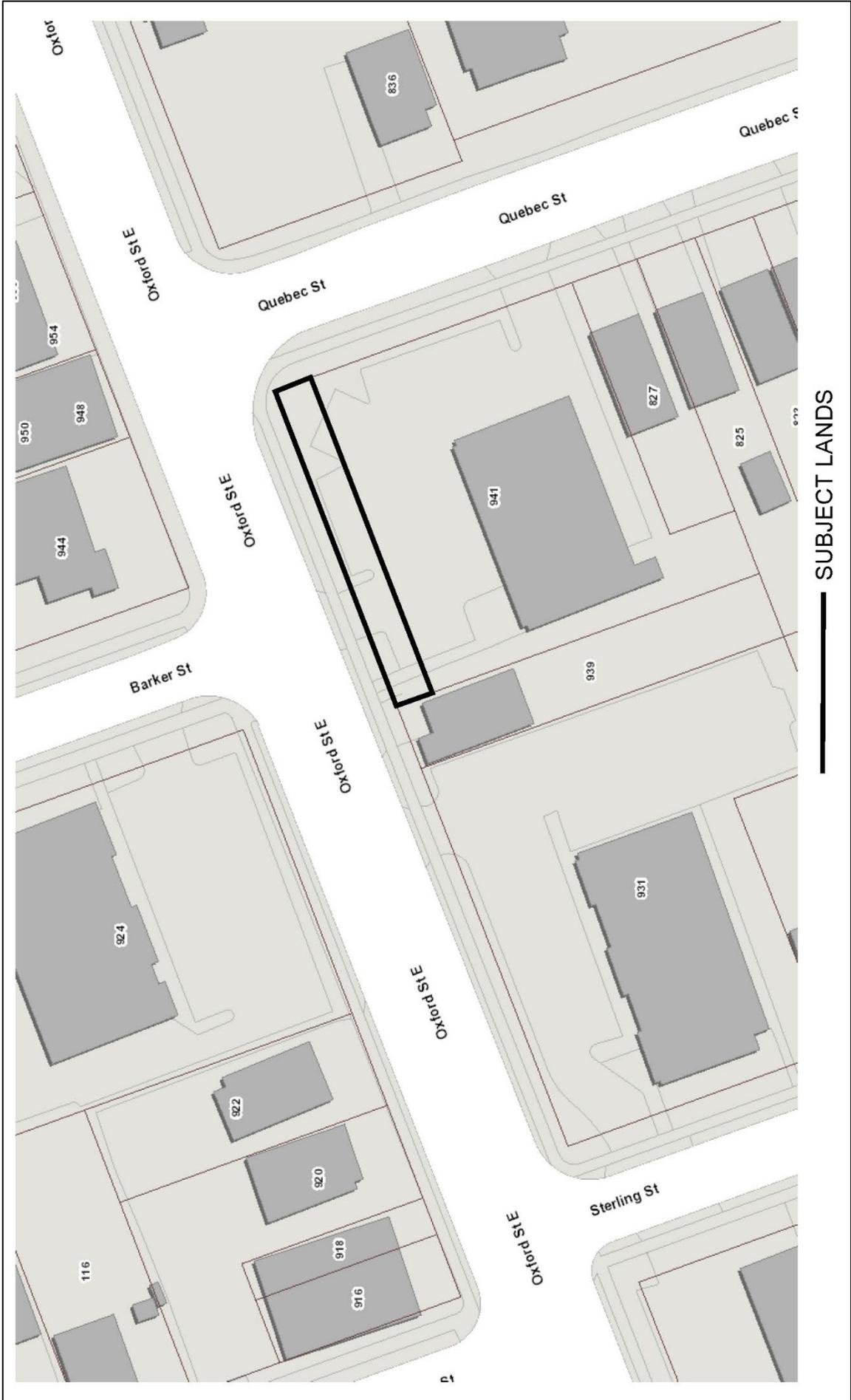
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Location Map



Bill No. 60
2023

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 Fanshawe Park Road East, west of Stackhouse Avenue; and as widening to Stackhouse Avenue, north of Fanshawe Park Road East).

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 Fanshawe Park Road East, west of Stackhouse Avenue, namely:

“Part of Lot 10, Concession 5, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Parts 6 and 7 on Reference Plan 33R-15342;” and

“Part of Lot 10, Concession 5, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21035;” and

“Part of Lot 10, Concession 5, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21035”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Stackhouse Avenue, north of Fanshawe Park Road East, namely:

“Part of Lot 10, Concession 5, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21258.”

3. This by-law comes into force and effect on the day it is passed.

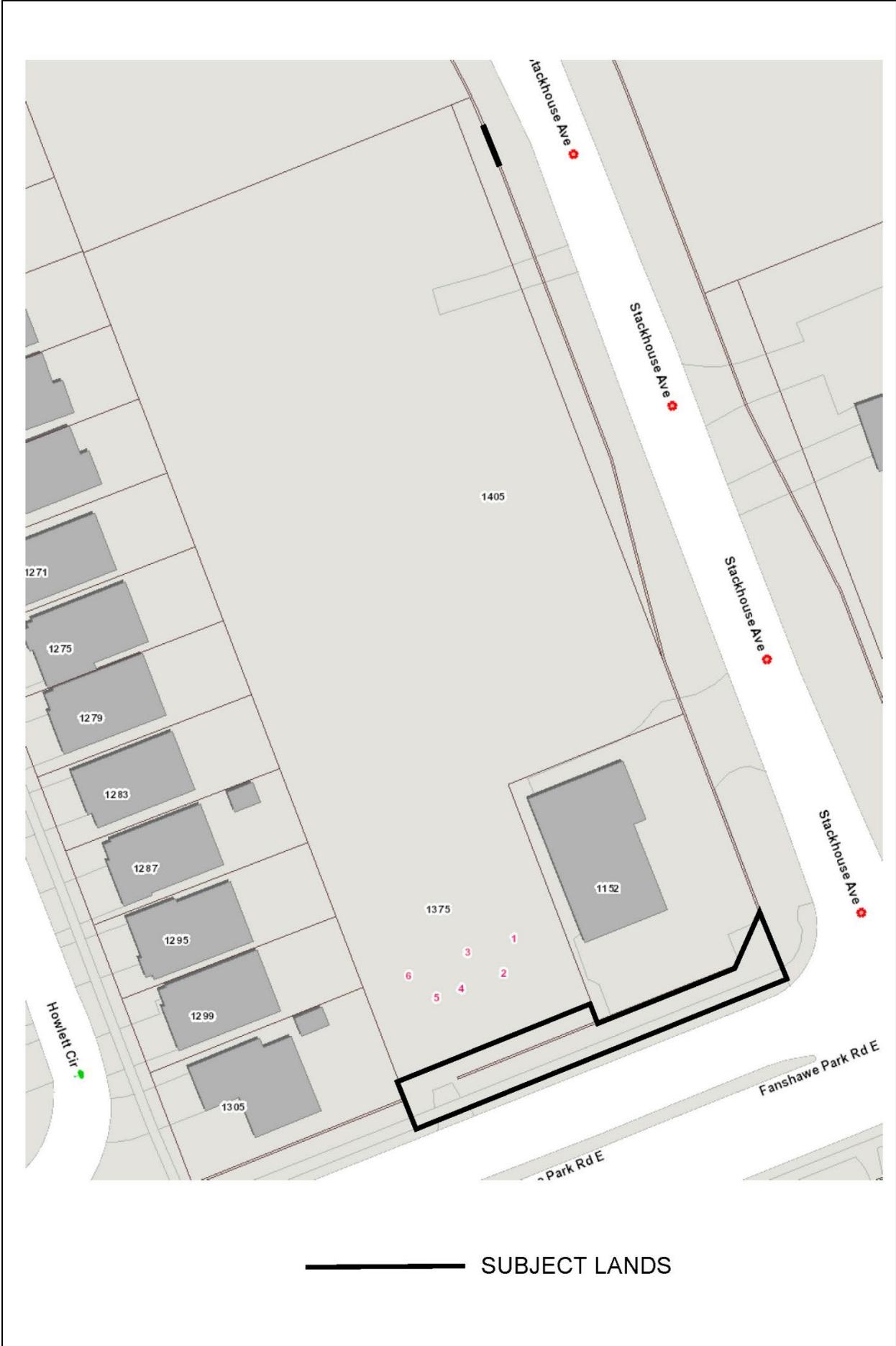
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Location Map



Bill No. 61
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dingman Drive, west and east of Wellington Road South)

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 Dingman Drive, west and east of Wellington Road South, namely:
 1. Part of Lot 17, Concession 4, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER1461458.
 2. Part of Lot 17, Concession 4, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-20902.
 3. Part of Lot 16, Concession 4, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-20902.
 4. Part of Lot 16, Concession 4, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 4, 5 and 6 on Reference Plan 33R-20902.
 5. Part of Lot 15, Concession 4, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 7 on Reference Plan 33R-20902.
 6. Part of Lot 15, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 8 on Reference Plan 33R-20902.
 7. Part of Lot 16, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER1461442.

8. Part of Lot 16, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 10, 11, 12 and 13 on Reference Plan 33R-20902.
 9. Part of Lot 16, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 14 on Reference Plan 33R-20902.
 10. Part of Lot 16, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-351.
 11. Part of Lot 17, Concession 3, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 15 on Reference Plan 33R-20902.
2. This by-law comes into force and effect on the day it is passed.

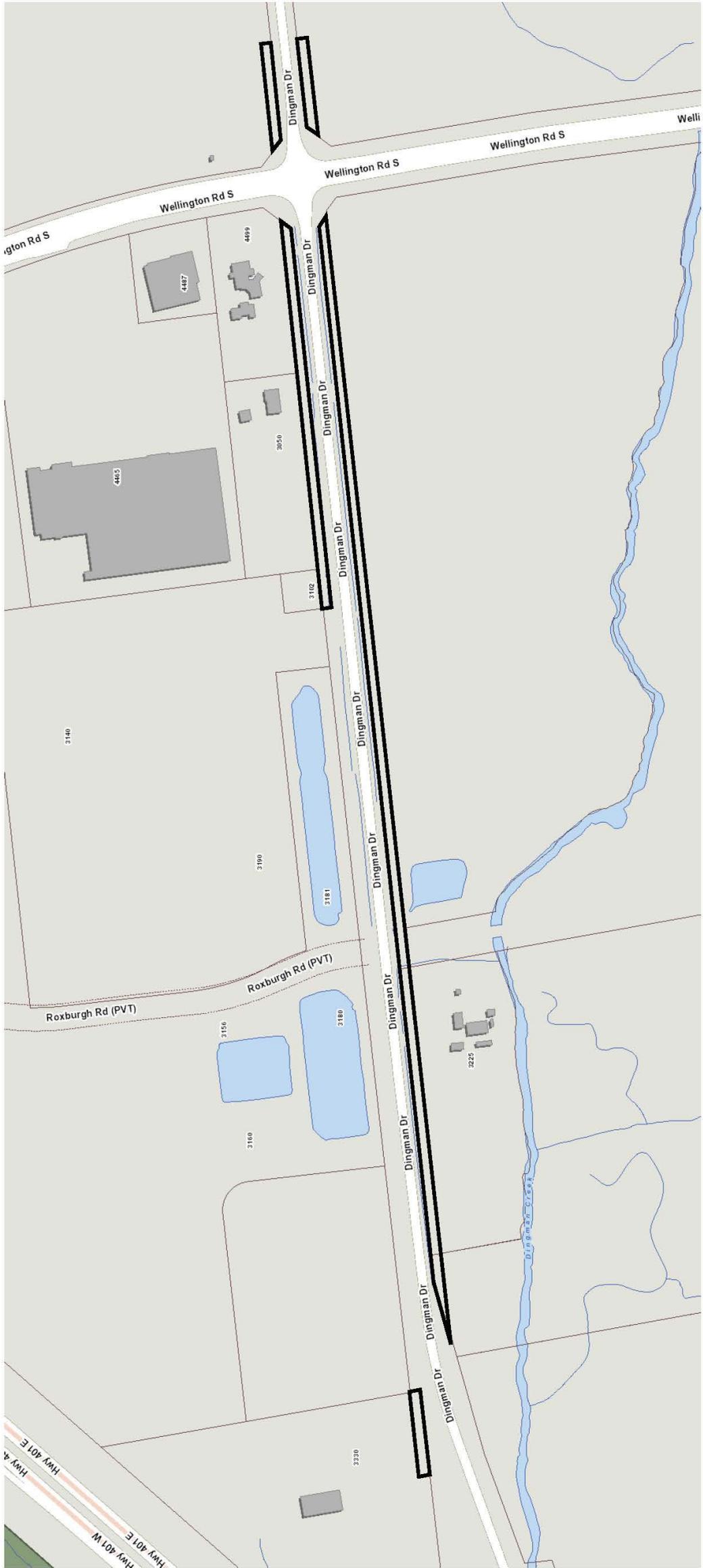
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 62
2023

By-law No. W.-_____ - ____

A by-law to authorize the East London Link –
Construction Rapid Transit. (Project No.
RT1430-3A)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “East London Link – Construction Rapid Transit. (Project No. RT1430-3A)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$9,000,000.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Bill No. 63
2023

By-law No. W.-_____ - ____

A by-law to authorize the Conventional Transit
(Growth) PTIS project. (Project No. MU1176)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “Conventional Transit (Growth) PTIS project. (Project No. MU1176)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$1,821,125.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Bill No. 64
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1555 Glenora Drive

WHEREAS Glenora Management Ltd. has applied to rezone an area of land located at 1555 Glenora Drive, 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 the lands located at 1555 Glenora Drive, as shown on the attached map comprising part of Key Map No. A103, from an Office (OF3) Zone to an Office (OF5) Zone.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

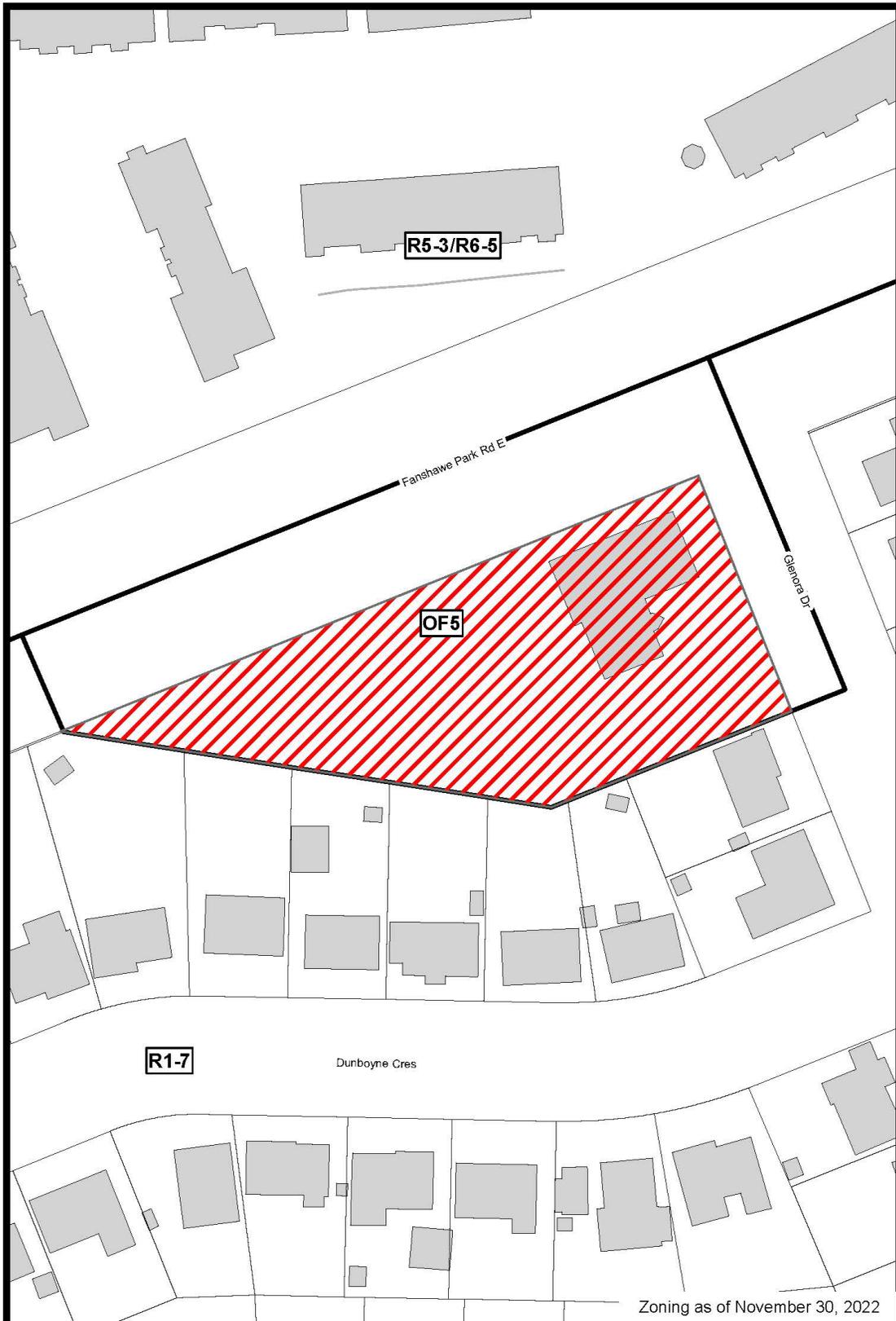
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

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



File Number: Z-9543
Planner: BH
Date Prepared: 2022/12/14
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 65
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 761 Fanshawe Park Road West.

WHEREAS 1413045 Ontario Inc. has applied to rezone an area of land located at 761 Fanshawe Park Road West, 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 761 Fanshawe Park Road West, as shown on the attached map comprising part of Key Map No. A101, from a Convenience Commercial Special Provision (CC5(3)) Zone to a Neighbourhood Shopping Area Special Provision (NSA3(_)) Zone.
- 2) Section Number 23.4 of the Zone is amended by adding the following Special Provision:
 -) NSA3(_) 761 Fanshawe Park Road West
 - a) Additional Permitted Uses:
 - i) Commercial recreational establishments
 - ii) Home Furnishing Store
 - b) Regulations
 - i) Lot Frontage (Minimum) 34.0 metres (111.5 feet)
 - ii) Gross floor area, food stores (Maximum) 500m²
 - iii) Gross floor area, all other uses (Maximum) 1000m²

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

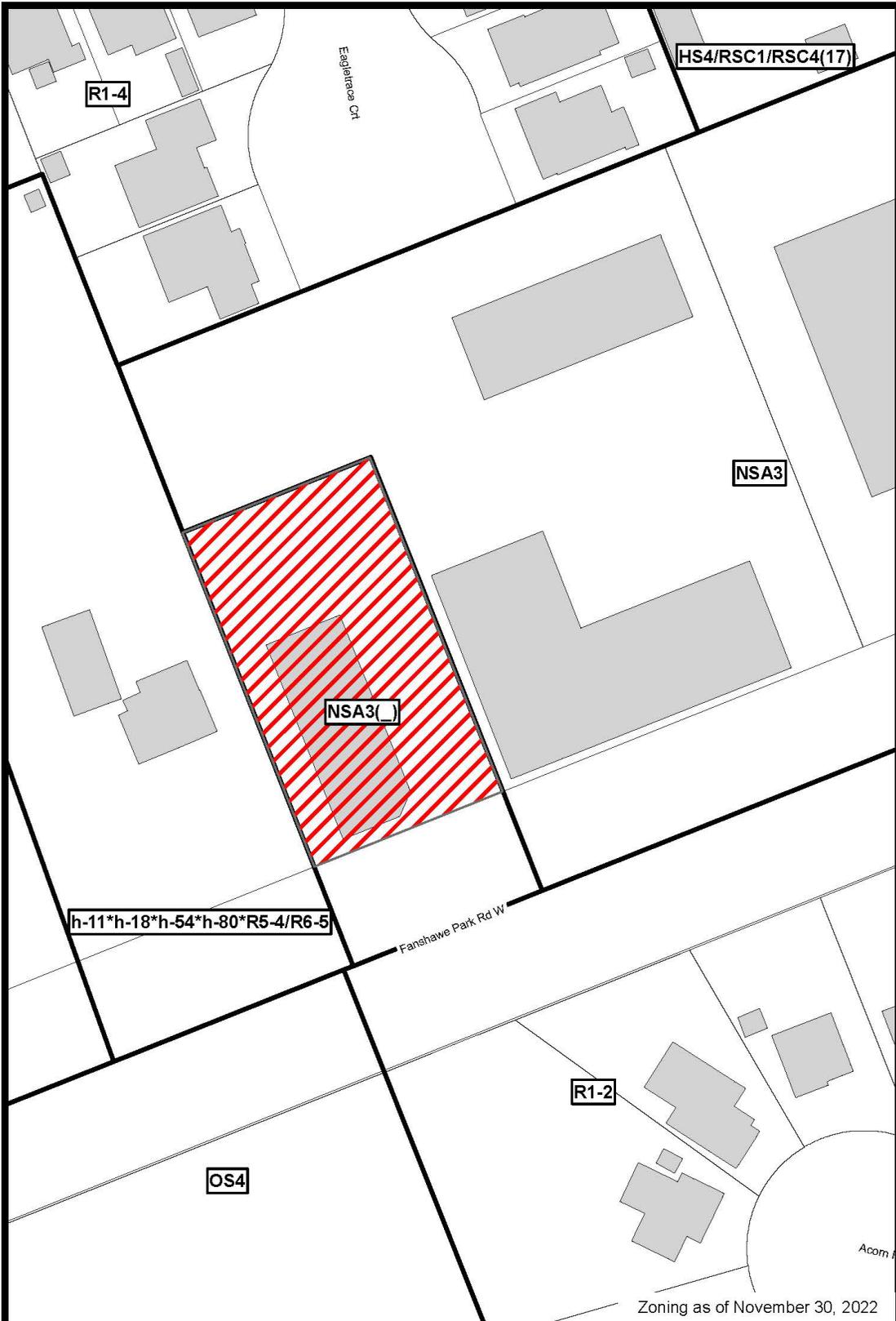
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

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



<p>File Number: Z-9554 Planner: OA Date Prepared: 2022/12/19 Technician: JI By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:800</p> <p>0 4 8 16 24 32 Meters</p> 
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Geodatabase

Bill No. 66
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 489 Upper Queen Street.

WHEREAS Siv-ik Planning & Design Inc. has applied to rezone an area of land located at 489 Upper Queen 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 489 Upper Queen Street, as shown on the attached map comprising part of Key Map No. A107, FROM a Residential (R1-9) Zone TO a Residential (R5-7(_)) Special Provision Zone.

2) Section Number 9.4 of the Residential (R5-7) Zone is amended by adding the following Special Provisions:

) R5-7() 489 Upper Queen Street

a) Permitted Uses

i) Cluster Townhouse Dwellings

b) Regulations

- | | |
|---|--|
| i) Front Yard Depth (Minimum) | 4.0 metres |
| ii) Rear Yard Depth (Minimum) | 1.0 metre per 1.0 metre of main building height or fraction thereof but in no case less than 6.0 metres |
| iii) North Interior Yard Depth (Minimum) | 1.8 metres when the end wall of a unit contains no windows to habitable rooms, or 6.0 metres when the wall of a unit contains windows to habitable rooms |
| iv) South Interior Yard Depth (Minimum) | 10 metres |
| v) Height (Maximum) | 9.5 metres |
| vi) Density (Maximum) | 36 uph |
| vii) No garages shall be permitted on the street-facing elevation of any building(s) located directly adjacent to Upper Queen Street. | |

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

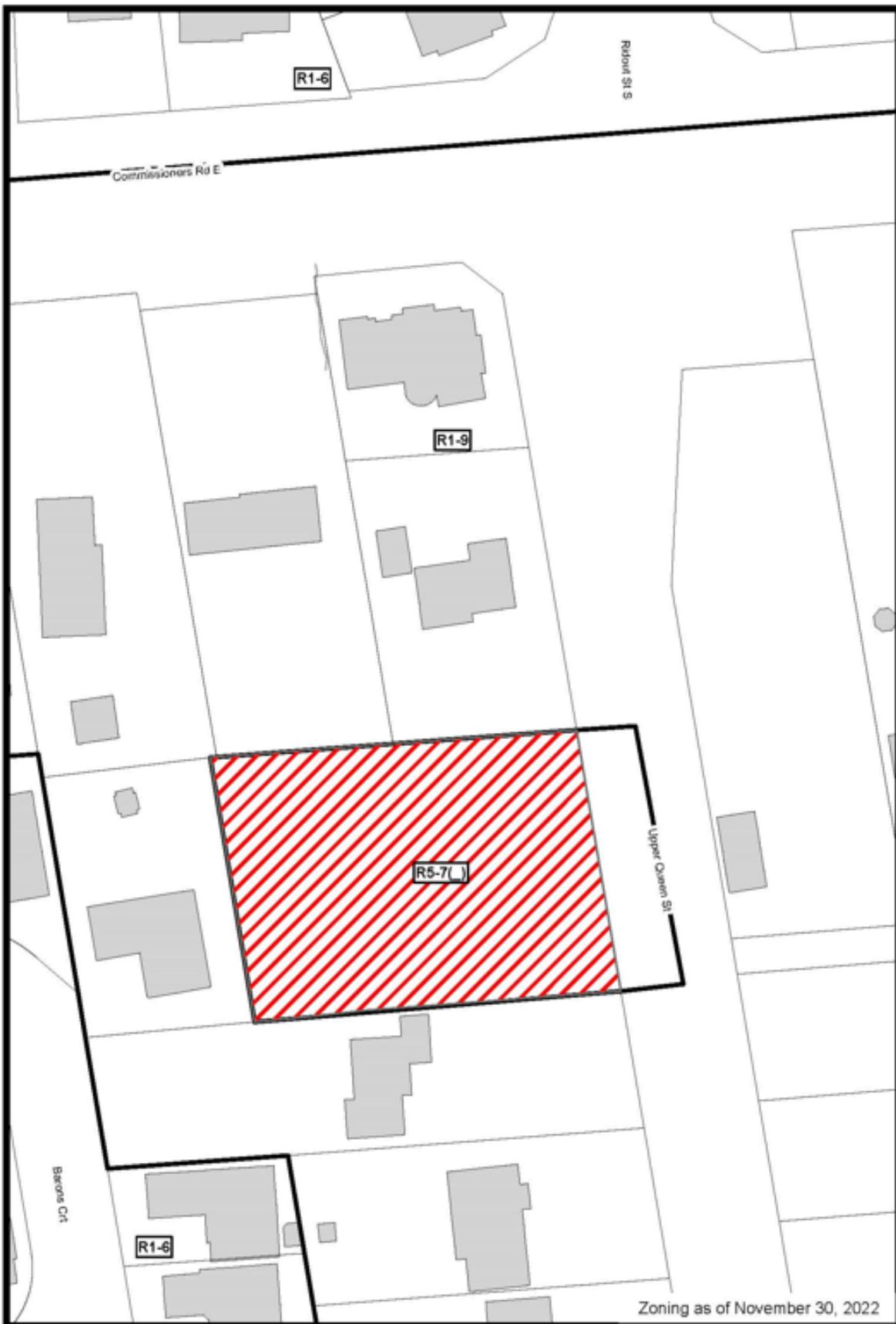
PASSED in Open Council on February 14, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

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



File Number: Z-9540

Planner: AS

Date Prepared: 2022/12/16

Technician: JI

By-Law No: Z-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 67
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 608 Commissioners Road West.

WHEREAS Copia Developments has applied to rezone an area of land located at 608 Commissioners Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable the lands located at 608 Commissioners Road West, as shown on the attached map comprising part of Key Map No.(A106), from a Residential R1 (R1-9) Zone **TO** a Residential R8 Special Provision (R8-4(_)) Zone.
- 2) Section Number 12.4 of the Residential (R8-4) Zone is amended by adding the following Special Provision:
 -) R8-4(_) 608 Commissioners Road West
 - a) Regulations
 - i) Height 22.0 metres
(Maximum)
 - ii) Density 215 Units per hectare (uph)
(Maximum)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

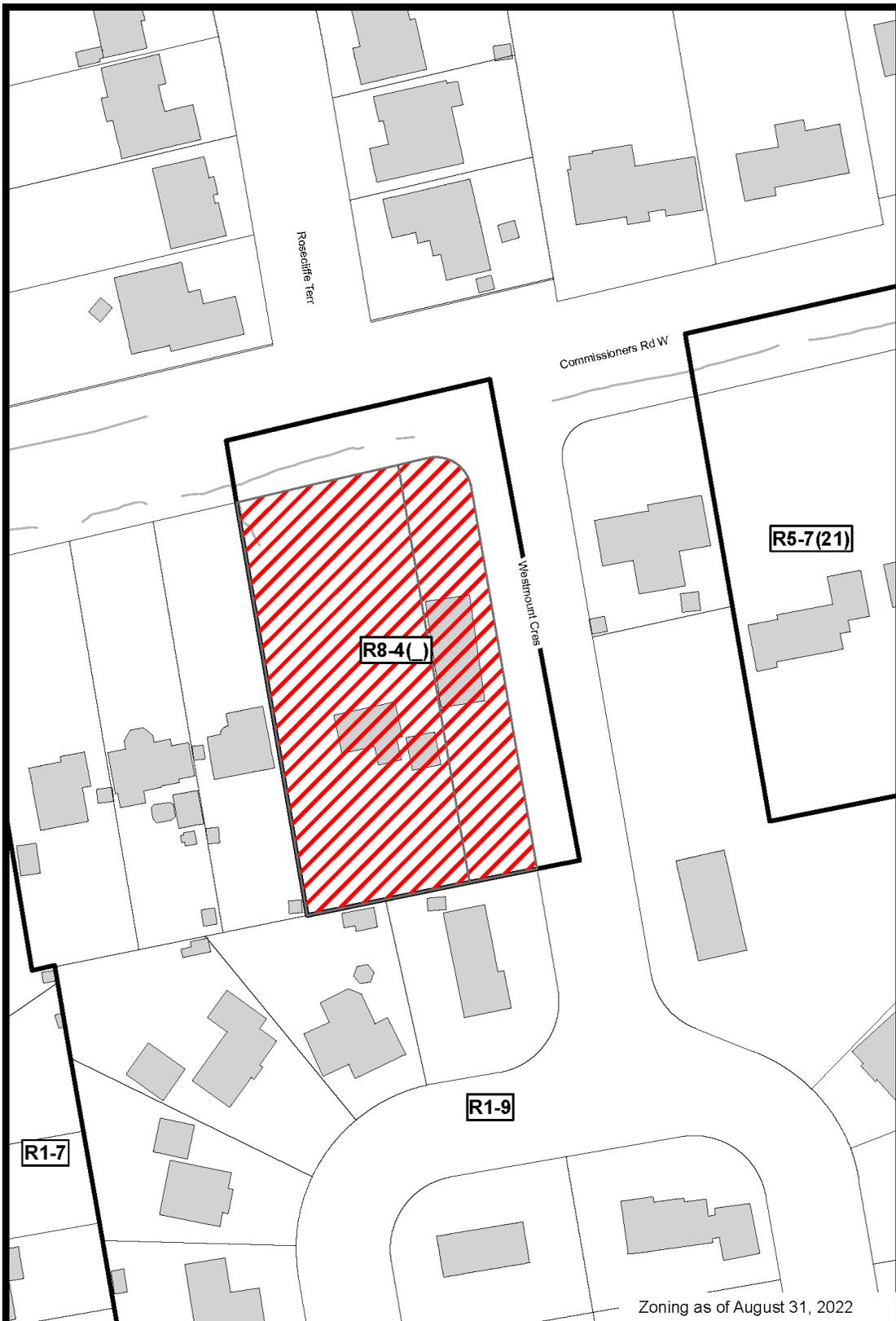
PASSED in Open Council on February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

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



File Number: Z-9516
Planner: AR
Date Prepared: 2022/10/25
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:1,000

0 5 10 20 30 40 Meters



Geodatabase