



# Council Agenda

6th Meeting of City Council

March 7, 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](mailto:councilagenda@london.ca) or 519-661-2489 ext. 2425.

Pages

**1. Disclosures of Pecuniary Interest**

**2. Recognitions**

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

**4. Council, In Closed Session**

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

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

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

**5.1 5th Meeting held on February 14, 2023**

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**6. Communications and Petitions**

**6.1 Hyde Park Business Improvement Area - Community Improvement Plans**

(Refer to the Planning and Environment Committee Stage for Consideration with Item #13 (4.2) of the 4th Report of the Planning and Environment Committee)

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2.	(2.1) 3rd Report of the Environmental Stewardship and Action Community Advisory Committee	
3.	(2.2) RFT-2022-311 Dedicated Locate Services Contract Award - Irregular Result	
4.	(2.3) Electric Kick-Scooter and Cargo Power-assisted Bicycle Pilot Project By-law and By-law Amendments (Relates to Bill No.'s 82, 83, 84, 88, 89)	
5.	(2.4) Results of the 2022 Bike Share Request for Proposal Process and Next Steps	
6.	(2.5) 2022 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System	
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8.	(2.7) 2022 Administrative Amendments to the Traffic and Parking By-law (Relates to Bill No. 86)	
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5. (4.3) Developing Council's 2023-2027 Strategic Plan: Draft Metrics
6. (4.4) Consideration of Appointment to the London and Middlesex Community Housing
7. (4.5) Consideration of Appointment to the Committee of Adjustment
8. (4.6) 2nd Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

8.3 4th Report of the Planning and Environment Committee

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1. (1.1) Disclosures of Pecuniary Interest
2. (2.1) Building Division Monthly Report - November 2022
3. (2.2) Building Division Monthly Report - December 2022
4. (2.3) 3rd Report of the Community Advisory Committee on Planning
5. (2.4) 3095 and 3105 Bostwick Road - Talbot Village Subdivision Phase 7 - Special Provisions (39T-21502\_7)
6. (2.5) 1602 Sunningdale Road West - Three Year Extension and Redline Revisions (39T-11503)
7. (2.6) 2022 Annual Development Report
8. (2.7) 54 Duchess Avenue - Heritage Alteration Permit Application (HAP23-001-L)
9. (2.9) London Plan Comprehensive Review - Preliminary Approach and Timeline
10. (2.8) 864 Hellmuth Avenue - Heritage Alteration Permit Application (HAP22-081-L)
11. (3.1) 1930-1940 Oxford Street East (Z-9571) (Relates to Bill No. 93)
12. (4.1) Arva Sanitary Servicing Agreement
13. (4.2) Hyde Park Business Improvement Association - Community Improvement Plans

8.4 4th Report of the Corporate Services Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Amendment to the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund By-law and the Investment in Affordable Housing Program (2014 Extension) Agreement By-law (Relates to Bill No.'s 74 and 75)
3. (2.2) Appointment of Hearings Officers to Conduct Hearings

under Various City of London By-laws (Relates to Bill No. 76)

4. (2.3) Contract Award: Tender No. RFT-2022-247 - Solarwinds Orion Network Performance Monitoring System Licensing, Warranty and Technical Support Services – Irregular Result
5. (2.4) SS22-284 Single Source Personal Computing and Services (Relates to Bill No. 77)
6. (2.5) Cemetery Assumption - Scottsville Cemetery and North Street United Church Cemetery
7. (2.6) Licence Amending Agreement - Heritage London Foundation - Elsie Perrin Williams Estate 101-137 Windermere Road (Relates to Bill No. 78)
8. (2.7) Single Source Procurement SS-2023-031: Cognos Modernization Phase Two
9. (2.9) 2023 Accessibility Compliance Report
10. (2.8) 2023 Tax Policy Expectations
11. (4.1) Application - Issuance of Proclamation - International Francophonie Day
12. (4.2) Application - Issuance of Proclamation - Save Soil Day
13. (4.3) Application - Issuance of Proclamation - Trans Day of Visibility

8.5 4th Report of the Community and Protective Services Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) 3rd Report of the Animal Welfare Community Advisory Committee
3. (2.2) Housing Stability Services - Contract Amendment
4. (2.3) Property Standards Related Demolition (relates to Bill No. 79)
5. (2.4) Fence By-law (PS-6) Housekeeping Amendments (Relates to Bill No. 85)
6. (2.5) Tow Truck Business and Impound Yard Provincial Regulations Update
7. (2.6) Kinsmen Recreation Centre Contribution Agreement (Relates to Bill No. 80)
8. (2.7) SS-2023-037 - London Fire Department Single Source Request for Engine and Aerials
9. (2.8) Request for Proposal 2022-308 - Design, Supply and Installation of Typical Playground Equipment for Multiple Parks
10. (2.9) Request for Proposal 2022-306 - Hyde Park Village Green Natural Playground Equipment and Rubber Safety Surfacing - Irregular Result

11.	(2.10) Strategic Priorities Infrastructure Fund for Foxfield District Park - Transfer Payment Agreement (Relates to Bill No. 81)	
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1.	(1.1) Disclosures of Pecuniary Interest	
2.	(1.2) Election of Vice Chair for the term ending November 30, 2023	
3.	(4.1) Audit Committee High Level Overview	
4.	(4.2) Audit Planning Report for the Year Ending December 31, 2022	
5.	(4.3) London Downtown Closed Circuit Television Program for the Year Ending December 31, 2022	
6.	(4.4) Internal Audit Follow Up Activities Dashboard	
7.	(4.5) Briefing Note from Internal Auditor	
8.	(4.6) Neighbourhood Decision Making Program Value for Money (VfM) Audit	
<b>9.</b>	<b>Added Reports</b>	
9.1	5th Report of Council in Closed Session	
<b>10.</b>	<b>Deferred Matters</b>	
<b>11.</b>	<b>Enquiries</b>	
<b>12.</b>	<b>Emergent Motions</b>	
<b>13.</b>	<b>By-laws</b>	
	By-laws to be read a first, second and third time:	
13.1	Bill No. 73 By-law No. A.- _____ - _____	189
	A by-law to confirm the proceedings of the Council Meeting held on the 7th day of March 2023. (City Clerk)	
13.2	Bill No. 74 By-law No. A.-7431(____)-____	190
	A bylaw to amend By-law No. A.-7431-196, being “a by-law to approve the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) with the Minister of Housing and to authorize the Mayor and the City Clerk to execute the Agreement.” (2.1a/4/CSC)	
13.3	Bill No. 75 By-law No. A.-7181(____)-____	191
	A by-law to amend By-law No. A.-7181-333, being “a by-law to approve an agreement between The Corporation of the City of London (the City) and the Minister of Municipal Affairs and Housing for the City to administer the Investment in Affordable Housing Program (2014 Extension); and to authorize the Mayor and the City Clerk to execute the agreement.” (2.1b/4/CSC)	
13.4	Bill No. 76 By-law No. A.- _____ - _____	192

	A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”. (2.2/4/CSC)	
13.5	Bill No. 77 By-law No. A.- _____ - _____  A by-law to approve the Master Agreement Adoption Agreement to the Master Agreement between The Corporation of the City of London and CompuCom Canada Co.; and to authorize the Mayor and City Clerk to execute the Master Agreement Adoption Agreement. (2.4c/4/CSC)	193
13.6	Bill No. 78 By-law No. A.- _____ - _____  A by-law to authorize and approve a Licence Amending Agreement between Heritage London Foundation and the City, covering the licensed use of the City owned property at 101-137 Windermere Road, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (2.6/4/CSC)	197
13.7	Bill No. 79 By-law No. A.- _____ - _____  A by-law to approve the potential demolition of vacant buildings at 929 Cheapside Street and 176 Piccadilly Street under the Property Standards provisions of the Building Code Act. (2.3/4/CPSC)	200
13.8	Bill No. 80 By-law No. A.- _____ - _____  A by-law to approve and authorize the execution of the Green and Inclusive Community Buildings Program Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities and The Corporation of the City of London (2.6/4/CPSC)	202
13.9	Bill No. 81 By-law No. A.- _____ - _____  A by-law to approve and authorize the execution of the Transfer Payment Agreement between His Majesty the King in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London for the provision of funding under the Strategic Priorities Infrastructure Fund. (2.10/4/CPSC)	237
13.10	Bill No. 82 By-law No. A.- _____ - _____  A by-law to establish a Pilot Project for Electric Kick-Scooters and for Cargo Power-Assisted Bicycles, for use on highways and bicycle lanes, (not sidewalks) in the City of London. (2.3a/4/CWC)	290
13.11	Bill No. 83 By-law No. A-54-23 _____  A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to designate the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law. (2.3e/4/CWC)	302
13.12	Bill No. 84 By-law No. PR-2-23 _____  A by-law to amend By-law No. PR-2, entitled “A by-law relating to the use, protection and regulation of Public Parks and Recreation Areas in the City of London” (2.3d/4/CWC)	304

13.13	Bill No. 85 By-law No. PS-6-23_____	307
	A by-law to amend the Fence By-law PS-6 to edit and add sections to the By-law. (2.4/4/CPSC)	
13.14	Bill No. 86 By-law No. PS-114-23_____	308
	A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.7/4/CWC)	
13.15	Bill No. 87 By-law No. PS-114-23_____	314
	A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.8/4/CWC)	
13.16	Bill No. 88 By-law No. PS-114-23_____	320
	A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.3b/4/CWC)	
13.17	Bill No. 89 By-law No. S-1-23_____	322
	A by-law to amend By-law No. S-1, entitled “A by-law to provide for the Regulation of Streets”. (2.3c/4/CWC)	
13.18	Bill No. 90 By-law No. S.- _____ - ____	326
	A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Victory Court. (Chief Surveyor – pursuant to the Huron Industrial C1 Lands development)	
13.19	Bill No. 91 By-law No. S.- _____ - ____	328
	A by-law to assume certain works and services in the City of London. (Sunningdale West Subdivision – Phase 2; 33M-782) (Deputy City Manager, Environment & Infrastructure)	
13.20	Bill No. 92 By-law No. W.- _____ - ____	330
	A by-law to authorize Project RT1430-1B - Wellington Gateway – Land Rapid Transit. (4/4/CCS)	
13.21	Bill No. 93 By-law No. Z.-1-23_____	331
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1930 & 1940 Oxford Street East. (3.1/4/PEC)	

**14. Adjournment**



## Council Minutes

5th Meeting of City Council  
February 14, 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. Peloza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, S. Mathers, H. McNeely, K. Scherr, M. Schulthess, C. Smith, J. Taylor, K. Van Lammeren, B. Westlake-Power

Remote attendance: B. Card, I. Collins, K. Clarke, C. Cooper, J. Davies, A. Dunbar, M. Galczynski, M. Goldrup, J. Millman, J. Millson, K. Murray, B. Warner

The meeting is called to order at 1:04 PM; it being noted that Councillor S. Hillier was in remote attendance.

### 1. Disclosures of Pecuniary Interest

Councillor P. Van Meerbergen discloses a pecuniary interest in item 3, clause 4.1 b.), of the 8th Report of Strategic Priorities and Policy Committee, having to do with the Operating Budget Business Case #P-2 b, Ontario Works and Children's Services, specific to the Children's Services portion, by indicating that his wife owns and operates a day care.

### 2. Recognitions

None.

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

None.

### 4. Council, In Closed Session

Motion made by: P. Cuddy

Seconded by: S. Stevenson

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

#### 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 /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 land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/3/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, Procedure, Criteria or Instruction to be Applied to any Negotiations

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

#### 4.7 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. (6.6/3/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)

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)**

The Council convenes In Closed Session, from 1:24 PM to 1:45 PM.

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

Motion made by: P. Van Meerbergen  
Seconded by: C. Rahman

That the Minutes of the 4th Meeting of the Municipal Council, held on January 24, 2023, 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)**

**6. Communications and Petitions**

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

That the Communications related to the following, BE RECEIVED and BE REFERRED as noted on the Added Council Agenda:

- 6.1 Exotic Animal Establishments;
- 6.2 Whitehills Neighbourhood Connectivity Plan;
- 6.3 Operating Budget;
- 6.4 489 Upper Queen Street; and,
- 6.5 608 Commissioners Road West.

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)**

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

None.

**8. Reports**

- 8.1 3rd Report of the Community and Protective Services Committee

Motion made by: E. Pelozo

That the items 1 to 9 (2.8) of 3rd 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. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

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

Motion made by: E. Pelozza

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

**Motion Passed**

3. (2.2) Next Generation 9-1-1 Authority Service Agreement with Bell Canada (Relates to Bill No. 50)

Motion made by: E. Pelozza

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**

4. (2.3) Building Safer Communities Fund (BSCF) Contribution Agreement (Relates to Bill No. 51)

Motion made by: E. Pelozza

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**

5. (2.4) Parks and Recreation Master Plan Annual Report

Motion made by: E. Pelosa

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**

6. (2.5) Permanent City of London Indigenous Artwork Collection Source of Financing

Motion made by: E. Pelosa

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**

7. (2.6) London Fire Department Single Source Call Handling Software

Motion made by: E. Pelosa

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**

8. (2.7) London Fire Department Single Source for Battery Operated Extrication Equipment - SS-2023-008

Motion made by: E. Pelosa

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**

9. (2.8) London Fire Department Single Source Stabilization Rescue Struts - SS-2023-009

Motion made by: E. Pelosa

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**

10. (2.9) Housing Stability Services Purchase of Service Agreement Template (Relates to Bill No. 52)

Motion made by: E. Pelosa

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)

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

Nays: (1): S. Stevenson

**Motion Passed (14 to 1)**

11. (4.1) Exotic Animal Establishments

Motion made by: S. Stevenson

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: (6): P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, and S. Hillier

Nays: (9): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

**Motion Failed (6 to 9)**

8.2 3rd Report of the Civic Works Committee

Motion made by: C. Rahman

That the 3rd Report of the Civic Works Committee BE APPROVED, excluding item 6 (2.5).

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: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 2nd Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

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**

3. (2.2) Consultant Contract Services Increase for the Stanton Drain Trunk Sewer Replacement Project

Motion made by: C. Rahman

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**

4. (2.3) 2022 External Audit of London's Drinking Water Quality Management System and 2022 Management Review

Motion made by: C. Rahman

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**



5. (2.4) 2022 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

Motion made by: C. Rahman

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**

7. (2.6) RFP-2022-279 Public Utility Locate Service Contract Award - Irregular Result

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 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**

8. (2.7) SS-2023-026 - Single Source Purchase of Ravo Street Sweepers

Motion made by: C. Rahman

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**

9. (3.1) Glen Cairn Neighbourhood Connectivity Plan

Motion made by: C. Rahman

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)

**Motion Passed**

10. (3.2) Grenfell Neighbourhood Connectivity Plan

Motion made by: C. Rahman

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)

**Motion Passed**

11. (3.3) Whitehills Neighbourhood Connectivity Plan

Motion made by: C. Rahman

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)

**Motion Passed**

12. (4.1) New Sidewalk Project List 2023

Motion made by: C. Rahman

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)

**Motion Passed**

13. (4.2) J. Preston, London Transit Commission Specialized Transit for Disabled Londoners

Motion made by: C. Rahman

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)

**Motion Passed**

14. (5.1) 2nd Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

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

**Motion Passed**

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

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 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: (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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

### 8.3 7th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 7th Report of the Strategic Priorities and Policy Committee BE APPROVED.

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. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Trosow

**Motion Passed (14 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. Developing the 2023-2027 Strategic Plan: Setting the 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: 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.

**Motion Passed**

8.4 8th Report of the Strategic Priorities and Policy Committee - Budget

Motion made by: E. Pelosa

That the 8th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 3 (4.1) and 10 (4.8).

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 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.

**Motion Passed**

2. (2.1) 2023 Annual Budget Update Presentation

Motion made by: E. Pelosa

That the update presentation BE RECEIVED.

**Motion Passed**

4. (4.2) Review of Recommended Property Tax Capital Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

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.

**Motion Passed**

5. (4.3) Review of For Consideration Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

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**

6. (4.4) Review of For Consideration Property Tax Capital Budget Amendment (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

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.

**Motion Passed**

7. (4.5) Reserves and Reserve Funds Overview

Motion made by: E. Pelosa

That the Reserves and Reserve Funds Overview BE RECEIVED for information; it being noted projections are subject to annual review and adjustment.

**Motion Passed**

8. (4.6) Debt Overview

Motion made by: E. Pelosa

That the Debt Overview BE RECEIVED for information.

**Motion Passed**

9. (4.7) Reconciliation of the Draft Property Tax Budget to the Public Sector Accounting Board Budget

Motion made by: E. Pelosa

That the reconciliation of the draft Property Tax Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

**Motion Passed**

11. (4.9) Capital Budget

Motion made by: E. Pelosa

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.

**Motion Passed**

12. (4.10) By-laws Regarding Tax Levy, Operating and Capital Budgets (Relates to Bill No. 54)

Motion made by: E. Pelosa

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.

**Motion Passed**

13. (4.11) Review of Recommended Water Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

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.

**Motion Passed**

14. (4.12) Water Reserves/Reserve Funds Overview

Motion made by: E. Pelosa

That the Water Reserves/Reserve Funds Overview for the 2020 to 2023 Multi-Year Budget BE RECEIVED for information.

**Motion Passed**

15. (4.13) Reconciliation of the Draft Water Budget to the Public Sector Accounting Board Budget

Motion made by: E. Pelosa

That the reconciliation of the draft Water Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

**Motion Passed**

16. (4.14) Water Services

Motion made by: E. Pelosa

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.

**Motion Passed**

17. (4.15) Review of Recommended Wastewater and Treatment Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

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.

**Motion Passed**

18. (4.16) Wastewater and Treatment Reserves/Reserve Funds Overview

Motion made by: E. Pelosa

That the Wastewater and Treatment Reserves/Reserve Funds Overview for the 2020 to 2023 Multi-Year Budget BE RECEIVED for information.

**Motion Passed**

19. (4.17) Reconciliation of the Draft Wastewater and Treatment Budget to the Public Sector Accounting Board Budget

Motion made by: E. Pelosa

That the reconciliation of the draft Wastewater and Treatment Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

**Motion Passed**

20. (4.18) Wastewater and Treatment Services

Motion made by: E. Pelosa

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.

**Motion Passed**

21. (5.1) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Animal Welfare Community Advisory Committee

Motion made by: E. Pelosa

That the Added Communication from the Animal Welfare Community Advisory Committee Report, BE RECEIVED.

**Motion Passed**

3. (4.1) Review of Recommended Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

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 made by: E. Pelosa

Motion to approve item 3, clause 4.1, excluding part b) ii) Case #P-2b - Reduction in Child Care Investment.

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,

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: (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)**

Motion made by: E. Pelozo

Motion to approve part b) ii) of item 3, clause 4.1.

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)

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. Pelozo, D. Ferreira, and S. Hillier

Recuse: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

10. (4.8) Operating Budget

At 2:36 PM, His Worship Mayor J. Morgan, places Councillor S. Lewis in the Chair.

At 2:38 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelozo

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.

Motion made by: S. Franke

Seconded by: D. Ferreira

That item 10, clause 4.8 BE AMENDED by adding the following:

a) 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 (or until further information regarding hours and use of public washroom facilities from the Housing and Homelessness Summit Strategy is received) funded by a one time draw from the Economic Development Reserve Fund of a maximum of \$350,000.

b) That City Staff BE DIRECTED to compile a report on existing public washroom facilities across the city, their hours of operation, their locations, their staffing requirements and their usage information for Q3 2023, to allow Council to determine if there is sufficient public washroom access and if the hours of operation align with community programming.

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: P. Cuddy

Item 10, clause 4.8, 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)**

Item 10, clause 4.8, as amended, reads as follows:

That the following actions be taken with respect to the 2023 Operating budget:

- a) 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;
- b) the Civic Administration 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 funded by a one time draw from the Economic Development Reserve Fund of \$350,000 and provide a long-term funding request through the multi-year budget process; and
- c) the Civic Administration BE DIRECTED to compile a report on existing public washroom facilities across the city, their hours of operation, their locations, their staffing requirements and their usage for Q3 2023, to allow Council to determine if there is sufficient public washroom access and if the hours of operation align with community programming.

#### 8.5 9th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 9th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 4 (4.2).

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. 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. (3.1) Dr. Jackie Schleifer Taylor, President and CEO, London Health Sciences Centre (LHSC)

Motion made by: S. Lewis

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.

**Motion Passed**

3. (4.1) London's Housing Pledge: A Path to 47,000 Units by 2031

Motion made by: S. Lewis

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.

**Motion Passed**

5. (4.3) Developing Council's 2023-2027 Strategic Plan: Community Engagement Update

Motion made by: S. Lewis

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.

**Motion Passed**

6. (4.4) Developing the 2023-2027 Strategic Plan: Tabling Draft Strategies

Motion made by: S. Lewis

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.

**Motion Passed**

7. (4.5) Resignation from the London Police Services Board

Motion made by: S. Lewis

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.

**Motion Passed**

8. (4.6) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Ecological Community Advisory Committee

Motion made by: S. Lewis

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.

**Motion Passed**

9. (4.7) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Integrated Transportation Community Advisory Committee

Motion made by: S. Lewis

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.

**Motion Passed**

4. (4.2) Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan

Motion made by: S. Lewis

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 made by: S. Trosow

Seconded by: A. Hopkins

That item 4, clause 4.2 BE AMENDED in part c) to read as follows:

c) that all three Draft Value sets, BE ACCEPTED for additional consultation with the public;

Yeas: (5): P. Cuddy, S. Trosow, S. Lehman, A. Hopkins, and P. Van Meerbergen

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, S. Stevenson, J. Pribil, C. Rahman, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Failed (5 to 10)**

## **Election**

### Consideration of Draft Value Sets

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.

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning

3. Reconciliation, Equity, and Inclusion Sustainability and Affordability Collaborative Partnerships Accountability and Trust Innovative service delivery Financial stewardship

**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. (33.33 %):** S. Hillier, S. Lehman, S. Trosow, D. Ferreira, C. Rahman

**2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning (46.67 %):** A. Hopkins, S. Lewis, P. Van Meerbergen, 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 (20.00 %):** Mayor J. Morgan, E. Pelozza, H. McAlister  
**Conflict (0):** None

**Majority Winner: No majority**

## **Election**

### Consideration of Draft Value Sets

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.

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning

3. Reconciliation, Equity, and Inclusion Sustainability and Affordability Collaborative Partnerships Accountability and Trust Innovative service delivery Financial stewardship

**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. (33.33 %):** S. Hillier, E. Pelozza, S. Trosow, D. Ferreira, C. Rahman

**2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning (66.67 %):** Mayor J. Morgan, A. Hopkins, S. Lewis, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Franke

**Conflict (0):** None

**Majority Winner: 2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning**

Motion made by: S. Lewis

Seconded by: S. Stevenson

That item 4, clause 4.2 BE AMENDED in part c) to read as follows:

c) the following Draft Value set, BE ACCEPTED for additional consultation with the public:

2. Inclusive and Respectful

Accountability and Trust Compassion

Teamwork

Committed and Driven

Learning

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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

**Motion Passed (14 to 1)**

Motion made by: S. Lewis

Seconded by: E. Pelozza

Item 4, clause 4.2, 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. Peloza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Item 4, clause 4.2, as amended, reads as follows:

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) the following Draft Value set, BE ACCEPTED for additional consultation with the public:

2. Inclusive and Respectful

Accountability and Trust

Compassion

Teamwork

Committed and Driven

Learning;

- 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 made by: S. Lewis

Seconded by: D. Ferreira

That the Council recess at this time, for 20 minutes.

**Motion Passed**

The Council recesses at 3:05 PM and reconvenes at 3:23 PM.

8.6 3rd Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 3rd Report of the Planning and Environment Committee BE APPROVED, excluding items 10 (3.4) and 11 (3.5);

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. (2.1) 3700 Colonel Talbot Road and 345 Bostwick Road - Request for Extension of Draft Plan Approval (39T-17503)

Motion made by: S. Lehman

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**

3. (2.2) 1656 Hyde Park Road - Heritage Easement Agreement (Relates to Bill No. 53)

Motion made by: S. Lehman

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**

4. (2.3) 600 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-18501)

Motion made by: S. Lehman

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**

5. (2.4) Streamline Development Approval Fund: Streamlining Development Approvals (2022) - Final Report

Motion made by: S. Lehman

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**

6. (2.5) 2nd Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

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 (CACCP) 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**

7. (3.1) 2nd Report of the Ecological Community Advisory Committee

Motion made 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)

**Motion Passed**

8. (3.2) 1555 Glenora Drive (Z-9543) (Relates to Bill No. 64)

Motion made by: S. Lehman

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)

**Motion Passed**

9. (3.3) 761 Fanshawe Park Road West (Z-9554) (Relates to Bill No. 65)

Motion made by: S. Lehman

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)

**Motion Passed**

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

Motion made by: S. Lehman

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)

**Motion Passed**

10. (3.4) 489 Upper Queen Street (Z-9540) (Relates to Bill No. 66)

Motion made 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)

it being further 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: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (4): S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Passed (11 to 4)**

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

At 4:15 PM, the Mayor places Councillor E. Pelozza in the Chair.

At 4:18 PM, the Mayor resumes the Chair.

Motion made by: S. Lehman

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)

it being further 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.

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

That the application for 608 Commissioners Road West (Z-9516) BE REFERRED back to the Civic Administration, in order to work with the applicant and bring forward a revised proposed by-law that would reduce the proposed maximum height to four stories and a maximum density of sixty-four units.

Yeas: (5): S. Lewis, P. Cuddy, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (10): Mayor J. Morgan, H. McAlister, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

**Motion Failed (5 to 10)**

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

“That part a) BE AMENDED by adding the following new part vii)  
“Provide privacy fencing or a quick growing coniferous hedge to the south and west boundaries;”

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 11, clause 3.5, as amended, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (3): P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Passed (12 to 3)**

Item 11, clause 3.5, as amended, reads as follows:

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;

vi) explore ways to re-locate or screen the garbage moloks near the main entrance; and,

vii) provide privacy fencing or a quick growing coniferous hedge to the south and west boundaries

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)

it being further 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.

8.7 3rd Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 3rd Report of the Corporate Services Committee BE APPROVED, excluding item 5 (2.4).

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

Motion made by: S. Lewis

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**

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

Motion made by: S. Lewis

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**

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

Motion made by: S. Lewis

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**

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

Motion made by: S. Lewis

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**

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

Motion made by: S. Lewis

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

Motion made by: S. Trosow

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: (6): H. McAlister, S. Trosow, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, and E. Pelozza

**Motion Failed (6 to 9)**

Motion made by: S. Lewis

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a portion of City-owned property municipally known as part of 641 Queens Avenue, legally described as Part Lot 9, Plan 390(3rd), in the City of London, to be further described in a reference plan to be deposited, being Part of PIN 08281-0248 and further shown on the Location Map as appended to the staff report dated January 30, 2023 as Appendix "A" (the "Subject Property"), the following actions be taken:

- a) the Subject Property BE DECLARED SURPLUS; and,
- b) the Subject Property BE OFFERED for sale in accordance with the City's Sale and Other Disposition of Land Policy.

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

Nays: (2): H. McAlister, and S. Trosow

**Motion Passed (13 to 2)**



## 9. Added Reports

### 9.1 4th Report of Council in Closed Session

Motion made by: C. Rahman

Seconded by: A. Hopkins

Motion that items 1, 2, 3 and 5, BE APPROVED:

#### 1. Lease Extension and Amending Agreement – 251 Dundas Street, London Public Library – Rapid Transit Implementation Office

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the Lease Extension and Amending Agreement for the lease of office space at 251 Dundas Street, known as London Public Library, the Lease Extension and Amending Agreement between the City and London Public Library (the “Landlord”) attached as Appendix “A”, for the lease of approximately 7,495 square feet of Rentable Area, located at 251 Dundas Street, for an extension period of five (5) years commencing January 1, 2024 and ending on December 31, 2028 BE APPROVED.

#### 2. Agreement of Purchase and Sale of Assets from London Hydro Former Substation #48 – 2125 Trafalgar Street

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Fire Chief, London Fire Department, on the advice of the Director, Realty Services, with respect to the City purchase of assets from London Hydro, being the building located at 2125 Trafalgar Street, as shown on the aerial location map attached as Appendix “A”, for the purpose of additional storage and other future potential uses, the following actions be taken:

a) the Agreement of Purchase and Sale of Assets, attached as Appendix “B”, submitted by London Hydro (the “Vendor”), to sell the building and assets to the City, for a nominal sum of \$5.00, subject to the terms and conditions set out in the agreement BE APPROVED; and

b) the Bill of Sale, attached as Appendix “C”, submitted by London Hydro (the “Vendor”), in connection with the sale of the building and assets referenced in the Agreement of Purchase and Sale of Assets, attached as Appendix “B” BE APPROVED.

#### 3. Offer to Grant an Easement and Consent to Enter Agreement – Part of 1211 Hyde Park Road

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to property owned by Motivity Land Inc., legally described as Part Lot 24, Concession 3, Part 2, Plan 33R824, Part 1, Plan 33R2488, save and except Part 1, Plan 33R18288 and Part 1, Plan 33R19669, known municipally as 1211 Hyde Park Road, the following actions be taken:

a) the Offer to Grant an Easement and Consent to Enter Agreement between the City and Motivity London Inc. granting the City a permanent non- exclusive access easement, subject to the terms and conditions as set out in the agreement attached as Appendix “C”, for the sum of \$196,000.00 BE APPROVED; and,

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

5. Offer to Purchase Industrial Lands – Andriani S.p.A Part of Block 1, Plan 33M-592 – Innovation Park Phase II

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park Phase II, being composed of Part of Block 1 (subject to final survey), in the City of London, County of Middlesex, further being part of PIN 081970320, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Andriani S.p.A., under the corporate name Andriani Ltd. (the “Purchaser”) to purchase 5 acres of the subject property from the City, at a purchase price of \$825,000.00, reflecting a sale price of \$165,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the 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)**

Motion made by: C. Rahman  
Seconded by: A. Hopkins

Motion that item 4, BE APPROVED:

4. Property Acquisition – 249 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 249 Wellington Road, further described as Part of Lots 30 & 31, Plan 452 (4th), as in Instrument No. 658220, being all of PIN 08364-0020 (LT), containing an area of approximately 4,563.89 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by James Alexander Phin (the “Vendor”), to sell the subject property to the City, for the sum of \$445,200.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and

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

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

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

That Introduction and First Reading of Bill No.'s 46 to 51, 53 to 61, 63, 64 and 65 and Added Bill No.'s 68 to 70 and 72, 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: C. Rahman  
Seconded by: P. Van Meerbergen

That Second Reading of Bill No.'s 46 to 51, 53 to 61, 63, 64 and 65 and Added Bill No.'s 68 to 70 and 72, 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: D. Ferreira  
Seconded by: S. Franke

That Third Reading and Enactment of Bill No.'s 46 to 51, 53 to 61, 63, 64 and 65 and Added Bill No.'s 68 to 70 and 72, 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: C. Rahman  
Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 52, BE APPROVED.

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

Nays: (1): S. Stevenson

**Motion Passed (14 to 1)**

Motion made by: E. Pelozza  
Seconded by: D. Ferreira

That Second Reading of Bill No. 52, BE APPROVED.

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

Nays: (1): S. Stevenson

**Motion Passed (14 to 1)**

Motion made by: J. Pribil

Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No. 52, BE APPROVED.

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

Nays: (1): S. Stevenson

**Motion Passed (14 to 1)**

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 62, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: C. Rahman

Seconded by: E. Pelozza

That Second Reading of Bill No. 62, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: D. Ferreira

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No. 62, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

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

That Introduction and First Reading of Bill No. 66, BE APPROVED.

Yeas: (13): Mayor 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

Nays: (2): S. Lehman, and P. Van Meerbergen

**Motion Passed (13 to 2)**

Motion made by: S. Stevenson  
Seconded by: D. Ferreira

That Second Reading of Bill No. 66, BE APPROVED.

Yeas: (13): Mayor 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

Nays: (2): S. Lehman, and P. Van Meerbergen

**Motion Passed (13 to 2)**

Motion made by: S. Lewis  
Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No. 66, BE APPROVED.

Yeas: (13): Mayor 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

Nays: (2): S. Lehman, and P. Van Meerbergen

**Motion Passed (13 to 2)**

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

That Introduction and First Reading of Bill No. 67, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

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

That Second Reading of Bill No. 67, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: D. Ferreira

Seconded by: S. Lewis

That Third Reading and Enactment of Bill No. 67, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: P. Cuddy

Seconded by: A. Hopkins

That Introduction and First Reading of Added Bill No. 71, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: C. Rahman

Seconded by: S. Lewis

That Second Reading of Added Bill No. 71, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: D. Ferreira

Seconded by: S. Lehman

That Third Reading and Enactment of Added Bill No. 71, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

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

Bill No. 46	By-law No. A.-8324-30 - A by-law to confirm the proceedings of the Council Meeting held on the 14th day of February 2023. (City Clerk)
Bill No. 47	By-law No. A.-7956(a)-31 - 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)
Bill No. 48	By-law No. A.-8325-32 - 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)
Bill No. 49	By-law No. A.-8326-33 - 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)
Bill No. 50	By-law No. A.-8327-34 - 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)
Bill No. 51	By-law No. A.-8328-35 - 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)
Bill No. 52	By-law No. A.-8329-36 - 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)
Bill No. 53	By-law No. A.-8330-37 - 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)
Bill No. 54	By-law No. A.-8331-38 - 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)
Bill No. 55	By-law No. S.-6211-39 - 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)
Bill No. 56	By-law No. S.-6212-40 - 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)

Bill No. 57	By-law No. S.-6213-41 - 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)
Bill No. 58	By-law No. S.-6214-42 - 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)
Bill No. 59	By-law No. S.-6215-43 - 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)
Bill No. 60	By-law No. S.-6216-44 - 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)
Bill No. 61	By-law No. S.-6217-45 - 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)
Bill No. 62	By-law No. W.-5688-46 - A by-law to authorize the East London Link – Construction Rapid Transit. (Project No. RT1430-3A) (2.1/2/CWC)
Bill No. 63	By-law No. W.-5689-47 - A by-law to authorize the Conventional Transit (Growth) PTIS project. (Project No. MU1176) (Deputy City Manager – Finance Supports)
Bill No. 64	By-law No. Z.-1-233086 - 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)
Bill No. 65	By-law No. Z.-1-233087 - 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)
Bill No. 66	By-law No. Z.-1-233088 - 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)
Bill No. 67	By-law No. Z.-1-233089 - 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)



Bill No. 68	By-law No. A.-8332-48 - A by-law to authorize and approve a Lease Extension and Amending Agreement between The Corporation of the City of London and London Public Library for the lease of commercial office space, located at the London Public Library at 251 Dundas Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/3/CSC)
Bill No. 69	By-law No. A.-8333-49 - A by-law to authorize and approve an Agreement of Purchase and Sale of Assets and Bill of Sale between The Corporation of the City of London and London Hydro, being the acquisition of building, equipment and assets located at 2125 Trafalgar Street and referred to as former Substation #48, and to authorize the Mayor and the City Clerk to execute the Agreements. (6.2/3/CSC)
Bill No. 70	By-law No. A.-8334-50 - A by-law to authorize and approve an Offer to Grant an Easement and Consent to Enter Agreement between The Corporation of the City of London and Motivity Land Inc., for the acquisition of a permanent easement over a portion of property located at 1211 Hyde Park Road, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/3/CSC)
Bill No. 71	By-law No. A.-8335-51 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and James Alexander Phin, for the acquisition of the property located at 249 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/3/CSC)
Bill No. 72	By-law No. A.-8336-52 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Andriani Ltd., for the sale of the City owned industrial land located in Innovation Park Phase II, being composed of Part of Block 1 (subject to final survey), in the City of London, County of Middlesex, further being part of PIN 081970320, containing an area of approximately 5 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/3/CSC)

**14. Adjournment**

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

**Motion Passed**

The Council meeting adjourned at 5:05 PM.

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Josh Morgan, Mayor

---

Michael Schulthess, City Clerk

## Appendix A – Lease Extension and Amending Agreement

### LEASE EXTENSION AND AMENDING AGREEMENT DATED August 25, 2022 (the "Agreement")

BETWEEN:

**LONDON PUBLIC LIBRARY**

(the "Landlord")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 3<sup>rd</sup> day of October, 2017, (the "Lease") the Landlord and the Tenant did demise and lease unto the Tenant certain premises designated as those parts of the Building designated as Suite SUITE NO. [TO BE ASSIGNED], comprised of a Rentable Area of the Premises of approximately 7,495 square feet, (the "Leased Premises") located at 251 Dundas Street, municipality located in the City of London, in the Province of Ontario; for a term of Five (5) years and Six (6) months expiring on December 31, 2023 (the "Term"), and
- B. The Landlord and Tenant have agreed to extend the Term of the Lease for a further period of Five (5) years upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements between the parties and the sum of Ten Dollars (\$10.00) that has been paid by each of the parties to the other(s), the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true in substance and in fact.
2. The Term of the Lease shall be extended for a further period of five (5) years commencing on January 1, 2024 and expiring on December 31, 2028 (the "First Extension of Term").
3. The First Extension of Term shall be upon the same terms, covenants and conditions as are currently in effect in the Lease, with the understanding that:
  - (a) the Tenant accepts the leased Premises in an "as is" condition, any further renovations, alterations or improvements in or to the Premises are the sole responsibility of the Tenant and shall be undertaken and completed at the Tenant's expense and strictly in accordance with the provisions of the Lease;
  - (b) There shall be two (2) further rights of extension beyond the expiry of the First Extension of Term granted herein; and
  - (c) The Landlord agrees to provide the Tenant a credit towards the rent equivalent to Three (3) months of Minimum Rent payable in year 1 (or \$20,611.25 plus HST) (the "Minimum Rent Credit") provided the Tenant designs and constructs a new additional washroom (the "New Washroom") in the Premises during the First Extension of Term period. The final design, location, layout, and construction materials for the New Washroom shall be subject to the final approval by the Landlord acting reasonably. The parties agree that the Tenant's contribution to the construction costs of the New Washroom shall not exceed the value of the Minimum Rent Credit provided herein and all construction costs in excess of same shall be the sole responsibility of the Landlord.
  - (d) As of the commencement of the First Extension of Term, the Minimum Rent payable for the Premises shall be:

Years of First Extension of Term	Annual Rate Per Square Foot of Rentable Area	Per Year	Per Month
1	\$11.00	\$82,445.00	\$6,870.42
2	\$11.00	\$82,445.00	\$6,870.42
3	\$11.50	\$86,192.50	\$7,182.71
4	\$12.00	\$89,940.00	\$7,495.00
5	\$12.50	\$93,687.50	\$7,807.29

## Appendix A Cont'd

Above amounts are subject to applicable sales tax. The above Minimum Rent is subject to the Free Rent Period defined in clause 3 (c) above.

4. The Tenant represents and warrants that it has the right, full power and authority to agree to extend the Term and amend the Lease as provided in this Agreement.

5. As long as the Tenant is the Corporation of the City of London and is not in default, the Tenant shall have a one-time only Option to Terminate the Lease after Thirty-Six (36) months with Four (4) months prior written notice to the Landlord. To clarify, the Tenant must provide notice by August 31, 2026. On or before August 31, 2026, the Tenant agrees to provide a sum of Six (6) months of Base Rent and Additional Rent plus HST as a cost of terminating the Lease early.

6. The terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. All capitalized terms and expressions when used in this Agreement have the same meaning as they have in the Lease, unless a contrary intention is expressed in this Agreement.


7. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

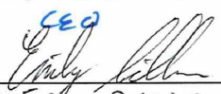
8. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

9. This Agreement may be executed (either by original or PDF signature) in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Instrument.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Lease Extension and Amending Agreement.

**LONDON PUBLIC LIBRARY  
(Landlord)**

PER:   
Name: MICHAEL CICCONI  
Title: CEO

PER:   
Name: Emily Schinbein  
Title: Director, Financial Services

**THE CORPORATION OF THE CITY OF LONDON  
(Tenant)**

PER: \_\_\_\_\_  
Name:  
Title:

PER: \_\_\_\_\_  
Name:  
Title:

**Appendix A – Aerial Location Map**

**Aerial Location Map**



General Location Shown – For Illustration Purposes

## Appendix B – Agreement of Purchase and Sale of Assets

### AGREEMENT OF PURCHASE AND SALE OF ASSETS

Dated the 29 day of November, 2022.

BETWEEN:

**LONDON HYDRO INC.**

(herein the "Vendor")

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(herein the "Purchaser")

WHEREAS the Vendor is the owner of certain equipment and assets used in connection with the provision of hydro services in the City of London, in the County of Middlesex and the Vendor has agreed to sell and the Purchaser has agreed to purchase from the Vendor the equipment and assets on the terms hereinafter set forth.

THE PARTIES HERETO agree as follows:

- 1) The Vendor hereby transfers equipment and assets, as described in the attached Schedule "A" and further shown in Schedule "B", (the "Assets") to the Purchaser as of the 24th day of February 2023 (hereinafter called the "Closing Date").
- 2) The Purchase Price for the Assets to be paid by the Purchaser shall be the sum of Five Dollars CDN (\$5.00). Upon payment of the Purchase Price, the Vendor shall provide an executed Bill of Sale to the Purchaser evidencing the transfer of ownership of the Assets, in the form prescribed by the Purchaser.
- 3) The Vendor covenants with the Purchaser that the Vendor has the authority to enter into this Agreement and sell the Assets without the consent of any other person, firm, or corporation. The Vendor hereby represents and warrants that it is the sole beneficial owner with good and marketable title to the Assets and that the Assets shall be transferred to the Purchaser free and clear of all liens and encumbrances on the Closing Date. The Purchaser acknowledges receipt of the Environment Site Assessments from the Vendor and agrees to release, indemnify and forever discharge the Vendor, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, in relation to the current state and existing condition of the Assets. There are no additional representations or warranties from the Vendor with respect to the condition of the Assets.
- 4) The Purchaser further agrees to provide the Vendor a full and final release against any claims related to the condition of the Property where the Assets are located, in a form satisfactory to the Vendor acting reasonably, upon and subject to the Purchaser completing all necessary environmental studies subsequent to closing and filing a Record of Site Condition (the "RSC") in accordance with O. Reg 153/04 deeming the Property clean from all forms of soil, water, and other forms of contamination and permitting for the intended municipal use by the Purchaser. The Purchaser shall not be required to provide any release with respect to any contamination discovered prior to obtaining the RSC. This condition shall survive and not merge upon the completion of this transaction.
- 5) The Purchaser shall be liable for and shall pay any Federal and Provincial sales tax and other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the assets by the Vendor to the Purchaser.
- 6) The Vendor represents that no person, firm, or corporation has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Vendor of any of the Assets.

**Appendix B – Agreement of Purchase and Sale of Assets**

- 7) The Purchaser acknowledges and agrees that the Assets are being transferred to the Purchaser in an as-is, where-is condition and there are no representations or warranties regarding the physical condition of the equipment and assets being conveyed.
- 8) The Purchaser represents and warrants that it has inspected the Assets and accepts same in their current condition, with all faults. The Vendor expressly disclaims any warranties as to the condition or suitability of same for the Purchaser’s use.
- 9) The Purchaser covenants and agrees that all necessary action has been taken by the Purchaser in accordance with its obligations pursuant to the *Municipal Act* to authorize the execution and delivery of this Agreement and all other documents required to give effect to the transfer of the Assets.
- 10) On the Closing Date no action or proceeding against the Vendor before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions or events contemplated by this Agreement or cause such transactions to be rescinded, require Vendor to divest itself of any of its assets or properties of which, in the opinion of counsel for the Purchaser, would make the transactions contemplated hereby imprudent.
- 11) Except as otherwise provided for herein, each of the parties hereto shall pay its own expenses in connection with the transactions contemplated by this Agreement.
- 12) Time is of the essence in this Agreement.
- 13) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors, and assigns.
- 14) This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

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


**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

IN WITNESS WHEREOF London Hydro Inc. has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officer.

**LONDON HYDRO INC**

Per: 

Name: Jac Vanderbaan, P.Eng. CPA, CMA

Title: Vice President - Operations & Planning

*I Have the Authority to Bind the Corporation*

## Appendix B – Agreement of Purchase and Sale of Assets

Vendor's Lawyer: Elizabeth Cormier, 226-272-0900 Ext. 1 / email: [elizabeth@ecormier.ca](mailto:elizabeth@ecormier.ca)

Purchaser's Lawyer: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 / email: [statavar@london.ca](mailto:statavar@london.ca)

## Appendix B – Agreement of Purchase and Sale of Assets

### SCHEDULE "A"

#### DESCRIPTION OF THE ASSETS:

All existing old leads, ducts, lines, connection boxes, structures, equipment or assets owned by the Vendor on the real property known as: Substation 48 which is shown in Schedule "B" are conveyed to the Purchaser regardless of condition.

The Vendor agrees not to remove any of the foregoing from the Property existing at the time of this Agreement. That which is existing at the time of this Agreement shall be conveyed on Closing.



**Appendix B – Agreement of Purchase and Sale of Assets**

**SCHEDULE "B"**

Location: Fire Hall Station #10  
2125 Trafalgar Street, London ON N5V 4Z7



## Appendix C – Final Bill of Sale

### BILL OF SALE

**BETWEEN:**

**LONDON HYDRO INC.**

**(the “Vendor”)**

**-and-**

**THE CORPORATION OF THE CITY OF LONDON**

**(the “Purchaser”)**

**WHEREAS** the Vendor is the owner of various assets as hereinafter described, and has contracted and agreed with the Purchaser for the absolute sale of them pursuant to an Asset Purchase Agreement dated November 29, 2022, for the consideration hereinafter mentioned;

**NOW THEREFORE THIS BILL OF SALE WITNESSETH**, that in pursuance of the said agreement, and in consideration of the sum of Five Dollars (\$5.00) of lawful money of Canada (the “Purchase Price”), paid by the Purchaser to the Vendor, the Vendor doth bargain, sell, assign, transfer and set over unto the Purchaser the assets described as follows:

All existing old leads, ducts, lines, connection boxes, structures, equipment or assets owned by the Vendor on the real property known as: Substation 48 which is being conveyed to the Purchaser regardless of condition (hereinafter the “Assets”)

including all the right, title, interest, property, claim and demand whatsoever of the Vendor of, in to and out of the same and every part thereof.

TO HAVE AND HOLD the Assets and all the right, title and interest of the Vendor therein and thereto, unto and to the use of the Purchaser.

AND the Vendor hereby covenants, promises and agrees that:

- a) the Vendor is rightfully and absolutely possessed of and entitled to the Assets and has good and valid right to assign the same unto the Purchaser in the manner aforesaid and according to the true intent and meaning of this Bill of Sale;
- b) the Purchaser shall peacefully and quietly have, hold, possess and enjoy the said Assets to and for the Purchaser’s own use and benefit, free and clear from all former and other bargains, sales, gifts, grants, charges and encumbrances whatsoever affecting the Assets, and the Vendor hereby indemnifies the Purchaser with respect thereto;
- c) the Vendor and all persons rightfully claiming any estate, right, title or interest in or to the said Assets shall and will from time to time, and at all times hereafter upon every reasonable request and at the cost and charges of the Purchaser, make, do and execute, or cause to be made, done and executed, all such further acts, deeds, and assurances to more effectually assign and assure the Assets unto the Purchaser in the manner aforesaid.

IT IS AGREED that this Bill of Sale and the terms contained herein shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns, as the case may be, of the parties hereto respectively.

**Appendix C – Final Bill of Sale**

IN WITNESS WHEREOF, the parties have executed this Bill of Sale this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VENDOR:

) **LONDON HYDRO INC.**  
 )  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) Signature of Signing Officer  
 ) Name: Jac Vanderbaan, P.Eng, CPA, CMA  
 ) Title: Vice President - Operations & Planning  
 )  
 )  
 ) \_\_\_\_\_  
 ) Signature of Signing Officer  
 ) Name:  
 ) Title:

I/We have authority to bind the Corporation

PURCHASER:

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

# Appendix A - Source of Financing Report

## Appendix "A" Confidential

#23012  
January 30, 2023  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Offer to Grant an Easement and Consent to Enter Agreement  
Part of 1211 Hyde Park Road  
(Subledger LD230001)  
Capital Project ESSWM-HP5 - SWM Facility - Hyde Park No. 5  
Motivity London Inc.

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

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	2,134,000	835,450	0	1,298,550
Land Purchase	444,700	4,274	206,223	234,203
Construction	3,927,023	0	0	3,927,023
City Related Expenses	11,977	11,977	0	0
<b>Total Expenditures</b>	<b>\$6,517,700</b>	<b>\$851,701</b>	<b>\$206,223</b>	<b>\$5,459,776</b>

### Sources of Financing

Drawdown from Sewage Works Renewal Reserve Fund	289,667	37,852	9,165	242,650
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	6,228,033	813,849	197,058	5,217,126
<b>Total Financing</b>	<b>\$6,517,700</b>	<b>\$851,701</b>	<b>\$206,223</b>	<b>\$5,459,776</b>

### Financial Note:

Purchase Cost	\$196,000
Add: Legal Fees etc.	5,000
Add: Land Transfer Tax	1,685
Add: HST @13%	26,130
Less: HST Rebate	<u>-22,592</u>
Total Purchase Cost	<u>\$206,223</u>

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

  
Jason Davies

Manager of Financial Planning & Policy

jg

## Appendix C - Offer to Grant an Easement and Consent to Enter

### OFFER TO GRANT AN EASEMENT AND CONSENT TO ENTER

BETWEEN:

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

- and -

MOTIVITY LAND INC.

Municipal Address of Property: 1211 Hyde Park Road

IN CONSIDERATION of the sum of ONE HUNDRED NINETY-SIX THOUSAND DOLLARS CDN (\$196,000.00) and other good and valuable consideration, MOTIVITY LAND INC., being the owner of the Property described as PART LOT 24, CONCESSION 3 PART 2, 33R824, PART 1, 33R2488 SAVE & EXCEPT PART 1, 33R18288 & PART 1, 33R19669, being all of PIN 08064-3502, DO HEREBY offer to grant to the City of London:

- a) A Permanent Easement in a form substantially in accordance with Schedule "A" attached (the "Permanent Easement"), over and upon the lands shown as a sketch on Schedule "B" attached hereto (the "Property") and to be more particularly described in a reference plan to be deposited on title to the Property.
- b) Consent to the City, its contractors and employees to enter on to the Property upon the execution of this Agreement and payment of consideration herein, for the purpose of completing the construction permitted under the Permanent Easement (the "Consent").
- c) In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

The City agrees:

1. To prepare and register, at its expense, the Permanent Easement documents in a form substantially in accordance with Schedule "A" against title to the Property.
2. To prepare, at its expense, survey and Reference Plan required to complete the Permanent Easement.
3. To pay the Owner's legal costs, subject to assessment, to complete the registration of the Permanent Easement.
4. To restore the Property used to a condition as near as possible to its original condition.
5. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term this Consent.
6. To indemnify, defend with counsel and save harmless from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

7. Upon the City completing the deposit of the reference plan, the Owner shall execute any and all documentation necessary to effect the registration of the Permanent Easement on title to the lands described in Schedule "B", substantially in the form attached as Schedule "A" to this Agreement. Upon the registration of the Permanent Easement documents on title to the Property, this Consent to Enter shall be immediately terminated, including all representations and warranties contained herein.

#### **ADDITIONAL TERMS AND CONDITIONS:**

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

DATED at London this 12th day of DECEMBER, 2022.

MOTIVITY LAND INC.  
  
Name JAMES BENNETT  
Title PRESIDENT

*I/We Have the Authority to Bind the Corporation*

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

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

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**SCHEDULE "A"**

THIS GRANT OF EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,

**B E T W E E N:**

MOTIVITY LAND INC.

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE HUNDRED NINETY-SIX THOUSAND DOLLARS CDN (\$196,000.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary, in, through, over, on and under that part of the lands of the Transferor more particularly described on Schedule "B" attached hereto (the "Property") and to be more particularly described in a reference plan to be deposited on title to the Property.

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with

the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

MOTIVITY LAND INC.



Witness:

Name JAMES BENNETT

Title PRESIDENT

*I/We Have the Authority to Bind the Corporation*

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor


\_\_\_\_\_  
Michael Schulthess, City Clerk



**SCHEDULE "B"**

LEGAL DESCRIPTION: PART LOT 24, CONCESSION 3 PART 2, 33R824, PART 1, 33R2488 SAVE & EXCEPT PART 1, 33R18288 & PART 1, 33R19669

Part of PIN: #08064-3502

Requirements shown in pink. 



# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#23014

January 30, 2023  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - 249 Wellington Road - Wellington Gateway Project  
(Subledger LD210013)  
RT1430-1B - Wellington Gateway - Land Rapid Transit  
James Alexander Phin

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

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	24,032,900	20,666,401	518,758	2,847,741
<b>Total Expenditures</b>	<b>\$24,032,900</b>	<b>\$20,666,401</b>	<b>\$518,758</b>	<b>\$2,847,741</b>

### Sources of Financing

Capital Levy	2,527,303	2,173,282	54,553	299,468
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	20,505,597	18,493,119	464,205	1,548,273
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1 and 2)	1,000,000	0	0	1,000,000
<b>Total Financing</b>	<b>\$24,032,900</b>	<b>\$20,666,401</b>	<b>\$518,758</b>	<b>\$2,847,741</b>

### Financial Note:

Purchase Cost	\$445,200
Add: Legal Fees etc.	59,300
Add: Land Transfer Tax	5,379
Add: HST @13%	65,585
Less: HST Rebate	-56,706
<b>Total Purchase Cost</b>	<b>\$518,758</b>

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

**Note 2: Note to City Clerk:** Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project RT1430-1B - Wellington Gateway - Land Rapid Transit for the net amount to be debentured of \$1,000,000.

  
\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

jg

## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** JAMES ALEXANDER PHIN

**REAL PROPERTY:**

Address 249 Wellington Road, London, ON N6C 4N6

Location West side of Wellington Road, North of Thomas Janes Drive

Measurements approximately 423.98 m<sup>2</sup>/ 4,563.89 ft<sup>2</sup>

Legal Description: Part of Lots 30 & 31, Plan 452 (4<sup>th</sup>), as in Inst. No. 658220 in the City of London, County of Middlesex, being all of PIN 08364-0020 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED AND FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS CDN (\$445,200.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **February 17<sup>th</sup>, 2023**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **March 3<sup>rd</sup>, 2023**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **March 17<sup>th</sup>, 2023**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If

requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

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

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

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

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 10<sup>th</sup> day of January, 2023,

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: 

Name: JAMES ALEXANDER PHIN

Title: \_\_\_\_\_

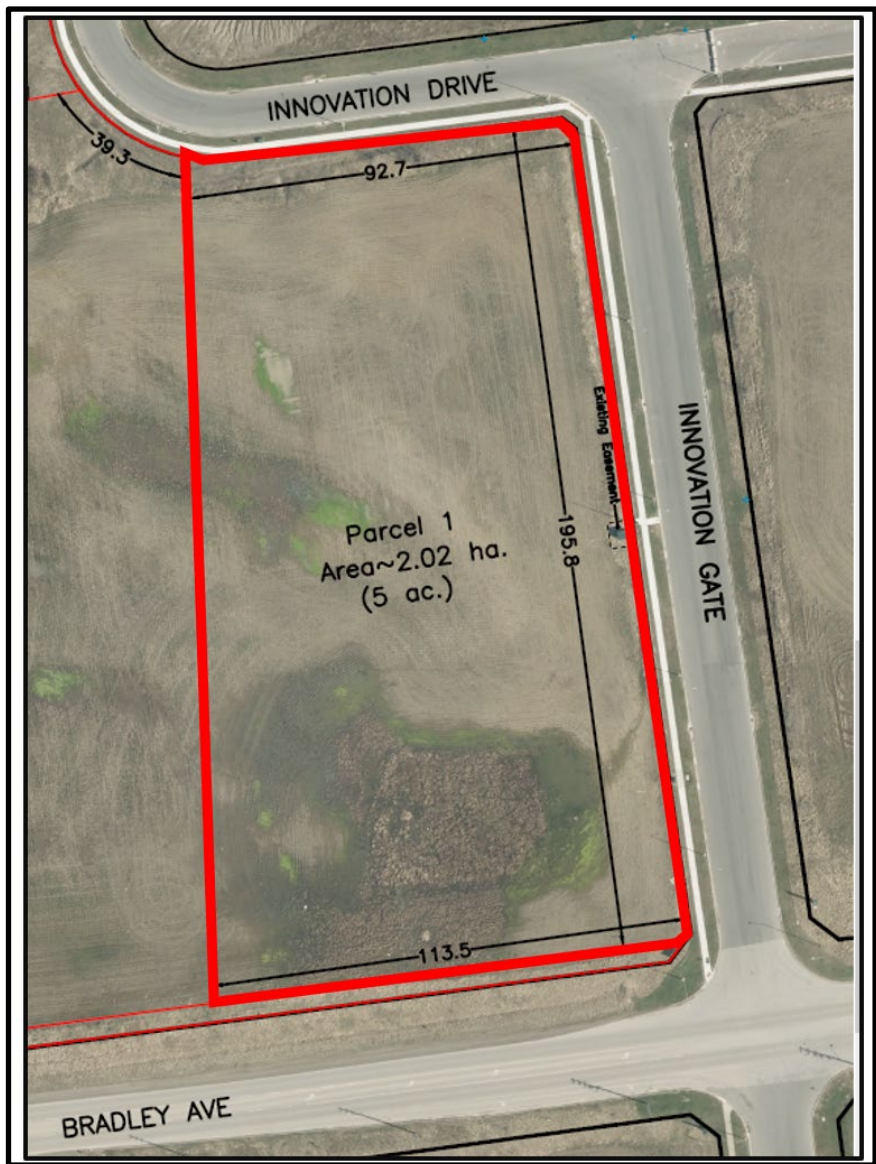
VENDOR'S LAWYER: Victoria Gordon, Cohen Highley LLP, 519-672-9330 ext 384 Fax 519-672-5960

PURCHASER'S LAWYER: Sachit Tataavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

#### SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$32,540.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$22,260.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
10. **LEASE CONDITION:** On or before closing, the Purchaser and Vendor shall enter into a residential lease agreement, in a form prescribed by the Purchaser in accordance with applicable law, to permit the Vendor to continue to occupy the Property for a fixed term of eight (8) months. The parties agree that no rent will be payable to the Purchaser under the lease, save and except in relation to any operating costs as determined by the Purchaser acting reasonably, which shall include but not be limited to maintenance and utility costs.
11. **CHATELS INCLUDED:**
12. **FIXTURES EXCLUDED:**
13. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: None.

# Appendix A – Location Map and Aerial



Approximate Area Shown of Subject Property  
(Subject to Final Reference Plan survey)

# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the 19 day of January, 2023

BETWEEN:

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### Andriani Ltd.

Address for Service: 135 Queens Plate Drive, Suite 600, Toronto ON M9W 6V7 Canada

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **INNOVATION PARK**, in the City of London, in the County of Middlesex, containing **5 acres**, more or less and subject to final survey, being composed of Part of Block 1 in Plan 33M-592 located in the City of London County of Middlesex and further being part of PIN 08197-0320 and shown outlined in bold red and labelled as Parcel 1 on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Eight Hundred and Twenty Five Thousand Dollars** **(\$825,000.00)**  
of lawful money of Canada calculated at the rate of

**One Hundred and Sixty Five Thousand Dollars** **(\$165,000.00)**  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

**Eighty Two Thousand and Five Hundred Dollars** **(\$82,500.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed until **May 15<sup>th</sup> 2023**, to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.



## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed until **May 15<sup>th</sup> 2023** to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer, acting reasonably, and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any objection to soil conditions in the Purchaser's sole and absolute discretion is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed on **June 16<sup>th</sup> 2023**. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. **Planning Act:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. **Time Limits:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and shall consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C and D attached hereto form part of this Agreement.

**Appendix B – Agreement of Purchase and Sale Cont'd**

**AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON**

**PAGE 3**

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **February 17<sup>th</sup> 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 19 day of January, 2023.

SIGNED, SEALED & DELIVERED

) **Andriani Ltd.**

in the presence of

) Purchaser



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Witness: Caterina Marzulli

) **Signature of Signing Officer**

) Print Name: Carlo Stocco

) Title: President

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Witness:

) **Signature of Signing Officer**

) Print Name:

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I/ We have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red" and "Site Map"  
Schedule "D" attached - "Additional Terms and Conditions"

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON


PAGE 4

## SCHEDULE "A"

### PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfill these commitments; which undertaking shall survive and not merge in the closing of the transaction.

### INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase II Part of Block 1 in Plan 33M-592
Name, Address, Postal Code of Purchaser: Local Company:	Andriani Ltd. 135 Queens Plate Drive, Suite 600, Toronto ON M9W 6V7 No
Intended Use of Building - (Describe):	Processing, Manufacturing and Distribution of Grocery Line of Pastas, Legumes, and Cereals and accessory grain milling to primary uses.
Major Industrial Classification of User:	Food Processing and Manufacturing
List of Products Manufactured/Handled:	Production of Pastas, Legumes, and other grocery grade food.
Number of Employees Anticipated:	Phase 1: Estimated 40+ (Full Time) Phase 2: Estimated 20+ (Full Time)
Number of Square Feet of Building Proposed:	Phase 1: 51,648 sq. ft. GFA
Number of Square Feet in Property Purchase:	217,800 sq. ft.
Proposed Building Coverage as % of Lot Area:	23.7%
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	Phase 2: Estimated 22,058 sq. ft. GFA
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address: Telephone:	Andriani Ltd.
Purchaser's Executive Completing this Form:	 (signature) Print Name: Carlo Stocco Title: President

\_\_\_\_\_  
(signature)  
Print Name:  
Title:

I/We have authority to bind the Corporation

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**SCHEDULE "B"**

**Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

**4.10 Attachment "A"**

**Disposal of Industrial Land Procedures**

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

**Class 1 Sale**

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

**Class 2 Sale**

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

**SCHEDULE "C"**

**PART OF BLOCK 1 IN PLAN 33M-592**  
(Subject to Final Survey)



**SCHEDULE "D"**

**ADDITIONAL TERMS AND CONDITIONS**

**Headings**

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

**Paramountcy of Schedule "D"**

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

**Assignment of Agreement**

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

**Sewage Sampling Manholes**

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

**Municipal Services and Roadway Easements**

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

**Release of Information**

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

**Development Agreement**

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MOECP), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City. With the exception of the Excess Soil Materials clause below, the Purchaser accepts the property as-is.

### Purchaser Condition – Feasibility of Intended Use

This offer is conditional until **May 15<sup>th</sup> 2023** to permit the Purchaser, at the Purchaser's expense, to determine the feasibility of the Purchaser's intended use for the Property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion (the "Feasibility of Intended Use"). If within that time, the Purchaser provides notice to the Vendor in writing of an intention to exercise this condition to terminate the Agreement, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid in returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the Feasibility of Intended Use and waived this condition.

### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than **May 15<sup>th</sup> 2023**. If, within that time, any objection to environmental conditions in the Purchasers sole and absolute discretion, is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any such objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than **May 15<sup>th</sup> 2023**. If, within that time, any objection to the geotechnical conditions in the Purchasers sole and absolute discretion is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any such objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Approval from Board of Directors

The Purchaser shall have allowed until **May 15<sup>th</sup> 2023**, for the approval of the terms of this Agreement hereof by the Purchaser's Board of Directors. If within that time, the Purchaser provides notice to the Vendor in writing of an intention to exercise this condition to terminate the Agreement, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid in returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition.

### Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. For greater clarity, the Vendor's agreement to the proposed uses described in Schedule "A" of this Agreement may not be relied upon by the Purchaser as evidence that such uses are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

### Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have until **May 15<sup>th</sup> 2023** to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.



## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 10

### Reference Plan & Purchase Price Adjustments

The Vendor will facilitate to deposit on title, on or before closing and at no cost to the Purchaser, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5 acres multiplied by a land rate of \$165,000 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$165,000 per acre.

### London Hydro Easement

The Purchaser agrees to an existing easement benefitting London Hydro (the "London Hydro Easement") over a portion of lands described as Part 1 in Plan 33R-17307 and registered on title as ER602322. The condition shall survive and not merge on the completion of this transaction.

### HST

The parties acknowledge that this transaction is subject to HST, which shall be in addition to the Purchase Price. The Purchaser covenants and agrees that it will on or prior to Closing provide the Vendor with a certificate of an officer of the Purchaser confirming its registration number relating to the federal government's goods and services tax under the Excise Tax Act (Canada). The Purchaser further agrees to self-assess and remit the required amount (if any) in accordance with the applicable statutory requirements in connection with HST. The Purchaser further agrees to indemnify and save harmless the Vendor from and against such HST together with any penalties and interest thereon which may arise as a result of any failure by the Purchaser to pay such HST as aforesaid. Provided that the Purchaser delivers a certificate, undertaking and indemnity with respect to the foregoing, HST shall not be payable to the Vendor upon closing.

### Survival of Conditions

The obligations of the Purchaser contained in Schedule "D" shall survive and not merge on the completion of this transaction.

### Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

### Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
  - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
  - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
  - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
  - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and

- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

February 18, 2023

PW Consulting  
854 Queensborough Cres  
London Ontario  
N6G 5K2

Barb Westlake-Power, MPA; Deputy City Clerk; Planning & Environment  
Committee

Dear Barb Westlake-Power, MPA; Deputy City Clerk,

I am writing you this letter on behalf of the Hyde Park Business Improvement Association to show my support for the creation of a Community Improvement Plan for the regeneration of Gainsborough Road and towards reaching the vision of the Hyde Park Hamlet.

I support the Hyde Park BIA's vision of a community hub at the corners of Hyde Park and Gainsborough Roads, comprised of small/medium businesses setting up and investing in small specialty retail shops and food establishments. I believe this will increase pedestrian traffic, attract shoppers, and spur economic growth and social prosperity.

I believe investing in the Hyde Park Hamlet is a forward-looking investment for the city and that it aligns with London's existing 2019-2023 Strategic Plan as well as the developing draft Hyde Park BIA 2023-2027 Strategic Plan.

I know the Hyde Park Hamlet will be a warm attractive destination place in the northwest corner of London to Shop, Eat, Work and Play.

However, the Hyde Park Hamlet has little hope of becoming a reality without the financial help a CIP can offer to incentivize and regenerate Gainsborough Road both east and west of Hyde Park Road.

For these reasons, I hope you consider the creation of a CIP for the Hyde Park Hamlet.

Thank you in advance for your consideration.  
David Winter  
President  
PW Consulting  
david@pwconsulting.com  
(519) 871-7115

February 16, 2023

ReDECOR CONSIGNMENT

1055 Sarnia Road  
Unit A3  
London, Ontario  
N6H 5J9

ATTN: Barb Westlake-Power, MPA; Deputy City Clerk; Planning & Environment

Committee

Dear Barb Westlake-Power, MPA; Deputy City Clerk,

I am writing you this letter on behalf of the Hyde Park Business Improvement Association to show my support for the creation of a Community Improvement Plan for the regeneration of Gainsborough Road and towards reaching the vision of the Hyde Park Hamlet.

I support the Hyde Park BIA's vision of a community hub at the corners of Hyde Park and Gainsborough Roads, comprised of small/medium businesses setting up and investing in small specialty retail shops and food establishments. I believe this will increase pedestrian traffic, attract shoppers, and spur economic growth and social prosperity.

I believe investing in the Hyde Park Hamlet is a forward-looking investment for the city and that it aligns with London's existing 2019-2023 Strategic Plan as well as the developing draft Hyde Park BIA 2023-2027 Strategic Plan.

I know the Hyde Park Hamlet will be a warm attractive destination place in the northwest corner of London to Shop, Eat, Work and Play.

However, the Hyde Park Hamlet has little hope of becoming a reality without the financial help a CIP can offer to incentivize and regenerate Gainsborough Road both east and west of Hyde Park Road.

For these reasons, I hope you consider the creation of a CIP for the Hyde Park Hamlet.

Thank you in advance for your consideration.

Sincerely,

Lorean P. Pritchard  
President

**From:** Nancy Powell Quinn <[NPowell@moffattandpowell.com](mailto:NPowell@moffattandpowell.com)>  
**Sent:** Thursday, February 16, 2023 1:39 PM  
**To:** PEC <[pec@london.ca](mailto:pec@london.ca)>  
**Subject:** [EXTERNAL] HPBIA CIP Request 2023 - Letter of Support

February 16, 2023

Moffatt & Powell RONA  
1282 Hyde Park Road  
London, ON N6H 5K5

ATTN: Barb Westlake-Power, MPA; Deputy City Clerk; Planning & Environment Committee

Dear Barb Westlake-Power, MPA; Deputy City Clerk,

I am writing you this letter on behalf of the Hyde Park Business Improvement Association to show my support for the creation of a Community Improvement Plan for the regeneration of Gainsborough Road and towards reaching the vision of the Hyde Park Hamlet.

As a member business in the Hyde Park BIA, I support the Hyde Park BIA's vision of a community hub at the corners of Hyde Park and Gainsborough Roads, comprised of small/medium businesses setting up and investing in small specialty retail shops and food establishments. I believe this will increase pedestrian traffic, attract shoppers, and spur economic growth and social prosperity.

By making a forward-looking investing in the Hyde Park Hamlet and putting forward a recommendation that HPBIA receive a CIP, the City of London would be aligning Strategic Plans from the recent 2019-2023 planning block as well as supporting the developments outlined of the draft Hyde Park BIA 2023-2027 Strategic Plan.

I know the Hyde Park Hamlet will be a warm attractive destination place in the northwest corner of London to Shop, Eat, Work and Play.

However, the Hyde Park Hamlet has little hope of becoming a reality without the financial help a CIP can offer to incentivize and regenerate Gainsborough Road both east and west of Hyde Park Road.

For these reasons, I hope you consider the creation of a CIP for the Hyde Park Hamlet.

Thank you in advance for your consideration.

Kind Regards,



**Nancy Powell Quinn**  
President  
P 519-472-9911 x112  
W [www.moffattandpowell.ca](http://www.moffattandpowell.ca)  
E [npowell@moffattandpowell.com](mailto:npowell@moffattandpowell.com)  
A 1282 Hyde Park Road, London, ON N6H 5K5



February 16, 2023  
Oxford Learning Hyde Park  
1700 Hyde Park Rd, Unit 3

ATTN: Barb Westlake-Power, MPA; Deputy City Clerk; Planning & Environment Committee

Dear Barb Westlake-Power, MPA; Deputy City Clerk,

I am writing you this letter on behalf of the Hyde Park Business Improvement Association to show my support for the creation of a Community Improvement Plan for the regeneration of Gainsborough Road and towards reaching the vision of the Hyde Park Hamlet.

I support the Hyde Park BIA's vision of a community hub at the corners of Hyde Park and Gainsborough Roads, comprised of small/medium businesses setting up and investing in small specialty retail shops and food establishments. I believe this will increase pedestrian traffic, attract shoppers, and spur economic growth and social prosperity.

I believe investing in the Hyde Park Hamlet is a forward-looking investment for the city and that it aligns with London's existing 2019-2023 Strategic Plan as well as the developing draft Hyde Park BIA 2023-2027 Strategic Plan.

I know the Hyde Park Hamlet will be a warm attractive destination place in the northwest corner of London to Shop, Eat, Work and Play.

However, the Hyde Park Hamlet has little hope of becoming a reality without the financial help a CIP can offer to incentivize and regenerate Gainsborough Road both east and west of Hyde Park Road.

For these reasons, I hope you consider the creation of a CIP for the Hyde Park Hamlet. Thank you in advance for your consideration.

Shauna Jordan  
Centre Manager  
Oxford Learning Hyde Park

Sarah Langelaan  
Owner  
Oxford Learning Hyde Park

February 16, 2023

2



**ATTN:** Barb Westlake-Power, MPA; Deputy City Clerk; Planning & Environment Committee

I am writing you this letter on behalf of the Hyde Park Business Improvement Association and Featherfields Hyde Park to show my support for the creation of a Community Improvement Plan for the regeneration of Gainsborough Road and the Hyde Park Hamlet.

I support the Hyde Park BIA's vision of a community hub at the corners of Hyde Park and Gainsborough Roads, comprised of small businesses investing in specialty retail shops and food establishments. I believe this will increase pedestrian traffic, attract shoppers, and spur economic growth.

I believe investing in the Hyde Park Hamlet is a fantastic investment for the city and that it aligns with London's existing 2019-2023 Strategic Plan as well as the developing draft Hyde Park BIA 2023-2027 Strategic Plan.

I know the Hyde Park Hamlet will be an attractive destination in the northwest corner of London to "Shop, Eat, Work and Play." Having been located at the corner of Gainsborough and Hyde Park Rds. For 27 years now, we are a well established business which really could use the assistance of bulding a community feel in the area. We would love to see this area come to life and transform with the changing times and surrounding neighbourhoods.

The Hyde Park Hamlet has little hope of becoming a reality without the financial help a CIP can offer to incentivize and regenerate Gainsborough Road both east and west of Hyde Park Road. For these reasons, I hope you consider the creation of a CIP for the Hyde Park Hamlet.

Thank you in advance for your consideration.

Ashley Satchell, owner  
Featherfields The Bird and Garden Store  
1570 Hyde Park Rd.

February 16, 2023

Bindner Academy  
19-1615 North Routledge Park  
London, On  
N6H 5L6

ATTN: Barb Westlake-Power, MPA; Deputy City Clerk; Planning & Environment  
Committee

Dear Barb Westlake-Power, MPA; Deputy City Clerk,

I am writing you this letter on behalf of the Hyde Park Business Improvement Association to show my support for the creation of a Community Improvement Plan for the regeneration of Gainsborough Road and towards reaching the vision of the Hyde Park Hamlet.

I support the Hyde Park BIA's vision of a community hub at the corners of Hyde Park and Gainsborough Roads, comprised of small/medium businesses setting up and investing in small specialty retail shops and food establishments. I believe this will increase pedestrian traffic, attract shoppers, and spur economic growth and social prosperity.

I believe investing in the Hyde Park Hamlet is a forward-looking investment for the city and that it aligns with London's existing 2019-2023 Strategic Plan as well as the developing draft Hyde Park BIA 2023-2027 Strategic Plan.

I know the Hyde Park Hamlet will be a warm attractive destination place in the northwest corner of London to Shop, Eat, Work and Play.

However, the Hyde Park Hamlet has little hope of becoming a reality without the financial help a CIP can offer to incentivize and regenerate Gainsborough Road both east and west of Hyde Park Road.

For these reasons, I hope you consider the creation of a CIP for the Hyde Park Hamlet.

Thank you in advance for your consideration.

*Derek Bindner*  
Bindner Academy



# Civic Works Committee

## Report

The 4th Meeting of the Civic Works Committee  
February 22, 2023

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

**ABSENT:** H. McAlister, Mayor J. Morgan

**ALSO PRESENT:** Councillor D. Ferreira, Councillor J. Pribil, K. Chambers, J. Dann, D. MacRae, K. Mason, A. Rammeloo, K. Scherr, J. Stanford, J. Taylor

Remote Attendance: Councillor S. Lewis, S. Corman, O. Katolyk, L. Marshall, K. Paleczny, S. Tatavarti, B. Westlake-Power

The meeting was called to order at 12:01 PM.

### 1. Disclosures of Pecuniary Interest

That is BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: P. Cuddy

Seconded by: S. Trosow

That Items 2.1, 2.2, 2.5, 2.6, 2.7, 2.8, 2.9 BE APPROVED.

Yeas: (4): C. Rahman, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (2): H. McAlister, and Mayor J. Morgan

**Motion Passed (4 to 0)**

#### 2.1 3rd Report of the Environmental Stewardship and Action Community Advisory Committee

That the following actions be taken with respect to the 3rd Report of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from the meeting held on February 1, 2023:

a) the following actions be taken with respect to the Notice of Planning Application for the Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments, dated January 26, 2023, relating to the property located at 735 Wonderland Road West:

i) a Working Group consisting of B. Samuels, A. Hames and A. Wittingham BE ESTABLISHED to review and report back on the Notice of Planning Application relating to the property located at 735 Southdale Road West; and,

ii) the staff presentation relating to this matter BE RECEIVED for information; and,

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

#### 2.2 RFT-2022-311 Dedicated Locate Services Contract Award - Irregular Result

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 22, 2023, related to the request for tender RFT-2022-311 for Dedicated Locate Services Contract Award - Irregular Result:

- a) the bid submitted by GTel Engineering of \$1,350,000 (excluding HST), to provide dedicated locate services for one (1) year as the initial term, and four (4) 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) the approval given, 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-T04)

2.5 2022 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated February 22, 2023, with respect to the 2022 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System BE RECEIVED. (2023-E13)

2.6 Request for Proposal RFP-2022-245 Contract Award of Pollution Prevention Control Plan (PPCP) Update Study

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 22, 2023, related to the request for proposal RFP-2022-245 for the Pollution Prevention Control Plan (PPCP) Update Study:

- a) GM BluePlan Engineering Limited BE APPOINTED as the consulting engineers to complete the Pollution Prevention Control Plan (PPCP) Update Study, in the total amount of \$300,839.00, including contingency (excluding HST), in accordance with Section 15 of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E05)

2.7 2022 Administrative Amendments to the Traffic and Parking By-law

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated February 22, 2023 relating to 2022 administrative amendments, BE

INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2023-T02/T08)

2.8 Amendments to the Traffic and Parking By-law

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated February 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2023-T02/T08)

2.9 Contract Amendment: Detailed Design for Bradley Avenue Extension – Wharncliffe Road South to Jalna Boulevard

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 22, 2023, with respect to a Contract Amendment for Detailed Design for Bradley Avenue Extension from Wharncliffe Road South to Jalna Boulevard:

- a) the contract with WSP E&I Canada Limited BE INCREASED by \$293,625.75 to \$801,634.75 (excluding HST), to complete additional detailed design activities for drainage improvements to the White Oaks Drain culvert, in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this appointment 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 contract amendment; 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. (2023-E09)

2.3 Electric Kick-Scooter and Cargo Power-assisted Bicycle Pilot Project By-law and By-law Amendments

Moved by: P. Cuddy

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 22, 2023, related to the Electric Kick-Scooter and Cargo Power-assisted Bicycle pilot projects:

- a) the proposed by-law, as appended to the above noted staff report, BE INTRODUCED at the Municipal Council meeting being held March 7, 2023 to establish a Pilot Project for Electric Kick Scooters and for Cargo Powered-Assisted, for use on highways and bicycle lanes (not sidewalks) in the City of London;
- b) the proposed by-law, as appended to the above noted staff report, BE INTRODUCED at the Municipal Council meeting being held March 7, 2023 to amend By-law PS-114, entitled "A by-law to regulate traffic and the parking of motor vehicles in the City of London";
- c) the proposed by-law, as appended to the above noted staff report, BE INTRODUCED at the Municipal Council meeting being held March 7,

2023 to amend By-law No. S-1, entitled "A by-law to provide for the Regulation of Streets";

d) the proposed by-law, as appended to the above noted staff report, BE INTRODUCED at the Municipal Council meeting being held March 7, 2023 to amend By-law No. PR-2, entitled "A by-law relating to the use, protection and regulation of Public Parks and Recreation Areas in the City of London"; and,

e) the proposed by-law, as appended to the above noted staff report, BE INTRODUCED at the Municipal Council meeting being held March 7, 2023 to amend By-law No. A-54, as amended, being "A By-law to implement an Administrative Monetary Penalty System in London" to designate the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law;

it being noted that the Civic Works Committee received a verbal delegation from A. Petre, as appended to the Added Agenda, as well as a verbal delegation from M. Miksa, with respect to this matter. (2023-T10)

Yeas: (3): C. Rahman, P. Cuddy, and P. Van Meerbergen

Nays: (1): S. Trosow

Absent: (2): H. McAlister, and Mayor J. Morgan

**Motion Passed (3 to 1)**

Additional Votes:

Moved by: P. Cuddy

Seconded by: S. Trosow

Motion to approve the Delegation Request from A. Petre and M. Miksa to be heard at this meeting.

Yeas: (4): C. Rahman, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (2): H. McAlister, and Mayor J. Morgan

**Motion Passed (4 to 0)**

**2.4 Results of the 2022 Bike Share Request for Proposal Process and Next Steps**

Moved by: P. Cuddy

Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated February 22, 2023, related to the results of the 2022 Bike Share Request for Proposal and Next Steps:

a) the above-noted staff report BE RECEIVED for information; it being noted that the results and learnings will be part of the development of the Mobility Master Plan; and,

b) the Civic Administration BE DIRECTED to develop a micromobility services business case, including bike share services, for inclusion in the 2024-2027 Multi-Year Budget process;

it being noted that the communication as appended to the Added Agenda, from C. Butler, with respect to this matter, was received. (2023-T10)

Yeas: (4): C. Rahman, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (2): H. McAlister, and Mayor J. Morgan

**Motion Passed (4 to 0)**

**3. Scheduled Items**

- 3.1 Delegation - J. Preston - London Transit Commission Specialized Transit for Disabled Londoners

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

That the following recommendations related to paratransit BE FORWARDED to the London Transit Commission, with a request for an update back to the Civic Works Committee with respect to proposed implementation:

- a) same-day booking options, smart card access in all busses and sensitivity training for drivers by 2023;
- b) online booking options, live bus tracking and increased efficiencies to reduce travel time for riders by 2024; and
- c) increased annual ride capacity by 10% annually within the next 4 years.

it being noted that the Civic Works Committee received the attached presentation from Dr. J. Preston, with respect to this matter.

Yeas: (4): C. Rahman, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (2): H. McAlister, and Mayor J. Morgan

**Motion Passed (4 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

- 5.1 (ADDED) 3rd Report of the Integrated Transportation Community Advisory Committee

Moved by: P. Cuddy  
Seconded by: P. Van Meerbergen

That the 3rd Report of the Integrated Transportation Community Advisory Committee, from its meeting held on February 15, 2023, BE RECEIVED.

Yeas: (4): C. Rahman, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (2): H. McAlister, and Mayor J. Morgan

**Motion Passed (4 to 0)**

**6. Adjournment**

The meeting adjourned at 1:46 PM.

February 22, 2023

To the members of CWC,

Thank you for the opportunity to present and provide documentation to the Civic Works committee. As described in the letter requesting delegation status, for too long disabled Londoners have been confined by a broken and fragmented accessible transit system. Rather than providing access to our city, Paratransit demands users to form their lives around the system, whether it is spending hours on the phone trying to book a ride or having work, medical and social life determined by a limited number of pick-up times. Our broken system is leaving far too many disabled folks waiting at the curb, unable to equitably participate in the social and economic opportunities enjoyed by nondisabled Londoners.

Within this package, we have included a brief presentation with important perspectives, context, and statistics to help assess the current state of Paratransit in London. We have also included a number of stories, anecdotes and opinions shared by Paratransit riders who felt it was important to give a view into a life disabled by our system. While shocking and unacceptable, these experiences are all too common for those reliant on Paratransit and reflect a dysfunctional parallel transit system that the London Transit Commission appears either unable or unwilling to fix.

Accessible transit in London is possible, but only if you choose to act.

Jeff Preston, PhD  
*Associate Professor, King's University College at Western University*

Jacqueline Madden  
*Former ACCAC Chair*

Wendy Lau  
*CEO, LEADS Employment Services*



# PARATRANSIT IN LONDON

*"Equal access by persons with disabilities, older Ontarians, and families with young children to adequate, dignified public transit services is a right protected under the Ontario Human Rights Code."*

Human Rights and Public Transit Services in  
Ontario, Consultation Report March 27, 2002

# SOME IMPORTANT PERSPECTIVES

"I am also shocked at the lack of training these drivers receive, to deal with customer service issues, sensitivity training to deal with different types of people , not knowing important destinations such as hospitals, shopping centers , etc.

Also, as a transgender person, I can't count the times I've been dealt with in an inappropriate manner with drivers from Voyago."

- [REDACTED]

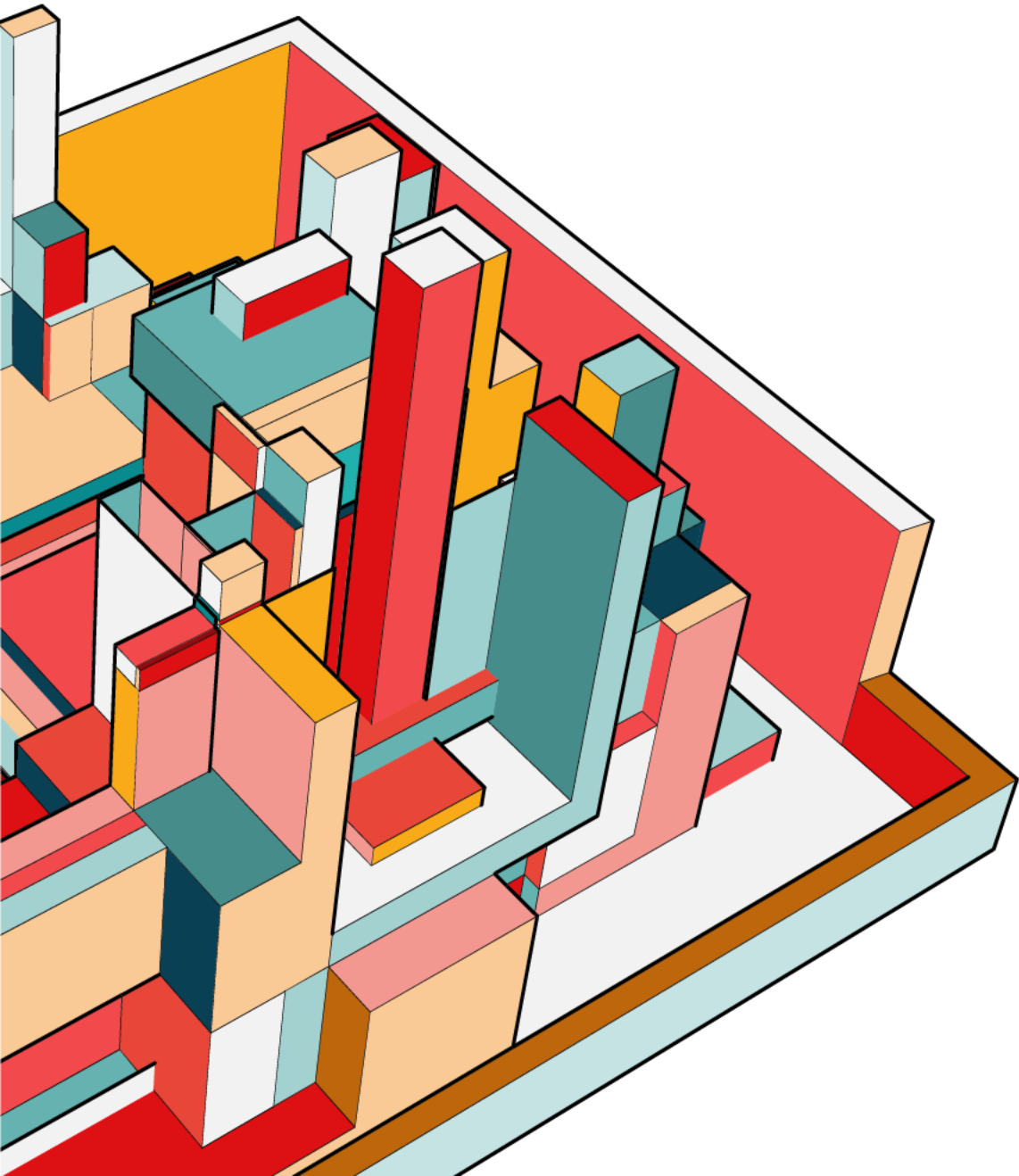
"...I learned quickly that paratransit was a terrible service due to having to set an alarm and spam call at 7 in the morning sometimes for [30min to over an hour] and like trying to win a prize on the radio only to find out I couldn't make my scheduled appointment."

- [REDACTED]

"Another time I got suspended for two weeks until my dad called to help me get the service back. I had a booking made to go to Fanshawe. But I was playing sledge hockey and got a concussion and was really sick. I tried to tell them I couldn't go. I didn't know three days ahead that I would get a concussion!"

- [REDACTED]





# WHAT WE'RE HEARING

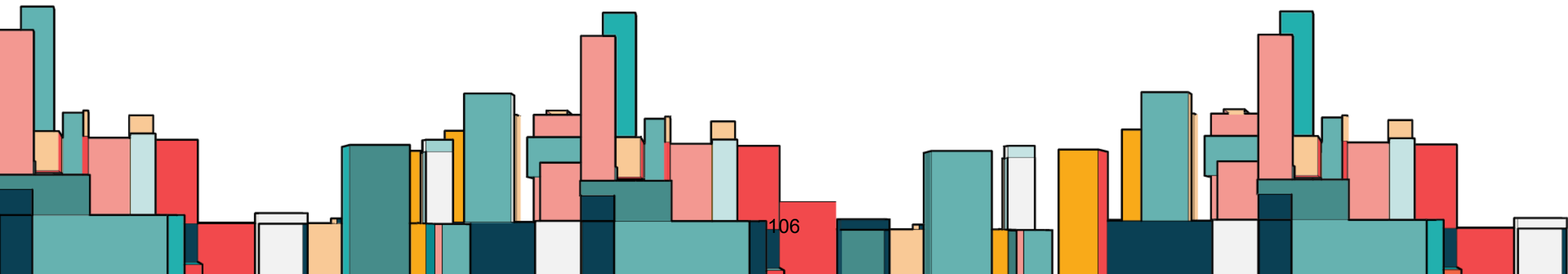
- ❑ Dialing 100s, sometimes 1000s, of times to book a ride
- ❑ Limitations of the 3-day pre-booking requirement
- ❑ Lack of available rides and limited service hours
- ❑ Late or missed pick-ups
- ❑ Excessive amount of time spent on bus
- ❑ Safety concerns and lack of respect from drivers
- ❑ Disciplinary nature of the system

# HUMAN RIGHTS OBLIGATIONS

Under the *Code*, persons with disabilities, older persons, and families with young children have a right to equal treatment in the provision of public transit services. As part of this, human rights laws create a right to accommodation with dignity. Providers of public transit have a duty to design and develop transit systems in such a way as to maximize accessibility, and to remove barriers to accessibility where they exist. This may include integration of conventional systems, as well as the development and maintenance of paratransit systems.

It should be emphasized that the standard for the duty to accommodate is a high one. The factors to be considered in assessing undue hardship are costs, outside sources of funding, and health and safety. Costs will be considered to amount to undue hardship if they are quantifiable, shown to be related to the accommodation, and so substantial that they would alter the essential nature of the enterprise, or so significant that they would substantially affect its viability.

The duty to accommodate patrons with disabilities is not a voluntary or temporary duty. It is an ongoing legal duty under ss.1, 11 and 17 of the *Code*. The provisions regarding special programs cannot be used as a defense in place of a service provider's responsibility to accommodate disability short of undue hardship. Paratransit programs cannot be viewed as special programs, or as a complete response to the duty to accommodate. Rather, they are one aspect, along with the integration of conventional systems, of the duty to accommodate to the point of undue hardship.



# AODA REQUIREMENTS



## O. Reg. 429/07: ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE

6.2 The training must include a review of the purposes of the Act and the requirements of this Regulation and instruction about the following matters:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person.
3. How to use equipment or devices available on the provider's premises or otherwise provided by the provider that may help with the provision of goods or services to a person with a disability.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

7.2 "The feedback process must permit persons to provide their feedback..."

7.3 "The feedback process must specify the actions that the provider of goods or services is required to take if a complaint is received."

## O. Reg. 191/11: INTEGRATED ACCESSIBILITY STANDARDS

66.6 "provider shall ensure that the same fare payment options are available for all transportation services"

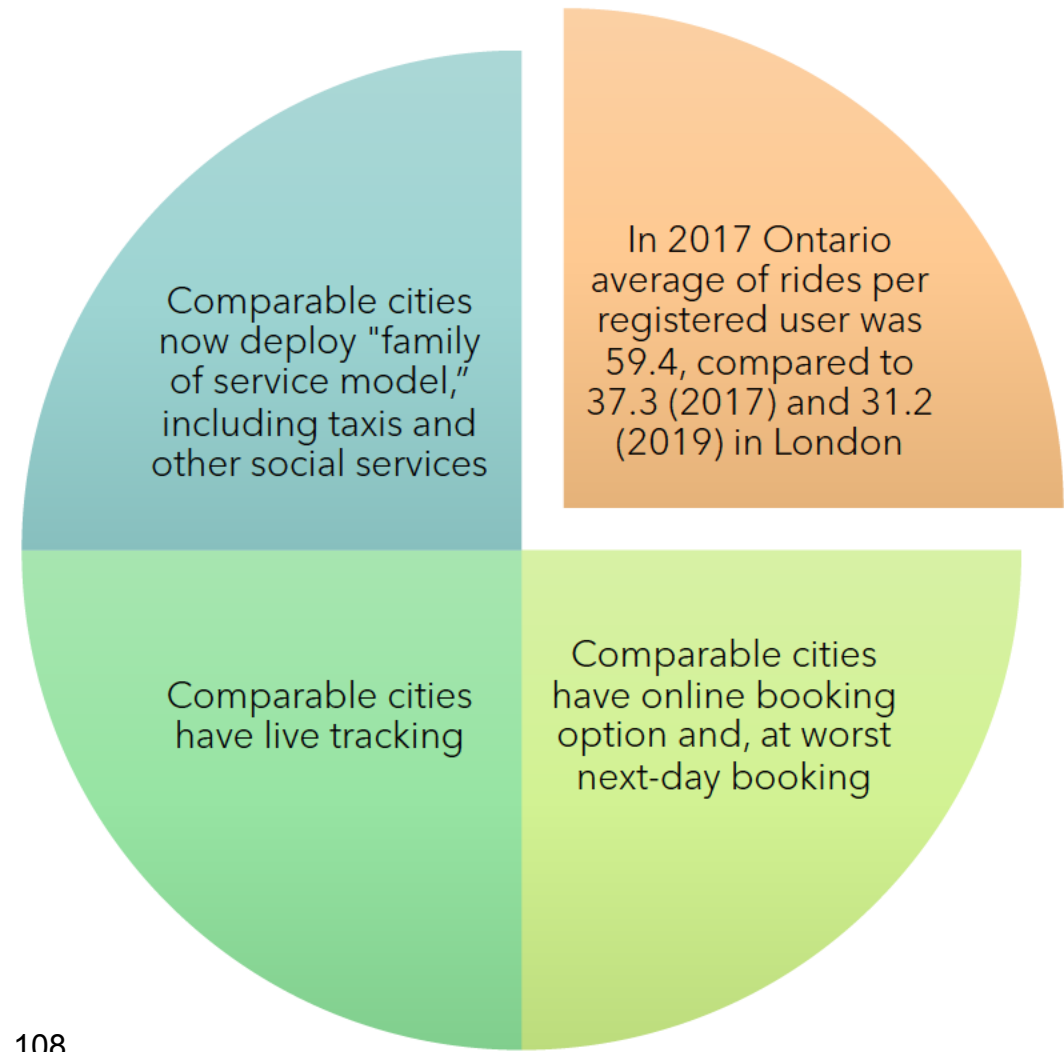
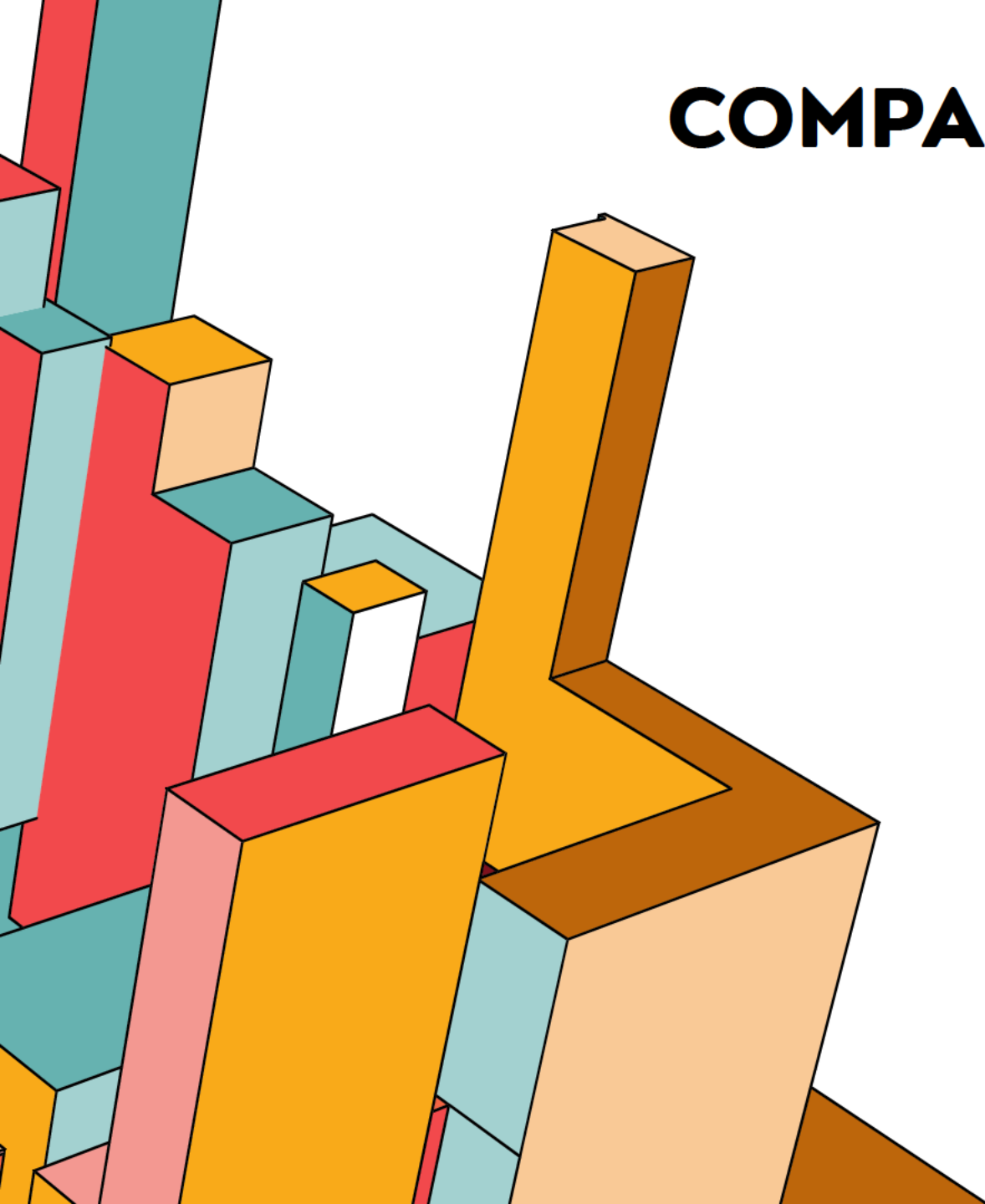
70.1 "...shall ensure that it has, at a minimum, the same hours and days of service as any one of the conventional transportation service providers"

71.1 "Provide same day service to the extent that it is available" or when not available "accept booking requests up to three hours before the published end of the service period on the day before the intended day of travel"

71.2 "shall provide accessible means to accept reservations"

73.1 "provide information on duration of service delays" (delay= 30 mins or more)

# COMPARED TO OTHER SERVICES



# NECESSARY REDUCTIONS



Reduce the time it takes for users to book a ride



Reduce # of users unable to book a ride



Reduce the frequency of late (+15min) or missed rides



Reduce excessive ride times due to scheduling inefficiencies



# RECOMMENDATIONS

By September 2023

- Same-day booking options
- Smart card access in every bus
- Sensitivity training for drivers

By January 2024

- Online/app booking option
- Live bus tracking
- Increased efficiency so riders do not spend excessive amounts of time on the bus

4-Year Goal

- Increase ride capacity by 10% YOY

# ACCESSIBLE TRANSIT IN LONDON IS POSSIBLE

...but only if you choose to act.

# Strategic Priorities and Policy Committee

## Report

10th Meeting of the Strategic Priorities and Policy Committee  
February 28, 2023

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

**ABSENT:** S. Trosow

**ALSO PRESENT:** L. Livingstone, A. Barbon, S. Corman, K. Dickins, S. Mathers, K. Murray, C. Smith, N. Steinburg, J. Taylor, B. Westlake-Power, R. Wilcox

Remote attendance: B. Card, C. Cooper, T. Fowler, M. Galczynski, S. Glover, J. McGonigle, K. Scherr, M. Schulthess

The meeting is called to order at 3:03 PM, it being noted that Councillors S. Hillier and P. Van Meerbergen were in remote attendance; it being further noted that Councillor E. Pelozo was in remote attendance after 6:24 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

#### 2.1 2023 Assessment Growth Funding Allocation

Moved by: S. Stevenson

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated February 28, 2023, regarding the 2023 Assessment Growth Funding Allocation BE RECEIVED for information;

it being noted that the Strategic Priorities and Policy Committee heard a delegation from M. Wallace, London Development Institute (LDI) and received a communication dated February 26, 2023 from C. Butler with respect to this matter.

Yeas: (15): 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)**

#### **ADDITIONAL VOTES:**

Moved by: S. Lehman

Seconded by: S. Hillier

That the delegation request from Mr. M. Wallace, London Development Institute (LDI), BE APPROVED to be heard at this time.



Yeas: (14): 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)**

Moved by: S. Stevenson

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated February 28, 2023, regarding the 2023 Assessment Growth Funding Allocation BE RECEIVED for information, excluding Business Case #11 Police Services: Increase Complement.

Yeas: (14): 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)**

At 3:50 PM, His Worship Mayor J. Morgan, places Councillor E. Pelosa in the Chair.

At 3:54 PM, His Worship Mayor J. Morgan resumes the Chair.

Moved by: S. Stevenson

Seconded by: S. Lehman

That Business Case #11 Police Services: Increase Complement BE RECEIVED.

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

Nays: (1): S. Franke

Absent: (1): S. Trosow

**Motion Passed (13 to 1)**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Health and Homelessness Summits - Proposed Whole of Community System Response

At 4:12 PM, His Worship Mayor J. Morgan, places Deputy Mayor S. Lewis in the Chair.

At 4:55 PM, His Worship Mayor J. Morgan resumes the Chair.

Moved by: J. Morgan

Seconded by: S. Lehman

That, the following actions be taken with respect to the Proposed Whole of Community System Response:

a) on the recommendation of the Deputy City Manager, Social and Health Development and with the concurrence of the City Manager, the report dated February 28, 2023, regarding the Health and Homelessness Summits – Proposed Whole of Community System Response Report BE RECEIVED for information;

b) the Health and Homelessness Whole of Community System Response co-developed through the Health and Homelessness Summits as appended to the staff report dated February 28, 2023 as Appendix "A", BE ENDORSED;

c) the Civic Administration BE DIRECTED to allocate the remaining fund of \$2,884,186 from the London Community Recovery Network funds towards the implementation of the system it being noted that Civic Administration will return to Council with a business case detailing the proposed use of the funds;

d) the Civic Administration BE DIRECTED to proceed with supporting the implementation of the Health and Homelessness Whole of Community System Response; and

e) the Civic Administration BE DIRECTED to report back monthly to future standing committees on progress updates;

it being noted that the Strategic Priorities and Policy Committee received the follow communications with respect to this matter.

- M. Wallace, Executive Director, London Development Institute
- J. DeActis, Executive Director, Salvation Army - Centre of Hope
- J. Seeler, Co-Chair, London Homeless Coalition
- B. Mitchell, Co-CEO and L. Sibley, Co-CEO, Canadian Mental Health Association Thames Valley Addiction and Mental Health Services
- M. Oates, Executive Director and S. Ashkanase, Chair, Board of Directors, St. Leonard's Community Services London and Region
- S. Williams, Chief of Police, London Police Service
- K. Scott, Chair, Board of Directors and M. McMahon, Executive Director, Thames Valley Family Health Team
- A. Lockie, CEO, YMCA of Southwestern Ontario
- N. Memo, Executive Director, Family Service Thames Valley
- S. Courtice, Executive Director, London InterCommunity Health Centre
- K. Ziegner, President and CEO, United Way Elgin Middlesex
- J. Schleifer Taylor, President and CEO, London Health Sciences Centre
- N. Roberts, Chief, Middlesex-London Paramedic Service
- E. Ayala Ronson, Executive Director, Mission Services of London
- T. Smuck, Executive Director, Changing Ways (London) Inc.
- A. Armstrong, Executive Director, London Cares Homeless Response Services
- R. Butler, President and Chief Executive Officer, St. Joseph's Health Care London

- B. Legate, Legate Injury Lawyers
- M. Anderson
- Sister M. Ritchie, Congregational Leader and all the Sisters of St. Joseph
- B. Maly, Downtown London Executive Director and S. Collyer, LDBA Board Chair, Downtown London
- M. Davis, Supervisor - Community Support Program - Extreme Cleaning and Hoarding Support (London), VHA Home HealthCare
- R. Corneil, CEO, St. Joseph's Health Care Society
- Mayor J. Morgan
- S. Jani, Manager, Client Care and Operations, Community Support Programs, VHA Home HealthCare
- L. Crossley-Hauch, Co-Chair and M. McMahon, CoChair, Middlesex London Ontario Health Team
- School of Social Work, King's University College
- C. Nolan, Managing Director, Street Level Women at Risk
- C. Rodrigues
- B. Baginski

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

Absent: (1): S. Trosow

**Motion Passed (14 to 0)**

**ADDITIONAL VOTES:**

Moved by: S. Stevenson  
 Seconded by: C. Rahman

That the following amendment to the motion, BE APPROVED:

c) by adding "it being noted that Civic Administration will return to Council with a business case detailing the proposed use of the funds;"

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

Absent: (1): S. Trosow

**Motion Passed (14 to 0)**

Moved by: S. Stevenson  
 Seconded by: C. Rahman

That the following amendment to the motion, BE APPROVED:

e) to read as follows "the Civic Administration BE DIRECTED to report back monthly to future standing committees on progress updates;"

Yeas: (12): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, D. Ferreira, and S. Hillier

Nays: (2): S. Franke, and E. Pelozo

Absent: (1): S. Trosow

**Motion Passed (12 to 2)**

Moved by: J. Morgan

Seconded by: A. Hopkins

That the Committee recess at this time.

**Motion Passed**

The Committee recesses at 4:55 PM and reconvenes at 5:07 PM

4.2 Developing Council's 2023-2027 Strategic Plan: Draft Strategies and Order of Magnitude Costing

Moved by: C. Rahman

Seconded by: P. Cuddy

That, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

a) on the recommendation of the City Manager, the report dated February 28, 2023 entitled "Developing the 2023-2027 Strategic Plan: Draft Strategies and Order of Magnitude Costing" BE RECEIVED for information;

b) the attached, revised draft strategies for the 2023-2027 Strategic Plan BE ACCEPTED for additional consultation with the public;

c) the report dated February 28, 2023 entitled "Developing 2023-2027 Strategic Plan: Community Engagement Update" BE RECEIVED for information;

it being noted that the Strategic Priorities and Policy Committee received a staff presentation with the attached additional slide and the attached delegation from G. Henderson, CEO, London Chamber of Commerce with respect to this matter.

Yeas: (12): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Absent: (3): S. Trosow, P. Van Meerbergen, and E. Pelozo

**Motion Passed (12 to 0)**

**ADDITIONAL VOTES:**

Moved by: E. Pelozo

Seconded by: A. Hopkins

That the delegation request from G. Henderson, London Chamber of Commerce, BE APPROVED to be heard at this time.

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

Absent: (1): S. Trosow

**Motion Passed (14 to 0)**

Moved by: S. Franke  
Seconded by: D. Ferreira

That the Committee recess at this time.

**Motion Passed**

The Committee recesses at 5:36 PM and reconvenes at 6:08 PM.

Moved by: C. Rahman  
Seconded by: J. Pribil

That Strategic Area of Focus Economic Growth, Culture, and Prosperity: Expected Result 2.2, BE AMENDED subsections a) through e) BE AMENDED in the Draft Strategic Plan by including London Chamber of Commerce's expected results and draft strategies.

Yeas: (7): J. Morgan, H. McAlister, J. Pribil, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (6): S. Lewis, P. Cuddy, S. Stevenson, S. Lehman, E. Pelozo, and S. Hillier

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Passed (7 to 6)**

Moved by: S. Lewis  
Seconded by: J. Pribil

That the Committee recess at this time.

**Motion Passed**

The Committee recesses at 7:52 PM and reconvenes at 8:05 PM.

4.3 Developing Council's 2023-2027 Strategic Plan: Draft Metrics

Moved by: C. Rahman  
Seconded by: S. Franke

That, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

a) on the recommendation of the City Manager, the report dated February 28, 2023 entitled "Developing the 2023-2027 Strategic Plan: Draft Metrics" BE RECEIVED for information; and,

b) the attached revised draft metrics BE INCLUDED with the draft 2023-2027 Strategic Plan.

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

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Passed (13 to 0)**

**ADDITIONAL VOTES:**

Moved by: S. Franke  
Seconded by: D. Ferreira

That the Strategic Area of Focus: Housing and Homelessness, Expected Result 2.2, BE AMENDED in the Draft Strategic Plan by adding a new Draft Metric c)

Yeas: (4): H. McAlister, A. Hopkins, S. Franke, and D. Ferreira

Nays: (9): J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, E. Pelozza, and S. Hillier

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Failed (4 to 9)**

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

That the Strategic Area of Focus: Wellbeing and Safety, Expected Result 1.3, BE AMENDED in the Draft Strategic Plan by adding a new Draft Metric b) % of residents who indicate they are happy or very happy.

Yeas: (5): J. Morgan, H. McAlister, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, E. Pelozza, and S. Hillier

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Failed (5 to 8)**

Moved by: S. Franke  
Seconded by: D. Ferreira

That the Strategic Area of Focus: Wellbeing and Safety, Expected Result 1.6, BE AMENDED in the Draft Strategic Plan by adding a new Draft Metric f) # of hectares of naturalized parkland.

Yeas: (4): H. McAlister, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, and S. Hillier

Absent: (3): S. Trosow, P. Van Meerbergen, and E. Pelozza

**Motion Failed (4 to 8)**

Moved by: S. Franke  
Seconded by: S. Lewis

That the Strategic Area of Focus: Wellbeing and Safety, Expected Result 1.6, Draft Metric c) and Expected Result 1.7, Draft Metric a) BE REMOVED from the Draft Strategic Plan.

Yeas: (6): H. McAlister, S. Lewis, P. Cuddy, A. Hopkins, S. Franke, and D. Ferreira

Nays: (6): J. Morgan, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, and S. Hillier

Absent: (3): S. Trosow, P. Van Meerbergen, and E. Pelozza

**Motion Failed (6 to 6)**

Moved by: S. Franke

Seconded by: A. Hopkins

That the Strategic Area of Focus: Climate Action and Sustainable Growth 1.2, BE AMENDED in the Draft Strategic Plan by adding a new Draft Metric i) grade level for watershed.

Yeas: (6): H. McAlister, 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 S. Hillier

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Failed (6 to 7)**

Moved by: S. Franke

Seconded by: D. Ferreira

That the Strategic Area of Focus: Well-Run City, Expected Result 3.1, BE AMENDED in the Draft Strategic Plan by adding a new Draft Metric d) % of employees who say they are happy with their work and workplace.

Yeas: (4): H. McAlister, S. Franke, D. Ferreira, and S. Hillier

Nays: (9): J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, and E. Pelozza

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Failed (4 to 9)**

Moved by: H. McAlister

Seconded by: A. Hopkins

That the Strategic Area of Focus: Well-Run City, Expected Result 1.2, BE AMENDED in the Draft Strategic Plan by adding a new Draft Metric d) # of Londoners participating in public participation meetings (in person and online).

Yeas: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (2): S. Stevenson, and S. Hillier

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Passed (11 to 2)**

4.4 Consideration of Appointment to the London and Middlesex Community Housing (Requires 1 Tenant)

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

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

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

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Passed (13 to 0)**

4.5 Consideration of Appointment to the Committee of Adjustment (Requires 1 Member)

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

That Mariam Hamou BE APPOINTED to the Committee of Adjustment for the term ending November 14, 2026.

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

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Passed (13 to 0)**

**Election**

Consideration of Appointment to the Committee of Adjustment

**Mahmood Badvi (0.00 %):**None

**Denise Brown (0.00 %):**None

**Mariam Hamou (69.23 %):**J. Morgan, S. Lewis, S. Hillier, E. Pelozza, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman

**Matt Nicolaidis (23.08 %):**A. Hopkins, H. McAlister, D. Ferreira

**Antonio D Santiago (7.69 %):**S. Franke

**Conflict (0):** None

**Majority Winner: Mariam Hamou**

4.6 2nd Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: D. Ferreira  
Seconded by: P. Cuddy



That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on February 9, 2023:

a) the Diversity Inclusion and Anti-Oppression Community Advisory Committee BE AUTHORIZED to organize and host an event on Friday, March 31 at approximately 6 PM, to recognize and celebrate Trans Day of Visibility; it being noted that Victoria Park would be the preferred location for the event;

b) the Civic Administration BE REQUESTED to investigate the Corporate use and potential cessation of the term "stakeholder"; it being noted that the Diversity, Inclusion and Anti-Oppression Community Advisory Committee, received a verbal presentation from B. Hill with respect to this matter; and,

c) clause 1.1, 2.1, 2.2, 3.1, 4.1, 4.2, 5.1 and 7.2 BE RECEIVED.

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

Absent: (2): S. Trosow, and P. Van Meerbergen

**Motion Passed (13 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

Moved by: S. Stevenson

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 10:25 PM.

## Reconciliation, Equity, and Inclusion

Expected Result	Draft Strategies
<b>Outcome 1:</b> The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.	
1.1 Establishment of new and strengthening current relationship with local First Nation and urban Indigenous communities and Indigenous-serving organizations.	<ul style="list-style-type: none"> <li>a) Support Indigenous-led actions and initiatives that move the City of London and its agencies, boards, and commissions closer towards addressing injustices, and collective healing.</li> <li>b) Undertake regular, meaningful engagement with local Indigenous communities and organizations on matters of shared interest.</li> <li>c) Engage with First Nation communities early in any project or process around water and improve awareness by incorporating the recommendations of the Shared Waters Approach and Traditional Ecological Knowledge where and / or when offered.</li> </ul>
1.2 Enhanced understanding of the Truth and Reconciliation Commission Calls to Action and how to best implement them.	<ul style="list-style-type: none"> <li>a) With Indigenous People, develop a Truth and Reconciliation Action Plan to implement the 13 municipal focused Truth and Reconciliation Commission Calls to Action and other Indigenous-led initiatives.</li> <li>b) Strengthen partnerships to deliver Indigenous-led education and training to the City of London, and its agencies, boards, and commissions.</li> <li>c) Strengthen and establish new partnerships for including Indigenous programming and services at the City of London, and its agencies, boards, and commissions.</li> </ul>
<b>Outcome 2:</b> The City of London is a leader in becoming an equitable and inclusive community.	
2.1 Meaningful relationships and partnerships with equity-denied groups and with organizations led by, for, and with equity-denied communities.	<ul style="list-style-type: none"> <li>a) Engage with equity-denied communities to co-create and implement Action Plans that address their needs, with an added focus on the diverse Indigenous, Black, and Muslim communities.</li> <li>b) Implement recommendations from the Action Plan to Disrupt Islamophobia, specifically those that affect youth and that have a gendered impact on women and girls.</li> <li>c) Establish a city-wide Community of Practice to strengthen and support equity related initiatives and strategies.</li> </ul>
2.2 Equity-denied groups come to London and choose to stay in our community.	<ul style="list-style-type: none"> <li>a) Support the community in attracting, integrating and retaining new Londoners through education, celebration, employment, and other actions.</li> <li>b) Support community-based inclusion and anti-hate initiatives and events.</li> </ul>
2.3 Our services are informed and delivered by the communities we serve.	<ul style="list-style-type: none"> <li>a) Apply the City of London Equity Tool to City led programs, policies, services, agreements, and budget decisions.</li> <li>b) Promote equitable, inclusive, and welcoming City of London spaces for all communities with an added focus on women and girls from Indigenous and Muslim communities.</li> </ul>

**Outcome 3:** All Londoners have opportunities to participate in civic engagement.

3.1	Increased access for, and participation of, equity-denied groups in civic engagement.	a) Identify and remove barriers faced by equity-denied groups in participating in civic engagement opportunities.
		b) Use focused community engagement practices to specifically reach equity-denied groups.
		c) Apply a trauma and violence-informed care approach to community engagement practices.
3.2	Increased participation in City of London internship programs and employment opportunities for equity-denied groups.	a) Identify and remove barriers faced by equity-denied groups in pursuing and retaining employment with the City of London.
		b) Work with community partners to develop, promote, and support internship programs creating opportunities for equity-denied groups.

# Housing and Homelessness

Expected Result	Draft Strategies
<b>Outcome 1:</b> The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.	
1.1 Increased access to a range of quality, affordable, and supportive housing options that meet the unique needs of individuals and families.	<ul style="list-style-type: none"> <li>a) Increase the supply, range, and depth of affordability of quality housing options where people feel safe.</li> <li>b) Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.</li> <li>c) Address the specific needs of populations, including equity-denied groups, and prioritize housing initiatives that are affordable.</li> </ul>
<b>Outcome 2:</b> London has a robust community system of health, homelessness, housing stability services, policies, procedures and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing.	
2.1 Decreased number of individuals and families at risk of or experiencing homelessness.	<ul style="list-style-type: none"> <li>a) Implement the whole of community system response to the health and homelessness crisis that creates pathways to housing.</li> <li>b) Work collaboratively across sectors to identify and prevent individuals and families at risk of homelessness from experiencing homelessness.</li> <li>c) Improve the collection, sharing, and use of data across the homeless prevention system.</li> <li>d) Complete the actions in the existing Housing Stability Action Plan and begin to develop and implement the next one to reflect community priorities.</li> <li>e) Implement a program of continuous review of policies, procedures, and by-laws to create opportunities for balanced and compassionate solutions to homelessness.</li> </ul>
2.2 Improved quality and safety in social housing.	<ul style="list-style-type: none"> <li>a) Work collaboratively across sectors to improve safety of individuals and families living in social housing.</li> <li>b) Address the specific safety needs of populations, including equity-denied groups, living in social housing.</li> <li>c) Support improvements to policies and programs in the delivery of both responsive and preventative safety services throughout the social housing sector.</li> </ul>
2.3 Improved safety in shelter system.	<ul style="list-style-type: none"> <li>a) Establish and implement a set of community standards of care and system values to create safe spaces for people to shelter in.</li> <li>b) Collect feedback and input on sense of safety directly from service providers and those that access services.</li> </ul>
2.4 London has a strong system of enforcement to protect the health and safety of tenants.	<ul style="list-style-type: none"> <li>a) Implement a program of proactive rental property compliance blitzes.</li> </ul>

Outcome 3: A well planned and growing community.		
3.1	London's growth and development is well-planned and considers use, intensity, and form.	a) Develop and enhance planning implementation tools that advance the policies of The London Plan.
		b) Increase the efficiency and consistency of planning and development processes.
		c) Direct growth and intensification to strategic locations in a way that maximizes existing assets and resources.
		d) Protect natural heritage areas and agricultural areas for the needs of Londoners now and into the future.
3.2	The City of London supports faster/streamlined approvals and increasing the supply of housing with a focus on achieving our intensification targets.	a) Increase the efficiency and consistency of processes that support housing access and supply.
		b) Target new housing development to capitalize on our investments in new servicing, Rapid Transit, and the Core.

# Wellbeing and Safety

Expected Result	Draft Strategies
<b>Outcome 1:</b> London has safe, vibrant, and healthy neighbourhoods and communities.	
1.1 Londoners feel safe across the city, in the core, and in their neighbourhoods and communities.	<ul style="list-style-type: none"> <li>a) Continue to deliver and enhance high-quality and effective police, fire, and emergency preparedness services that make London a safe city for residents, businesses, and visitors.</li> <li>b) Strengthen collaboration and coordinated action among community safety partners through the implementation of the Community Safety and Wellbeing Plan.</li> <li>c) Support improvements to the delivery of public safety programs and services in the core and across the city.</li> <li>d) Provide public education about emergency preparedness, crime prevention, and fire and life safety.</li> <li>e) Modify municipal compliance protocol to proactively address emerging issues, including the health and homelessness crisis, using a balanced compassionate approach.</li> <li>f) Design and plan communities with evidence-informed health and safety tools and principles.</li> </ul>
1.2 Londoners have a strong sense of belonging and sense of place.	<ul style="list-style-type: none"> <li>a) Create meaningful opportunities for all Londoners to contribute to the health and vibrancy of their neighbourhoods.</li> <li>b) Create cultural opportunities that reflect the arts, heritage, and diversity of the community.</li> <li>c) Promote neighbourhood planning and design that creates safe, accessible, diverse, walkable, healthy, and connected communities.</li> <li>d) Remove barriers to participation and integration for equity-denied groups within neighbourhoods and across the community.</li> </ul>
1.3 Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life.	<ul style="list-style-type: none"> <li>a) Deliver programs and activities that foster improved physical, mental, and social wellbeing.</li> <li>b) Invest in infrastructure for publicly-owned facilities, parks, open spaces, and natural amenities that provide cultural, social, and recreational opportunities, programming and engagement.</li> <li>c) Remove barriers to participation and integration for equity-denied groups within neighbourhoods and across the community.</li> <li>d) Continue to support community partners to host special events in publicly-owned spaces across the city.</li> <li>e) Support and enhance resident-led programs and decision-making initiatives.</li> </ul>

1.4	Improved emergency services response time and reporting.	<ul style="list-style-type: none"> <li>a) Continue to respond to emergency and non-emergency events, including fires, medical emergencies, motor vehicle collisions, public hazard situations, water and ice rescues, hazardous materials incidents, and technical rescues.</li> <li>b) Maintain an appropriate fleet of fire vehicles.</li> <li>c) Enhance police <b>presence and improve</b> response times for emergency calls, urgent calls and in progress property calls.</li> </ul>
1.5	Improved traffic safety, traffic calming.	<ul style="list-style-type: none"> <li>a) Prioritize walking and cycling in the development or retrofitting of streets and roadways.</li> <li>b) Expand the Automated Speed Enforcement and Red Light Camera programs as feasible.</li> <li>c) Complete the installation of the 40 km/h Area Speed Limit program.</li> <li>d) Advance the installation of proactive traffic calming in school zones.</li> <li>e) Design and construct safer infrastructure.</li> </ul>
1.6	Improved park maintenance and garbage collection.	<ul style="list-style-type: none"> <li>a) Expand winter garbage collection in parks.</li> <li>b) Increase maintenance service level frequencies and extend park maintenance season into the fall months.</li> <li>c) Review the provision of drinking water in appropriate parks.</li> <li>d) Increase service level frequency for cleaning park washrooms.</li> <li>e) Increase service levels for supporting event and tournament clean-up and maintenance.</li> </ul>
1.7	Improved boulevard and bus shelter maintenance and garbage collection.	<ul style="list-style-type: none"> <li>a) Increase frequency of roadside litter collection on major roads.</li> <li>b) Assess opportunities to enhance garbage collection in bus shelters.</li> <li>c) <b>Develop a policy for the planting of perennial native species for roadsides, boulevards, and medians.</b></li> </ul>
1.8	Improved wayfinding and walkability.	<ul style="list-style-type: none"> <li>a) Implement a pilot wayfinding project from a section of the Thames Valley Parkway to nearby attractions and services.</li> <li>b) Implement a pilot wayfinding project for parks to help people find their way within the park and to and from nearby destinations on foot or bike.</li> </ul>
1.9	Improved health equity across neighbourhoods.	<ul style="list-style-type: none"> <li>a) Continue to apply a health equity lens to the delivery of MLHU programs and services.</li> <li>b) Increase focus on addressing food insecurity in priority neighbourhoods.</li> <li>c) Increase the capacity of employees to understand and have empathy for mental health as we deliver services to Londoners.</li> </ul>

Outcome 2: London is an affordable and supportive community for individuals and families.		
2.1	Housing in London is affordable and attainable.	a) Prioritize approval of housing projects that increase the depth of affordability in available housing options.
		b) Ensure there is an adequate supply of lands for new homes and services.
2.2	Londoners have timely/faster access to quality, affordable services.	a) Consider affordability when making service decisions through the application of the Equity Tool.
		b) Support community-led initiatives and partnerships through grants, collaboration and community plans that promote the wellbeing of Londoners.
		c) Support the delivery of, and timely access to, high-quality licensed child care and early years opportunities for families.
2.3	Londoners have equitable access to key services, community supports and recreational opportunities and supports that enhance wellbeing and resilience.	a) Identify and remove barriers and improve access to municipal programs, services, and supports.
		b) Improve resident satisfaction, safety, service, and recreation programming at Dearness Home.
		c) Provide, enhance, and promote access to municipal subsidy programs.
		d) Bridge the digital equity divide through the technology resources and related educational and programming support available at the London Public Library.
2.4	London continues its efforts to promote animal welfare including companion pets and wild animals.	a) Continue to encourage animal adoption and animal welfare initiatives.
		b) Continue to provide education and resources that promote animal welfare.
		c) Enhance and increase the number of off-leash dog park opportunities.



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

Expected Result	Draft Strategies
<b>Outcome 1:</b> 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**.	
1.1 Increased capacity to recognize, address, and prevent all forms of violence against women and girls and gender-based violence.	<ul style="list-style-type: none"> <li>a) Implement Indigenous-led actions that move the City of London closer toward addressing injustices against Indigenous women, girls, and 2SLGBTQIA+ people, collective healing, and prevention.</li> <li>b) Increase awareness of the pervasiveness of violence against women and girls, and gender-based violence, recognizing the historical and systemic intersections of racism and gender.</li> <li>c) Work alongside community-based organizations, leaders, and survivors to design a community-wide approach to address, prevent, and raise awareness about violence against women and girls, and gender-based violence.</li> <li>d) Provide training, tools, and resources that increase the capacity of the City of London, agencies, boards, and commissions to recognize, address, and prevent violence against women and girls, and gender-based violence.</li> <li>e) Apply the City of London Equity Tool to City-led programs, policies, services, budget decisions, and advocacy, specifically considering the needs of women, girls, and gender-diverse and trans people.</li> <li>f) Build programs, policies, by-laws, and services that are rooted in trauma and violence-informed care and informed by community-based organizations, leaders, and survivors.</li> <li>g) Continue to support women, gender-diverse and trans people, and survivors to access a continuum of safe and quality housing and homeless prevention options.</li> </ul>
1.2 Increased capacity to recognize, address, and prevent sexual exploitation and trafficking.	<ul style="list-style-type: none"> <li>a) Increase awareness of the pervasiveness of sexual exploitation and trafficking.</li> <li>b) Provide training, tools, and resources that support the City of London, agencies, boards, and commissions to recognize, address, and prevent sexual exploitation and trafficking.</li> </ul>
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.	<ul style="list-style-type: none"> <li>a) Explore new ways to collaborate with community partners to increase awareness of the prevalence and impacts of sexual violence and ways to prevent and eliminate it, through the implementation of the Safe Cities Action Plan.</li> <li>b) Increase the capacity of the City of London, agencies, boards, and commissions to recognize, address, and prevent sexual violence.</li> <li>c) Apply the City of London Equity tool to City-led planning, design and construction of public spaces and amenities, specifically considering the safety of women, girls, nonbinary and trans individuals and survivors.</li> </ul>

## Economic Growth, Culture, and Prosperity

Expected Result		Draft Strategies
<b>Outcome 1:</b> London encourages equitable economic growth and diversification.		
1.1	Small and growing businesses, entrepreneurs and non-profits are supported to be successful.	<ul style="list-style-type: none"> <li>a) Strengthen <b>existing and introduce new</b> partnerships and programs that support small and growing businesses, non-profits, and entrepreneurs.</li> <li>b) Improve City of London processes and supports for businesses and entrepreneurs.</li> </ul>
1.2	Increased economic activity from our core and the greater community.	<ul style="list-style-type: none"> <li>a) Support economic development initiatives through key service partners including <b>the London Chamber of Commerce, Pillar</b>, LEDC, TechAlliance, SBC, and Business Improvement Areas.</li> <li>b) Expand marketing and promotions initiatives focusing on events, activity, and business opportunities in London.</li> <li>c) Develop and enhance planning processes and tools to support a wide range of economic opportunities.</li> </ul>
1.3	London has a sufficient supply of serviced lands in strategic locations.	<ul style="list-style-type: none"> <li>a) Update and support the implementation of the Industrial Land Development Strategy.</li> </ul>
1.4	London is a regional center that proactively attracts <b>and retains</b> talent, business, and investment.	<ul style="list-style-type: none"> <li>a) Attract and retain a skilled workforce by marketing London as a destination for new investments, <b>education</b>, and talent.</li> <li>b) Foster and leverage strategic partnerships that promote collaboration, innovation, and investment in business and employment.</li> <li>c) Strengthen London's position as a regional centre for economic opportunity, and connectivity.</li> </ul>
<b>Outcome 2:</b> London is a destination of choice.		
2.1	London is a UNESCO City of Music and is recognized as a centre for arts, sport, and culture.	<ul style="list-style-type: none"> <li>a) Implement the UNESCO four-year action plan.</li> <li>b) Use existing <b>and create new</b> assets in creative ways that support London's profile as a destination for arts, culture, sport, and recreation.</li> </ul>
2.2	<p><b>Enhanced and increased creation and distribution of cultural activities, goods and services; notably the film and music industries.</b></p> <p><b>Continued growth of London's film industry.</b></p>	<ul style="list-style-type: none"> <li>a) Create databases for filming <b>and recording</b> locations and local talent.</li> <li>b) Market London to <b>creative producers throughout the cultural industries, including film and music productions</b> in Toronto and other markets.</li> <li>c) Support <b>and promote festivals and events including</b> the Forest City Film Festival <b>with industry events and location tours.</b></li> <li><del>d) Continue to promote London's film industry through social media, newsletters and online campaigns.</del></li> </ul>

Outcome 3: London encourages the growth of local artistic and musical talent		
3.1	Londoners have more opportunities to engage in diverse arts and music events.	a) Provide professional development, mentorship, networking, and collaboration opportunities for <b>artists, creators, and arts and culture workers individuals working in the arts and culture sector.</b>
		b) Provide accessible development/incubation opportunities for equity-denied <b>individuals working in the arts and culture sector. artists, creators, and arts and culture workers.</b>
3.2	Increased opportunities for performances or displays.	a) Nurture, incubate and provide more job opportunities for arts and culture talent.
		b) Provide more opportunities for artists and creators to perform and exhibit at diverse events and activations.
3.3	Increased use of municipal and cultural spaces for local talent.	a) Increase access to existing spaces (e.g., parks, open spaces, meeting rooms, maker spaces, etc.) for creation, rehearsals, and performances.
Outcome 4: London's core area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination.		
4.1	Increased and diversified economic activity from our core area.	a) Decrease commercial vacancy in the Core Area through new programs and initiatives.
		b) Implement an economic opportunity attraction strategy to encourage businesses to locate in the Core Area.
		c) Create a single point of contact to better serve the business community in the Core Area.
		d) <b>Develop capacities in Midtown to increase economic and community wellbeing.</b>
4.2	Increased residential occupancy and livability in the core area.	a) Develop programs to encourage commercial conversions and new housing development in the Core Area.
		b) Invest in public spaces and amenities to attract residents to the Core Area.
		c) Finalize a review of Core Area Community Improvement Plans and recommend enhancements to address key priorities.
4.3	Increased commercial occupancy in the core area.	a) Finalize and implement Core Area Vacancy Reduction Strategy.
		b) Promote the current supply of available space in the Core Area to attract new business.
		c) Increase awareness of the City's Core Area Community Improvement Plan incentives.
		d) <b>[Parking Strategy – Draft language to be developed]</b>

4.4	More inclusive cultural, recreational and sport activities and events.	a) Provide opportunities for visitors to experience exciting events and activations in inviting and accessible spaces.
		b) Provide arts, culture, sport and recreation events and activations for residents and visitors in the core.
		c) Support year-round arts, cultural, and music events to encourage people to visit the core area.
4.5	Increased safety in the core area.	a) Increase presence of London Police Service (LPS) officers in the core.
		b) Continue to provide public safety education for core area residents, businesses, organizations, and property owners.
		c) Increase presence in core for support and safety.
		d) Strengthen collaboration and coordinated action among core-area residents, businesses, organizations, and community safety partners.
		e) Support improvements to the delivery of public safety programs and services.
		f) Identify balanced and compassionate solutions to social service delivery, balancing the needs of businesses, community, and service providers.

# Mobility and Transportation

Expected Result	Draft Strategies
<b>Outcome 1:</b> Londoners of all identities, abilities and means can move throughout the city safely and efficiently.	
1.1 Improved reliability, quality and safety of all modes of mobility.	<ul style="list-style-type: none"> <li>a) Build infrastructure that provides safe, integrated, connected, reliable, and efficient transportation choices.</li> <li>b) Work with community partners to promote and improve safety of all modes of mobility.</li> </ul>
1.2 Increased access to sustainable mobility options.	<ul style="list-style-type: none"> <li>a) Complete and implement the Mobility Master Plan.</li> <li>b) Be ready for future transportation technologies, including connected and automated vehicles.</li> <li>c) Continue our path towards transitioning our bus fleet to zero-emissions.</li> </ul>
1.3 More equitable access to reliable public transportation options for people with disabilities including paratransit.	<ul style="list-style-type: none"> <li>a) Support greater access to affordable, reliable public transit and paratransit through the implementation of the London Transit Commission's 5 Year Service Plans, including growth hours.</li> <li>b) Assess opportunities to increase access to accessible vehicles for hire.</li> <li>c) Continue to provide an enhanced level of sidewalk and bus stop snow clearing.</li> <li>d) Consider first and last mile transit connections when constructing new sidewalks.</li> </ul>
1.4 Improved ridership and rider satisfaction.	<ul style="list-style-type: none"> <li>a) Implement the London Transit Commission Conventional 5 Year Service Plan, including growth hours.</li> <li>b) Support implementation of the London Transit Commission Ridership Growth Strategy initiatives.</li> <li>c) Implement the London Transit Commission Specialized 5 Year Service Plan, including growth hours.</li> <li>d) Support initiatives identified through Voice of the Customer surveys to improve rider satisfaction.</li> <li>e) Implement London's Rapid Transit Corridors to provide improved reliability for current conventional transit and Rapid Transit Operations to come.</li> </ul>
1.5 Better connected active transportation network serving persons of all ages and abilities.	<ul style="list-style-type: none"> <li>a) Build, maintain, enhance, and connect more infrastructure for walking and cycling.</li> </ul>
1.6 Public transit that better meets the needs of our workforce.	<ul style="list-style-type: none"> <li>a) Implement the London Transit Commission Conventional 5 Year Service Plan, including growth hours.</li> </ul>

		b) Support the implementation of Alternative Service Delivery options to areas of the City not currently served by transit.
1.7	Improved intercity transit connections with neighbouring communities.	a) Plan for regional transit connection locations in Secondary Plans and infrastructure projects.
		b) Implement a park-and-ride facility as part of the rapid transit network.

# Climate Action and Sustainable Growth

Expected Result		Draft Strategies
<b>Outcome 1:</b> London has a strong and healthy environment.		
1.1	Increased actions towards a circular economy.	<ul style="list-style-type: none"> <li>a) Work with residents and organizations to reduce waste and divert more materials from landfill.</li> <li>b) Create a plan for sustainable growth through waste diversion and energy management innovation that addresses the flow of materials (manufactured and natural), resources and energy.</li> </ul>
1.2	Waterways, wetlands, watersheds, and natural areas are protected and enhanced.	<ul style="list-style-type: none"> <li>a) Protect the natural environment and avoid natural hazards when building new infrastructure or development.</li> <li>b) Improve the natural environment and build resiliency when replacing aging infrastructure.</li> <li>c) Protect and enhance the health of the Thames River watershed through the implementation of the Shared Waters Approach and the Thames Valley Corridor Plan.</li> <li>d) Support the Watershed Resource Management Strategies to improve the health of the City's watersheds.</li> <li>e) Protect natural heritage areas for the needs of Londoners now and into the future.</li> </ul>
<b>Outcome 2:</b> <del>London is a model for climate action and sustainability in</del> London is one of the greenest and most resilient cities in Canada in alignment with the Council-declared climate emergency and the Climate Emergency Action Plan.		
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.	<ul style="list-style-type: none"> <li>a) Implement the Climate Emergency Action Plan with a focus on actions up to 2027 that will contribute towards community milestone emission reduction 2030 target.</li> <li>b) Plan for and adopt the use of zero-emissions, clean energy, and green infrastructure technologies.</li> </ul>
2.2	Improved community capacity and resilience to be ready for current and future changes to the climate and its impacts.	<ul style="list-style-type: none"> <li>a) Encourage community-led climate action through education, partnership, and promotion.</li> <li>b) Support community preparedness for the impacts of climate change and extreme weather.</li> <li>c) Implement the Climate Lens Framework across the City of London and its agencies, boards, and commissions and report on the results.</li> <li>d) Coordinate collecting and sharing environment and climate data to support evidence-informed decision-making.</li> </ul>
<b>Outcome 3:</b> London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of our community.		
3.1	The infrastructure gap is managed for all assets.	<ul style="list-style-type: none"> <li>a) Monitor and communicate changes in the infrastructure gap to inform management of City assets.</li> </ul>

		b) Invest in publicly-owned assets to maintain existing levels of service and to implement planned levels of service.
3.2	Infrastructure is built, maintained, and secured to support future growth and protect the environment.	a) Adapt infrastructure and assets to fit evolving community needs.
		b) Build, maintain and operate assets with consideration for accessibility, energy efficiency, environmental sustainability and climate resilience.
		c) Continue to develop and maintain cultural assets in our community.
		d) Integrate arts and culture into public infrastructure.
		e) Build, maintain, and operate technology focused on information security, performance, and value.



# Well-Run City

Expected Result	Draft Strategies
<b>Outcome 1:</b> The City of London is trusted, open, and accountable in service of our community.	
1.1 Londoners have trust and confidence in their municipal government.	<ul style="list-style-type: none"> <li>a) Measure and regularly report to the community on our performance.</li> <li>b) Increase transparency and accountability in decision making and the delivery of municipal programs and services.</li> <li>c) Continue to deliver the municipal services that meet the needs of a growing and changing community.</li> </ul>
1.2 Reduced barriers to public participation in municipal government.	<ul style="list-style-type: none"> <li>a) Increase the availability and accessibility of information through a variety of formats.</li> <li>b) Improve the quality, inclusivity, and accessibility of public participation opportunities.</li> <li>c) Improve voter engagement, participation, and awareness for the 2026 municipal election.</li> </ul>
1.3 Improved governance processes.	<ul style="list-style-type: none"> <li>a) Review municipal best practices, identifying gaps and opportunities, and deliver projects that improve performance.</li> <li>b) Apply the Equity Tool to our governance processes.</li> </ul>
<b>Outcome 2:</b> Londoners experience good stewardship, exceptional and valued service.	
2.1 Residents, businesses, and visitors' satisfaction with our services is high.	<ul style="list-style-type: none"> <li>a) Deliver services that are easily accessed, simple to use, timely, and accountable to residents, businesses, and visitors.</li> <li>b) Engage Londoners and use their feedback in the planning, design, and delivery of City services.</li> </ul>
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	<ul style="list-style-type: none"> <li>a) Provide high quality enterprise-wide staff training informed by industry best practices.</li> <li>b) Implement continuous improvement approaches enterprise-wide.</li> <li>c) Implement technology, business processes, data and analytics through the Technology Investment Strategy.</li> <li>d) Conduct targeted service reviews to ensure the efficient and effective allocation of resources.</li> </ul>

2.3	The City of London's regional and community relationships support the delivery of exceptional and valued service.	<ul style="list-style-type: none"> <li>a) Implement the Strategic Advocacy Framework.</li> <li>b) Build mutually beneficial relationships locally and regionally in support of Council's Strategic Plan.</li> </ul>
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	<ul style="list-style-type: none"> <li>a) Develop and monitor the Multi-Year Budget to align financial resources with Council's Strategic Plan.</li> <li>b) Review, update and implement the City's strategic financial principles, policies and practices.</li> <li>c) Support London's competitiveness through prudent and equitable fiscal policy.</li> <li>d) Conduct targeted service reviews to ensure the efficient and effective allocation of resources.</li> </ul>
<b>Outcome 3:</b> The City of London is a leader in public service.		
3.1	The City of London is recognized as an employer of choice.	<ul style="list-style-type: none"> <li>a) Attract and retain dedicated, highly skilled, and committed public servants to the City of London while identifying and removing barriers faced by equity-denied groups.</li> <li>b) Implement the People Plan to build an enterprise-wide culture that is inclusive, inspiring, <b>and</b> motivating, <b>and fun</b>.</li> <li>c) Implement Master Accommodation Plan and Alternative Work Strategies.</li> </ul>
3.2	The City of London is a safe, respectful, diverse, and healthy workplace.	<ul style="list-style-type: none"> <li>a) Implement the People Plan and other health and safety initiatives.</li> <li>b) Prioritize a respectful and supportive workplace for every employee, contractor, and member of the public.</li> <li>c) Strengthen a safe, and safety-conscious workplace for every employee, contractor, and member of the public.</li> <li>d) Strengthen the current mental health strategy as part of the implementation of the People Plan.</li> </ul>
3.3	The City of London has effective facilities and infrastructure management.	<ul style="list-style-type: none"> <li>a) Build, maintain, and operate facility assets to provide expected levels of service and optimize reliability and functionality.</li> </ul>

# Metrics – Target Setting

Strategy	Metrics	Targets				
		2019	2020	2021	2022	2023
<b>BSC-11</b> Advance the growth and development policies of the London Plan through enhanced implementations tools and investments in infrastructure.	100% of new zoning tool evaluation completed (Phase 1)	50%	50%	0%	0%	0%
	100% of new zoning tool completed (Phase 2)	0%	0%	25%	25%	50%
	100% of London Plan policies in force	80%	95%	100%	100%	100%
	100% of agricultural land preserved	100%	100%	100%	100%	100%
	100% of Urban Growth Boundary review completed	0%	10%	80%	10%	0%
	45% growth that is intensification (within Built Area Boundary)	45%	45%	45%	45%	45%
	75% intensification within Primary Transit Area	75%	75%	75%	75%	75%
	100% urban growth within Urban Growth Boundary	100%	100%	100%	100%	100%
	100% of Provincially Significant Wetlands, Areas of Natural and Scientific Interest, and Environmentally Significant Areas retained	100%	100%	100%	100%	100%
	1,869 additional permit ready lots available	2,391	3,063	3,407	3,748	4,260
	2,870 additional market ready units available	23,625	25,226	24,664	26,556	26,495

Outcome 1: London encourages equitable economic growth and diversification.

Expected Result	Draft Strategies
<p>1.1 - Small and growing businesses, entrepreneurs and not-for-profits are supported to be successful.</p>	<ul style="list-style-type: none"> <li>a. Strengthen existing and introduce new partnerships and programs that support small and growing businesses.</li> <li>b. Create a regulatory framework in which businesses, entrepreneurs, cultural and not-for-profit organizations can prosper and grow.</li> </ul>
<p>1.2 - Increased economic activity from our core and the greater community.</p>	<ul style="list-style-type: none"> <li>a. Support economic development initiatives through key service partners including The London Chamber of Commerce, Pillar, LEDC, TechAlliance, SBC, and Business Improvement Areas</li> <li>b. Expand marketing and promotions initiatives focusing on events, activity, and business opportunities in London.</li> <li>c. Develop and enhance planning processes and tools to support a wide range of economic opportunities.</li> </ul>
<p>1.3 - London has a sufficient supply of serviced lands in strategic locations.</p>	<ul style="list-style-type: none"> <li>a. Update and support the implementation of the Industrial Land Development Strategy.</li> </ul>
<p>1.4 - London is a regional center that proactively attracts and retains talent, business, and investment.</p>	<ul style="list-style-type: none"> <li>a. Attract and retain a skilled workforce by marketing London as a destination for new investments and talent.</li> <li>b. Foster and leverage strategic partnerships that promote collaboration, innovation, and investment in business and employment.</li> <li>c. Strengthen London's position as a regional centre for economic opportunity, and connectivity.</li> </ul>

Outcome 2: London is a destination of choice for working, living and recreation.

Expected Result	Draft Strategies
<p>2.1 – London is a UNESCO City of Music and is recognized as a centre for arts, sport, and recreation.</p>	<ul style="list-style-type: none"> <li>a. Implement the UNESCO four-year action plan.</li> <li>b. Use existing and create new assets in creative ways that support London’s profile as a destination for arts, culture, sport, and recreation.</li> <li>c. Initiate professional and artistic exchange programmes and networks.</li> <li>d. Undertake research and analysis on the local impacts of culture, sport, and heritage.</li> <li>e. Undertake communication and awareness raising activities.</li> <li>f. Work collaboratively to ensure London’s culture and heritage venues are inclusive and well-maintained.</li> <li>g. Actively support Heritage London’s initiatives to preserve, celebrate and increase awareness of London’s heritage properties</li> </ul>
<p>2.2 - Enhanced and increased creation and distribution of cultural activities, goods and services; notably the film and music industries.</p>	<ul style="list-style-type: none"> <li>a. Create databases for filming and recording locations and local talent.</li> <li>b. Market London to creative producers throughout the cultural industries, including film and music productions, in Toronto and other markets.</li> <li>c. Support and promote festivals and events including the Forest City Film Festival.</li> <li>d. Continue to promote London’s creative industries through social media, newsletters and online campaigns.</li> <li>e. Develop a plan to attract and retain creators and cultural workers</li> </ul>
<p>2.3 London is recognized as a premiere tourism destination domestically and internationally.</p>	

Outcome 3: London will integrate creativity and culture into local development strategies and plans

Expected Result	Draft Strategies
<p>3.1 - Londoners have increased access to and participation in cultural and creative activities both as creators and consumers of culture.</p>	<ul style="list-style-type: none"> <li>a. Provide professional development, mentorship, networking, and collaboration opportunities for artists, creators, and arts and culture workers.</li> <li>b. Provide accessible and equitable access to development/incubation opportunities for equity-denied artists, creators, and arts and culture workers.</li> <li>c. develop hubs of creativity and innovation and more opportunities for creators and professionals in the creative and cultural sector; notably including cultural exchanges with other communities domestically and internationally and the opportunity to perform and exhibit at diverse events and activations.</li> <li>d. Increase access to existing spaces (e.g. parks, open spaces, meeting rooms, maker spaces, etc.) for creation, rehearsals, and performances.</li> <li>e. Simplify permitting procedures and reduce costs.</li> <li>f. Rationalize and improve bylaws and regulations to create a more music and musician-friendly environment.</li> <li>g. Update Cultural Prosperity Plan</li> </ul>

Outcome 4: London's core area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination.

Expected Result	Draft Strategies
4.1 - Increased and diversified economic activity from our core area	<ul style="list-style-type: none"> <li>a. Decrease commercial vacancy in the Core Area through new program and initiatives.</li> <li>b. Implement an economic opportunity attraction strategy to encourage businesses to locate in the Core Area.</li> <li>c. Create a single point of contact to better serve the business community in the Core Area.</li> </ul>
4.2 - Increased residential occupancy and livability in the core area	<ul style="list-style-type: none"> <li>a. Develop programs to encourage commercial conversions and new housing development in the Core Area.</li> <li>b. Invest in public spaces and amenities to attract residents to the Core Area.</li> <li>c. Finalize a review of Core Area Community Improvement Plans and recommend enhancements to address key priorities.</li> </ul>
4.3 - Increased commercial occupancy in the core area	<ul style="list-style-type: none"> <li>a. Finalize and implement Core Area Vacancy Reduction Strategy.</li> <li>b. Promote the current supply of available space in the Core Area to attract new business.</li> <li>c. Increase awareness of the City's Core Area Community Improvement Plan incentives.</li> </ul>
4.4 - More cultural activities, events, and recreational and sport activities	<ul style="list-style-type: none"> <li>a. Provide opportunities for visitors to experience exciting events and activations in inviting and accessible spaces.</li> <li>b. Provide increased opportunities for residents of the core neighbourhood to experience diverse culture, recreation, and sports programs and activities that foster improved physical, mental, and social wellbeing.</li> <li>c. Support year-round arts, cultural, and music events to encourage people to visit the Core Area.</li> </ul>

4.5 - Increased safety in the core area

- a. Increase presence of London Police Service (LPS) officers in the core.
- b. Continue to provide public safety education for core area residents, businesses, organizations, and property owners.
- c. Increase presence in core for support and safety.
- d. Strengthen collaboration and coordinated action among core-area residents, businesses, organizations, and community safety partners.
- e. Support improvements to the delivery of public safety programs and services.

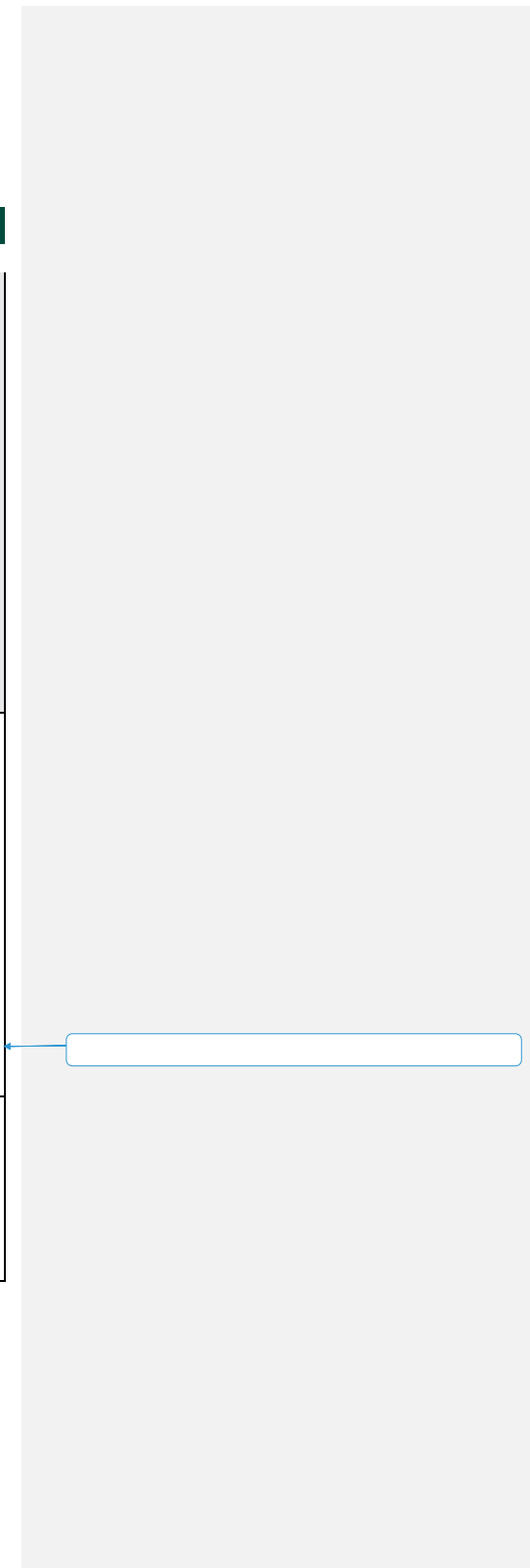


Outcome 1: London encourages equitable economic growth and diversification.

Expected Result	Draft Strategies
<p>1.1 - Small and growing businesses, entrepreneurs and not-for-profits are supported to be successful.</p>	<ul style="list-style-type: none"> <li>a. Strengthen <a href="#">existing and introduce new</a> partnerships and programs that support small and growing businesses.</li> <li>b. <a href="#">Create a regulatory framework in which businesses, entrepreneurs, cultural and not-for-profit organizations can prosper and grow.</a><del>Improve City of London processes and supports for businesses and entrepreneurs.</del></li> </ul>
<p>1.2 - Increased economic activity from our core and the greater community.</p>	<ul style="list-style-type: none"> <li>a. Support economic development initiatives through key service partners including <a href="#">The London Chamber of Commerce, Pillar</a>, LEDC, TechAlliance, SBC, and Business Improvement Areas</li> <li>b. Expand marketing and promotions initiatives focusing on events, activity, and business opportunities in London.</li> <li>c. Develop and enhance planning processes and tools to support a wide range of economic opportunities.</li> </ul>
<p>1.3 - London has a sufficient supply of serviced lands in strategic locations.</p>	<ul style="list-style-type: none"> <li>a. Update and support the implementation of the Industrial Land Development Strategy.</li> </ul>
<p>1.4 - London is a regional center that proactively attracts <a href="#">and retains</a> talent, business, and investment.</p>	<ul style="list-style-type: none"> <li>a. Attract and retain a skilled workforce by marketing London as a destination for new investments and talent.</li> <li>b. Foster and leverage strategic partnerships that promote collaboration, innovation, and investment in business and employment.</li> <li>c. Strengthen London's position as a regional centre for economic opportunity, and connectivity.</li> </ul>

Outcome 2: London is a destination of choice for working, living and recreation.

Expected Result	Draft Strategies
<p>2.1 – London is a UNESCO City of Music and is recognized as a centre for arts, sport, and recreation.</p>	<ul style="list-style-type: none"> <li>a. Implement the UNESCO four-year action plan.</li> <li>b. Use existing <u>and create new</u> assets in creative ways that support London’s profile as a destination for arts, culture, sport, and recreation.</li> <li>c. <u>Initiate professional and artistic exchange programmes and networks</u></li> <li>d. <u>Undertake research and analysis on the local impacts of culture, sport, and heritage;</u></li> <li>b.e. <u>Undertake communication and awareness raising activities.</u></li> <li>e.f. Work collaboratively to ensure London’s culture and heritage venues are inclusive and well-maintained.</li> <li>d.g. Actively support Heritage London’s initiatives to preserve, celebrate and increase awareness of London’s heritage properties</li> </ul>
<p>2.2 - <u>Enhanced and increased creation and distribution of cultural activities, goods and services; notably the film and music industries. Continued growth of London’s film industry.</u></p>	<ul style="list-style-type: none"> <li>a. Create databases for filming <u>and recording</u> locations and local talent.</li> <li>b. Market London to <u>creative producers throughout the cultural industries, including film and music productions,</u> in Toronto and other markets.</li> <li>c. Support <u>and promote festivals and events including</u> the Forest City Film Festival <del>with industry events and location tours.</del></li> <li>d. Continue to promote London’s <u>creative film</u> industries through social media, newsletters and online campaigns.</li> <li>d.e. <u>Develop a plan to attract and retain creators and cultural workers</u></li> </ul>
<p>2.3 <u>London is recognized as a premiere tourism destination domestically and internationally.</u></p>	



Outcome 3: London will integrate creativity and culture into local development strategies and plans ~~London encourages the growth of local artistic and musical talent.~~

Expected Result	Draft Strategies
<p>3.1 - Londoners have <u>increased access to and participation in cultural and creative activities both as creators and consumers of culture, more opportunities to engage in diverse arts and music events.</u></p>	<p>a. Provide professional development, mentorship, networking, and collaboration opportunities for artists, creators, and arts and culture workers.</p> <p>b. Provide accessible <u>and equitable access to</u> development/incubation opportunities for equity-denied artists, creators, and arts and culture workers.</p> <p><del>b.c.</del> <u>develop hubs of creativity and innovation and more opportunities for creators and professionals in the creative and cultural sector; notably including cultural exchanges with other communities domestically and internationally and the opportunity to perform and exhibit at diverse events and activations.</u></p> <p>d. <u>Increase access to existing spaces (e.g. parks, open spaces, meeting rooms, maker spaces, etc.) for creation, rehearsals, and performances.</u></p> <p>e. <u>Simplify permitting procedures and reduce costs.</u></p> <p><del>e.f.</del> <u>Rationalize and improve bylaws and regulations to create a more music and musician-friendly environment.</u></p> <p><del>e.g.</del> <u>Update Cultural Prosperity Plan</u></p>
<p><del>3.2—Increased opportunities for performances or displays.</del></p>	<p>a. <del>Nurture, incubate and provide more job opportunities for arts and culture talent.</del></p> <p>b. <del>Provide more opportunities for artists and creators to perform and exhibit at diverse events and activations.</del></p>
<p><del>3.3—Increased use of municipal and cultural spaces for local talent.</del></p>	

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Outcome 4: London’s core area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination.

Expected Result	Draft Strategies
4.1 - Increased and diversified economic activity from our core area	<ul style="list-style-type: none"> <li>a. Decrease commercial vacancy in the Core Area through new program and initiatives.</li> <li>b. Implement an economic opportunity attraction strategy to encourage businesses to locate in the Core Area.</li> <li>c. Create a single point of contact to better serve the business community in the Core Area.</li> </ul>
4.2 - Increased residential occupancy and livability in the core area	<ul style="list-style-type: none"> <li>a. Develop programs to encourage commercial conversions and new housing development in the Core Area.</li> <li>b. Invest in public spaces and amenities to attract residents to the Core Area.</li> <li>c. Finalize a review of Core Area Community Improvement Plans and recommend enhancements to address key priorities.</li> </ul>
4.3 - Increased commercial occupancy in the core area	<ul style="list-style-type: none"> <li>a. Finalize and implement Core Area Vacancy Reduction Strategy.</li> <li>b. Promote the current supply of available space in the Core Area to attract new business.</li> <li>c. Increase awareness of the City’s Core Area Community Improvement Plan incentives.</li> </ul>
4.4 - More multicultural activities, events and recreational and sport activities	<ul style="list-style-type: none"> <li>a. Provide opportunities for visitors to experience exciting events and activations in inviting and accessible spaces.</li> <li>b. Provide increased opportunities for residents of the core neighbourhood to experience diverse culture, recreation, and sports programs and activities that foster improved physical, mental, and social wellbeing.</li> <li>c. Support year-round arts, cultural, and music events to encourage people to visit the Core Area.</li> </ul>

4.5 - Increased safety in the core area

- a. Increase presence of London Police Service (LPS) officers in the core.
- b. Continue to provide public safety education for core area residents, businesses, organizations, and property owners.
- c. Increase presence in core for support and safety.
- d. Strengthen collaboration and coordinated action among core-area residents, businesses, organizations, and community safety partners.
- e. Support improvements to the delivery of public safety programs and services.

## METRICS

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# Reconciliation, Equity, and Inclusion

## Population Level Indicator: Newcomer Retention

Expected Result		Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.		
1.1	Establishment of new and strengthening current relationships with local First Nation and urban Indigenous communities and Indigenous-serving organizations.	<ul style="list-style-type: none"> <li>a) # of activities with First Nation and urban Indigenous communities and Indigenous-serving organizations</li> <li>b) # of initiatives developed with or led-by First Nation and urban Indigenous communities and Indigenous-serving organizations</li> <li>c) # of new or strengthened relationships with local First Nation and urban Indigenous communities and Indigenous-serving organizations</li> <li>d) % of identified communities and organizations feel that their engagement with the municipality feels more inclusive</li> </ul>
1.2	Enhanced understanding of the Truth and Reconciliation Commission Calls to Action and how to best implement them.	<ul style="list-style-type: none"> <li>a) # of staff trained on the Truth and Reconciliation Calls to Action</li> <li>b) # of actions from the Truth and Reconciliation Action Plan that are implemented</li> </ul>
<b>Outcome 2:</b> The City of London is a leader in becoming an equitable and inclusive community.		
2.1	Meaningful relationships and partnerships with equity-denied groups and with organizations led by, for, and with equity-denied communities.	<ul style="list-style-type: none"> <li>a) # of new relationships/partnerships created with or led by equity-denied communities</li> <li>b) # of equity-driven initiatives, strategies, and actions implemented</li> </ul>
2.2	Equity-denied groups come to London and choose to stay in our community.	<ul style="list-style-type: none"> <li>a) Net average annual Newcomer inflow through direct and secondary migration</li> <li>b) Newcomer annual retention rate</li> </ul>
2.3	Our services are informed and delivered by the communities we serve.	<ul style="list-style-type: none"> <li>a) # of community engagement activities intentionally focused on engaging equity-denied groups</li> <li>b) # of services, programs, policies, and projects where the Equity Tool was applied</li> </ul>
<b>Outcome 3:</b> All Londoners have opportunities to participate in civic engagement.		
3.1	Increased access for, and participation of, equity-denied groups in civic engagement.	<ul style="list-style-type: none"> <li>a) # of community engagement activities intentionally focused on engaging equity-denied groups</li> </ul>

		b) % of applicants to boards, commissions, and advisory committees who self-identify as being part of equity-denied groups
3.2	Increased participation in City of London internship programs and employment opportunities for equity-denied groups.	a) # of new internship positions filled by individuals who identify as being part of equity-denied groups
		b) % of new hires that identify as representing an equity-denied group
		c) % of respondents indicating satisfaction with how they feel included in the system that is the municipality



# Housing and Homelessness

**Population Level Indicators:** Rate of Homelessness; Percentage of Households in Core Housing Need

Expected Result	Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.	
1.1 Increased access to a range of quality, affordable, and supportive housing options that meet the unique needs of individuals and families.	a) # of portable benefits/supplements issued
	b) # of individuals and families matched to housing through housing stability services
	c) # of transitional, supportive, social, affordable units
	d) # of people on community housing waitlist
<b>Outcome 2:</b> 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.	
2.1 Decreased number of individuals and families at risk of or experiencing homelessness.	a) # of households matched to support programs
	b) # of individuals and families housed
	c) # of individuals who retain housing
	d) # of people on By-Name list
2.2 Improved quality and safety in social housing.	a) % of established community standards implemented
	b) # of units regenerated in social housing
2.3 Improved safety in shelter system.	a) # of community standards and practices implemented to promote safety and security in shelters
	b) % of shelter users who identified feeling safe in shelter
2.4 London has a strong system of enforcement to protect the health and safety of tenants.	a) # of properties/rental units involved in proactive blitzes

**Outcome 3: A well planned and growing community.**

2.1	London's growth and development is well-planned and considers use, intensity, and form.	a) # of completed planning initiatives that consider use, intensity, and form.
		b) # housing units constructed within the built-out city.
2.2	The City of London supports faster/streamlined approvals and increasing the supply of housing with a focus on achieving our intensification targets.	a) # of new housing units
		b) % of planning and development approvals issued within mandated timelines.

# Wellbeing and Safety

**Population Level Indicators:** Poverty Rate; Crime Severity Index; London's average home price

Expected Result	Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> London has safe, vibrant, and healthy neighbourhoods and communities.	
1.1 Londoners feel safe across the city, in the core, and in their neighbourhoods and communities.	a) % of residents who feel safe in their neighbourhoods during daylight hours
	b) % of residents who feel safe in their neighbourhoods at night
	c) # of safety and well-being activities, initiatives, programs and supports
1.2 Londoners have a strong sense of belonging and sense of place.	a) # of activities or actions implemented to create a sense of belonging and place
	b) % of residents that believe London is a welcoming community and that they have a strong sense of belonging to the city
1.3 Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life.	a) % of residents that rate their quality of life in London as good or very good
	b) % of Londoners who live 800 metres from a park that allows for a choice of mobility options to enjoy the green space.
	c) % of Dearness residents who are satisfied
1.4 Improved emergency services response time and reporting.	a) Dispatch Priority 1 (Emergency) Response Time (received to first at scene) <i>Police: 90th Percentile response time</i>
	b) Dispatch Priority 2 (Urgent) Response time (received to first at scene) <i>Police: 90th Percentile response time</i>
	c) Actual 90th percentile total response time for emergency incidents
	d) # of structure fires
	e) # of fire related injuries per 100,000 population in London
1.5 Improved traffic safety, traffic calming.	a) # of traffic safety measures, including traffic calming measures implemented
	b) # of collisions causing injuries/fatalities
	c) # of collisions involving pedestrians or cyclists
	d) % Residents who feel satisfied with the quality of police services provided by the London Police Service for traffic safety

1.6	Improved park maintenance and garbage collection.	a) # of garbage receptacles in parks
		b) # of pet waste receptacles
		c) # of grass cutting cycles per year
		d) % of public satisfied with parks and open spaces
		e) <b>[quantify] native perennial species planted</b>
1.7	Improved boulevard and bus shelter maintenance and garbage collection.	a) # of grass cutting cycles per year
		b) # of routine cleanings of bus shelters
1.8	Improved wayfinding and walkability.	a) # of new downtown wayfinding signs
		b) # of new wayfinding signs for active modes
		c) % of Londoners who live 800 metres from a park that allows for a choice of mobility options to enjoy the green space
		d) # of neighbourhood connectivity plans completed annually
1.9	Improved health equity across neighbourhoods.	a) # of basic need programs in priority neighbourhoods
		b) # of London residents experiencing poverty (based on the Low Income Cut-Off-After Tax (LICO-AT))
		c) Food bank utilization
		d) <b># of hectares of public land devoted to community gardens</b>
		e) <b># of neighbourhoods with community gardens</b>
<b>Outcome 2:</b> London is an affordable and supportive community for individuals and families.		
2.1	Housing in London is affordable and attainable.	a) # of new housing units

		b) # of transitional, supportive, social, affordable units
		c) # of new attainable housing units
		d) Apartment vacancy rate (%)
		e) London's average rental rates
2.2	Londoners have timely/faster access to quality, affordable services.	a) # of new affordable licensed child care spaces supported
		b) # of affordable/subsidized spaces in services
		c) % of Ontario Works cases who exit Ontario Works within one year
		d) % of London residents satisfied with the time it takes to receive municipal services.
2.3	Londoners have equitable access to key services, community supports and recreational opportunities and supports that enhance wellbeing and resilience.	a) # of subsidized transit passes and tickets sold
		b) # of individuals and groups who access free or subsidized neighbourhood, recreation and sport programs and spaces
2.4	London continues its efforts to promote animal welfare including companion pets and wild animals.	a) # of animals supported by animal welfare programs
		b) # of animal related premise improvements

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

Population Level Indicators: Violent crime against women; Rate of intimate partner violence

Expected Result	Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> 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**.	
1.1 Increased capacity to recognize, address, and prevent all forms of violence against women and girls and gender-based violence.	a) % of victims/survivors who participated in the Victim Support Initiative and found the program helpful b) # of programs developed and delivered to prevent violence against women, girls, and gender-based violence c) # of employees trained on recognizing, addressing, and preventing violence against women and girls and gender-based violence d) # of collaborative partnerships developed and/or strengthened
1.2 Increased capacity to recognize, address, and prevent sexual exploitation and trafficking.	a) # of identified potential victims of Human Trafficking who were offered support per 100,000 female population b) # of multi-agency programs developed and delivered to recognize, address, and prevent sexual exploitation and trafficking c) # of employees trained on recognizing, addressing, and preventing 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.	a) # of individuals that participate in education and training related to sexual violence b) # of tools and resources developed c) # of collaborative partnerships developed and strengthened

# Economic Growth, Culture, and Prosperity

Population Level Indicators: Labour Force Participation Rate; Unemployment Rate

Expected Result		Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> London encourages equitable economic growth and diversification.		
1.1	Small and growing businesses, entrepreneurs and non-profits are supported to be successful.	a) \$ invested to support starting and scaling-up for small businesses, entrepreneurs, and non-profits
		b) # of business licenses issued
		c) # of small businesses, entrepreneurs, and non-profits supported by economic partners
1.2	Increased economic activity from our core and the greater community.	a) Value of non-residential building permits for new construction and renovations
		b) # net-new jobs created
1.3	London has a sufficient supply of serviced lands in strategic locations.	a) # Hectares of industrial land purchased
		b) # Hectares of serviced industrial land available for sale
1.4	London is a regional center that proactively attracts and retains talent, business, and investment.	a) # of individuals in the workforce
		b) # of jobs created
		c) \$ of assessment change in City-owned industrial parks
<b>Outcome 2:</b> London is a destination of choice.		
2.1	London is a UNESCO City of Music and is recognized as a centre for arts, sport, and culture.	a) UNESCO City of Music status is maintained
		b) # of provincial/national/international events hosted
2.2	Enhanced and increased creation and distribution of cultural activities, goods and services; notably the film and music industries.  Continued growth of London's film industry.	a) # of productions filmed or partially filmed in London
		b) # of films permitted in municipal spaces

Outcome 3: London encourages the growth of local artistic and musical talent		
3.1	Londoners have more opportunities to engage in diverse arts and music events.	a) # of artists/creators participating in London Arts Council paid work opportunities
		b) # of arts and music events held in London
3.2	Increased opportunities for performances or displays.	a) # of artists/creators/art professionals supported through programs and funding
		b) # of events
3.3	Increased use of municipal and cultural spaces for local talent.	a) # of events hosted in municipal facilities
		b) # of events hosted in cultural spaces
Outcome 4: London's core area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination.		
4.1	Increased and diversified economic activity from our core area.	a) # of new business licences issued in the core area
		b) Value of building permits in the core
		c) Net gain/loss of businesses
4.2	Increased residential occupancy and livability in the core area.	a) # of new public amenities in the core area
		b) # of new residential units in the core
		c) # of new tree plantings
		d) % core area residential rental vacancy rate
4.3	Increased commercial occupancy in the core area.	a) % core area commercial vacancy rate
		b) Sq ft of commercial space occupied vs vacant, ground level and upper floors



4.4	More inclusive cultural, recreational and sport activities and events.	a) # of recreational and sports activities hosted in the Core Area
		b) # of cultural and multi-cultural events and activations hosted in the Core Area
		c) # of events and festivals hosted in the Core Area
		d) # of registered recreation and sport program locations in the core area
4.5	Increased safety in the core area.	a) # of property crimes reported in the core area
		b) # of violent crimes reported in the core area

# Mobility and Transportation

Expected Result		Draft Metrics (what is the unit of measure? How will we measure success?)
Outcome 1: Londoners of all identities, abilities and means can move throughout the city safely and efficiently.		
1.1	Improved reliability, quality and safety of all modes of mobility.	a) # of collisions causing injuries/fatalities
		b) # of collisions involving pedestrians or cyclists
		c) Travel time index
		d) # of km of Thames Valley Parkway repaired or replaced annually
		e) % of modal share split
1.2	Increased access to sustainable mobility options.	a) % of transit fleet that is zero-emission vehicles
		b) # of cycling/pedestrian infrastructure improvements
		c) % of Mobility Master Plan implemented
1.3	More equitable access to reliable public transportation options for people with disabilities including paratransit.	a) % of events where minimum maintenance standards for sidewalk snow plowing are met
		b) % rider satisfaction with specialized service (Paratransit)
1.4	Improved ridership and rider satisfaction.	a) % rider satisfaction with conventional bus service
		b) % ridership change over previous year
1.5	Better connected active transportation network serving persons of all ages and abilities.	a) # of kms of maintained multi-use pathways
		b) # metres of new sidewalks built
		c) # metres of new bike lanes built or upgraded

1.6	Public transit that better meets the needs of our workforce.	a) % rider satisfaction with conventional service and specialized service (Paratransit)
		b) % rider satisfaction with service to industrial workplaces
1.7	Improved intercity transit connections with neighbouring communities.	a) # of regional transit services providing connection to London Transit services
		b) # of partnerships with neighbouring communities and organizations that support improved intercity transit

# Climate Action and Sustainable Growth

## Population Level Indicators: Total Community GHG Emissions

Expected Result	Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> London has a strong and healthy environment.	
1.1 Increased actions towards a circular economy.	a) % of Circular Economy Innovation Plan implemented b) % waste diversion from landfill
1.2 Waterways, wetlands, watersheds, and natural areas are protected and enhanced.	a) # of projects that use green infrastructure or nature-based restoration b) # of projects that protect or enhance watersheds c) # of hectares of invasive species managed d) # of hectares of protected environmental lands e) # of hectares of enhancement and environmental improvement projects f) Volume of storage constructed to reduce overflows and bypasses (ML/d capacity) g) % reduction in sewage overflow volume annually h) # kms of combined sewers separated
<b>Outcome 2:</b> London is one of the greenest and most resilient cities in Canada in alignment with the Council-declared climate emergency and the Climate Emergency Action Plan.	
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.	a) % change in per-person community GHG emissions b) % change in total Corporate energy-related GHG emissions c) total kWh/year of renewable energy produced

2.2	Improved community capacity and resilience to be ready for current and future changes to the climate and its impacts.	a) # of sources contributing local climate change data annually
		b) % of City Divisions and City Agencies, Boards and Commissions using the Climate Lens Framework
		c) # of adaptation projects to protect critical City facilities and neighbourhoods from flooding
		d) # of community-focused climate action engagement events encouraged and/or supported
<b>Outcome 3:</b> London’s infrastructure and systems are built, maintained, and operated to meet the long-term needs of our community.		
3.1	The infrastructure gap is managed for all assets.	a) % of 10-year infrastructure gap compared to the cost to replace all City-owned assets
		b) % of 10-year infrastructure gap compared to the cost to replace all tax-supported assets
		c) % of 10-year infrastructure gap compared to the cost to replace all water and wastewater rate-supported assets
3.2	Infrastructure is built, maintained, and secured to support future growth and protect the environment.	a) % of municipally-owned assets in “Fair”, “Good” or “Very Good” condition
		b) # of projects that enhance energy efficiency, environmental sustainability, or climate resiliency, tracked by additional measures such as number of kilowatt-hours conserved, litres of water reduced, kilograms of waste diverted, greenhouse gas reduced, etc.

# Well-Run City

## Population Level Indicators: Voter Turnout in the 2026 Municipal Election

Expected Result	Draft Metrics (what is the unit of measure? How will we measure success?)
<b>Outcome 1:</b> The City of London is trusted, open, and accountable in service of our community.	
1.1 Londoners have trust and confidence in their municipal government.	a) % of residents satisfied with the quality of service delivery b) % of residents satisfied with the accessibility of service delivery c) % of residents satisfied with the time it takes to receive services
1.2 Reduced barriers to public participation in municipal government.	a) # of community engagement activities intentionally focused on engaging equity-denied groups b) % of London residents satisfied with the accessibility of municipal services c) # of Londoners participating in Neighbourhood Decision Making
1.3 Improved governance processes.	a) # of services, programs, policies, and projects where the Equity Tool was applied
<b>Outcome 2:</b> Londoners experience good stewardship, exceptional and valued service.	
2.1 Residents, businesses, and visitors' satisfaction with our services is high.	a) % of Londoners satisfied with the overall level and quality of services provided by the City of London. b) % of Londoners who contacted the City that were satisfied with the overall service they received. c) Level of event experience satisfaction
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	a) # of resident/business/visitor engagement initiatives b) # of processes and practices implemented related to continuous improvement c) # of Londoners participating in public participation meetings (in person and online)

2.3	The City of London's regional and community relationships support the delivery of exceptional and valued service.	a) # of successful advocacy projects delivered through the Strategic Advocacy Framework b) # of advocacy projects that engage London's local and regional relationships.
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	a) The City's Aaa credit rating is maintained b) # of third-party audits completed c) # of enhanced financial processes and reporting incorporating intergenerational equity, affordability and environmental, social, and governance considerations
<b>Outcome 3:</b> The City of London is a leader in public service.		
3.1	The City of London is recognized as an employer of choice.	a) % of employee retention b) % of employee who say they are engaged c) # of interns who are offered paid positions following internship
3.2	The City of London is a safe, respectful, diverse, and healthy workplace.	a) % of lost time due to injury b) # of complaints received under the Respectful Workplace Policy c) # of complaints received under the Workplace Violence Prevention Policy d) # of employees who self-identify as being a member of an equity-denied group
3.3	The City of London has effective facilities and infrastructure management.	a) % facilities reinvestment rate b) % facility assets in fair or better condition c) % planned / preventative maintenance activities vs. all maintenance activities

# Planning and Environment Committee

## Report

4th Meeting of the Planning and Environment Committee  
February 21, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors J. Pribil and C. Rahman; J. Adema, M. Corby, M. Davenport, K. Edwards, K. Gonyou, A. Job, T. Macbeth, S. Mathers, H. McNeely, B. O'Hagan, M. Pease and A. Rammeloo

Remote attendance: I. Abushehada, K. Dawtrey, M. Greguol, B. House, P. Kokkoros, J. Lee, A. Patel and B. Westlake-Power

The meeting is called to order at 4:01 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 Consent Items 2.1 to 2.7 and 2.9 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 Building Division Monthly Report - November 2022

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

That the revised Building Division Monthly report for November 2022 BE RECEIVED for information. (2023-A23)

**Motion Passed**

#### 2.2 Building Division Monthly Report - December 2022

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

That the Building Division Monthly report for December 2022 BE RECEIVED for information. (2023-A23)

**Motion Passed**



2.3 3rd Report of the Community Advisory Committee on Planning

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

That, the 3rd Report of the Community Advisory Committee on Planning, from its meeting held on February 8, 2023, BE RECEIVED for information. (2023-A02)

**Motion Passed**

2.4 3095 and 3105 Bostwick Road - Talbot Village Subdivision Phase 7 - Special Provisions (39T-21502\_7)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Topping Brothers Land Corp./Topping Family Farm Inc., for the subdivision of land over CON ETR E PT LOT 77, situated south of Southdale Road West and west of Bostwick Road, municipally known as 3095 and 3105 Bostwick Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Topping Brothers Land Corp./Topping Family Farm Inc., for the Talbot Village Subdivision, Phase 7 (39T-21502\_7) appended to the staff report dated February 21, 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 February 21, 2023, as Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated February 21, 2023, as Appendix "C"; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2023-D12)

**Motion Passed**

2.5 1602 Sunningdale Road West - Three Year Extension and Redline Revisions (39T-11503)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Foxwood Developments (London) Inc., for the property located at 1602 Sunningdale Road West, the Approval Authority BE ADVISED that Municipal Council supports granting a three (3) year extension of the draft plan of subdivision, submitted by Foxwood Developments (London) Inc. (File No. 39T-11503) prepared by Stantec Consulting Inc., certified David Bianchi, OLS (dated November 8, 2011), as redline revised which shows 16 low density residential blocks (reduced from 18 blocks), five (5) medium density residential blocks (reduced from 6 blocks), one (1) high density residential block, two (2) school blocks, two (2) park blocks, road widening blocks and various reserve blocks served by 14 new streets and the extension of Dyer Drive subject to the

conditions contained in the staff report dated February 21, 2023 as Schedule "39T-11503". (2023-D12)

**Motion Passed**

2.6 2022 Annual Development Report

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

That the staff report dated February 21, 2023 entitled "2022 Annual Development Report" BE RECEIVED for information. (2023-D02)

**Motion Passed**

2.7 54 Duchess Avenue - Heritage Alteration Permit Application (HAP23-001-L)

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

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval to construct a new building on the property at 54 Duchess Avenue, within the Wortley Village-Old South Heritage Conservation District, BE PERMITTED as described herein and shown in Appendix C, subject to the following terms and conditions:

- a) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit;
- b) the front porch railing to consist of painted wood with spindles set in between a top and bottom rail, if a railing is required;
- c) simulated divided lights be used to implement the two-over-two fenestration pattern of windows; and,
- d) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2023-R01)

**Motion Passed**

2.9 London Plan Comprehensive Review - Preliminary Approach and Timeline

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

That the staff report dated February 21, 2023 entitled "The London Plan Comprehensive Review: Preliminary Approach and Timeline", BE RECEIVED for information. (2023-D08)

**Motion Passed**

2.8 864 Hellmuth Avenue - Heritage Alteration Permit Application (HAP22-081-L)

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

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 the Civic Administration to report back at the next meeting of the Planning and Environment Committee, with respect to the installation of a driveway to be contingent upon the applicant applying for both a Heritage Alteration permit and a building permit for the installation of an accessible ramp;

it being noted that the Planning and Environment Committee heard a verbal delegation and received a communication from P. McCulloch-Squires, with respect to this matter. (2023-R01)

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

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Vote:

Moved by: S. Lewis  
Seconded by: S. Franke

That P. McCulloch-Squires BE GRANTED delegation status with respect to the property located at 864 Hellmuth Avenue.

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

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**3. Scheduled Items**

3.1 1930-1940 Oxford Street East (Z-9571)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Oxford Seven Inc., relating to the property located at 1930-1940 Oxford Street East, the proposed by-law appended to the staff report dated February 21, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 7, 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 Restrictive Service Commercial (RSC1/RSC4/RSC5) Zone TO a Restrictive Service Commercial (RSC1/RSC2/RSC3/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:

- Taylor Bridges, 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 Commercial Industrial Place Type;
- the recommended amendment would facilitate the reuse of an otherwise underutilized industrial building 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/industrial-oriented uses which are appropriate for the existing mixed-use landscape. (2023-D21)

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. Hillier

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. Hillier

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**

##### **4.1 Arva Sanitary Servicing Agreement**

Moved by: A. Hopkins

Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, and the Deputy City Manager, Planning and Economic Development, regarding the request by the Municipality of Middlesex Centre for an amendment to the servicing agreement between the Municipality and the City of London:

- a) authority BE DELEGATED the Deputy City Manager, Environment and Infrastructure, or the Deputy City Manager, Planning and Economic Development to approve an amendment to the Agreement removing the annual and five year limits on units added;

b) the Mayor and the City Clerk BE AUTHORIZED execute the amendment to the Agreement approved by the Deputy City Manager, Environment and Infrastructure, or the Deputy City Manager, Planning and Economic Development;

c) the Civic Administration BE REQUESTED to ensure an amended agreement requires appropriate payment for development charges, sanitary and sewer charges; and,

d) the staff report dated February 21, 2023 entitled "Request from Municipality of Middlesex Centre: Arva Sanitary Servicing" BE RECEIVED for information. (2023-E02)

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

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

#### 4.2 Hyde Park Business Improvement Association - Community Improvement Plans

Moved by: A. Hopkins

Seconded by: S. Franke

That the communication dated January 31, 2023 from the Hyde Park Business Improvement Association, BE REFERRED to the Community Improvement Plan (CIP) And Financial Incentives Program 5-Year Review being undertaken by Civic Administration, to assess the feasibility of the Hyde Park Hamlet as a candidate for a Community Improvement Plan and financial incentives, specifically for Gainsborough Road; it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated February 16, 2023, from P. Sattler, MPP, London West;
- a communication dated February 16, 2023 from M. Inglis, Gymworld Inc.;
- a communication dated February 16, 2023 from V. Balazs, Owner, JAYDANCIN INC.;
- a communication dated February 16, 2023 from M. Sakr, President and Managing Director, FastSigns; and,
- a communication dated February 17, 2023 from T. Delaney, General Manager, Oxford Dodge.

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

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Vote:

Moved by: S. Hillier

Seconded by: S. Franke

The request for delegation status by D. Szpakowski, Hyde Park Business Improvement Association, BE GRANTED.

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

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 5:45 PM.

# Corporate Services Committee

## Report

4th Meeting of the Corporate Services Committee  
February 21, 2023

PRESENT: Councillors S. Lewis (Chair), S. Stevenson, S. Trosow, D. Ferreira, Mayor J. Morgan

ABSENT: H. McAlister

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, I. Collins, S. Corman, A. Job, J. McMillan, M. Schulthess, J. Taylor

Remote Attendance: B. Card, M. Daley, J. Dann, D. Hack, M. Feldberg, R. Morris, E. Skalski, M. Stone, B. Warner, B. Westlake-Power

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: S. Stevenson

Seconded by: D. Ferreira

That Consent Items 2.1 to 2.9 BE APPROVED, with the exception of item 2.8.

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

### Motion Passed (4 to 0)

#### 2.1 Amendment to the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund By-law and the Investment in Affordable Housing Program (2014 Extension) Agreement By-law

Moved by: S. Stevenson

Seconded by: D. Ferreira

That, on the recommendation of the City Clerk, the following actions be taken:

a) the proposed by-law as appended to the staff report dated February 21, 2023 as Appendix "A" to amend By-law No. A.-7431-196 being "a by-law to approve the Service Manager Administration Agreement for the 2016 Infrastructure Fund (SIF) with the Minister of Housing and to authorize the Mayor and the City Clerk to execute the Agreement" BE INTRODUCED at the Municipal Council Meeting to be held on March 7, 2023 to authorize the Mayor and the City Clerk to execute reports required under the Agreement; and,

b) the proposed by-law as appended to the staff report dated February 21, 2023 as Appendix "B" to amend By-law No. A.-7181-333 being "a by-law to approve an agreement between The Corporation of the City of London (the City) and the Minister of Municipal Affairs and Housing for the City to administer the Investment in Affordable Housing Program (2014 Extension); and to authorize the Mayor and the City Clerk to execute the

agreement” BE INTRODUCED at the Municipal Council Meeting to be held on March 7, 2023 to authorize the Mayor and the City Clerk to execute reports required under the Agreement.

**Motion Passed**

2.2 Appointment of Hearings Officers to Conduct Hearings under Various City of London By-laws

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated February 21, 2023 as Appendix “A” being “A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended”, BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023.

**Motion Passed**

2.3 Contract Award: Tender No. RFT-2022-247 - Solarwinds Orion Network Performance Monitoring System Licensing, Warranty and Technical Support Services – Irregular Result

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That on the recommendation of the Director, Information Technology Services (ITS), and with the concurrence of the City Manager, the following actions be taken with respect to the Irregular Result RFT-2022-247-Solarwinds Orion Network Performance Monitoring System Licensing, Warranty and Technical Support Services single bid award recommendation, as per City of London Procurement of Goods and Services Policy Section 19.4 “Only One Bid Received”, that;

- a) the Request for Tender (RFT 2022-247) submitted by Softchoice LP for an initial cost of \$103,738.87, excluding HST, for perpetual licensing and for a one (1) year term of software support, with ongoing annual software support in the amount of \$1,909.70, excluding HST, BE ACCEPTED;
- b) the funding for this project BE APPROVED as set out in the Source of Financing Report as appended to the staff report dated February 21, 2023 as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- d) the approvals hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval.

**Motion Passed**

2.4 SS22-284 Single Source Personal Computing and Services

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That, on the recommendation of the Director, Information Technology Services and with the concurrence of the City Manager, the following



actions be taken, with respect to desktop computing and related technologies:

- a) approval hereby BE GIVEN to enter into a three (3) year Single Source contract with an optional two (2) additional, one (1) year extensions for Personal Computing Devices and Services from CompuCom Canada Co., 1830 Matheson Boulevard, Unit 1, Mississauga, ON, Canada L4W 0B3 at a planned cost of \$991,841.64 in 2023, \$1,368,025.42 in 2024 and \$1,091, 680.00 in 2025;
- b) the financing for this project BE APPROVED as set out in the “Sources of Financing Report” as appended to the staff report dated February 21, 2023 as Appendix "A";
- c) the proposed by-law as appended to the staff report dated February 21, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on Tuesday, March 7th, 2023 to:
  - i) approve the Master Agreement Adoption Agreement between CompuCom Canada Co. (the “Supplier”) and The Corporation of the City of London (the “Buyer”) for the “RFB Agreement #14952” for Personal Computing Devices and Services, forming a part of the By-law and attached as Appendix B; and
  - ii) authorize the Mayor and City Clerk to execute the Agreement;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this matter;
- e) the approval hereby given BE CONDITIONAL upon the Corporation negotiating the maintaining of satisfactory prices, terms and conditions with CompuCom Canada Co. to the satisfaction of the Director, Information Technology Services and the City Solicitor’s Office and subject to future budget approval; and,
- f) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

**Motion Passed**

2.5 Cemetery Assumption - Scottsville Cemetery and North Street United Church Cemetery

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to two cemeteries known as the Scottsville Cemetery and the North Street United Church Cemetery, in the City of London, County of Middlesex, the following actions be taken:

- a) the subject cemetery property located at 5190 Colonel Talbot Road, shown as Property Number One on Appendix "A" as appended to the staff report, known as the Scottsville Cemetery, BE ASSUMED by The Corporation of the City of London;
- b) the subject cemetery property located at 5825 Colonel Talbot Road, shown as Property Number Two on Appendix "B" as appended to the staff report, known as the North Street United Church Cemetery, BE ASSUMED by The Corporation of the City of London; and,
- c) that all administrative acts BE APPROVED to allow for the assumption of each of the two subject properties, inclusive of a future land transfer, on

an amicable basis as prescribed by legislation informed by the Bereavement Authority of Ontario (BAO).

**Motion Passed**

- 2.6 Licence Amending Agreement - Heritage London Foundation - Elsie Perrin Williams Estate 101-137 Windermere Road

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, the proposed by-law as appended to the staff report dated February 21, 2023 BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to authorize and approve the Licence Amending Agreement between The Corporation of the City of London and Heritage London Foundation (HLF), for the licenced use of the City-owned lands known municipally as 101-137 Windermere Road, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement.

**Motion Passed**

- 2.7 Single Source Procurement SS-2023-031: Cognos Modernization Phase Two

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, and with the concurrence of the Director, Information Technology Services, Enterprise Supports the following actions be taken with respect to the Cognos Modernization Phase Two:

- a) the single proposal submitted by Newcomp Analytics, 161 Bay St Suite 2700, Toronto, ON M5J 2S1, for Cognos Modernization for a total cost of \$554,640 (excluding taxes) BE ACCEPTED in accordance with section 14.4 (e) of the Procurement of Goods and Services Policy;
- b) the funding for this procurement BE APPROVED as set out in the Source of Financing Report as appended to the staff report dated February 21, 2023 as Appendix "A";
- c) subject to approval of a) above, the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract;
- d) the approval and authorization provided for in a) above, BE CONDITIONAL upon the Corporation entering into a formal contract or having a Purchase Order, or contract record relating to the subject matter of this approval; and,
- e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to the actions set out in a) above.

**Motion Passed**

2.9 2023 Accessibility Compliance Report

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That, on the recommendation of the City Manager, the report dated February 21, 2023 with respect to the 2023 Accessibility Compliance BE RECEIVED for information purposes.

**Motion Passed**

2.8 2023 Tax Policy Expectations

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

That, the following actions be taken with respect to the 2023 Tax Policy:

a) on the recommendation of the Deputy City Manager, Finance Supports, the report dated February 21, 2023, regarding the 2023 Tax Policy Expectations BE RECEIVED for information; and

b) the Mayor BE DIRECTED to continue advocacy to the Province, on behalf of the City of London, with respect to Municipal Property Assessment Corporation (MPAC) and the freezing/unfreezing of tax class valuations.

Yeas: (5): S. Lewis, S. Stevenson, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): H. McAlister

**Motion Passed (5 to 0)**

**3. Scheduled Items**

None.

**4. Items for Direction**

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That Items for Direction 4.1 to 4.3 BE APPROVED.

Yeas: (5): S. Lewis, S. Stevenson, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): H. McAlister

**Motion Passed (5 to 0)**

4.1 Application - Issuance of Proclamation - International Francophonie Day

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That based on the application dated February 7, 2023 from Carrefour Communautaire Francophone de London, March 20, 2023 BE PROCLAIMED International Francophonie Day.

**Motion Passed**

4.2 (ADDED) Application - Issuance of Proclamation - Save Soil Day

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That based on the application dated February 16, 2023 from Conscious Planet, March 21, 2023 BE PROCLAIMED Save Soil Day.

**Motion Passed**

4.3 (ADDED) Application - Issuance of Proclamation - Trans Day of Visibility

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That based on the application dated February 16, 2023 from the Diversity, Inclusion and Anti-Oppression Community Advisory Committee (DIACAC), March 31, 2023 BE PROCLAIMED Trans Day of Visibility.

**Motion Passed**

**5. Deferred Matters/Additional Business**

None.

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

Moved by: S. Trosow  
Seconded by: S. Stevenson

That the Corporate Services Committee convenes In Closed Session to consider the following:

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

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

Yeas: (5): S. Lewis, S. Stevenson, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): H. McAlister

**Motion Passed (5 to 0)**

The Corporate Services Committee convenes In Closed Session from 1:50 PM to 1:53 PM.

**7. Adjournment**

Moved by: S. Stevenson  
Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 12:57 PM.

# Community and Protective Services Committee

## Report

The 4th Meeting of the Community and Protective Services Committee  
February 22, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: J. Bunn, K. Dickins, S. Mathers, C. Smith and J. Taylor

Remote Attendance: A. Alkema, B. Card, C. Cooper, J. Davies, Chief R. Hayes, M. Hefferton, O. Katolyk, E. Ling, J.P. McGonigle, K. Murray, N. Musicco, K. Scherr, M. Schulthess, E. Skalski, L. Stewart, B. Westlake-Power

The meeting was 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: C. Rahman

Seconded by: S. Stevenson

That Items 2.1 to 2.10 BE APPROVED.

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

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

#### 2.1 3rd Report of the Animal Welfare Community Advisory Committee

Moved by: C. Rahman

Seconded by: S. Stevenson

That the 3rd Report of the Animal Welfare Community Advisory Committee, from its meeting held on February 2, 2023, BE RECEIVED.

**Motion Passed**

#### 2.2 Housing Stability Services - Contract Amendment

Moved by: C. Rahman

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated February 22, 2023, related to a Housing Stability Services Contract Amendment:

- a) a one-time contract amendment, as per The Corporation of the City of London Procurement of Goods and Services Policy, Section 20.3.e, BE APPROVED at a total estimated cost of \$465,000 to support the Salvation Army Centre of Hope, Housing Stability Bank;

- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into or amending a Purchase of Service Agreements with the program. (2023-S11)

**Motion Passed**

2.3 Property Standards Related Demolition

Moved by: C. Rahman  
Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated February 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to approve the potential demolition of vacant buildings located at 929 Cheapside Street and 176 Piccadily Street, under the Property Standards provisions of the Building Code Act. (2023-P10D)

**Motion Passed**

2.4 Fence By-law (PS-6) Housekeeping Amendments

Moved by: C. Rahman  
Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated February 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to amend the Fence By-law, PS-6, to edit and add sections to the by-law. (2023-C01)

**Motion Passed**

2.5 Tow Truck Business and Impound Yard Provincial Regulations Update

Moved by: C. Rahman  
Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated February 22, 2023, related to Tow Truck Business and Impound Yard Provincial Regulations Update:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Minister of Transportation and Director of Towing BE ADVISED that for the purposes of prompt customer service and consumer protection principles the City of London recommends that its Municipal Law Enforcement Officers be authorized to enforce the Towing and Storage Safety and Enforcement Act using a partnered compliance protocol with the Province, as may be determined in further municipal consultations. (2023-C01A)

**Motion Passed**

2.6 Kinsmen Recreation Centre Contribution Agreement

Moved by: C. Rahman

Seconded by: S. Stevenson

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 February 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to:

- a) approve the Green and Inclusive Community Buildings Program Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities 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 Green and Inclusive Community Buildings Program Contribution Agreement;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to approve and execute any further Amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement; and,
- d) 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-R05B)

**Motion Passed**

2.7 SS-2023-037 - London Fire Department Single Source Request for Engine and Aerials

Moved by: C. Rahman

Seconded by: S. Stevenson

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 February 22, 2023, related to the London Fire Department Single Source Request for Engine and Aerials (SS-2023-037):

- a) Fire Administration BE AUTHORIZED, in accordance with Sections 14.4(d) and (k) of the Procurement of Goods and Services Policy, to enter into negotiations with City View Specialty Vehicles, Inc., 1213 Lorimar Drive, Mississauga, Ontario, L5S 1M9, for a one-time, single source purchase with a cost of \$7,251,653 (excluding HST), for one (1) Fire Engine and two (2) Articulating Aerial Platform vehicles 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 one-time purchasing agreement with City View Specialty Vehicles, Inc. to provide one (1) Fire Engine and two (2) Articulating Aerial Platform vehicles 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-V01)

**Motion Passed**

2.8 Request for Proposal 2022-308 - Design, Supply and Installation of Typical Playground Equipment for Multiple Parks

Moved by: C. Rahman

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 22, 2023, related to a Request for Proposal, 2022-308, for the Design, Supply and Installation of Typical Playground Equipment for Multiple Parks:

a) the bid submitted by Park N Water, 9-75 First Street, Suite #253, Orangeville, ON, L9W 5B6, for the Design, Supply and Installation of new playground equipment in Cayuga Park, Carriage Hill Park, Jaycee Park, St. Lawrence Park, and Upperpoint Park, in accordance with RFP2022-308, at its bid price of \$181,883.52 (excluding HST) BE ACCEPTED;

b) the bid submitted by New World Park Solutions Incorporated, 42 Woodway Trail, Brantford, ON, N3R 6G7, for the Design, Supply and Installation of new playground equipment in Kiwanis Park, Thompson Ravine Park, and Pawnee Park, in accordance with RFP2022-308, at its bid price of \$150,000.00 (excluding HST) BE ACCEPTED;

c) the financing for these projects 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 of the administrative acts that are necessary in connection with 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. (2023-R04)

**Motion Passed**

2.9 Request for Proposal 2022-306 - Hyde Park Village Green Natural Playground Equipment and Rubber Safety Surfacing - Irregular Result

Moved by: C. Rahman

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 22, 2023, related to the Request for Proposal 2022-306 for Hyde Park Village Natural Playground Equipment and Rubber Safety Surfacing:

a) the bid submitted by Earthscape Play Inc., 7215 Wellington Road 86, Wallenstein, ON, N0B 2S0, for Natural Playground Equipment and Rubber Safety Surfacing at Hyde Park Village Green, in accordance with RFP2022-306, at its bid price of \$149,805.92 (excluding HST) BE ACCEPTED; it being noted that the bid submitted by Earthscape Play Inc. was the only bid received that meets the 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; 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. (2023-R04)

**Motion Passed**

2.10 Strategic Priorities Infrastructure Fund for Foxfield District Park – Transfer Payment Agreement

Moved by: C. Rahman

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 22, 2023, related to the Strategic Priorities Infrastructure Fund for Foxfield District Park Transfer Payment Agreement:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 7, 2023, to:
  - i) approve the Transfer Payment Agreement between His Majesty the King in Right of the Province of Ontario, as represented by the Minister of Infrastructure, and The Corporation of the City of London for the provision of funding under the Strategic Priorities Infrastructure Fund, substantially in the form, as appended to the above-noted by-law;
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
  - iii) delegate authority to the Deputy City manager, Environment and Infrastructure, or written delegate, to approve any amending agreements to the above-noted Agreement, provided the amending agreements to not increase the indebtedness or liabilities of The Corporation of the City of London under the above-noted Agreement;
  - iv) authorize the Mayor and the City Clerk to execute any amending agreements approved by the Deputy City Manager, Environment and Infrastructure; and,
  - v) authorize the Deputy City Manager, Environment and Infrastructure, or their written delegate, to execute any financial reports required under the above-noted Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the above-noted Agreement; and,
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this matter. (2023-D04)

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 5:20 PM.

# Audit Committee Report

1st Meeting of the Audit Committee  
February 15, 2023

PRESENT: Deputy Mayor S. Lewis (Chair), P. Cuddy, J. Pribil, I. Cheema

ABSENT: S. Stevenson

ALSO PRESENT: L. Livingstone, A. Barbon, I. Collins, A. Job, M. Schulthess and S. Swance.

Remote Staff Attendance: K. Barton, B. Card, S. Corman, K. den Bok (KPMG), L. Hancock, D. Jaswal (MNP), P. Ladouceur, O. Qureshi (MNP), M. Redden (KPMG), and G. Rodrigues (MNP)

The meeting is called to order at 12:01 PM;

**1. Call to Order**

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 30, 2023

That Councillor S. Stevenson BE APPOINTED as Vice Chair for the term ending November 30, 2023.

**Motion Passed**

**2. Consent**

None.

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Audit Committee High Level Overview

That it BE NOTED the Audit Committee received a verbal presentation from the Deputy City Manager, Finance Supports with respect to the high level overview of the Audit Committee.

**Motion Passed**

4.2 Audit Planning Report for the Year Ending December 31, 2022

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2022, BE APPROVED.

**Motion Passed**

- 4.3 London Downtown Closed Circuit Television Program for the Year Ending December 31, 2022

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2022, BE RECEIVED.

**Motion Passed**

- 4.4 Internal Audit Follow Up Activities Dashboard

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

**Motion Passed**

- 4.5 Briefing Note from Internal Auditor

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

**Motion Passed**

- 4.6 Neighbourhood Decision Making Program Value for Money (VfM) Audit

That the final report dated February 6, 2023 from MNP regarding the Neighbourhood Decision Making Program Value for Money (VfM) Audit, BE APPROVED.

**Motion Passed**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 12:45 PM.

Bill No. 73  
2023

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 7<sup>th</sup> day of March,  
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 March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 74  
2023

By-law No. A.-7431( )-\_\_\_\_

A bylaw to amend By-law No. A.-7431-196, being “a by-law to approve the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) with the Minister of Housing and to authorize the Mayor and the City Clerk to execute the Agreement.”

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

AND WHEREAS section 8 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 this or any other Act;

AND WHEREAS the Corporation of the City of London (the “City”) is responsible for the delivery of affordable housing initiatives including convert-to-rent programs, affordable rental housing programs and other initiatives;

AND WHEREAS it was deemed expedient for the City to enter into an agreement with the Minister of Housing to administer the Administration Agreement for the 2016 Infrastructure Fund (SIF) (the “Agreement”);

AND WHEREAS the Agreement requires reports be signed by an authorized signing officer of the City;

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

1. By-law No. A.-7431-196, being “a by-law to approve the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) with the Minister of Housing and to authorize the Mayor and the City Clerk to execute the Agreement” is amended by adding the following paragraph and renumbering the by-law accordingly:

The Mayor and City Clerk are authorized to execute any reports required by the Agreement approved under section 1 of the bylaw.

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

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 75  
2023

By-law No. A.-7181( )-\_\_\_\_

A by-law to amend By-law No. A.-7181-333, being “a by-law to approve an agreement between The Corporation of the City of London (the City) and the Minister of Municipal Affairs and Housing for the City to administer the Investment in Affordable Housing Program (2014 Extension); and to authorize the Mayor and the City Clerk to execute the agreement.”

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

AND WHEREAS section 8 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 this or any other Act;

AND WHEREAS the Corporation of the City of London (the “City”) is responsible for the delivery of affordable housing initiatives including convert-to-rent programs, affordable rental housing programs and other initiatives;

AND WHEREAS it was deemed expedient for the City to enter into an agreement with the Minister of Municipal Affairs and Housing to administer the Investment in Affordable Housing Program (2014 Extension) (the “Agreement”);

AND WHEREAS the Agreement requires reports be signed by an authorized signing officer of the City;

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

1. By-law No. A.-7181-333 being “a by-law to approve an agreement between The Corporation of the City of London (the City) and the Minister of Municipal Affairs and Housing for the City to administer the Investment in Affordable Housing Program (2014 Extension); and to authorize the Mayor and the City Clerk to execute the agreement” is amended by adding the following paragraph and renumbering the bylaw accordingly:

The Mayor and City Clerk are authorized to execute any reports required by the Agreement approved under section 1 of the bylaw.

2. This bylaw shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 76  
2023

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

A by-law to approve the appointments of Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”.

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 23.2 of the *Municipal Act, 2001*, as amended permits a municipal Council to delegate its powers and duties to an individual who is an officer of the municipality;

AND WHEREAS the Council of The Corporation of the City of London enacted By-law No. A.-6653-121 being “A by-law to establish the positions of Hearings Officer” on April 18, 2011 and amended on June 26, 2018 and May 25, 2021;

AND WHEREAS the Council of The Corporation of the City of London wishes to appoint Margaret Buist and Gerry Macartney as Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”;

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

1. Margaret Buist and Gerry Macartney be hereby appointed as Hearings Officers in accordance with By-law A.-6653-121, as amended, being “A by-law to establish the positions of Hearings Officer”.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading – March 7, 2023  
Second reading – March 7, 2023  
Third reading – March 7, 2023



Bill No. 77  
2023

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

A by-law to approve the Master Agreement Adoption Agreement to the Master Agreement between The Corporation of the City of London and CompuCom Canada Co.; and to authorize the Mayor and City Clerk to execute the Master Agreement Adoption 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, after an open and competitive bid process completed by the Minister of Government and Consumer Services in May 2022, Her Majesty the Queen (now His Majesty the King) in right of Ontario has entered into an agreement with CompuCom Canada Co. for Personal Devices and Services (Agreement No.14952) ["Master Agreement"];

AND WHEREAS The Corporation of the City of London and CompuCom Canada Co. wish to adopt and amend the Master Agreement;

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

1. The Master Agreement Adoption Agreement entered into between The Corporation of the City of London and CompuCom Canada Co., attached as Schedule "A" to this by-law, is authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Master Agreement Adoption Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading – March 7, 2023  
Second reading – March 7, 2023  
Third reading – March 7, 2023

## Schedule A

### Master Agreement Adoption Agreement

This Master Agreement Adoption Agreement is made as of March 7, 2023

between

**CompuCom Canada Co. (the "Vendor")**

and

**The Corporation of the City of London (the "Buyer").**

#### WHEREAS:

The Vendor and HER MAJESTY THE QUEEN (now His Majesty the King) in right of Ontario as represented by THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES, have entered into a Master Agreement for Personal Computing Devices and Services made as of May 16, 2022 (the "Master Agreement").

**AND WHEREAS** the Buyer wishes to enter into a separate agreement with the Vendor so that the Buyer may place orders and acquire Services and Deliverables from the Vendor in accordance with the terms of the Master Agreement, as amended herein.

**NOW THEREFORE** this Master Agreement Adoption Agreement witnesses that for consideration, the receipt and sufficiency of which is acknowledged by the parties, the Buyer and the Vendor acknowledge and agree as follows:

a) Adoption

The Buyer and the Vendor agree to be bound by all of the provisions of the Master Agreement as if such agreement was entered into by the Vendor and the Buyer, except where an amendment is implied mutatis mutandis and except as expressly amended in this Master Agreement Adoption Agreement. For certainty, HER MAJESTY THE QUEEN (now HIS MAJESTY THE KING) in right of Ontario as represented by THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES is not a party to or a guarantor under the Master Agreement Adoption Agreement.

b) Amendments:

The following provisions of the Master Agreement will be amended for the purposes of the Master Agreement Adoption Agreement:

- i. The definition of FIPPA in Schedule 2 of the Master Agreement is amended by inserting the phrase “, and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56” before the phrase “as amended”;
- ii. Where the context requires, reference in the Master Agreement to “OPS” or the “Ministry” or “Her Majesty the Queen in right of Ontario” (now “His Majesty the King in right of Ontario” or “Ontario” shall be a reference to the Buyer, with the exception of Article 9 of the Master Agreement;
- iii. Section 1.8 Notices by Prescribed Means is hereby deleted and replaced with:

### Section 1.8 Notices by Prescribed Means

Any notice given by the Vendor to the Buyer under this Master Agreement Adoption Agreement shall be served personally, or by sending same by regular letter mail or email to:

The Corporation of the City of London  
Attn: Steve Spring  
Manager, Hardware Services  
Address: 201 Queens Ave, Suite 300  
City: London, ON N6A 1J1  
Email: [sspring@london.ca](mailto:sspring@london.ca)

or such other address as the Buyer may from time to time designate by written notice to the Vendor.

Any notice given by the Buyer to the Vendor under this Agreement, or any other document as prepared by the Buyer for the Vendor shall be served personally or by sending same by regular letter mail or email to:

CompuCom Canada Co.  
1830 Matheson Blvd., Unit 1,  
Toronto ON. M5W 4E1  
Attn: Christine Evitt  
Email: [christine.evitt@compucom.com](mailto:christine.evitt@compucom.com)

or such other address as the Vendor may from time to time designate by written notice to the Buyer.

Any notice given under this Agreement shall be deemed to have been served, in the case of personal service or email, on the day it was served, and in the case of service via regular letter mail, five (5) business days after the date on which it was posted.

- vi. Section 6.9 Copyright notice – has been deleted
- vii. With respect to Section 11.5 (a) Escalation Process, the Ministry's positions shall be updated to the following positions:

Initial Step: Operations Level  
City of London: Supervisor Hardware Services

Second Step: Management Level  
City of London: Manager – Hardware Services

Third Step: Executive Level  
City of London: Senior Manager – Infrastructure and Data Services

Forth Step: Senior Executive Level  
Director of Information Technology Services

viii 12.2 c) Arbitration – the place of Arbitration shall be the City of London, Ontario, Canada.

iv. Definition of “Expiry Date” shall be updated to reflect signing date of Master Agreement Adoption Agreement plus three (3) years.

IN WITNESS WHEREOF the parties have entered into this Master Agreement Adoption Agreement as of the date first set out above.

The Corporation of the City of London

CompuCom Canada Co.

Per:	Per:
------	------

Name: Josh Morgan

Name:

Title: Mayor – City of London

Title:

Date:

Date:

I have authority to bind the Corporation

The Corporation of the City of London

Per:
------

Name: Michael Schulthess

Title: City Clerk, City of London

Date:

Bill No. 78  
2023

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

A by-law to authorize and approve a Licence Amending Agreement between Heritage London Foundation and the City, covering the licenced use of the City owned property at 101-137 Windermere Road, in the City of London, and to authorize the Mayor and the 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;

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

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

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

1. The Agreement attached as Schedule "A" to this by-law, being a Lease Amending Agreement between the City and Heritage London Foundation, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Lease Amending Agreement authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

## Schedule A

### LICENSE AMENDING AGREEMENT

THIS AMENDMENT AGREEMENT is made in triplicate this 1st day of February, 2023.

**BETWEEN:**

#### THE CORPORATION OF THE CITY OF LONDON

(Hereinafter referred to as the "City")

- and -

#### HERITAGE LONDON FOUNDATION (HLF)

(Hereinafter referred to as the "Licensee")

**WHEREAS:**

- A. By an agreement dated December 9, 2022 (the "**Licence**") between the City and Licensee, the City granted the Licensee a licence to use certain parcels of land as more particularly described in Schedule "A" of the Licence (collectively, "**Windermere**") for specified purposes and for a term of three (3) years expiring on December 31<sup>st</sup>, 2025, with an option to renew for an additional three (3) year term;
- B. As a result of further discussions, the parties have agreed to amend the Licence as hereinafter set forth;

**NOW THEREFORE**, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. The parties hereby acknowledge, confirm, and agree that the foregoing recitals are true in substance and in fact.
2. Section 3.3 of the License shall be deleted in its entirety and replaced with the following:

*For the purposes of operating Windermere, the Licensee has the right to use and to access, and to permit other persons to use and to access the building commonly known as the "Estate House", and the adjacent cleared areas, including, but not limited to, the parking lot, the gazebo, the entrance way, and the grounds surrounding the Estate House. As of January 1, 2023, any reference to the Windermere site will also mean to include the Gatehouse (Cottage) building at the entrance to the Estate grounds.*

3. Section 3.12 of the Licence shall be deleted in its entirety and replaced with the following:

*Should the Licensee cease to exist or the agreement is terminated, all assets generated from operations at Windermere, including the reserve fund and improvements of the Licensee with respect thereto, will become property of the City to be used to improve Windermere.*

4. Section 7.2 of the Licence shall be deleted in its entirety .
5. The Licensee represents and warrants that it has the right, full power and authority to agree to amend the Licence as provided in this Licence Amending Agreement.
6. The terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Licence Amending Agreement. All capitalized terms and expressions when used in this Licence Amending Agreement have the same meaning as they have in the Licence unless a contrary intention is expressed herein.
7. This Licence Renewal and Amending Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the City and the permitted successors and permitted assigns of the Licensee.

WITNESS my hand and seal at London, Ontario this 1st day of February, 2023.

IN WITNESS WHEREOF the Licensee has affixed its corporate seal, attested by the hands of its daily authorized officers this 1st day of February, 2023.

Witness:

THE HERITAGE LONDON FOUNDATION

Signature: 

Name: Michael Wojtak

Title: President, Board of Directors

I/We Have the Authority to Bind the Corporation

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

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Shulthess, City Clerk

Bill No. 79  
2023

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

A by-law to approve the potential demolition of vacant buildings at 929 Cheapside Street and 176 Piccadilly Street under the Property Standards provisions of the *Building Code Act*.

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

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

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

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

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

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

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

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

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

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

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



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

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

- 176 Piccadilly Street, London, ON
- 929 Cheapside Street, London, ON

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

PASSED in Open Council on March 7, 2023

Josh Morgan,  
Mayor

Michael Schulthess  
City Clerk

First reading – March 7, 2023  
Second reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 80  
2023

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

A by-law to approve and authorize the execution of the Green and Inclusive Community Buildings Program Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities 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. Green and Inclusive Community Buildings Program Contribution Agreement (the "Agreement") between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities 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 Mayor and the City Clerk are hereby authorized to execute the Green and Inclusive Community Buildings Program 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 approve and execute any further Amendments to the Agreement if the Amendments are substantially in the form of the Agreement, approved in section 1, above.
4. 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
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

## Schedule A

# CANADA – THE CORPORATION OF THE CITY OF LONDON GREEN AND INCLUSIVE COMMUNITY BUILDINGS PROGRAM AGREEMENT FOR KINSMEN ARENA DEEP ENERGY RETROFIT

This Agreement is made as of the date of last signature

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

**AND** **THE CORPORATION OF THE CITY OF LONDON**, continued or incorporated pursuant to the *Charter of the City of London* (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

## RECITALS

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Program entitled the Green and Inclusive Community Buildings Program (the “Program”);

**WHEREAS** the Recipient has submitted to Canada an application for the funding of the Project which qualifies for support under the Program;

**AND WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, the Parties agree as follows:

## 1. INTERPRETATION

### 1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2026, unless terminated earlier in accordance with this Agreement.

“**Annual Report**” means the report described in Schedule C.2.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds

contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

**“Asset Disposal Period”** means the period commencing from the Effective Date and ending six (6) years after the Project Completion Date.

**“Communications Activity”** or **“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

**“Community Employment Benefits”** means the benefits as described in Schedule B.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

**“Declaration of Substantial Completion”** means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

**“Fair Value”** means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

**“Final Claim Date”** means a date that is no later than six (6) months after the Project Completion Date and three (3) months before the Agreement End Date.

**“Final Report”** means the report described in Schedule C.3.

**“Fiscal Year”** means the period beginning April 1 of a year and ending March 31 of the following year.

**“In-Kind Contributions”** means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

**“Interim Report”** means the report described in Schedule C.1.

**“Joint Communications”** means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

**“Non-owned Asset”** means an Asset to which the Recipient does not hold the title and ownership.

**“Program Application Form”** means the Project’s Program funding application information provided through Infrastructure Canada’s online and accessible Program application portal using identification number AP-000000397.

**“Project”** means the project as described in Schedule B (The Project).

**“Project Approval Date”** means May 12, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

**“Project Completion Date”** means the date as confirmed by Recipient to Canada, at which all funded activities of the Project under this Agreement have been completed and which must be no later than six (6) months before the Agreement End Date.

**“RETscreen ®”** means the clean energy management software that is to be used for energy efficiency savings and Green House Gas (GHG) emission reduction estimations.

**“Substantial Completion Date”** means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means total funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

## 1.2 **ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

## 1.3 **DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

## 1.4 **SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

B.1 Project Description

B.2 Project Budget

B.3 Claim Frequency Table

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

## **2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

## **3. OBLIGATION OF THE PARTIES**

### **3.1 COMMITMENTS BY CANADA**

- a) Canada agrees to pay a contribution to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of two million one hundred eighty-nine thousand nine hundred and twenty-three dollars (\$2,189,923).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds eighty percent (80%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

### **3.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to

the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).

- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) The Recipient agrees that material changes to the Project, as described in Schedule B (The Project), will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project.
- i) During the Asset Disposal Period the Recipient will ensure:
  - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,
  - ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.
- j) The Recipient will ensure that the baseline greenhouse gas emissions and energy efficiency data generated through RETScreen is established and agreed upon with Canada before the Effective Date.
- k) The Recipient may report on Community Employment Benefits and provide Canada with annual updates, in accordance with Schedule C (Reporting Requirements).

### 3.3 **APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### 3.4 **FISCAL YEAR BUDGETING**

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request.

The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.

- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

### 3.5 **CHANGES DURING THE LIFE OF THE PROJECT**

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

### 3.6 **INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

### 3.7 **CONDITION PRECEDENT**

- a) Condition

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. The Recipient provides Canada with a copy of the By-Law or Resolution, pursuant to section 4a)

- b) Remedy

In the event that the Recipient is unable to meet the condition set out in Section 3.7 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

## 4. **RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement.



- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it will secure all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) the Recipient has provided Canada with GHG emissions reductions and energy efficiency savings data generated through RETscreen ®;
- e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- f) all information submitted to Canada in its Program Application Form, as described in Schedule B.1 (Project Description), and in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- g) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- h) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- i) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- j) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- k) The Recipient agrees to purchase, provide, and maintain adequate comprehensive commercial general liability insurance to cover claims for bodily injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement.

## **5. INTENTIONALLY OMITTED**

## **6. CONTRACT PROCEDURES**

### **6.1 AWARDING OF CONTRACTS**

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

## 6.2 **CONTRACT PROVISIONS**

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

## 7. **ENVIRONMENTAL AND IMPACT ASSESSMENT**

### 7.1 **REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION**

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

### 7.2 **CHANGES TO PROJECT OR OTHERWISE**

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada

for the portion of the Project not subject to federal environmental or impact assessment.

## **8. INDIGENOUS CONSULTATION**

### **8.1 INDIGENOUS CONSULTATION**

Canada agrees that a legal duty to consult does not arise for this Project.

### **8.2 CHANGES TO PROJECT OR OTHERWISE**

a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.

b) The Recipient agrees that:

- i. it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
  - a. explain the Project to the Indigenous communities, including Canada's funding role, and
  - b. provide a report to Canada, which will include:
    - 1) a list of all Indigenous communities contacted;
    - 2) a summary of all communications with the Indigenous communities;
    - 3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
    - 4) any other information Canada may consider appropriate.
- ii. accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
- iii. no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

## **9. CLAIMS AND PAYMENTS**

### **9.1 PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after Final Claim Date, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition

Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

## 9.2 **PROGRESS CLAIMS**

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
  - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
  - iii. any reporting due in accordance with Schedule C (Reporting Requirements);
  - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

## 9.3 **FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit a final claim to Canada by Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
  - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
  - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 d) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
  - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
  - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
  - vi. upon request by Canada, any of the documents referenced in

- Schedule F (Declaration of Substantial Completion); and
- vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.

- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

#### 9.4 **RETENTION OF CONTRIBUTION**

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

#### 9.5 **DECLARATION OF SUBSTANTIAL COMPLETION**

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

### 10. **REPORTING**

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

### 11. **INFORMATION MANAGEMENT**

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this Agreement, including section 10 (Reporting) and any other obligations of the Recipient as requested by Canada.

### 12. **AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

#### 12.1 **RECIPIENT AUDIT**

- a) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).
- b) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations.

12.2 **INTENTIONALLY OMITTED**

12.3 **EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12.4 **CORRECTIVE ACTION**

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

12.5 **RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.6 **ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

**13. COMMUNICATIONS**

13.1 **COMMUNICATIONS PROTOCOL**

The Parties will comply with Schedule E (Communications Protocol).

13.2 **RECOGNITION OF CANADA'S CONTRIBUTION**

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 **PUBLIC INFORMATION**

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project;

and

- b) any evaluation or audit report and other reviews related to this Agreement.

## **14. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

## **15. DEFAULT**

### **15.1 *EVENTS OF DEFAULT***

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

### **15.2 *DECLARATION OF DEFAULT***

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to

remedy the Event of Default.

### 15.3 **REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

## 16. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

### 16.1 **DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### 16.2 **LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

### 16.3 **INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from



a loan, capital lease or other long term obligation;  
in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## **17. DISPOSAL OF ASSETS**

- a) The Recipient will:
- i. where the Recipient owns the Asset, retain title to and ownership of an Asset or part of an Asset for the Asset Disposal Period; or
  - ii. retain all necessary rights, interests, and permissions in Non-owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

## **18. GENERAL**

### **18.1 PUBLIC BENEFIT**

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

### **18.2 SURVIVAL**

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

### **18.3 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

### **18.4 DEBTS DUE TO THE FEDERAL CROWN**

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

18.5 **INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 **SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 **MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 **CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 **NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 **NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 **ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.12 **COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had

signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.13 **SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 **AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B.2 (Project Budget) which do not result in an increase to the maximum amount of Canada's contribution under section 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

18.15 **WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 **NOTICE**

a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail or email, to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

DIRECTOR GENERAL, RESILIENT AND INNOVATIVE COMMUNITIES  
DIRECTORATE

Infrastructure Canada  
1100 - 180 Kent Street  
Ottawa, Ontario  
K1P 0B6  
[gicbp-pbcvi@infc.gc.ca](mailto:gicbp-pbcvi@infc.gc.ca)

Recipient:

CHERYL SMITH, DEPUTY CITY MANAGER  
The Corporation of the City of London  
300 Dufferin Avenue,  
London, Ontario  
N6B 1Z2  
[csmith@london.ca](mailto:csmith@london.ca)

b) Such notice will be deemed to have been received:

- i. in person, when delivered;
- ii. if sent by mail or email, when receipt is acknowledged by the other

- Party;
- iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

**18.17 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

**18.18 GOVERNING LAW**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

**18.19 SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

**19. INTELLECTUAL PROPERTY**

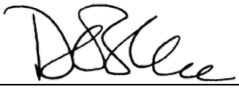
- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, information related to the Project including reports, photos and videos provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program or any other future program administered by Canada.

## 20. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the City of London by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF  
CANADA

THE CORPORATION OF THE CITY OF  
LONDON



Per: The Honourable Dominic LeBlanc  
Minister of Intergovernmental Affairs,  
Infrastructure and Communities

Per: Josh Morgan  
Mayor

January 16, 2023

Date

Date

Per: Michael Schulthess  
City Clerk

Date

## **SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### ***SCHEDULE A.1: ELIGIBLE EXPENDITURES***

Eligible Expenditures must:

1. be necessary and directly related to the Project, as determined by Canada;
2. be incurred between April 1, 2021 and on or before the Final Claim Date; and
3. consist of the following categories of expenditures:
  - a) costs to build, renovate, expand or improve fixed capital assets and community buildings;
  - b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the renovation, expansion or improvement work or new builds of eligible infrastructure, including planning and energy audit costs;
  - c) costs of environmental assessments, monitoring and follow up activities as required by the *Impact Assessment Act* or equivalent legislation;
  - d) costs associated with a public announcement and official ceremony or of required temporary or permanent signage that includes the cost of creation and posting of signage;
  - e) costs for the purpose of Indigenous consultation/engagement activities;
  - f) other costs that are considered to be direct and necessary for the successful implementation of the Project and that are approved in advance by Canada;
  - g) salaries, wages and other incremental costs (i.e. materials or equipment) of the Recipient provided that:
    - i. the Recipient confirms and substantiates that it is not economically feasible to tender a contract;
    - ii. the costs are incurred and directly in respect to the work that would have been subject of the contract;
    - iii. costs are approved in advance and are included (in a contribution agreement).

### ***SCHEDULE A.2: INELIGIBLE EXPENDITURES***

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- a) project costs incurred prior to April 1, 2021, or after the Final Claim Date;
- b) services or work that is normally provided by the Recipient or a related party;
- c) salaries and other employment benefits of any employees of the recipient except as outlined above in Eligible Expenditures;
- d) in-kind contributions (goods or services);
- e) taxes, such as GST and HST, for which the recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) cost of leasing of equipment by the recipient except for as indicated in Eligible Expenditures, above;
- g) legal fees;

- h) purchase or lease of real property (land or building), or any interest therein, and related costs;
- i) collateral on mortgage financing and payment of interest charges;
- j) structural renovations not specific to the Project;
- k) costs related to marketing activities and business promotion;
- l) costs for activities intended to directly influence/lobby governments;
- m) travel costs;
- n) operations and maintenance costs; and
- o) other costs not specifically related for the Project.

## **SCHEDULE B – THE PROJECT**

### ***SCHEDULE B.1: PROJECT DESCRIPTION***

For clarity, the Project description includes the information that the Recipient provided to Canada in support of its request for Project funding, including the RETScreen® information and the Project's Program funding application information provided through Infrastructure Canada's online and accessible Program application portal ("Program Application Form") number AP-000000397.

The project entails retrofitting the Kinsmen Recreation Centre. This facility is centrally located in London, Ontario at 20 Granville Street and plays a key role in maintaining a healthy, strong and vibrant community, enhancing social connections and provides the community with affordable and inclusive spaces for learning, playing, and gathering. This project will include the renewal of the facility's HVAC, roof, lighting, and building automation systems. Additionally, a new electric ice resurfacer charging station will be installed. The new HVAC system will recover waste heat from the ice plant. To substantially curtail carbon emissions, waste heat from the refrigeration plant will be utilized for space heating following the expansion and renewal of the existing hydronic distribution and building automation systems. Further, there will be the installation of mobility charging stations within facility in order to allow all members of the community to enjoy the facility to the full extent.

#### **Objective(s):**

The ultimate goals of the Project are:

- Reduce the facility's energy consumption.
- Increase the facility's energy efficiency.
- Increase accessibility within the facility.

#### **Activities:**

The following activities will be undertaken in order to complete the Project:

- Renewal of the existing hydronic distribution, building automation systems and HVAC infrastructure.
- Construction of a new central heat pump plant.
- Installation of electric charging infrastructure for the use of an electric ice resurfacer.
- Installation of a new modified bitumen roof with green initiatives and structural upgrades for a future solar project.
- Installation of mobility charging stations.

#### **Project Outcomes:**

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes.

In order to illustrate how the Project will contribute to economic, green and inclusive outcomes, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

1. Increased quality of community buildings in high-needs communities
2. Increased energy efficiency of existing community buildings
  - Total Estimated Energy Savings: 46.5%
3. Reduced GHG emissions from community buildings
  - Estimated GHG Emission reduction: 168tCO<sub>2</sub>
4. Employment opportunities are generated, including for underrepresented groups



### *Community Employment Benefits (CEB)*

The Community Employment Benefit target groups that are identified by the Project are:

- Indigenous peoples
- Women
- Persons with disabilities
- Youth
- Recent Immigrants

The Community Employment Benefit indicators are:

1. Percentage (%) of total hours worked by a target population; and/or
2. Value of contracts provided to small-sized, medium-sized or social enterprises.

### *Benefits to Underserved and High Needs Communities*

The Project aims to benefit the following communities that are underserved, including those with higher needs, and/or equity-deserving groups:

- Persons experiencing poverty
- Youth
- Persons with disabilities
- Seniors
- Racialized people
- Indigenous peoples
- Newcomers to Canada (Immigrants, Permanent Residents, Refugees)

The Project will benefit these communities by:

Community 1 (Persons experiencing poverty): The City will continue to make efforts to minimize financial barriers to recreation through a subsidy program, where applicants are eligible to receive up to \$300 per year to cover program costs. Renewed efforts will be made to offer low- and no-cost programming and to raise awareness about financial assistance programs as centers begin opening.

Community 2 (Youth): Kinsmen Recreation Centre is the home of the George Bray Sports Association which provides over 225 children and youth with learning, emotional and/or social difficulties the opportunity to play Canada's game of hockey in a structured league. Updating a well-used facility will allow the City to continue to offer a broad range of opportunities for all groups to participate.

Community 3 & 4 (Persons with disabilities, and Seniors): The trends of an aging population and increasing diversity suggest an increasing need for accessible, affordable, and age friendly spaces and services. The City offers a popular program for youth with special needs called Thursday Night Live. The central location of this facility makes it the preferred choice for specialized programs that may not be offered at other centers, providing equal access to everyone across the city.

Community 5 & 6 & 7 (Racialized people, Indigenous peoples, and Newcomers to Canada): Socio-demographic factors such as income and diversity are known to influence interest and participation in recreation and sport. Trends in recreation and sport are constantly evolving due to socio-demographic shifts, preferences, evolving lifestyles, and new outlooks regarding personal wellbeing. The facility needs to meet a wide range of community needs by being flexible, multi-functional, and multi-seasonal to the greatest degree possible.

### *Accessibility*

The Project will remove barriers and improve accessibility for persons with disabilities by meeting the accessibility standards as defined by the requirements in the Canadian Standards Association's Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-18).

An update on Project outcomes using the performance indicators should be provided in each Annual Progress Report for multi-year projects, and in the Final Report. Some outcomes can only be measured after Project completion, in which case, they would be provided in the Final Report only.

**SCHEDULE B.2: PROJECT BUDGET**

**Table 1:**

<b>Project Budget</b>	<b>Amount</b>
<b>Total Project Cost</b>	\$ 2,737,404
<b>Total Eligible Cost</b>	\$ 2,737,404

**Table 2:**

<b>Total INFC Contribution</b>	<b>Annual Breakdown</b>				<b>Total</b>
	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	
INFC Contribution	\$0	\$200,000	\$308,572	\$1,681,351	\$2,189,923

**Table 3: Other Sources of Funding**

<b>Cash</b>	
The Corporation of the City of London	\$547,481
Sub-total Cash	\$547,481
<b>In-Kind Contributions</b>	
Sub-total In-Kind Contribution	\$0
<b>Total Other Sources of Funding</b>	\$547,481

**SCHEDULE B.3: CLAIM FREQUENCY TABLE**

<b>Payment Period</b>	<b>Required Documents</b>	<b>Frequency</b>	<b>Payment Date</b>
First Claim	Interim Report (progress report, financial report including updated cashflow, Certificate of Compliance for Progress Claim).	After the Effective Date	Within thirty (30) calendar days of approval of required documents by Canada
Subsequent Claims	Interim Report (progress report, financial report including updated cashflow, Certificate of Compliance for Progress Claim)	Every twelve (12) months, not more frequently than every three (3) months	Within thirty (30) calendar days of approval of required documents by Canada
Year-end Claim	Interim Report (progress report; financial report including updated cashflow of Eligible Expenditures incurred up to March 31, along with an estimate of expenses incurred up to March 31 but not yet submitted to INFC; Certificate of Compliance for Progress Claim)	On or before two (2) business days after March 31.	Within forty-five (45) calendar days of approval of required documents by Canada.
Final Claim (and Holdback)	Final Report (as described in Schedule C)	Final Claim Date	Within thirty (30) calendar days of approval of required documents by Canada

## **SCHEDULE C – REPORTING REQUIREMENTS**

***\*The Recipient should contact the Canada Program Officer, to receive the most up-to-date reporting forms, before submitting them to Canada, since they're updated by Canada, from time to time.***

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program. For example, reports on progress toward climate-focused objectives, Community Employment Benefits, etc.

### **SCHEDULE C.1: INTERIM REPORT**

- a) The Recipient will submit interim reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The progress report must include at a minimum:
  - i. Recipient name, Project title and Project identification number;
  - ii. Reporting period dates;
  - iii. Construction dates;
  - iv. summary of Project activities and progress achieved to date;
  - v. an update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
  - vi. planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
  - vii. confirmation of the Project's installed signage, if applicable; and
  - viii. update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
  - i. Recipient name, Project title and Project identification #;
  - ii. Reporting period dates; and
  - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).
- f) The Interim Report will be attested by:
  - i. a senior designated official, duly authorized by the Recipient; and
  - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

### **SCHEDULE C.2: ANNUAL REPORT**

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
  - ii. Project title and Project identification number;
  - iii. Reporting period dates;
  - iv. Construction dates;
  - v. Confirmation of the Project's installed signage, if applicable;
  - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
  - vii. Summary of the implementation progress of the project, by project phase, including:
    - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
    - Planned Project activities for the upcoming Fiscal Year;
  - viii. Summary of employment created in the community as a result of the Project, including
    - Benefits to community
    - Community Employment Benefits, if applicable; and
  - ix. Details of the funds and their management, including:
    - An updated Project budget forecast and cashflow for the next fiscal period; and
    - Summary of total actual expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project; and
    - financial statements for the period in question, if requested by Canada; and
  - x. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

**SCHEDULE C.3: FINAL REPORT**

- a) The Recipient will submit a Final Report to Canada with the final claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than:
  - i) six (6) months after the Project Completion Date; and
  - ii) three (3) months before the Agreement End Date.
- d) The content of the Final Report will include at a minimum:
  - i. A general description of the Project's major achievements, including aggregated information and data identified in Annual Reports for the period of the Project;
  - ii. A completed Schedule F – Declaration of Substantial Completion; and
  - iii. Details of the funds and their management, including:
    - a. a description of Project activities and funds expended on Project activities for the period of the Project;
    - b. an audit conducted by an independent third party for the period of the Project;
    - c. results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
    - d. a reconciliation of financial reporting.

## SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE

### **SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

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

\_\_\_\_\_  
Signature

**SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

*[If applicable, add:]*

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

*[If applicable, add:]*

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 d) (Commitments by the Recipient) is as follows:  
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

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

\_\_\_\_\_  
Signature

## **SCHEDULE E – COMMUNICATIONS PROTOCOL**

### ***E.1 PURPOSE***

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### ***E.2 GUIDING PRINCIPLES***

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada.

### ***E.3 GOVERNANCE***

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

### ***E.4 PROGRAM COMMUNICATIONS***

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.



- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As the Government of Canada has an obligation to communicate in English and French, Communications products developed and published by Canada related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* (<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>).

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

#### **E.5 INDIVIDUAL COMMUNICATIONS**

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.
- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [photo@infcc.gc.ca](mailto:photo@infcc.gc.ca) along with the Project's name and location.

#### **E.6 OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

#### **E.7 SIGNAGE**

Unless otherwise agreed upon by Canada, the Recipient will produce and install

a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are published on Infrastructure Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per Schedule C) (Reporting Requirements).

#### **E.8 ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/advertising.html>). In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

## SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. I hold the position of \_\_\_\_\_with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
- 2.
- c) I have received the following documents for the [PROJECT NAME] Project:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_(Name), a \_\_\_\_\_(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
  - ii. ...
- d) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the \_\_\_\_\_ day of the \_\_\_\_\_ 20\_\_.

*[Insert #3, if applicable:]*

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_(Name), a \_\_\_\_\_(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
  - ii. ...

*[Insert #4, if applicable:]*

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime]:
  - i. [LIST NAME OF RELEVANT DOCUMENT] signed by \_\_\_\_\_(Name), an \_\_\_\_\_(Profession, e.g. environmental consultant or other applicable professional).
  - ii. ...
5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at \_\_\_\_\_ (City/Town), in \_\_\_\_\_  
(Province/Territory)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Bill No. 81  
2023

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

A by-law to approve and authorize the execution of the Transfer Payment Agreement between His Majesty the King in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London for the provision of funding under the Strategic Priorities Infrastructure Fund.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting the financial management of the municipality;

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

1. The Transfer Payment Agreement between His Majesty the King in Right of the Province of Ontario, as represented by the Minister of Infrastructure and The Corporation of the City of London for the provision of funding under the Strategic Priorities Infrastructure Fund (the "Agreement") substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Environment and Infrastructure or their written delegate is hereby authorized to approve any amending agreements to the Agreement provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Environment and Infrastructure or their written delegate is delegated the authority to execute any financial reports required under the Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement as approved in section 1, above.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7th, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

**TRANSFER PAYMENT AGREEMENT  
FOR THE STRATEGIC PRIORITIES INFRASTRUCTURE FUND**

**THIS TRANSFER PAYMENT AGREEMENT for a Strategic Priorities Infrastructure Fund Project (the “Agreement”) is effective as of the Effective Date.**

**B E T W E E N:**

**His Majesty the King in right of the Province of Ontario,  
as represented by the Minister of Infrastructure**

(the “Province”)

- and -

**The Corporation of the City of London**

**(CRA# 119420883)**

(the “Recipient”)

**BACKGROUND**

The Government of Ontario created the Strategic Priorities Infrastructure Fund to support, in part, large-scale new builds and expansions of community, culture and recreation infrastructure.

The Recipient is eligible to receive funding under the Strategic Priorities Infrastructure Fund.

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures  
Schedule “F” - Evaluation  
Schedule “G” - Communications Protocol  
Schedule “H” - Disposal of Assets  
Schedule “I” - Indigenous Consultation Protocol  
Schedule “J” - Requests for Payment and Payment Procedures  
Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the provisions of:

- (a) the main body of the Agreement and the provisions of a schedule, the provisions of the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and the provisions of another schedule, the provisions of Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency.

## 3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be executed either in original or other electronic form and the Parties shall adopt any signatures received via e-mail as original signatures of the Parties.

## 4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a further written agreement duly executed by the authorized representatives of the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - i. to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - ii. funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) pursuant to the *Financial Administration Act* (Ontario), any payment of Funds is subject to an appropriation from the Ontario Legislature; if the Province does not receive the necessary appropriation, the Province is not obligated to make any such payment and the Province:
  - (i) will terminate the Agreement immediately without liability, penalty, or costs, by giving Notice to the Recipient;
  - (ii) will cancel further instalments of Funds;
  - (iii) will demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
  - (iv) may determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 5.1(f)(iii).

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with any Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.



**[SIGNATURE PAGE FOLLOWS]**

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO as  
represented by the Minister of Infrastructure**

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Jill Vienneau, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE "A" (GENERAL TERMS AND CONDITIONS) FOLLOWS]**

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Approval Date”** means the date on which the Province has approved the Project identified in Schedule “C” (Project Description, Financial Information, and Project Standards).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other statutory or other holiday on which the Province is not open for business.

**“Committee”** refers to a Committee established pursuant to section A.28.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or

ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants.

**“Evaluation”** means an evaluation in respect of the Project or the Program as described in Article F.1.0 (Project and Program Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.13.1 (Events of Default).

**“Expiry Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** has the meaning as set out in section A.4.12 (Retention of Contribution).

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees and employees.

**“Indigenous Communities”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Indigenous Consultation Record”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out in section A.4.4 (Interest-Bearing Account), and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement.

**“Maximum Funds”** means the maximum Funds amount set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Percentage of Provincial Support”** has the meaning ascribed to it in section C.2.2.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings, or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to

section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.13.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.13.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Eligible Expenditures”** has the meaning ascribed to it in section C.2.1.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law or band council resolution authorizing the Recipient to enter into the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to section 5.1(f), Article A.12.0 (Termination on Notice) or Article A.13.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before March 31, 2027.

### A.4.0 FUNDS AND CARRYING OUT THE PROJECT

**A.4.1 Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A.4.2 Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.30.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province is satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) the Province is not obligated to provide any Funds to the Recipient until it is satisfied that its duty to consult with Indigenous Communities and, if applicable, duty to accommodate any Indigenous Communities, have been met.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Approval Date; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or



organization of the Government of Ontario.

- A.4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.
- A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from the Funds; or
  - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds; and
  - (b) if the total contribution from all provincial sources in respect of the Project exceeds 73.3% of Total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the amount of Funds it provides to the Recipient under the Agreement by an amount equal to the excess.
- A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:
- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
  - (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
  - (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.13.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain a maximum of 10% of the Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Parties have jointly carried out a final reconciliation, as set out in J.6.0 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

#### **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in its

sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province, and any authorized representative or independent auditor identified by the Province, and the Auditor General of Ontario to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

- A.6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:
- (a) the Recipient:
    - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
    - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
  - (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
  - (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

#### **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

A.7.1 **Province Includes.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes any auditor or representative that the Province may identify.

A.7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its

contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 **Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A.7.5(a).

A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.7.8 **Auditor General.** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act* (Ontario).

- A.7.9 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule “F” (Evaluation).
- A.7.10 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.11 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

## **A.9.0 INDIGENOUS CONSULTATION**

- A.9.1 **Indigenous Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule “I” (Indigenous Consultation Protocol).
- A.9.2 **Legal Duty to Consult.** Until the Province is satisfied that any legal duty to consult and, where appropriate, to accommodate Indigenous Communities has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
  - (b) the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province; and, for any Project requiring consultation, the Province must be satisfied that:
    - (i) Indigenous Communities have been notified and, if applicable, consulted;
    - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
    - (iii) the Recipient is carrying out accommodation measures, where appropriate;

and

- (iv) any other information has been provided which the Province may deem appropriate.

A.9.3 **Archaeological Assessments.** The Recipient will undertake archaeological assessments on the sites upon which the Project will occur where ground disturbance is proposed.

#### **A.10.0 INDEMNIFY**

A.10.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province participate in or conduct the defence of any Proceedings against any of the Indemnified Parties and any negotiations for their settlement.

A.10.3 **Province's Election.** The Province may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. If the Province or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province prior written approval or a waiver of this requirement. If the Recipient is requested by the Province to participate in or conduct the defence of any Proceeding, the Province will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.5 **Recipient's Cooperation.** If the Province conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province to the fullest extent possible in the Proceeding and any related settlement negotiations.

#### **A.11.0 INSURANCE**

A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of

not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A.11.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

## **A.12.0 TERMINATION ON NOTICE**

**A.12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel further instalments of Funds;
- (c) demand from the Recipient the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:



- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(c); and
- (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

### **A.13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure or its control, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

**A.13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province.

A.13.3 **Opportunity to Remedy.** If, pursuant to section A.13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.13.4 **Recipient Not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.13.5 **When Termination Effective.** Termination under this Article A.13.0 (Event of Default,

Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A.14.0 FUNDS UPON EXPIRY**

A.14.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

#### **A.15.0 DEBT DUE AND PAYMENT**

A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

A.15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B" (Specific Information).

A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A.16.0 NOTICE**

A.16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

## **A.17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A.17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A.18.0 SEVERABILITY OF PROVISIONS**

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A.19.0 WAIVER**

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A.20.0 INDEPENDENT PARTIES**

A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province, or to act as an agent for the Province. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

#### **A.22.0 GOVERNING LAW**

A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario,

which will have exclusive jurisdiction over such proceedings.

#### **A.23.0 FURTHER ASSURANCES**

A.23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.24.0 JOINT AND SEVERAL LIABILITY**

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.25.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.25.2 **Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the Funds owing under this Agreement.

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no form of site preparation, removal of vegetation or construction shall occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province,

until it is satisfied that all applicable environmental assessment legislation that is or may come into force during the term of the Agreement has been met and continues to be met.

## **A.28.0 COMMITTEE**

**A.28.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

**A.28.2 Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.28.1 (Establishment of Committee).

## **A.29.0 DISPUTE RESOLUTION**

**A.29.1 Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

**A.29.2 Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.28.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

**A.29.3 Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon

as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

- A.29.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.29.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.29.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

#### **A.30.0 SPECIAL CONDITIONS**

A.30.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient having provided the Province with:
- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
  - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.11.2 (Proof of Insurance);
  - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer Funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement, the Recipient having provided the Province with written confirmation that:
- a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Environmental Requirements), and has obtained all necessary approvals and permits;
  - b. the Recipient has met any requirements under Article A.9.0 (Indigenous Consultation) that may apply to the Project; and



- c. the Recipient has title to and ownership of any real property necessary for the completion of the Project.
- (c) the Recipient having submitted, in a format and with such content as may be requested by the Province, to the Province, at the address referred to in section A.16.1 (Notice in Writing and Addressed), an asset management planning questionnaire on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2024 and 2025, unless the Project has reached Substantial Completion before such date.
- (d) on or before December 31, 2022, the Recipient having submitted to the Province, at the address referred to in section A.16.1 (Notice in Writing and Addressed):
  - (i) a weblink to the publicly available website where the Recipient's strategic asset management policy has been posted, pursuant to Ontario Regulation 588/17 (Asset Management Planning for Municipal Infrastructure), as may be amended from time to time.
  - (ii) a weblink to the publicly available website where the Recipient's asset management plan has been posted, pursuant to Ontario Regulation 588/17 (Asset Management Planning for Municipal Infrastructure), as may be amended from time to time.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.30.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.13.2 (Consequences of Event of Default and Corrective Action).

## **A.31.0 SURVIVAL**

**A.31.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province Includes), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and

Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General), A.7.9 (Evaluation), A.7.10 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnify), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.1 (Events of Default), paragraphs A.13.2(d), (e), (f), (g), (h) and (i), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Environmental Requirements and Assessments), A.30.0 (Special Conditions) and A.31.0 (Survival).

**[SCHEDULE “B” (SPECIFIC INFORMATION) FOLLOWS]**

**SCHEDULE “B”  
SPECIFIC INFORMATION**

**B.1.0 EXPIRY DATE**

B.1.1 **Expiry Date.** The Expiry Date is March 31, 2028.

**B.2.0 MAXIMUM FUNDS**

B.2.1 **Maximum Funds.** Maximum Funds means \$3,079,860.00, rounded to two decimal places.

**B.3.0 ADDRESSEES**

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p style="text-align: center;">Attention: Manager, Program Delivery Unit</p> <p><b>Email:</b> ICIPculture@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> The City of London City Hall 300 Dufferin Avenue London, Ontario N6A 4L9</p> <p style="text-align: center;">Attention: Jeff Bruin, Manager Parks and Open Space</p> <p><b>Email:</b> Jbruin@london.ca</p>

**[SCHEDULE “C” (PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS) FOLLOWS]**

**SCHEDULE “C”**  
**PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

This project, Foxfield Park Upgrades, will redevelop an existing 4.6 hectare "District Park" to better serve the growing community in the north end of the City. This includes improving on the current amenity mix at this location, including a new spray pad, a premier grass soccer field with lights, additional pickleball courts, adding rubber safety surfaces to existing playground equipment and upgrading park lights and park pathways and a field-house with accessible washrooms.

**C.2.0 FINANCIAL INFORMATION**

**C.2.1 Total Eligible Expenditures.** “Total Eligible Expenditures” means \$4,200,000.00, rounded to two decimal places.

**C.2.2 Percentage of Provincial Support.** “Percentage of Provincial Support” means 73.33%, rounded to two decimal places.

**C.3.0 TIMELINES**

**C.3.1 Approval Date.** Approval Date means January 12<sup>th</sup> 2022.

**C.4.0 PROJECT STANDARDS**

**C.4.1 Energy and Accessibility Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.5.1 Province’s Consent.** Any change to the Project will require the Province’s prior written

consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province may require to the satisfaction of the Province.

**[SCHEDULE “D” (REPORTS) FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTS**

D.1.1 **Reports.** The Recipient shall submit the Reports set out in Article D.2.0 (Reporting Requirements) to the Province in a format and with such content requirements as may be specified by the Province, and in accordance with the timelines set out in Article D.2.0 (Reporting Requirements) in respect of the Project.

### **D.2.0 REPORTING REQUIREMENTS**

D.2.1 **Reporting Requirements.** The Recipient will submit to the Province the following Reports:

- (a) on or before the Effective Date, an Initial Report that will include:
  - i. the Recipient’s forecast of the timelines and costs (expenditure forecast) to the completion of the Project;
  - ii. the sources of Recipient funds; and
  - iii. other pertinent information regarding the Project.
  
- (b) for the period from the Effective Date to the date the Project is Substantially Completed, semi-annual Progress Reports to be submitted on or before dates to be prescribed by the Province that will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
  - i. The Province’s and the Recipient’s respective forecasted contributions to the Project by Funding Year;
  - ii. the construction start date and the construction end date (forecasted and actual where applicable);
  - iii. the percentage of the Project that has been completed;
  - iv. risks and mitigation strategies;
  - v. confirmation that the Project is on track to achieve expected results; and
  - vi. confirmation that all required signage for the Project has been installed.
  
- (c) within 60 Business Days of Substantial Completion, a Final Report that will include:

- i. a summary of the Project's final timelines, costs, and outcomes; and
- ii. if requested by the Province, a declaration of Substantial Completion and a declaration of completion.

D.2.2 **Attestation.** The Recipient will include in each Report an attestation that confirms that the information in the Report is accurate.

### D.3.0 INDIGENOUS CONSULTATION RECORD

D.3.1 **Inclusion of Indigenous Consultation Record.** The Recipient will include an updated Indigenous Consultation Record, if consultation with any Indigenous Community is required, in a format and in accordance with timelines to be provided by the Province.

### D.4.0 COMPLIANCE AUDIT(S)

D.4.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province, the Recipient will, at its own expense, retain an independent third-party auditor to conduct one or more compliance audits of the Recipient. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**D.4.2 Submission of Compliance Audit(s).** The Recipient will submit a copy of the report for the compliance audit carried out in accordance with section D.4.1 (Compliance Audit(s)) to the Province within 30 days of the report's completion.

**[Schedule "E" (ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES)  
FOLLOWS]**



**SCHEDULE “E”**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**E.1.0 ELIGIBLE EXPENDITURES**

**E.1.1 Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party. Eligible Expenditures only include the following costs:

- (a) costs incurred on or after the Approval Date and paid on or before March 31, 2027;
- (b) all costs considered by the Province to be directly necessary for the successful completion of the Project, which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), acquisition, planning, environmental assessment, design and engineering, project management, material, construction or renovation costs;
- (c) costs evidenced by invoices, receipts or other records that are satisfactory to the Province, in its sole and absolute discretion;
- (d) the incremental costs of the Recipient’s staff or employees provided that:
  - (i) the Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - (ii) the arrangement is approved in advance in writing by the Province.
- (e) any other cost that is determined by the Province, in its sole and absolute discretion, to be an Eligible Expenditure.

**E.2.0 INELIGIBLE EXPENDITURES**

**E.2.1 Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the following costs are Ineligible Expenditures:

- (a) Costs incurred prior to the Approval Date;
- (b) Costs incurred and paid after March 31, 2027;
- (c) All expenditures related to Contracts awarded or executed prior to the Approval Date;

- (d) Costs incurred for terminated or cancelled Projects;
- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- (i) Costs that have not been submitted for reimbursement on or before the date that is 60 Business Days following Substantial Completion of the Project;
- (j) Capital costs, including site preparation and construction costs, until the Province has confirmed in writing that Indigenous consultation obligations have been fully met and continue to be fully met, if applicable;
- (k) Costs related to any component of the Project other than its approved scope;
- (l) Real estate fees and related costs;
- (m) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (n) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (o) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (p) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (q) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (r) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (s) Taxes of any kind;
- (t) Costs of relocating entire communities;
- (u) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (v) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient;
- (w) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (y) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or Contract termination or non-compliance;
- (z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" (EVALUATION) FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND PROGRAM EVALUATIONS**

- F.1.1 **Recipient’s Participation in Project and Program Evaluations.** The Recipient understands that the Province may ask the Recipient to participate in one or more evaluations in respect of the Project for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province for any evaluation.
- F.1.2 **Results of Project and Program Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and Program Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” (COMMUNICATIONS PROTOCOL) FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

**“Joint Communications”** means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public is informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of

Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G.4.3 **Recognition of the Province’s Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province’s contribution received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ Notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

#### **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **The Province’s Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.

- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- G.5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

#### **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, Contract awards, and construction and public safety notices.

#### **G.7.0 MEDIA RELATIONS**

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project.

#### **G.8.0 SIGNAGE**

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by the Province the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with the Province's current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's contribution; and
  - (b) prior to installing the marker, seek the prior written approval of the Province for its content and installation.

- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the Province's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing the Province's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

#### **G.9.0 ADVERTISING CAMPAIGNS**

- G.9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at its own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE "H" (DISPOSAL OF ASSETS) FOLLOWS]**



## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiry Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

**[SCHEDULE “I” (INDIGENOUS CONSULTATION PROTOCOL) FOLLOWS]**

## SCHEDULE “I” INDIGENOUS CONSULTATION PROTOCOL

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### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Indigenous Consultation Protocol):

“**Indigenous Communities**” include First Nation, Métis, and Inuit communities or peoples of Canada.

“**Indigenous Consultation Plan**” means the Indigenous Consultation Plan described in section I.2.1 (Development of Plan).

“**Indigenous Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

### I.2.0 INDIGENOUS CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan (“Indigenous Consultation Plan”).

I.2.2 **Procedural Aspects of Consultation.** If consultation with Indigenous Communities is required, the Recipient agrees that:

- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult with.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province, in the sole discretion of the Province and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

### I.3.0 INDIGENOUS CONSULTATION RECORD

I.3.1 **Requirements for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Indigenous Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous Communities regarding the Project;
- (b) of the outcomes of any archaeological assessments undertaken on the sites upon which the Project will occur; or
- (c) of any Indigenous archaeological resources that are discovered in relation to the Project,

and the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" (REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES)  
FOLLOWS]**

**SCHEDULE “J”  
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.7.0 (Final Payment).

**J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

**J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province no more than quarterly and no less than twice a year, unless an alternative request for payment schedule has been requested in advance by the Recipient and the Province has agreed to the request in writing, if costs have been incurred, and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. If no costs have been incurred within the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

(a) for each request for payment, including the Final Payment:

- i. a report in a format prescribed by the Province;
- ii. a detailed breakdown of invoices that are being claimed for reimbursement;
- iii. copies of invoices and associated documentation that may be required to validate the eligibility of expenditures, including but not limited to proof of payment;

- iv. an attestation by an authorized representative in a format acceptable to the Province that confirms that the Eligible Expenditures claimed in the request for payment have been paid and incurred in accordance with the terms and conditions of the Agreement;
  - v. such other information as the Province may request.
- (b) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (c) such other information as the Province may request.

#### **J.4.0 PAYMENTS**

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support as set out in Schedule “C”.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
- (b) the special conditions listed in section A.30.1 (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before the date that is 60 Business Days following Substantial Completion.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any

payment for a request for payment submitted after the date that is 60 Business Days following Substantial Completion.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report and any other requested Reports, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

J.7.1 **Holdback.** The Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.7.0 FINAL PAYMENT**

J.7.1 **Final Payment.** Subject to paragraph 5.1(f), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule "A" (General Terms and Conditions) have been met.

**[SCHEDULE "K" (COMMITTEE) FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.28.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;  
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring Project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, Contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;



- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project;  
and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, Project status information related to Schedule "D" (Reports).

Bill No. 82  
2023

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

A by-law to establish a Pilot Project for Electric Kick-Scooters and for Cargo Power-Assisted Bicycles, for use on highways and bicycle lanes, (not sidewalks) in the City of London.

WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8 (“*Highway Traffic Act*”) provides in Part XVI s. 228 that the Lieutenant Governor in Council may by regulation authorize or establish a project for research into or testing or evaluation of any matter governed by the *Highway Traffic Act* or relevant to highway traffic;

AND WHEREAS the *Highway Traffic Act* establishes in section 228(8) that every person who contravenes a regulation made under that section is guilty of an offence and on conviction is liable to a fine of not less than \$250 and not more than \$2,500;

AND WHEREAS Ontario Regulation 389/19 entitled “Pilot Project – Electric Kick-Scooters” established a pilot project to evaluate the use and operation of electric kick-scooters, and is to be revoked on November 27, 2024, attached to this by-law as Schedule 1;

AND WHEREAS Ontario Regulation 141/21 entitled “Pilot Project – Cargo Power-Assisted Bicycles” established a pilot project to evaluate the use and operation of cargo power-assisted bicycles, and is to be revoked on March 1, 2026, attached to this by-law as Schedule 2;

AND WHEREAS these Pilot Projects prohibit the use of Electric Kick-Scooters and Cargo Power-Assisted Bicycles on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground under municipal jurisdiction unless such operation is permitted by the Regulation, and where such operation is permitted by a municipal by-law;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act, 2001*”) 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 the *Municipal Act, 2001* 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: in paragraph 4, Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; in paragraph 5, Economic, social and environmental well-being of the municipality, including respecting climate change; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; and in paragraph 10, Structures, including fences and signs;

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

## **Part 1 DEFINITIONS**

### **Definitions**

1.1 For the purposes of this By-law:

“Electric Kick-Scooter” means a vehicle that has,

- (a) two wheels placed along the same longitudinal axis, one placed at the front of the kick-scooter and one at the rear;
- (b) a platform for standing between the two wheels;
- (c) a steering handlebar that acts directly on the steerable wheel; and
- (d) an electric motor not exceeding 500 watts that provides a maximum speed of 24 kilometres per hour.

“Cargo Power-assisted Bicycle” means a pedal-driven bicycle of conventional exposed fork-and-frame bicycle design and appearance that,

- (a) has two or three wheels;
- (b) is fitted at all times with pedals that are always operable to propel the bicycle;
- (c) has a platform, basket or container for carrying cargo, parcels or goods,
- (d) has steering handlebars;
- (d.1) has a weight of more than 55 kilograms;
- (e) has a width not exceeding 1.3 metres;
- (f) has a length not exceeding 4 metres;
- (g) has a height not exceeding 2.2 metres;
- (h) has wheels that have a width of not less than 35 millimetres and a diameter of not less than 350 millimetres;
- (i) does not have any structure that fully encloses the occupant area; and
- (j) has an electric motor with a continuous rated output power not exceeding 1000 watts that is incapable of providing propulsion assistance when the bicycle attains a speed of 32 kilometres per hour or more.

“Commercial Electric Kick-Scooter” means an Electric Kick-Scooter that is owned by a corporation or individual that allows other individuals or corporations to use the Electric Kick-Scooter on a temporary membership basis or fee per use basis or any other commercial arrangement, including free trials, between the parties for the use of the Electric Kick-Scooter.

## **Part 2 PROHIBITIONS**

### **Prohibited – sidewalks, Hiking trail, ESA, natural park area**

2.1 No person shall operate an Electric Kick-Scooter or a Cargo Power-assisted Bicycle:

- (a) on a sidewalk as defined under the Streets By-law;
- (b) on a Hiking trail as defined under the Parks and Recreation Area By-law;
- (c) in an Environmentally Significant Area (ESA) or a natural park area as defined under the Parks and Recreation Area By-law, unless authorized under the Parks and Recreation Area By-law.

### **Prohibited – Commercial Electric Kick-Scooter**

2.2 No person shall provide or cause to be provided Commercial Electric Kick-Scooters anywhere in the City, unless specifically authorized by The Corporation of the City of London by way of permit, licence or contract with The Corporation of the City of London.

## **Part 3 PERMITTED**

### **Permitted - Electric Kick-Scooter– highway, bicycle lane – not sidewalk**

3.1(1) Subject to sections 2.1, 2.2 and subsection 3.1(2), a person is permitted to operate an Electric Kick-Scooter on the following property under the jurisdiction of The Corporation of the City of London:

- (a) on a highway (excluding the sidewalk and excluding those portions of the highways where the use is prohibited under s. 35 and Schedule 22 of the Traffic and Parking By-law and excluding those highways that have a posted rate of speed of more than 50 kilometres per hour). Where Reserved Lanes for bicycles are provided on a highway, the Electric Kick-Scooter is permitted and required to use such Reserved Lanes, and where there are no Reserved Lanes for bicycles on a highway, the Electric Kick-Scooter shall be operated as close to the right edge of the shoulder or edge of roadway as possible; and
- (b) on a trail, path, walkway or in a park (excluding Hiking trails and Environmentally Significant Areas (ESA) and natural parks all as defined under the Parks and Recreation Area By-law, unless authorized under the Parks and Recreation Area By-law).

3.1(2) The permission under subsection 3.1(1) to operate an Electric Kick-Scooter or a Cargo Power-assisted Bicycle is subject to the person complying with the applicable Ontario Regulation 389/19 and 141/21, as amended from time to time.

**Permitted – Cargo Power-assisted Bicycle– highway, bicycle lane – not sidewalk**

3.2(1) Subject to sections 2.1, 2.2 and subsection 3.2(2), a person is permitted to operate a Cargo Power-assisted Bicycle on the following property under the jurisdiction of The Corporation of the City of London:

- (a) on a highway (excluding the sidewalk and excluding those portions of the highways where the use is prohibited under s. 35 and Schedule 22 of the Traffic and Parking By-law and excluding those highways that have a posted rate of speed of more than 50 kilometres per hour). Where Reserved Lanes for bicycles are provided on a highway, the Cargo Power-assisted Bicycle is permitted and required to use such Reserved Lanes, and where there are no Reserved Lanes for bicycles on a highway, the Cargo Power-assisted Bicycle shall be operated as close to the right edge of the shoulder or edge of roadway as possible; and
- (b) on a trail, path, walkway or in a park (excluding Hiking trails and Environmentally Significant Areas (ESA) and natural parks all as defined under the Parks and Recreation Area By-law, unless authorized under the Parks and Recreation Area By-law).

3.2(2) The permission under subsection 3.2(1) to operate a Cargo Power-assisted Bicycle is subject to the person complying with Ontario Regulation 141/21, as amended from time to time.

3.2(3) The permission under subsection 3.2(1) to operate a Cargo Power-assisted Bicycle for commercial or business purposes is subject to any additional licensing requirements under the City’s Business Licensing By-law.

**Part 4  
COMPLIANCE AND ADMINISTRATIVE PENALTY**

4.1 Every person who fails to comply with any provision of this by-law is liable to pay an administrative monetary penalty as per the Administrative Monetary Penalty System By-law;

4.2 Penalty notices indicating non-compliance with the by-law shall be issued in accordance with the Administrative Monetary Penalty System By-law.

**PART 5  
REVOCATION**

5.1. The definition of “Electric Kick Scooter” in section 1.1, the phrase “Electric Kick Scooter” in section 2.1, and section 3.1, are all repealed on November 27, 2024, being the date that the Province’s Pilot Project – Electric Kick Scooters Regulation is revoked.

5.2 This By-law is repealed on March 1, 2026, being the date that the Province's Pilot Project – Cargo Power-assisted Bicycles is revoked.

**Part 6**  
**MISCELLANEOUS**

**Administration**

6.1 The Deputy City Manager, Environment and Infrastructure is responsible for the administration of the By-law.

**Short Title**

6.2 The short title of this by-law is the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law.

**Effective date**

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

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Schedule 1 (O.Reg. 389/19)  
Highway Traffic Act

**ONTARIO REGULATION 389/19**

**PILOT PROJECT - ELECTRIC KICK-SCOOTERS**

**Consolidation Period:** From January 1, 2020 to the [e-Laws currency date](#).

**Note: This Regulation is revoked on November 27, 2024, the fifth anniversary of the day it was filed. (See: O. Reg. 389/19, s. 14)**

Last amendments: [389/19](#).

Legislative History: [389/19](#).

***This is the English version of a bilingual regulation.***

**Definitions**

1. (1) In this Regulation,  
“electric kick-scooter” means a vehicle that has,
- (a) two wheels placed along the same longitudinal axis, one placed at the front of the kick-scooter and one at the rear,
  - (b) a platform for standing between the two wheels,
  - (c) a steering handlebar that acts directly on the steerable wheel, and
  - (d) an electric motor not exceeding 500 watts that provides a maximum speed of 24 kilometres per hour; (“trottinette électrique”)

“public park” means a provincial park or land designated by a municipality for use as a park. (“parc public”)

- (2) An electric kick-scooter is deemed not to be a motor vehicle under the Act.
- (3) Despite subsection (2), any municipal by-law that governs or prohibits the operation of a motorized vehicle applies to an electric kick-scooter unless the by-law provides otherwise.

**Pilot project re electric kick-scooters**

2. A pilot project to evaluate the use and operation of electric kick-scooters is established.

**Prohibition**

3. No person shall operate an electric kick-scooter on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground unless,
- (a) such operation is permitted by and in accordance with this Regulation; and
  - (b) where the highway, sidewalk, trail, path, walkway, public park or exhibition ground is under the jurisdiction of a municipality, such operation is permitted by and in accordance with a municipal by-law.

**Where electric kick-scooters permitted**

4. (1) Subject to subsection (2), a person may operate an electric kick-scooter on a roadway or on the shoulder of a highway.
- (2) An electric kick-scooter shall not be operated on,
    - (a) those parts of the controlled-access highways described in Schedule 1 to Regulation 627 of the Revised Regulations of Ontario, 1990 (Use of Controlled-Access Highways by Pedestrians) made under the Act;
    - (b) those parts of the controlled-access highways described in Schedule 1 to Regulation 630 of the Revised Regulations of Ontario, 1990 (Vehicles on Controlled-Access Highways) made under the Act; or

- (c) any highway to which access by pedestrians or bicycles is prohibited under any Act, regulation or municipal by-law.

### **Roadway use**

5. (1) Where bicycle lanes are provided on a highway, an electric kick-scooter shall only be operated in the bicycle lanes.

(2) Despite subsection (1), where the highway is located in a tunnel or underpass, an electric kick-scooter may be operated on a sidewalk in the tunnel or underpass rather than the bicycle lane except where such operation is prohibited by municipal by-law.

(3) Where bicycle lanes are not provided on a highway or where the operation of electric kick-scooters in bicycle lanes is prohibited by municipal by-law, an electric kick-scooter shall only be operated,

- (a) if there is a shoulder on the highway, on the shoulder as close to the right edge of the shoulder as possible; or
- (b) if there is no shoulder on the highway, on the right side of the roadway as close to the edge of the roadway as possible.

### **Application of the Act**

6. (1) Parts II, IV, VI and X.3, sections 179 and 199 and subsection 214 (2) of the Act do not apply to the operation of an electric kick-scooter or to a person who operates an electric kick-scooter.

(2) Sections 140 and 144 of the Act apply to an electric kick-scooter as if the electric kick-scooter were a bicycle.

(3) When an electric kick-scooter is being operated on a sidewalk, trail, path or walkway or in a public park or exhibition ground, the provisions of the Act, other than the Parts and sections listed in subsection (1), apply to the operation of the electric kick-scooter and to the operator of the electric kick-scooter as if the electric kick-scooter were a bicycle and the operator a cyclist.

(4) When an electric kick-scooter is being operated on a roadway or on the shoulder of a highway, the provisions of the Act, other than the Parts and sections listed in subsection (1) or the provisions listed in subsection (2), apply to the operation of the electric kick-scooter and to its operator as if the electric kick-scooter were a bicycle and the operator a cyclist.

### **Safe operation**

7. (1) The operator of an electric kick-scooter shall keep a safe distance from pedestrians and other users of the roadway, shoulder, sidewalk, trail, path, walkway, public park or exhibition ground at all times and shall give way to a pedestrian or bicycle by slowing or stopping, as necessary, where there is insufficient space for the pedestrian or bicycle and the electric kick-scooter to pass.

(2) An electric kick-scooter shall not be operated on a sidewalk, trail, path or walkway or in a public park or exhibition ground at a speed that is markedly greater than the speed of the pedestrians who are proximate to the electric kick-scooter.

(3) Every electric kick-scooter shall be equipped with a bell or horn which shall be kept in good working order and sounded whenever it is reasonably necessary to notify cyclists, pedestrians or others of its approach.

(4) When operated at any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric conditions, persons and vehicles are not clearly discernible at a distance of 150 metres or less, every electric kick-scooter shall carry a lighted lamp displaying a white or amber light at the front and a lighted lamp displaying a red light at the rear.

(5) The lamps referred to in subsection (4) may be attached to the electric kick-scooter or may be carried or worn by the operator on his or her person.

(6) An electric kick-scooter shall not be operated in such a manner that it may harm, injure or damage, either directly or indirectly, any person or property.

## **General rules re operation**

8. (1) No person under the age of 16 years shall operate an electric kick-scooter.
- (2) No person operating an electric kick-scooter shall carry any other person thereon.
- (3) No person operating an electric kick-scooter shall tow another person, vehicle or device.
- (4) No person operating an electric kick-scooter shall attach himself or herself to another electric kick-scooter, vehicle or device for the purpose of being drawn or towed.
- (5) No person operating an electric kick-scooter shall operate it in any position other than while standing at all times.
- (6) No cargo may be carried on an electric kick-scooter.
- (7) No person operating an electric kick-scooter shall leave it in a location that is intended for the passage of vehicles or pedestrians.

## **Equipment**

9. (1) An electric kick-scooter shall have one or more electric batteries that are the sole source of power to the motor.
- (2) An electric kick-scooter shall not have,
  - (a) a seat, surface or structure that could be used as a seat;
  - (b) pedals attached to it;
  - (c) a basket attached to it;
  - (d) wheels with a diameter of more than 430 millimetres; or
  - (e) any structure to enclose the electric kick-scooter.
- (3) The weight of an electric kick-scooter, including the weight of the battery but otherwise unladen, shall not exceed 45 kilograms.
- (4) The battery and motor of an electric kick-scooter shall be securely fastened to the electric kick-scooter to prevent them from moving while the electric kick-scooter is in motion.
- (5) All electric terminals on an electric kick-scooter shall be completely insulated and covered.
- (6) An electric kick-scooter shall not be modified after its manufacture in any way that may result in increasing its power or its maximum speed beyond the limits set out in the definition of “electric kick-scooter”.
- (7) The motor of an electric kick-scooter shall cease to propel the electric kick-scooter forward if the accelerator is released or the brakes are applied.
- (8) The braking system of an electric kick-scooter must be capable of bringing the electric kick-scooter, while being operated at a speed of 24 kilometres per hour on a clean, paved and level surface, to a full stop within nine metres from the point at which the brakes were applied.
- (9) An electric kick-scooter and all of its components shall be maintained in good working order at all times.

## **Helmets**

10. A person who is under 18 years old shall wear a helmet that complies with the requirements of subsection 104 (1) or (2.1) of the Act when operating an electric kick-scooter.

## **Operator to stop for police officer**

11. Every operator of an electric kick-scooter shall stop when required to do so by a police officer and shall, on the demand of the police officer,
  - (a) surrender his or her driver’s licence, if he or she has one and has it in his or her possession, for reasonable inspection by the officer; or
  - (b) provide the officer with his or her correct name, address and date of birth.



### **Duty to report accident**

**12.** (1) Where an electric kick-scooter is involved in an accident with a pedestrian, animal or vehicle that results in personal injury or property damage, the operator of the electric kick-scooter shall forthwith report the accident to a police officer and furnish him or her with the information concerning the accident as may be required by the officer under subsection (2).

(2) A police officer receiving a report of an accident, as required by this section, shall secure from the person making the report, or by other inquiries where necessary, the particulars of the accident, the persons involved, the extent of the personal injuries or property damage, if any, and the other information that may be necessary to complete a written report concerning the accident and shall forward the report to the Registrar within 10 days of the accident.

(3) The report of a police officer under subsection (2) shall be in the form that is approved by the Minister.

### **Reports to Minister**

**13.** Any municipality in which electric kick-scooters are being used shall, if requested by the Minister, report to the Minister on the use of electric kick-scooters in the municipality, or on any aspect of such use as may be specified by the Minister.

### **Revocation**

**14. This Regulation is revoked on the fifth anniversary of the day it is filed.**

**15. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION).**

Schedule 2 (O.Reg. 141/21)  
Highway Traffic Act

**ONTARIO REGULATION 141/21**

**PILOT PROJECT - CARGO POWER-ASSISTED BICYCLES**

**Consolidation Period:** From April 29, 2021 to the [e-Laws currency date](#).

**Note: This Regulation is revoked on March 1, 2026. (See: O. Reg. 141/21, s. 14)**

Last amendment: [321/21](#).

Legislative History: [141/21](#), [321/21](#).

***This is the English version of a bilingual regulation.***

**Definitions**

1. (1) In this Regulation,

“cargo power-assisted bicycle” means a pedal-driven bicycle of conventional exposed fork-and-frame bicycle design and appearance that,

- (a) has two or three wheels,
- (b) is fitted at all times with pedals that are always operable to propel the bicycle,
- (c) has a platform, basket or container for carrying cargo, parcels or goods,
- (d) has steering handlebars,
- (d.1) has a weight of more than 55 kilograms,
- (e) has a width not exceeding 1.3 metres,
- (f) has a length not exceeding 4 metres,
- (g) has a height not exceeding 2.2 metres,
- (h) has wheels that have a width of not less than 35 millimetres and a diameter of not less than 350 millimetres,
- (i) does not have any structure that fully encloses the occupant area, and
- (j) has an electric motor with a continuous rated output power not exceeding 1000 watts that is incapable of providing propulsion assistance when the bicycle attains a speed of 32 kilometres per hour or more; (“vélo cargo assisté”)

“public park” means a provincial park or land designated by a municipality for use as a park. (“parc public”) O. Reg. 141/21, s. 1 (1); O. Reg. 321/21, s. 1.

(2) A cargo power-assisted bicycle is deemed not to be a motor vehicle under the Act. O. Reg. 141/21, s. 1 (2).

(3) Despite subsection (2), any municipal by-law that governs or prohibits the operation of a motorized vehicle applies to a cargo power-assisted bicycle unless the by-law provides otherwise. O. Reg. 141/21, s. 1 (3).

**Pilot project re cargo power-assisted bicycles**

2. A pilot project to evaluate the use and operation of cargo power-assisted bicycles is established.

**Prohibition**

3. No person shall operate a cargo power-assisted bicycle on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground unless,

- (a) such operation is permitted by and in accordance with this Regulation; and

- (b) where the highway, sidewalk, trail, path, walkway, public park or exhibition ground is under the jurisdiction of a municipality, such operation is permitted by and in accordance with a municipal by-law.

### **Where cargo power-assisted bicycles permitted**

**4.** (1) Subject to subsection (2), a person may operate a cargo power-assisted bicycle on a roadway or on the shoulder of a highway.

(2) A cargo power-assisted bicycle shall not be operated on,

- (a) those parts of the controlled-access highways described in Schedule 1 to Regulation 627 of the Revised Regulations of Ontario, 1990 (Use of Controlled-Access Highways by Pedestrians) made under the Act;
- (b) those parts of the controlled-access highways described in Schedule 1 to Regulation 630 of the Revised Regulations of Ontario, 1990 (Vehicles on Controlled-Access Highways) made under the Act; or
- (c) any highway to which access by pedestrians or bicycles is prohibited under any Act, regulation or municipal by-law.

### **Roadway use**

**5.** (1) Where bicycle lanes are provided on a highway, a cargo power-assisted bicycle shall only be operated in the bicycle lanes.

(2) Despite subsection (1), where the highway is located in a tunnel or underpass, a cargo power-assisted bicycle may be operated on a sidewalk in the tunnel or underpass rather than the bicycle lane except where such operation is prohibited by municipal by-law.

(3) Where bicycle lanes are not provided on a highway or where the operation of cargo power-assisted bicycles in bicycle lanes is prohibited by municipal by-law, a cargo power-assisted bicycle shall only be operated,

- (a) if there is a shoulder on the highway, on the shoulder as close to the right edge of the shoulder as possible; or
- (b) if there is no shoulder on the highway, on the right side of the roadway as close to the edge of the roadway as possible.

### **Application of the Act**

**6.** The Act and the regulations apply to the operation of a cargo power-assisted bicycle and to a person who operates a cargo power-assisted bicycle.

### **Safe operation**

**7.** (1) The operator of a cargo power-assisted bicycle shall keep a safe distance from pedestrians and other users of the roadway, shoulder, sidewalk, trail, path, walkway, public park or exhibition ground at all times and shall give way to a pedestrian or bicycle by slowing or stopping, as necessary, where there is insufficient space for the pedestrian or bicycle and the cargo power-assisted bicycle to pass.

(2) A cargo power-assisted bicycle shall not be operated on a sidewalk, trail, path or walkway or in a public park or exhibition ground at a speed that is markedly greater than the speed of the pedestrians who are proximate to the cargo power-assisted bicycle.

(3) The operator of a cargo power-assisted bicycle shall sound the bell or horn on the cargo power-assisted bicycle whenever it is reasonably necessary to notify cyclists, pedestrians or others of its approach.

(4) The operator of a cargo power-assisted bicycle shall, when operating the cargo power-assisted bicycle at any time from one-half hour before sunset to one-half hour after sunrise and at any other time when, due to insufficient light or unfavourable atmospheric conditions, persons and vehicles are not clearly discernible at a distance of 150 metres or less, ensure the bicycle has a lighted lamp at the front displaying a white or amber light, and at the rear either a lighted lamp displaying a red light or a reflector.

(5) A cargo power-assisted bicycle shall not be operated in such a manner that it may harm, injure or damage, either directly or indirectly, any person or property.

## **General rules re operation**

8. (1) No person under the age of 16 years shall operate a cargo power-assisted bicycle.
- (2) No person operating a cargo power-assisted bicycle shall carry any other person thereon unless the bicycle was manufactured to carry passengers.
- (3) No person operating a cargo power-assisted bicycle shall tow another person, vehicle or device.
- (4) No person operating a cargo power-assisted bicycle shall attach the bicycle to another cargo power-assisted bicycle, vehicle or device for the purpose of being drawn or towed.
- (5) No person operating a cargo power-assisted bicycle shall leave it in a location that is intended for the passage of vehicles or pedestrians.
- (6) No person operating a cargo power-assisted bicycle shall carry any dangerous or hazardous goods.
- (7) No person shall operate or permit to be operated a cargo power-assisted bicycle that carries a load unless the load is loaded, bound, secured, contained or covered so that no portion of the load may become dislodged or fall, leak, spill or blow from the cargo power-assisted bicycle.

## **Equipment**

9. (1) A cargo power-assisted bicycle shall have one or more electric batteries that are the sole source of power to the motor.
- (2) A cargo power-assisted bicycle shall be equipped with a bell or horn which shall be kept in good working order.
- (3) The battery and motor of a cargo power-assisted bicycle shall be securely fastened to the cargo power-assisted bicycle to prevent them from moving while the cargo power-assisted bicycle is in motion.
- (4) A cargo power-assisted bicycle shall have a lamp displaying a white or amber light at the front and a lamp displaying a red light or a reflector at the rear that are each clearly discernible at a distance of 150 metres or less.
- (5) A cargo power-assisted bicycle shall have white reflective material placed on its front forks, and red reflective material covering a surface of not less than 250 millimetres in length and 25 millimetres in width placed at the rear.
- (6) A cargo power-assisted bicycle shall not be modified after its manufacture in any way that results in increasing the total continuous rated output power of its electric motor beyond 1000 watts, or that results in increasing its maximum assisted speed beyond 32 kilometres per hour.
- (7) A cargo power-assisted bicycle shall not be modified after its manufacture in any way that results in the cargo power-assisted bicycle being propelled by any form of non-muscular propulsion other than its electric motor.
- (8) The motor of a cargo power-assisted bicycle shall cease to propel the cargo power-assisted bicycle forward if the accelerator is released or the brakes are applied.
- (9) The brakes of a cargo power-assisted bicycle must be capable of bringing the bicycle, while being operated at a speed of 30 kilometres per hour on a clean, paved and level surface, to a full stop within nine metres from the point at which the brakes were applied.
- (10) A cargo power-assisted bicycle and all of its components shall be maintained in good working order at all times.

## **Helmets**

10. Every person operating or riding on a cargo power-assisted bicycle shall wear a helmet that complies with the requirements of subsection 104 (1) or (2.1) of the Act.

### **Operator to stop for police officer**

**11.** Every operator of a cargo power-assisted bicycle shall stop when required to do so by a police officer and shall, on the demand of the police officer,

- (a) surrender his or her driver's licence, if he or she has one and has it in his or her possession, for reasonable inspection by the officer; or
- (b) provide the officer with his or her correct name, address and date of birth.

### **Duty to report accident**

**12.** (1) Where a cargo power-assisted bicycle is involved in an accident with a pedestrian, animal or vehicle that results in personal injury or property damage, the operator of the cargo power-assisted bicycle shall forthwith report the accident to a police officer and furnish him or her with the information concerning the accident as may be required by the officer under subsection (2).

(2) A police officer receiving a report of an accident, as required by this section, shall secure from the person making the report, or by other inquiries where necessary, the particulars of the accident, the persons involved, the extent of the personal injuries or property damage, if any, and the other information that may be necessary to complete a written report concerning the accident and shall forward the report to the Registrar within 10 days of the accident.

(3) The report of a police officer under subsection (2) shall be in the form that is approved by the Minister.

### **Reports to Minister**

**13.** Any municipality in which cargo power-assisted bicycles are being used shall, if requested by the Minister, report to the Minister on the use of cargo power-assisted bicycles in the municipality, or on any aspect of such use as may be specified by the Minister.

**14.** OMITTED (PROVIDES FOR AMENDMENTS TO THIS REGULATION).

**15.** OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION).

Bill No. 83  
2023

By-law No. A-54-23\_\_\_\_\_

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to designate the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019 passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London”;

AND WHEREAS the Municipal Council deems it appropriate to amend Bylaw No. A-54 with respect to contraventions of the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law;

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

1. The definition of “Administrative Penalty” in Section 1 of By-law A-54 is amended by deleting the phrase “ and ‘A-26’” and replacing it with the phrase “, ‘A-26’ and ‘A-27’”.
2. Section 2.1 of By-law A-54 is amended by deleting the phrase “and “A-26” and adding the phrase “A-26 and “A-27””.
3. Section 3.1 and subsection 3.1(a) of By-law A-54 are amended by deleting the phrase “ and ‘A-26’” and replacing it with the phrase “, ‘A-26’ and ‘A-27’”.
4. Schedule “A-1” of By-law No. A-54 is amended to include the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law.
5. The attached new Schedule “A-27” is added to By-law No. A-54 after Schedule “A-26”. Items 1 to 3 in Column 1 of Schedule “A-27” related to Electric Kick-Scooters are repealed on November 27, 2024. Schedule “A-27” is repealed in its entirety on March 1, 2026.
6. This By-law shall come into force and effect on the day it is passed, subject to the passing by Council of the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Deputy Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

**Schedule “A-27”**  
**Administrative Monetary Penalty System By-law**  
**Penalty Schedule for the Electric Kick-Scooter and Cargo Power-assisted Bicycle**  
**By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

<b>Column 1 Item #</b>	<b>Column 2 Short Form Wording</b>	<b>Column 3 Designated Provision</b>	<b>Column 4 Administrative Penalty Amount</b>
1	operate Electric Kick-Scooter on sidewalk	2.1(a)	\$50.00
2	operate Electric Kick-Scooter on Hiking trail	2.1(b)	\$50.00
3	operate Electric Kick-Scooter in Environmentally Significant area or natural park area	2.1(c)	\$50.00
4	operate Cargo Power-assisted Bicycle on sidewalk	2.1(a)	\$50.00
5	operate Cargo Power-assisted Bicycle on Hiking Trail	2.1(b)	\$50.00
6	operate Cargo Power-assisted Bicycle in Environmentally Significant area or natural park area	2.1(c)	\$50.00
7	provide Commercial Electric Kick-Scooters	2.2	\$50.00

Fines may be doubled for any and all subsequent repeat offences.

Bill No. 84  
2023

By-law No. PR-2-23\_\_\_\_\_

A by-law to amend By-law No. PR-2, entitled  
“A by-law relating to the use, protection and  
regulation of Public Parks and Recreation  
Areas in the City of London”

WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8 (“*Highway Traffic Act*”) provides in Part XVI s. 228 that the Lieutenant Governor in Council may by regulation authorize or establish a project for research into or testing or evaluation of any matter governed by the *Highway Traffic Act* or relevant to highway traffic;

AND WHEREAS the *Highway Traffic Act* establishes in section 228(8) that every person who contravenes a regulation made under that section is guilty of an offence and on conviction is liable to a fine of not less than \$250 and not more than \$2,500;

AND WHEREAS Ontario Regulation 389/19 entitled “Pilot Project – Electric Kick-Scooters” established a pilot project to evaluate the use and operation of electric kick-scooters, and is to be revoked on November 27, 2024;

AND WHEREAS Ontario Regulation 141/21 entitled “Pilot Project – Cargo Power-Assisted Bicycles” established a pilot project to evaluate the use and operation of cargo power-assisted bicycles, and is to be revoked on March 1, 2026;

AND WHEREAS these Pilot Projects prohibit the use of Electric Kick-Scooters and Cargo Power-Assisted Bicycles on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground under municipal jurisdiction unless such operation is permitted by the Regulation, and where such operation is permitted by a municipal by-law;

AND WHEREAS Municipal Council resolved at its Council meeting of July 5, 2022 that Civic Administration bring forward proposed by-law amendments to incorporate cargo e-bikes for personal use and commercial use, and e-scooter use;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act, 2001*”) 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 the *Municipal Act, 2001* 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: in paragraph 4, Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; in paragraph 5, Economic, social and environmental well-being of the municipality, including respecting climate change; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; and in paragraph 10, Structures, including fences and signs;

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



1. Section 1.1 of by-law PR-2 is amended by adding the following new definition of “Cargo Power-assisted Bicycle” after the definition of “Bulk Feeding”:

**Cargo Power-assisted Bicycle - defined**

“Cargo Power-assisted Bicycle” means a pedal-driven bicycle of conventional exposed fork-and-frame bicycle design and appearance that,

- (a) has two or three wheels;
- (b) is fitted at all times with pedals that are always operable to propel the bicycle;
- (c) has a platform, basket or container for carrying cargo, parcels or goods,
- (d) has steering handlebars;
- (d.1) has a weight of more than 55 kilograms;
- (e) has a width not exceeding 1.3 metres;
- (f) has a length not exceeding 4 metres;
- (g) has a height not exceeding 2.2 metres;
- (h) has wheels that have a width of not less than 35 millimetres and a diameter of not less than 350 millimetres;
- (i) does not have any structure that fully encloses the occupant area; and
- (j) has an electric motor with a continuous rated output power not exceeding 1000 watts that is incapable of providing propulsion assistance when the bicycle attains a speed of 32 kilometres per hour or more.

2. Section 1.1 of by-law PR-2 is amended by adding the following new definition of “Electric Kick-Scooter” after the definition of “designated”:

**Electric Kick-Scooter - defined**

“Electric Kick-Scooter” means a vehicle that has,

- (a) two wheels placed along the same longitudinal axis, one placed at the front of the kick scooter and one at the rear;
- (b) a platform for standing between the two wheels;
- (c) a steering handlebar that acts directly on the steerable wheel; and
- (d) an electric motor not exceeding 500 watts that provides a maximum speed of 24 kilometres per hour.

3. Section 1.1 of by-law PR-2 is amended by deleting the definition of “Hiking trail” and replacing it with the following new definition:

**Hiking trail – defined**

“Hiking trail” means that part of a park that has been marked, posted or blazed for the purpose of hiking, cross country skiing or running by the public, and which is not pavement or concrete, and excludes certain uses as set out in this by-law. Hiking trails may or may not be accessible to motorized wheel chairs depending on topographic restrictions.”

4. Section 1.1 of by-law PR-2 is amended by deleting the definition of “Multi-use Pathway” and replacing it with the following new definition:

**Multi-use pathway – defined**

“Multi-use pathway” means that part of a park that has been improved with a hard surface and intended for a variety of uses, including pedestrian use, and excludes certain uses as set out in this by-law.”

5. The definition of “Power-assisted bicycle” in section 1.1 of by-law PR-2 is repealed and replaced with the following new definition of “Power-assisted bicycle”:

**Power-assisted bicycle” – defined**

“Power-assisted bicycle” has the meaning attributed to it in the Highway Traffic Act and is commonly referred to as an electric bicycle, or e-bike.

6. Subsection 3.1(4) of by-law PR-2 is deleted and replaced with the following new subsection 3.1(4):

“on a multi-use pathway: drive, ride or operate any motor vehicle (including an automobile, motorcycle or motor assisted bicycle), any kind of power-assisted bicycle that weighs more than 120 kg or is capable of providing propulsion

assistance when the bicycle attains a speed of 32 kilometres per hour or more, or horse-drawn conveyance;”.

7. Subsections 3.1(5) of by-law PR-2 is deleted and replaced with the following new subsection 3.1(5):

“on a hiking trail: drive, ride or operate any motor vehicle (including an automobile, motorcycle or motor assisted bicycle), a bicycle (including a tricycle, unicycle or any kind of power-assisted bicycle), Electric Kick-Scooter, skateboard, or carry on in-line skating;”

8. Subsection 3.1(41) of by-law PR-2 is deleted and replaced with the following new subsection 3.1(41):

“drive, ride or operate a motor assisted bicycle, or any kind of power-assisted bicycle that weighs more than 120 kg or is capable of providing propulsion assistance when the bicycle attains a speed of 32 kilometres per hour or more;”

9. Subsection 3.1(43) of by-law PR-2 is deleted and replaced with the following new subsection 3.1(43):

“drive, ride or operate any kind of power-assisted bicycle or Electric Kick-Scooter unless the person is wearing a helmet that complies with the requirements of the *Highway Traffic Act*.

10. Subsection 5.4(7) of by-law PR-2 is deleted and replaced with the following new subsection 5.4(7):

“No person shall, within the boundaries of an ESA or a natural park area, operate a vehicle (including a motor vehicle, automobile, motorcycle, motor assisted bicycle, tricycle, unicycle, bicycle, any kind of power-assisted bicycle, Electric Kick-Scooter, motorized snow vehicle, or traction engine, unless signs are posted specifically allowing such activity;”

11. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 85  
2023

By-law No. PS-6-23\_\_\_\_

A by-law to amend the Fence By-law PS-6 to edit and add sections to the By-law.

WHEREAS The Corporation of the City of London has applied to amend the Fence By-law PS-6, as set out below;

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

1. The Fence By-law, PS-6. is hereby amended in Part 4 – RESIDENTIAL FENCES, by ADDING the following Section:

**“Part 4.2 Height – exceptions**

A minor exemption for increased fence height [beyond 2.13 metres (7 feet)] may be considered by the Director, Municipal Compliance or designate, in cases where:

- (a) a residential lot line abuts natural/open spaces, public walkways or trails, or other adjacent uses which may require increased security measures,
- (b) residential lands abut highways, commercial, and/or industrial zones and where concerns about noise are being attenuated by some form of soundproofing and/or noise attenuation,
- (c) or any other circumstances that may warrant consideration for minor exemption at the discretion of the Director, Municipal Compliance or designate.”

2. The Fence By-law, PS-6, is hereby amended in Part 7 – INDUSTRIAL AND COMMERCIAL LOTS, Section 7.1 by ADDING the following Section:

- “(c) permit a maximum height of 3 metres (10 feet) where the lands are zoned industrial, or commercial, are used for industrial or commercial purposes, and where they do not abut lands zoned residential, nor are they used in combination with residential uses.”

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

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 86  
2023

By-law No. PS-114

A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

### 1. No Stopping

Schedule 3 (No Stopping) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-Side	3-From	4-To	5-Period
King Street	North	A point 30 m west of Covent Market Place	Colborne Street	Anytime
King Street	South	A point 54 m east of Ridout Street N	A point 71 m east of Richmond Street	Anytime

Schedule 3 (No Stopping) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2-Side	3-From	4-To	5-Period
King Street	North	A point 30 m west of Covent Market Place	Richmond Street	Anytime
King Street	North	A point 90 m west of Clarence Street	Colborne Street	Anytime
King Street	South	A point 54 m east of Ridout Street N	Clarence Street	Anytime
King Street	South	A point 80 m east of Wellington St	Wellington Street	Anytime
King Street	South	A point 77 m east of Richmond Street	A point 50 m west of Clarence Street	Anytime

### 2. No Parking

Schedule 4 (No Parking) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-Side	3-From	4-To	5-Period
Jalna Boulevard	East	Sholto Drive (south intersection)	Archer Crescent	Anytime
King Street	South	Ridout Street N	A point 75 m east of Ridout Street N	Anytime
King Street	South	A point 66 m east of Talbot Street	A point 98 m east of said street	Anytime
King Street	South	A point 55 m west of Clarence Street	Clarence Street	Anytime

1-Street	2-Side	3-From	4-To	5-Period
King Street	South	A point 86m west of Richmond Street	A point 78m west of Richmond Street	Anytime Police Vehicle Only
King Street	South	A point 88m west of Wellington Street	Wellington Street	Anytime

Schedule 4 (No Parking) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2-Side	3-From	4-To	5-Period
Goodfellow Court	South	Meadowgate Boulevard	A point 61 m east of Meadowgate Boulevard	Anytime
Jalna Boulevard	East	Sholto Drive (south intersection)	A point 94m south of Sholto Drive	Anytime
King Street	North	A point 32 m west of Richmond Street	A point 38 m west of Richmond Street	Anytime
King Street	North	A point 52 m west of Richmond Street	A point 38 m west of Richmond Street	Anytime
King Street	South	A point 42 m east of Clarence Street	A point 67 m east of Clarence Street	Anytime
Marconi Boulevard	North	Exmouth Drive	A point 52 m west of Exmouth Drive	Anytime
Paulpeel Avenue	West	Lismer Lane	Paulpeel Avenue	Anytime
Upper Avenue	South & East	Foster Avenue	A point 94 m west of Foster Avenue	Anytime

### 3. Bus/Paratransit Stops

Schedule 5 (Bus/Paratransit Stops) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-Side	3-From	4-To
King Street	South	Clarence Street	A point 48m east of Wellington Street
King Street	South	A point 76 m west of Richmond Street	Richmond Street
King Street	South	A point 53m west of Talbot Street	Talbot Street

Schedule 5 (Bus/Paratransit Stops) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2-Side	3-From	4-To
King Street	South	From a point 27 m east of Ridout Street N to a point 47 m east of Ridout Street N	Anytime
King Street	South	A point 33 m west of Talbot Street	A point 13 m west of Talbot Street
King Street	South	A point 45 m west of Wellington Street	A point 15m west of Wellington Street

#### 4. Loading Zones

Schedule 7 (Loading Zones) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-Side	3-Area	5-Time
King Street	North	A point 62 m east of Talbot Street to a point 37 m west of Covent Market Place	8:00 a.m. to 6:00 p.m.
King Street	South	From a point 34 m east of Ridout Street N to a point 54 m east of Ridout Street N	

Schedule 7 (Loading Zones) of the PS-114 By-law is hereby amended by **adding** the following row:

1-Street	2-Side	3-Area	5-Time
Dundas Street	North	From a point 71 m east of Adelaide Street N to a point 88 m east of Adelaide Street N	8:00 a.m. to 6:00 p.m.
King Street	North	A point 71 m east of Talbot Street to a point 100 m east of Talbot Street	8:00 a.m. to 6:00 p.m.
King Street	North	A point 62 m east of Richmond Street to a point 71 m east of Richmond Street	Anytime
King Street	South	From a point 27 m east of Ridout Street N to a point 47 m east of Ridout Street N	Anytime

#### 5. Prohibited Turns

Schedule 11 (Prohibited Turns) of the PS-114 By-law is hereby amended by **deleting** the following row:

1-Intersection	2-Direction	3-Prohibited Turn
Ridout Street N with King Street	Northbound	Right (on red traffic signal light)

Schedule 11 (Prohibited Turns) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Intersection	2-Direction	3-Prohibited Turn
Colborne Street with Queens Avenue	Northbound	Right
Colborne Street with Queens Avenue	Southbound	Left
Commissioners Road E with Charlie Hajar Way	Eastbound & Westbound	"U" Turn
King Street with Richmond Street	Eastbound Right-Turning	Right (6:00 a.m. to 1:00 a.m.)
King Street with Ridout Street N	Eastbound Right-Turning	Right (on red traffic signal light)
King Street with Talbot Street	Eastbound Right-Turning	Right (6:00 a.m. to 1:00 a.m.)
King Street with Wellington Street	Eastbound Right-Turning	Right (6:00 a.m. to 1:00 a.m.) Buses Excepted
Maitland Street with Dundas Street	Northbound Right-Turning	Right (on red traffic signal light)
Ridout Street N with King Street	Northbound	Right (on red traffic signal light)
Talbot Street with King Street	Northbound	Right

1-Intersection	2-Direction	3-Prohibited Turn
William Street with Dundas Street	Northbound Right-Turning	Right (on red traffic signal light)

## 6. Reserved Lanes

Schedule 13 (Reserved Lanes) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Highways	2-Between	3-Lane	4-Time/Day	5-Direction	6-Class/Type of Vehicle
King Street	Thames Street & Ridout Street N	1 <sup>st</sup> lane from North	Anytime	Westbound	Bicycle
King Street	Thames Street & Rectory Street	1 <sup>st</sup> lane from South	Anytime	Eastbound	Bicycle

Schedule 13 (Reserved Lanes) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Highways	2-Between	3-Lane	4-Time/Day	5-Direction	6-Class/Type of Vehicle
King Street	Ridout Street N & Wellington Street	1 <sup>st</sup> lane from South	Anytime	Eastbound	Transit

## 7. Stop Signs

Schedule 14 (Stop Signs) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Traffic	2-Street	3-Intersection
Northbound	Baxter Street	Purcell Drive
Northbound	Bourdeau Road	Frederick Crescent
Northbound	Castle Rock Place	Singleton Avenue
Eastbound & Southbound	Cresthaven Crescent	Longworth Road
Westbound	Crestview Crescent (north & south intersections)	Longworth Road
Southbound	Crestwood Drive	Longworth Road
Eastbound	Edgar Drive (North & South intersections)	Coombs Avenue
Westbound	Hamley Road	Meg Drive
Northbound	Hungerford Street	Purcell Drive
Eastbound	Hungerford Street	Wildgoose Road
Eastbound	Irish Lane	Meg Drive
Westbound & Eastbound	Neville Drive	Coombs Avenue
Northbound & Southbound	Paulpeel Avenue	Legendary Drive
Eastbound	Pawnee Crescent (south intersections)	Pawnee Road
Northbound	Pawnee Road	Chippewa Drive
Eastbound	Pebblecreek Walk	Torrey Pines Way
Southbound	Robbie's Way	Creekview Chase
Northbound	Sawgrass Link	Torrey Pines Way
Westmount	Shamrock Road	Meg Drive
Westbound	Talisman Crescent (north & south intersections)	Longworth Road

1- Traffic	2-Street	3-Intersection
Westbound	Tamblyn Drive	Coombs Avenue
Southbound	Thistleridge Crescent (north & south intersections)	Longworth Road
Eastbound	Trellis Crescent	Rosecliffe Terrace
Eastbound & Westbound	Waterwheel Road	Gough Avenue
Westbound	Waterwheel Road	Rollingacres Drive
Northbound	Wildgoose Road	Purcell Drive

## 8. Yield Signs

Schedule 15 (Yield Signs) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Traffic	2-Street	3-Yield To
Northbound	Baxter Street	Purcell Drive
Northbound	Bourdeau Road	Frederick Crescent
Northbound	Castle Rock Place	Singleton Avenue
Eastbound & Southbound	Cresthaven Crescent	Longworth Road
Westbound	Crestview Crescent (north & south intersections)	Longworth Road
Eastbound	Edgar Drive (north & south intersections)	Coombs Avenue
Southbound	Friars Way	Annadale Drive
Westbound	Hamley Road	Meg Drive
Northbound	Hungerford Street	Purcell Drive
Eastbound	Hungerford Street	Wildgoose Road
Eastbound	Irish Lane	Meg Drive
Southbound & Eastbound	Jinnies Street (west & east intersections)	Singleton Avenue
Southbound & Eastbound	Jinnies Way	Morgan Avenue
Westbound	Jinnies Way	Morgan Avenue
Westbound & Eastbound	Neville Drive	Coombs Avenue
Northbound & Southbound	Paulpeel Avenue	Legendary Drive
Eastbound	Pawnee Crescent (south intersections)	Pawnee Road
Northbound	Pawnee Road	Chippewa Drive
Eastbound	Pebblecreek Walk	Torreys Pine Way
Northbound	Pincombe Drive	Singleton Avenue
Southbound	Revelstoke Gate	Singleton Avenue
Southbound	Sawgrass Link	Pebblecreek Walk
Westmount	Shamrock Road	Meg Drive
Westbound	Talisman Crescent (north & south intersections)	Longworth Road
Westbound	Tamblyn Drive	Coombs Avenue
Westbound	Trellis Crescent	Rosecliffe Drive
Eastbound & Westbound	Waterwheel Road	Gough Avenue
Westbound	Waterwheel Road	Rollingacres Drive
Northbound	Wildgoose Road	Purcell Drive



Schedule 15 (Yield Signs) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Traffic	2-Street	3-Yield To
Southbound	Morgan Avenue	Morgan Crescent
Northbound	Morgan Avenue	Singleton Avenue (north intersection)
Northbound	Morgan Avenue	Singleton Avenue (south intersection)
Eastbound	Morgan Crescent	Morgan Avenue
Eastbound & Westbound	Singleton Avenue (north intersection)	Morgan Avenue
Westbound	Singleton Avenue (south intersection)	Morgan Avenue

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

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
 Second Reading – March 7, 2023  
 Third Reading – March 7, 2023

Bill No. 87  
2023

By-law No. PS-114-23\_\_\_\_\_

A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London."

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

**1. PS-114 Traffic and Parking Bylaw**

Part 1 of the PS-114 By-law is hereby amended by **deleting** the following:

**PART 1 - TRAFFIC**

**Designated Lane Movements (Schedule 12)**

- (2) Subsection (1) does not apply to buses operated by the London Transit Commission when official "Buses Excepted" are erected and on display.

Part 1 of the PS-114 By-law is hereby amended by **adding** the following:

**PART 1 - TRAFFIC**

**Designated Lane Movements (Schedule 12)**

- (2) Subsection (1) does not apply to buses operated by the London Transit Commission when official "Buses Excepted" and "Bicycles Excepted" tabs are erected and on display.

Part 4 of the PS-114 By-law is hereby amended by **deleting** the following:

**PART 4 - FIRE ROUTES**

**Official Signs (Schedule 2)**

- 68 (1) In this part, "official sign" means a fire route sign in the form set out in Schedule 2 to this by-law.
- (2) Fire route signs bearing the words "By-law P.S. 69-216" or "By-law P.S. 87-418" or "By-law P.S. 99-285" or "By-law P.S. 101-73" or "By-law P.S.-107", or signs in accordance with Schedule 36 to this By-law, shall be deemed to be official signs pursuant to this By-law, so long as they were in place on the date of the passage of this By-law.
- (3) Similarly, all fire route signs legally in place on the 31st of December 1992 in areas annexed to the Corporation as of January 1, 1993 and formerly located in and forming part of the Town of Westminster, the Township of London, the Township of Delaware, the Township of North Dorchester or the Township of West Nissouri, shall be deemed to be official signs pursuant to this by-law.
- (4) All signs used to replace fire route signs described in subsection (2) and (3) of this section, shall be in the form as set out in Schedule 2 to this by-law.

Part 4 of the PS-114 By-law is hereby amended by **adding** the following:

**PART 4 - FIRE ROUTES**

**Official Signs (Schedule 2)**

- 68. (1) In this part, "official sign" means a fire route sign in the form set out in Schedule 2 to this by-law.
- (2) Fire route signs bearing the words "By-law P.S.-69-216" or "By-law P.S.-87-418" or "By-law P.S.-99-285" or "By-law P.S.-101-73" or "By-law PS-107", or signs in accordance with Schedule 2 to this By-law, shall be deemed to be official signs pursuant to this By-law, so long as they were in place on the date of the passage of this By-law.
- (3) Similarly, all fire route signs legally in place on the 31st of December 1992 in areas annexed to the Corporation as of January 1, 1993 and formerly located in and forming part of the Town of Westminster, the Township of London, the Township of Delaware, the Township of North Dorchester or the Township of West Nissouri, shall be deemed to be official signs pursuant to this by-law.
- (4) All signs used to replace fire route signs described in subsection (2) and (3) of this section, shall be in the form as set out in Schedule 2 to this by-law.

**2. No Stopping**

Schedule 3 (No Stopping) of the PS-114 By-law is hereby amended by **deleting** the following row:

1-Street	2-Side	3-From	4-To	5-Period
Waterloo Street	East	Oxford Street E	Pall Mall Street	4:00 pm to 6:00 pm Monday to Friday

Schedule 3 (No Stopping) of the PS-114 By-law is hereby amended by **adding** the following row:

1-Street	2-Side	3-From	4-To	5-Period
Waterloo Street	East	Oxford Street E	Piccadilly Street	4:00 pm to 6:00 pm Monday to Friday

**3. No Parking**

Schedule 4 (No Parking) of the PS-114 By-law is hereby amended by **deleting** the following row:

1-Street	2-Side	3-From	4-To	5-Period
Waterloo Street	East	St. James Street	A point 25 m south of Dufferin Avenue	Anytime

Schedule 4 (No Parking) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2-Side	3-From	4-To	5-Period
Gordon Avenue	Both	A point 104 m south of Commissioners Road W	Commissioners Road W	Anytime
Riverbend Road	Both	A point 173 m south of Oxford Street W	Oxfords Street W	Anytime
Waterloo Street	East	A point 38 m south of Princess Avenue	A point 30 m north of Princess Avenue	Anytime
Waterloo Street	East	St. James Street	Piccadilly Street	Anytime

#### 4. Limited Parking

Schedule 8 (Limited Parking) of the PS-114 By-law is hereby amended by **adding** the following row:

1-Street	2-Side	3-Area	4-Time	5-Period
Waterloo Street	East	Dufferin Avenue to Piccadilly Street	8:00 a.m. to 6:00 p.m.	2 Hours Monday to Friday

#### 5. Prohibited Turns

Schedule 11 (Prohibited Turns) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Intersection	2-Direction	3-Prohibited Turn
Dundas Street with Clarence Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Clarence Street	Eastbound & Westbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Richmond Street	Eastbound & Westbound	Left
Dundas Street with Richmond Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Ridout Street N	Eastbound Right-Turning	Right (on red traffic signal light )

Schedule 11 (Prohibited Turns) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Intersection	2-Direction	3-Prohibited Turn
Dundas Street with Clarence Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Excepted
Dundas Street with Clarence Street	Eastbound & Westbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Excepted
Dundas Street with Richmond Street	Eastbound & Westbound	Left Bicycles Excepted
Dundas Street with Richmond Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Excepted
Dundas Street with Ridout Street N	Eastbound Right-Turning	Right (on red traffic signal light ) Bicycles Excepted

## 6. Designated Lane Movements

Schedule 22 (Designated Lane Movements) of the PS-114 by-law is hereby amended by deleting it in its entirety and replacing it with the following:

1-Highway	2-Between	3-Lane	4-Time/Date	5-Direction
Adelaide Street N	A point 44 m north of Commissioners Road E and Commissioners Road E	2 <sup>nd</sup> & 3 <sup>rd</sup> lane from west	Anytime	Southbound
Commissioners Road E	Wellington Road and a point 70 m east of Wellington Road	4 <sup>th</sup> & 5 <sup>th</sup> lanes from north	Anytime	Westbound
Dundas Street	A point 43 m west of Adelaide Street N and Adelaide St N	1 <sup>st</sup> lane from south	Anytime	Eastbound
Dundas Street	A point 93 m west of Ridout Street N and Ridout Street N	1 <sup>st</sup> lane from south	Anytime	Westbound (Except buses)
Dundas Street	A point 93 m west of Ridout Street N and Ridout Street N	2 <sup>nd</sup> lane from south	Anytime	Eastbound
Dundas Street	Wellington Street and 260 m west of Wellington Street	1 <sup>st</sup> lane from north	Anytime	Eastbound
Dundas Street	Wellington Street and 260 m west of Wellington Street	2 <sup>nd</sup> lane from north	Anytime	Westbound
Grand Avenue	A point 30 m west of Wellington Road and Wellington Road	1 <sup>st</sup> & 2 <sup>nd</sup> lanes from south	Anytime	Northbound
Grey Street	A point 46 m east of Wellington Street and Wellington Street	1 <sup>st</sup> & 2 <sup>nd</sup> lanes from south	Anytime	Eastbound
Southbound ramp from Highbury Avenue S to Commissioners Road E	A point 123 m south of Commissioners Rd E and Commissioners Road E	1 <sup>st</sup> lane from east	Anytime	Eastbound
Eastbound ramp from Highway 401 to Highbury Avenue S	A point 30 m west of Highbury Avenue S and Highbury Avenue S	1 <sup>st</sup> & 2 <sup>nd</sup> lanes from north	Anytime	Southbound
King Street	A point 68 m west of Talbot Street and Talbot Street	1 <sup>st</sup> lane from north	Anytime	Westbound
King Street	A point 35 m west of Richmond Street and Richmond Street	1 <sup>st</sup> lane from north	Anytime	Eastbound
King Street	A point 90 m west of Clarence Street and Clarence Street	1 <sup>st</sup> lane from south	Anytime	Eastbound

1-Highway	2-Between	3-Lane	4-Time/Date	5-Direction
Oxford Street W	Wonderland Road N and a point 235 m east of Wonderland Road N	1 <sup>st</sup> lane from north	Anytime	Westbound (Except buses)
Platt's Lane	A point 30 m south of Western Road and Western Road	1 <sup>st</sup> & 2 <sup>nd</sup> lanes from east	Anytime	Northbound
Queens Avenue	A point 40 m east of Richmond Street and Richmond Street	1 <sup>st</sup> lane from north	Anytime	Westbound (Except buses)
Queens Avenue	A point 35 m east of Talbot Street and Talbot Street	1 <sup>st</sup> lane from north	Anytime	Westbound (Except buses)
Queens Avenue	Ridout Street N and a point 23 m east of Ridout Street	1 <sup>st</sup> lane from south	Anytime	Westbound
Regent Street	A point 10 m west of Adelaide Street N and Adelaide Street N	1 <sup>st</sup> lane from south	Anytime	Eastbound
Ridout Street N	A point 52 m north of King Street and King Street	1 <sup>st</sup> & 2 <sup>nd</sup> lanes from east	Anytime	Southbound
Western Road	A point 35 m west of Richmond Street and Richmond Street	1 <sup>st</sup> & 2 <sup>nd</sup> lanes from south	Anytime	Eastbound
Wharncliffe Road S	A point 65 m south of Horton Street E and Horton Street	1 <sup>st</sup> lane from east	Anytime	Northbound
Wellington Street	Wolfe Street and Central Avenue	2 <sup>nd</sup> lane from east	Anytime	Northbound

## 7. Rate of Speed

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **deleting** the following row:

1-Street	2- From	3-To	4-Maximum Rate of Speed
Highbury Avenue N	A point 150 m north of Jensen Road	A point 350 m south of Sunningdale Road E	60 km/h

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **adding** the following row:

1-Street	2- From	3-To	4-Maximum Rate of Speed
Highbury Avenue N	A point 250 m north of Dundas Street	A point 350 m south of Sunningdale Road E	60 km/h

## 8. Speed Limits

Schedule 25 (Area Speed Limits) of the By-law PS-114 is hereby amended by **adding** the following rows:

1-Area Limit	2-Maximum Rate of Speed
Canadian National Railway - Hyde Park Road - Sarnia Road - Wonderland Road N - Oxford Street W	40 km/h
Clark Road – Canadian Pacific Railway – Industrial Road – Dundas Street	40 km/h
Highbury Avenue N – Kilally Road – Clarke Road – Huron Street	40 km/h
Highbury Avenue N – Fanshawe Park Road E – Clarke Road – Kilally Road	40 km/h
Highbury Avenue N – Sunningdale Road E – Clarke Road – Fanshawe Park Road E	40 km/h
Highbury Avenue N – City Limit – Clarke Road – Sunningdale Road E	40 km/h
Hyde Park Road - Gainsborough Road - Wonderland Road N - Sarnia Road	40 km/h
Hyde Park Road, Oxford Street W - Wonderland Road N - Riverside Drive	40 km/h

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

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 88  
2023

By-law No. PS-114-23\_\_\_\_\_

A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London”.

WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8 (“*Highway Traffic Act*”) provides in Part XVI s. 228 that the Lieutenant Governor in Council may by regulation authorize or establish a project for research into or testing or evaluation of any matter governed by the *Highway Traffic Act* or relevant to highway traffic;

AND WHEREAS the *Highway Traffic Act* establishes in section 228(8) that every person who contravenes a regulation made under that section is guilty of an offence and on conviction is liable to a fine of not less than \$250 and not more than \$2,500;

AND WHEREAS Ontario Regulation 389/19 entitled “Pilot Project – Electric Kick-Scooters” established a pilot project to evaluate the use and operation of electric kick-scooters, and is to be revoked on November 27, 2024;

AND WHEREAS Ontario Regulation 141/21 entitled “Pilot Project – Cargo Power-Assisted Bicycles” established a pilot project to evaluate the use and operation of cargo power-assisted bicycles, and is to be revoked on March 1, 2026;

AND WHEREAS these Pilot Projects prohibit the use of Electric Kick-Scooters and Cargo Power-Assisted Bicycles on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground under municipal jurisdiction unless such operation is permitted by the Regulation, and where such operation is permitted by a municipal by-law;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act, 2001*”) 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 the *Municipal Act, 2001* 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: in paragraph 4, Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; in paragraph 5, Economic, social and environmental well-being of the municipality, including respecting climate change; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; and in paragraph 10, Structures, including fences and signs;

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

1. Section 1 of by-law PS-114 is amended by adding the following new definition of “Cargo Power-assisted Bicycle” after the definition of “bicycle”:

- “Cargo Power-assisted Bicycle”** means a pedal-driven bicycle of conventional exposed fork-and-frame bicycle design and appearance that,
- (a) has two or three wheels;
  - (b) is fitted at all times with pedals that are always operable to propel the bicycle;



- (c) has a platform, basket or container for carrying cargo, parcels or goods,
- (d) has steering handlebars;
- (d.1) has a weight of more than 55 kilograms;
- (e) has a width not exceeding 1.3 metres;
- (f) has a length not exceeding 4 metres;
- (g) has a height not exceeding 2.2 metres;
- (h) has wheels that have a width of not less than 35 millimetres and a diameter of not less than 350 millimetres;
- (i) does not have any structure that fully encloses the occupant area; and
- (j) has an electric motor with a continuous rated output power not exceeding 1000 watts that is incapable of providing propulsion assistance when the bicycle attains a speed of 32 kilometres per hour or more.

2. Section 1 of by-law PS-114 is amended by adding the following new definition of “Electric Kick-Scooter” after the definition of “driveway access”:

**“Electric Kick-Scooter”** means a vehicle that has,

- (a) two wheels placed along the same longitudinal axis, one placed at the front of the kick scooter and one at the rear;
- (b) a platform for standing between the two wheels;
- (c) a steering handlebar that acts directly on the steerable wheel; and
- (d) an electric motor not exceeding 500 watts that provides a maximum speed of 24 kilometres per hour.

3. The definition of “motor vehicle” in Section 1 of by-law PS-114 is deleted and replaced with the following new definition:

**“motor vehicle”** includes an automobile, motorcycle, motor assisted bicycle unless otherwise indicated in this by-law, and any other vehicle propelled or driven otherwise than by muscular power, but does not include a Cargo Power-Assisted Bicycle or an Electric Kick-Scooter, a streetcar, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of the Highway Traffic Act;

4. Subsection 23(2) of by-law PS-114 is amended by deleting the period at the end of subsection (k) and replacing it with the phrase “; and”, and adding a new subsection (l) after subsection (k) as follows:

(l) the operation of a vehicle as part of a Pilot Project established by the Province of Ontario if the operation of that vehicle is permitted in a Reserved Lane by City of London By-law passed in connection with the Pilot Project;

5. Section 35 of by-law PS-114 is amended by adding the phrase “an Electric Kick-Scooter, a Cargo Power-assisted Bicycle” after the phrase “a motor assisted wheelchair”.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 89  
2023

By-law No. S-1-23\_\_\_\_\_

A by-law to amend By-law No. S-1, entitled “A by-law to provide for the Regulation of Streets”.

WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8 (“*Highway Traffic Act*”) provides in Part XVI s. 228 that the Lieutenant Governor in Council may by regulation authorize or establish a project for research into or testing or evaluation of any matter governed by the *Highway Traffic Act* or relevant to highway traffic;

AND WHEREAS the *Highway Traffic Act* establishes in section 228(8) that every person who contravenes a regulation made under that section is guilty of an offence and on conviction is liable to a fine of not less than \$250 and not more than \$2,500;

AND WHEREAS Ontario Regulation 389/19 entitled “Pilot Project – Electric Kick-Scooters” established a pilot project to evaluate the use and operation of electric kick-scooters, and is to be revoked on November 27, 2024;

AND WHEREAS Ontario Regulation 141/21 entitled “Pilot Project – Cargo Power-Assisted Bicycles” established a pilot project to evaluate the use and operation of cargo power-assisted bicycles, and is to be revoked on March 1, 2026;

AND WHEREAS these Pilot Projects prohibit the use of Electric Kick-Scooters and Cargo Power-Assisted Bicycles on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground under municipal jurisdiction unless such operation is permitted by the Regulation, and where such operation is permitted by a municipal by-law;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act, 2001*”) 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 the *Municipal Act, 2001* 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: in paragraph 4, Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; in paragraph 5, Economic, social and environmental well-being of the municipality, including respecting climate change; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; and in paragraph 10, Structures, including fences and signs;

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

1. Section 1.1 of by-law S-1 is amended by adding the following new definition of “Cargo Power-assisted Bicycle” after the definition of “Bicycle path”:

**Cargo Power-assisted Bicycle - defined**

“Cargo Power-assisted Bicycle” means a pedal-driven bicycle of conventional exposed fork-and-frame bicycle design and appearance that,

- (a) has two or three wheels;
- (b) is fitted at all times with pedals that are always operable to propel the bicycle;
- (c) has a platform, basket or container for carrying cargo, parcels or goods,
- (d) has steering handlebars;
- (d.1) has a weight of more than 55 kilograms;
- (e) has a width not exceeding 1.3 metres;
- (f) has a length not exceeding 4 metres;
- (g) has a height not exceeding 2.2 metres;
- (h) has wheels that have a width of not less than 35 millimetres and a diameter of not less than 350 millimetres;
- (i) does not have any structure that fully encloses the occupant area; and
- (j) has an electric motor with a continuous rated output power not exceeding 1000 watts that is incapable of providing propulsion assistance when the bicycle attains a speed of 32 kilometres per hour or more.

2. Section 1.1 of by-law S-1 is amended by adding the following new definition of “Electric Kick-Scooter” after the definition of “City Engineer”:

**Electric Kick-Scooter - defined**

“Electric Kick-Scooter” means a vehicle that has,

- (a) two wheels placed along the same longitudinal axis, one placed at the front of the kick scooter and one at the rear;
- (b) a platform for standing between the two wheels;
- (c) a steering handlebar that acts directly on the steerable wheel; and
- (d) an electric motor not exceeding 500 watts that provides a maximum speed of 24 kilometres per hour.

3. Section 2.11 of by-law S-1 is amended by adding the following sentence after the final sentence:

“This section shall not apply to a person who operates an Electric Kick-Scooter or a Cargo Power-Assisted Bicycle along a bicycle path if such operation is specifically permitted by another by-law of the City of London.”

4. Section 2.12 of by-law S-1 is deleted and replaced with the following new section 2.12:

**“2.12 Motor vehicle - bicycle - on sidewalk - exceptions**

- (a) No person shall, without lawful authority, either by themselves or by permitting others, operate a motor vehicle (including an automobile, a motorcycle, motor assisted bicycle), a motorized snow vehicle, a traction engine, an Electric Kick-Scooter, a bicycle, or a power-assisted bicycle (including a Cargo Power-assisted Bicycle), along a sidewalk.
- (b) Subsection (a) shall not apply to a person who,
  - (i) operates an Electric Personal Assistive Mobility Device due to a disability, along a sidewalk;
  - (ii) operates the vehicle across that portion of a sidewalk which intersects with a lawful private entrance;
  - (iii) operates a bicycle, or Electric Kick-Scooter or Cargo Power-assisted Bicycle if such operation is specifically permitted by another by-law of the City of London, on that portion of a sidewalk which connects a bicycle path with a roadway;
  - (iv) being under the age of 14, operates a bicycle along a sidewalk.

5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023



Bill No. 90  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Victory Court.

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, named, and assumed as public highway to be known as Victory Court, namely:

“Part of south half on lot 4, Concession 3 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 8 on Reference Plan 33R-21486.”

2. This by-law comes into force on the day it is passed.

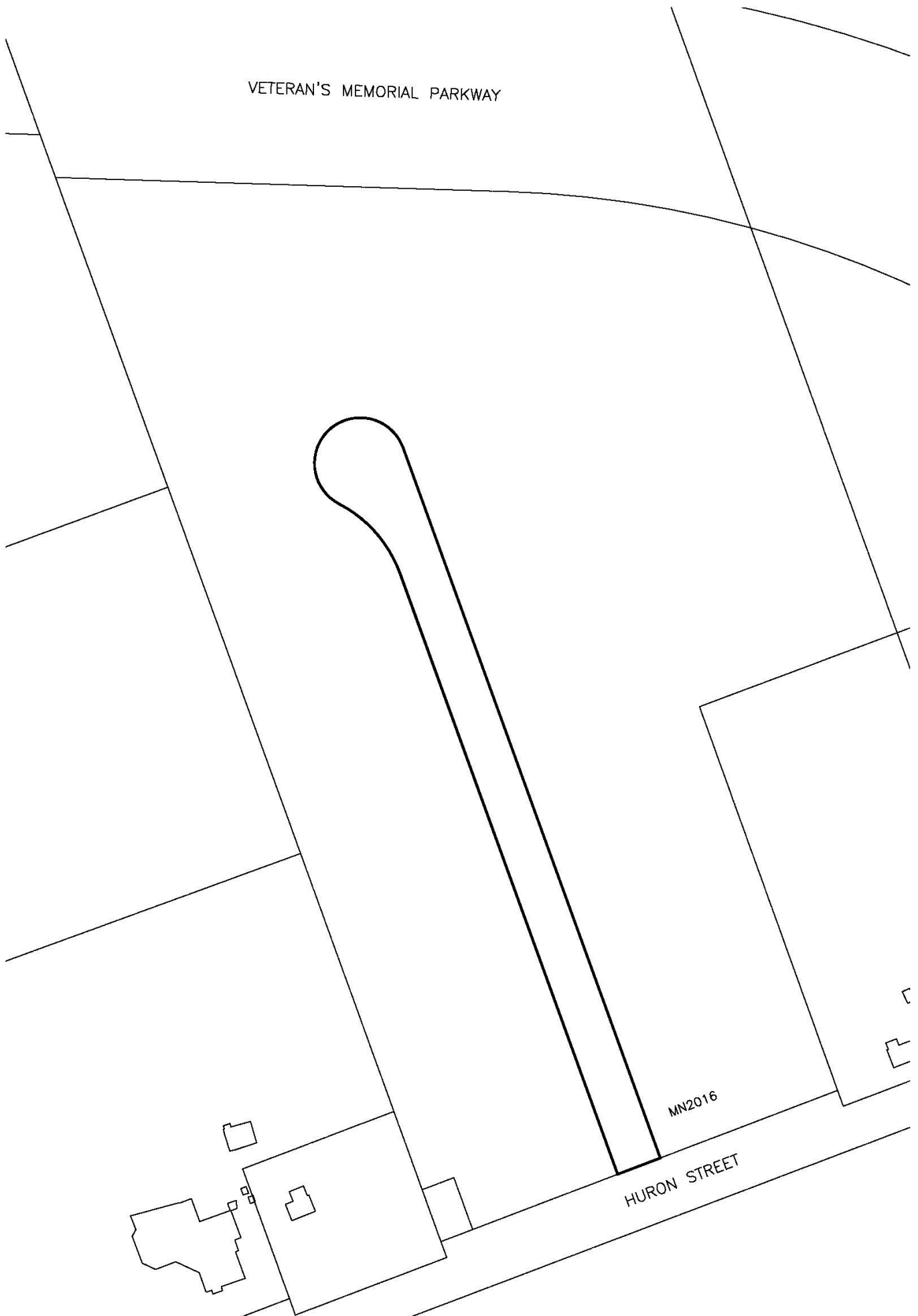
PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

# LOCATION MAP



**—————** SUBJECT LANDS

Bill No. 91  
2023

By-law No. S.-\_\_\_\_-\_\_

A by-law to assume certain works and services  
in the City of London. (Sunningdale West  
Subdivision – Phase 2; 33M-782)

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 Sunningdale West Subdivision – Phase 2; 33M-782;

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:

Sunningdale West Subdivision – Phase 2; 33M-782  
Sunningdale Golf & Country Club Ltd.

Warner Terrace– All;  
Eagletrace Drive – All;  
Block 44– Walkway;  
Block 45 – Open Space

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 February 1, 2023 to February 1,  
2024.

3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

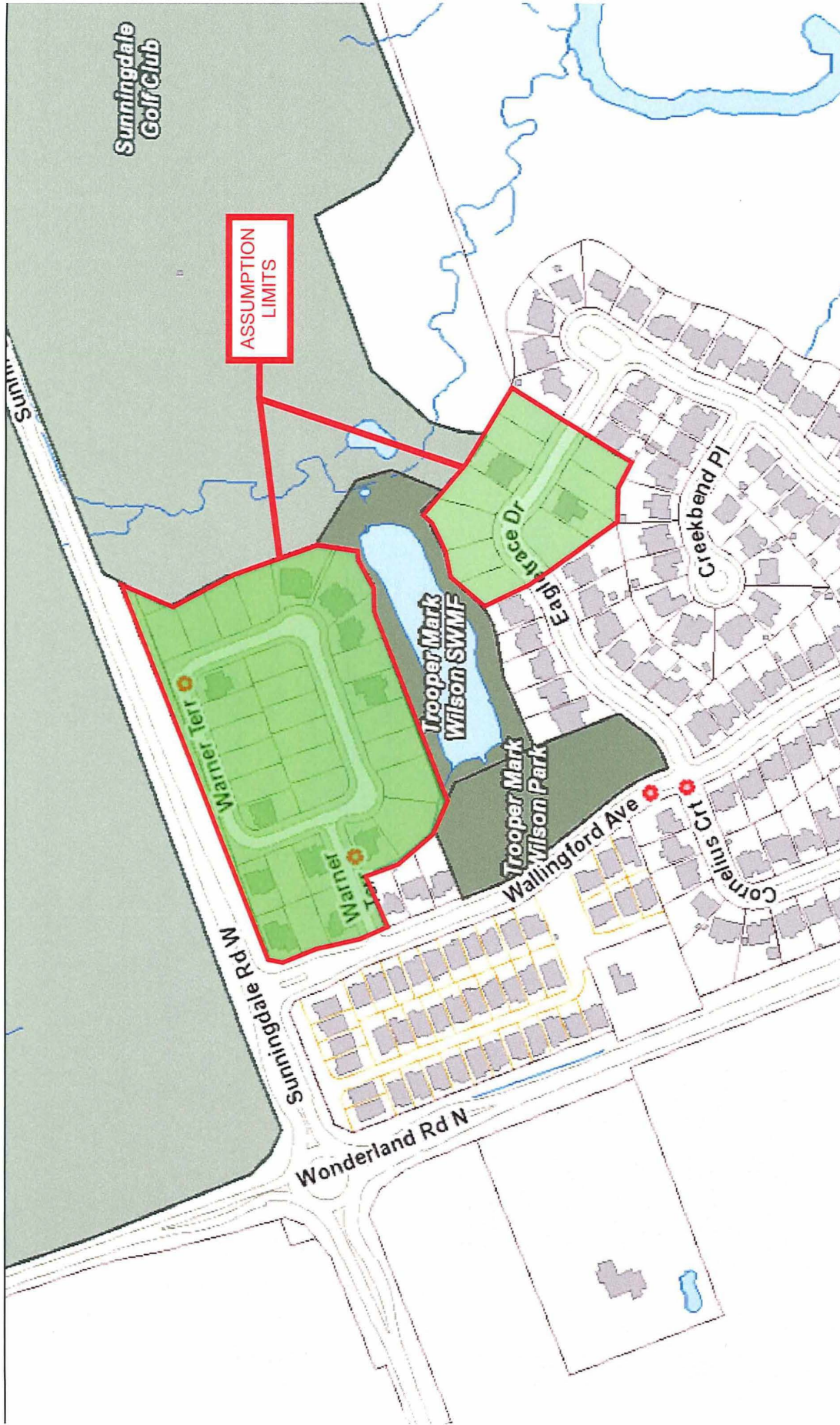
Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023



# 33M-782 - Assumption Limits



21/2022, 11:52:12 AM

1:3,660  
0 0.03 0.06 0.1 0.12 mi  
0 0.05 0.1 0.2 km

Bill No. 92  
2023

By-law No. W.- \_\_\_\_\_ - \_\_\_\_

A by-law to authorize Project RT1430-1B -  
Wellington Gateway – Land Rapid Transit.

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. "Project 1430-1B – Wellington Gateway – Land Rapid Transit" is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$1,000,000.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

Bill No. 93  
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 1930 & 1940 Oxford  
Street East

WHEREAS Oxford Seven Inc. has applied to rezone an area of land  
located at 1930 & 1940 Oxford Street East, as shown on the map attached to this by-  
law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to  
lands located at 1930 & 1940 Oxford Street East, as shown on the attached map  
comprising part of Key Map No. A104, from a Restrictive Service Commercial  
(RSC1, RSC4, RSC5) Zone TO a Restricted Service Commercial (RSC1, RSC2,  
RSC3, RSC4, RSC5) 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.

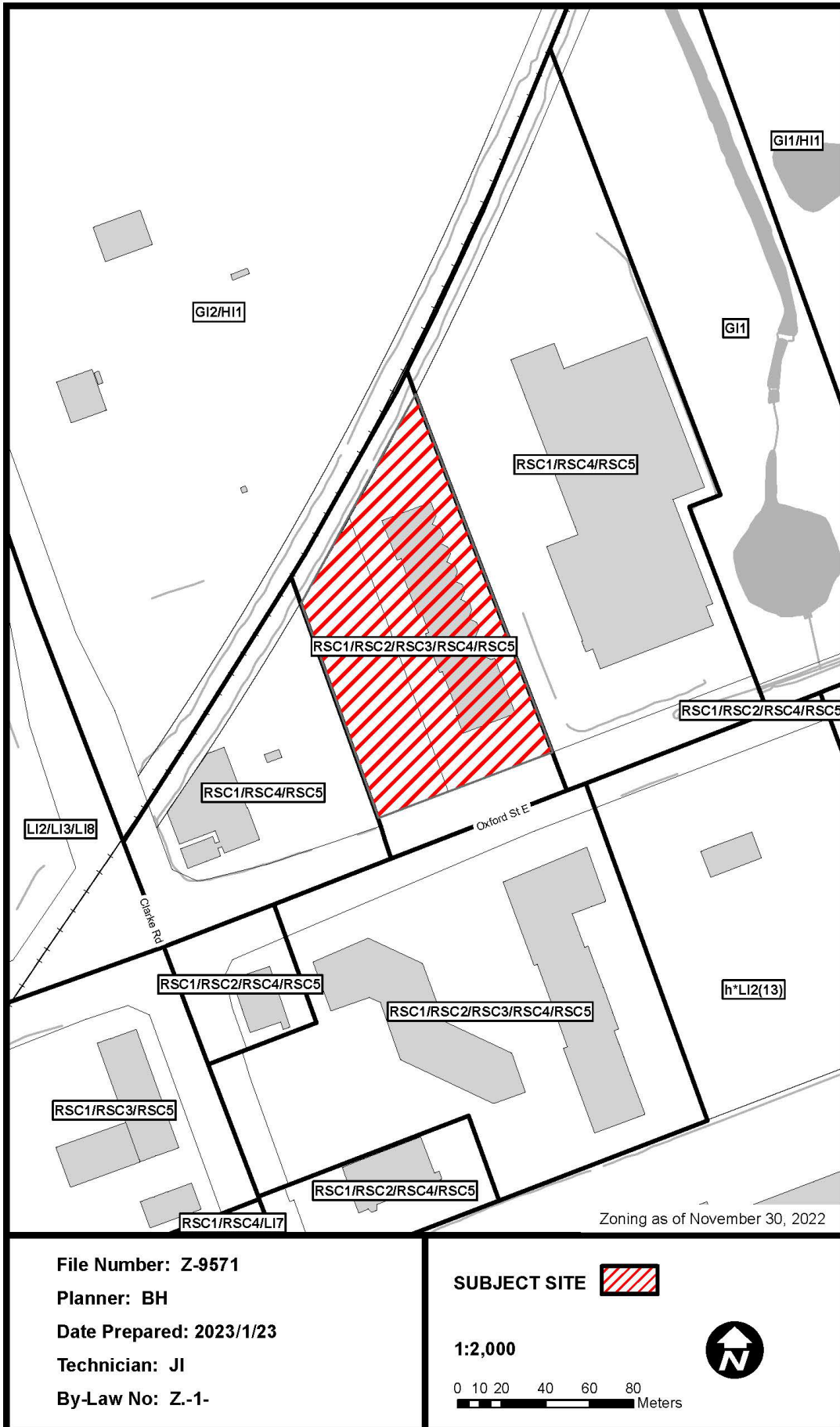
PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

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



Geodatabase