



Council Agenda Including Addeds

10th Meeting of City Council

May 16, 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, Métis and Inuit today.

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

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

Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

- 2.1 His Worship the Mayor will recognize the recipient of the 2023 Tim Hickman Health and Safety Scholarship: Melissa Norton

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

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

A matter pertaining to the proposed or pending lease of 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. (6.1/9/CSC)

- 4.2 Labour Relations/Employee Negotiations / Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

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. (6.2/9/CSC)

- 4.3 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals arising out of the Masonville Secondary Plan ("MSP") at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/8/PEC)

4.4 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal to the Ontario Land Tribunal ("OLT") arising out of a Committee of Adjustment decision as it relates to 1 Westcott Street, and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.2/8/PEC)

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

5.1 9th Meeting held on April 25, 2023 7

6. Communications and Petitions

6.1 Proclamation - Longest Day of SMILES 172

(Refer to the Corporate Services Committee Stage for Consideration with Item #4 (4.1) of the 9th Report of the Corporate Services Committee)

6.2 *(ADDED) Confirmation of Appointment to the Governance Working Group*

(Refer to the Corporate Services Committee Stage for Consideration with Item 6 (4.4) of the 15th Report of the Strategic Priorities and Policy Committee)

1. *(ADDED) Councillor J. Pribil* 173

7. Motions of Which Notice is Given

8. Reports

8.1 9th Report of the Corporate Services Committee 174

1. Disclosures of Pecuniary Interest
2. (2.1) Integrity Commissioner Appointment and Agreement (Relates to Bill No. 146)
3. (2.2) Procurement of Goods & Services Policy Revisions (Relates to Bill No. 145)
4. (4.2) Application - Issuance of Proclamation - Childhood Cancer Awareness Month
5. (4.3) Application - Issuance of Proclamation - World Refugee Day
6. (4.1) Application - Issuance of Proclamation - Longest Day of

SMILES

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	3. (2.2) Carling Heights Optimist Community Centre and McMahan Park Engagement Results	
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2. (2.1) 5th Report of the Community Advisory Committee on Planning
3. (2.2) 5th Report of the Ecological Community Advisory Committee
4. (2.3) Annual Report on Building Permit Fees
5. (3.1) 2060 Jetstream Road (Z-9592) (Relates to Bill No. 161)
6. (3.2) 595 Proudfoot Lane (Z-9591) (Relates to Bill No. 162)
7. (3.3) 3480 Morgan Avenue (Z-9531) (Relates to Bill No. 163)
8. (3.4) Delegation of Authority - Subdivisions and Condominiums, and Official Plan Amendment on Policies for Public Meetings (O-9606) (Relates to Bill No.'s 149 and 150)
9. (3.5) 614 Westmount Crescent (Z-9553)

9. Added Reports

9.1 8th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

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

13.1 Bill No. 144 By-law No. A.- _____ - _____ 200

A by-law to confirm the proceedings of the Council Meeting held on the 16th day of May, 2023. (City Clerk)

13.2 Bill No. 145 By-law No. A.-6151(____)-_____ 201

A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001”, by deleting and replacing Schedule “C” – “Procurement of Goods and Services Policy” to update the Policy to provide additional clarity and updates. (2.2/9/CSC)

13.3 Bill No. 146 By-law No. A.- _____ - _____ 264

A by-law to approve an Agreement to appoint Principles Integrity as the Integrity Commissioner for The Corporation of the City of London and to approve an Agreement for a Municipal Integrity Commissioner between The Corporation of the City of London and Principles Integrity and to repeal By-law No. A.-8117-168, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of

	London". (2.1/9/CSC)	
13.4	Bill No. 147 By-law No. A.- _____ - _____ A by-law to approve the Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF) between His Majesty the King in right of Canada as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities ("Canada") and the Corporation of the City of London ("Recipient") and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.4/8/CWC)	283
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13.6	Bill No. 149 By-law No. C.P.-1512()- _____ A by-law to amend The Official Plan for the City of London, 2016 relating to policies 1619 and 1683. (3.4a/8/PEC)	353
13.7	Bill No. 150 By-law No. CP-17-23 _____ A bylaw to amend By-law CP-17 to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act. (3.4b/8/PEC)	355
13.8	Bill No. 151 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 Purser Street; and to lay out constitute, establish and assume certain reserves in the City of London as public highway (as part of Purser Street; and as part of Agathos Street). (Chief Surveyor – for road dedication purposes pursuant to registration of 33M-757; registration of 33M-757 requires 0.3m reserves on abutting plan 33M-443 to be dedicated for unobstructed legal access throughout the subdivision)	358
13.9	Bill No. 152 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway to be known as Scanlan Street; and to lay out, constitute, establish and assume lands in the City of London as public highway (as widening to Gore Road, east of River Road) (Chief Surveyor – for road dedication purposes pursuant to SPA21-107)	360
13.10	Bill No. 153 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to White Oak Road, north of Bateman Trail (south leg)) (Chief Surveyor – for road dedication purposes pursuant to SPA22-005)	362
13.11	Bill No. 154 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to White Oak Road, south of Southdale Road East) (Chief Surveyor – for road dedication purposes	364

	pursuant to SPA22-001)	
13.12	Bill No. 155 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron Street, east of Clarke Road; and as widening to Clarke Road, south of Huron Street) (Chief Surveyor – for road dedication purposes pursuant to B.030/22)	366
13.13	Bill No. 156 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Meadowlily Road South, north of Commissioners Road East) (Chief Surveyor – for road dedication purposes pursuant to SPA19-115)	368
13.14	Bill No. 157 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street West, west of Beaverbrook Avenue) (Chief Surveyor – for road dedication purposes pursuant to SPA22-039)	370
13.15	Bill No. 158 By-law No. W.- _____ - _____ A by-law to repeal by-law No. W.-5688-46 entitled, “A by-law to authorize the East London Link – Construction Rapid Transit (Project No. RT1430-3A)” (City Clerk)	372
13.16	Bill No. 159 By-law No. W.- _____ - _____ A by-law to amend by-law No. W.-5581-134, as amended, entitled “A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements (Project No. TS1134).” (2.5/6/CWC)	373
13.17	Bill No. 160 By-law No. W.- _____ - _____ A by-law to amend by-law No. W.-5671-65 entitled, “A by-law to authorize the Oxford Street West and Gideon Drive Intersection Improvements (Roundabout) (Project No. TS1332).” (2.9/6/CWC)	374
13.18	Bill No. 161 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land consisting of the property municipally known as 2060 Jetstream Road. (3.1/8/PEC)	375
13.19	Bill No. 162 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 595 Proudfoot Lane. (3.2/8/PEC)	377
13.20	Bill No. 163 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone lands located at 3480 Morgan Avenue. (3.3b/8/PEC)	379

14. Adjournment



Council Minutes

9th Meeting of City Council
April 25, 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. Pelozza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, A. Hovius, A. Job, S. Mathers, C. McCreery, H. McNeely, K. Scherr, M. Schulthess, C. Smith, B. Westlake-Power

Remote Attendance: B. Card, I. Collins, J. Mc Millan, S. Mollon, K. Murray, T. Pollitt, B. Warner

The meeting is called to order at 1:00 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance; it being further noted that Councillor E. Pelozza was in remote attendance after 4:41 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: A. Hopkins
Seconded by: E. Pelozza

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

4.1 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers or employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals arising out of the Masonville Secondary Plan ("SP") at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/7/PEC)

4.2 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers or employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals arising out of The London Plan at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.2/7/PEC)

4.3 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. (6.1/7/CSC)

4.4 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 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. (6.2/7/CSC)

4.5 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation with respect to the full expropriation of property located at 73 Wharncliffe Road South, including matters before administrative tribunals, affecting the municipality or local board, namely a claim filed with the Ontario Land Tribunal, file #OLT-22-002478; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 73 Wharncliffe Road South; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 73 Wharncliffe Road South. (6.3/7/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. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

The Council convenes, in closed session, at 1:09 PM and reconvenes at 1:23 PM.

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

Motion made by: C. Rahman

Seconded by: P. Cuddy

That the Minutes of the 8th Meeting held on April 4, 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. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

6.1 Expropriation of Lands - Wellington Gateway Project - Phase I (As the "Approving Authority")

Motion made by: S. Lewis

Seconded by: A. Hopkins

That Council convene as the Approving Authority pursuant to the provisions of the Expropriation Act, R.S.O. 1990, c.E.26, as amended, for the purpose of considering Communication No. 1 from the Managing Director, Environmental and Engineering Services and City Engineer, with respect to the expropriation of the lands as may be required for the Project known as the Wellington Gateway Project.

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

Motion Passed (15 to 0)

Motion made by: E. Pelozza

Seconded by: S. Lehman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the Wellington Gateway Project, the following actions be taken:

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

i) the subject lands are required by The Corporation of the City of London for the Wellington Gateway Project;

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

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

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

it being noted that no requests for Hearing of Necessity were received.

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: A. Hopkins

Seconded by: H. McAlister

That the meeting of the Approving Authority be adjourned and that the Municipal Council reconvene in regular session.

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

Motion Passed (15 to 0)

6.2 Expropriation of Lands - Wellington Gateway Project - Phase I (As the "Expropriating Authority")

Motion made by: P. Cuddy
Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the Wellington Gateway Project, the following actions be taken:

- c) the proposed bylaw ~~attached~~ as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, the Wellington Gateway Project: BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023;
- d) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and
- d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the Expropriations Act, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the expropriated Lands.

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

Motion Passed (15 to 0)

6.3 Comprehensive Review of the London Plan: Terms of Reference

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

That the communication from London Area Planning Consultants BE RECEIVED and BE REFERRED, as noted on the public Agenda.

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

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 7th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 7th Report of the Planning and Environment Committee BE APPROVED, excluding items 6 (3.1), 8 (3.3), 9 (3.4) and 10 (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) Building Division Monthly Report - February 2023

Motion made by: S. Lehman

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

Motion Passed

3. (2.2) Draft Plan of Subdivision - Three Year Extension - Stoney Creek South Subdivision - 1300 Fanshawe Park Road East (39T-04512)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 700531 Ontario Limited, relating to the property located at 1300 Fanshawe Park Road East, the Approval Authority BE ADVISED that the Municipal Council supports the request for a three (3) year extension of the draft plan of subdivision approval for the draft plan submitted by 700531 Ontario Limited, prepared by AGM Ltd., certified by Bruce S. Baker, Ontario Land Surveyor (Plan No. 9-L-4901, dated August 30, 2016), as redlined amended, which shows one (1) commercial block, two (2) high density residential blocks, one (1) medium density residential block, two (2) road widening blocks, and two (2) 0.3 m reserves, all served by one (1) new secondary collector road/neighbourhood connector (Blackwell Boulevard) SUBJECT TO the revised conditions appended to the staff report dated April 11, 2023 as Appendix "A". (2023-D12)

Motion Passed

4. (2.3) Amendments to Various Planning Related By-laws Pertaining to Delegation and Signing Authority (Relates to Bill No.'s 126, 127 and 130)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the administration title changes:

a) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to amend By-law No. CP-1502-129, as amended, being "A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties" by deleting all references to the title "Manager, Community Planning, Urban Design and Heritage" and replacing them with the title "Manager, Community Planning";

b) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to amend By-law No. C.P-1470-218, as amended, being "A by-law to delegate the authority to require an applicant to provide information and material in support of various Planning Act applications", to:

i) delete all references to the title "Manager, Long Range Planning, Research and Ecology" and replace them with the title "Manager, Long Range Planning"; and,

ii) delete all references to the title "Manager, Community Planning, Urban Design and Heritage" and replace them with the title "Manager, Community Planning"; and,

c) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to amend By-law No. CP-23, as amended, being "A by-law to provide for the Committee of Adjustment and Consent Authority", by deleting all references to the title "Manager, Current Planning" and replacing them with the title "Manager, Current Development". (2023-D09)

Motion Passed

5. (2.4) 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street (Z-9576) (Relates to Bill No. 134)

Motion made by: S. Lehman

That, notwithstanding the recommendation of the Director, Planning and Development and on the direction of Planning and Environment Committee, based on the application by East Village Holdings Limited, relating to the property located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street, the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property, the following actions be taken:

a) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023 to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Residential R8 (R8-4) Zone and a Business District Commercial Special Provision (BDC(2)) Zone TO a Residential R8/Temporary (R8-4/T-_) Zone and Business District Commercial Special Provision/Temporary (BDC(2)/T-_) Zone; and,

b) the Civic Administration BE DIRECTED to work with the applicant to select native plants, shrubs and trees for the landscaping, with a focus on four season screening plants; it being noted that planting decisions will reside with the City's Landscape

Architect to work with the Applicant at the time of the Site Plan review. (2023-D09)

Motion Passed

7. (3.2) Zoning By-law Amendment - 2016 Huron Street (Z-9575)
(Relates to Bill No. 136)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the application of The Corporation of the City of London relating to the property located at 2016 Huron Street, the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting April 25, 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 Light Industrial (LI1) Zone, a Light Industrial (LI2) Zone, a General Industrial (G1) Zone, and a Holding General Industrial (h*GI1) Zone, TO a Light Industrial (LI2) Zone, and Open Space (OS4 and OS5) Zones;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Light Industrial Place Type; and,
- the recommended amendment would consolidate the zoning, simplifying the future development of the site. (2023-D09)

Motion Passed

11. (3.6) Comprehensive Review of the London Plan: Terms of Reference (O-9595)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the London Plan Comprehensive Review:

- a) the Civic Administration BE DIRECTED to initiate the Comprehensive Review, based on the Terms of Reference appended to the staff report dated April 11, 2023 as Appendix 'A'; and,
- b) the Terms of Reference appended to the staff report dated April 11, 2023 as Appendix "A" BE CIRCULATED to the Ministry of Municipal Affairs and Housing, Prescribed Agencies, and to development and community stakeholders;

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

- M. Wallace, London Development Institute;
- J. Zaifman, London Homebuilders Association;
- R. Zelinka, London and Area Planning Consultants;

- C. Colvin, Ontario Federation of Agriculture (Lambton-Middlesex);

it being noted that the presentation, as appended to the Added Agenda, with respect to this matter, was received. (2023-D02)

Motion Passed

6. (3.1) Modifications to Public Site Plan Holding Provisions as a Result of Bill 23 (Z-9588) (Relates to Bill No. 135)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by The Corporation of the City of London, relating to the h-5 and h-217 Holding Zones, the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 11, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the h-5 and h-217 Holding Zone to exempt Public Site Plan Meetings for residential developments with 10 or fewer units in accordance with the provisions of Bill 23;

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

- M. Wallace, London Development Institute;

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 is consistent with the Planning Act, as amended through Bill 23 which exempts residential developments of 10 or fewer units; and,
- the recommended amendments support Council's goals in the 2019-2023 Strategic Plan, to improve the delivery of service through streamlined Council's decision-making process. (2023-D09)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That Item 6, clause 3.1, BE AMENDED to read as follows:

That, on the recommendation of the Director, Planning and Development, based on the application by The Corporation of the City of London, relating to the h-5 and h-217 Holding Zones, the proposed, attached, revised by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 11, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the h-5 and h-217 Holding Zone to exempt Public Site Plan Meetings for residential developments with 10 or fewer units in accordance with the provisions of Bill 23;

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

- M. Wallace, London Development Institute;

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 is consistent with the Planning Act, as amended through Bill 23 which exempts residential developments of 10 or fewer units; and,
- the recommended amendments support Council's goals in the 2019-2023 Strategic Plan, to improve the delivery of service through streamlined Council's decision-making process.

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 6 (clause 3.1), 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)

8. (3.3) Housekeeping Amendments to the London Plan (O-9555)
(Relates to Bill No. 128)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the proposed by-law, as appended to the staff report, dated April 11, 2023, BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to amend The London Plan, by correcting errors and omissions, update references to older terminologies, and incorporating Council's approved amendments to the 1989 Official Plan into The London Plan;

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

- M. Wallace, London Development Institute;

it being further noted that the Municipal Council approves this application based on the amendment improving clarity and consistency on the overall policies and maps in The London Plan. (2023-D02)

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

That Item 8, clause 3.3 BE AMENDED to read as follows:

That, on the recommendation of the Director, Planning and Development, the proposed, attached, revised by-law as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held

on April 25, 2023, to amend The London Plan, by correcting errors and omissions, update references to older terminologies, and incorporating Council's approved amendments to the 1989 Official Plan into The London Plan;

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

- M. Wallace, London Development Institute;

it being further noted that the Municipal Council approves this application based on the amendment improving clarity and consistency on the overall policies and maps in The London Plan.

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: S. Lewis

That item 8 (clause 3.3), 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)

9. (3.4) Official Plan and Zoning By-law Amendment - Street Width Policy Review (OZ-9584) (Relates to Bill No. 129 and 137)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to required Street Widths:

a) the by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, TO AMEND The London Plan, the Official Plan for the City of London, 2016 to clarify the planned street widths for the Main Street Classification, and modify the process for permitting alternative street widths; and,

b) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, TO AMEND Zoning By-law No. Z.-1, to remove Road Allowance Requirements from Section 4.21, and delete Sections 4.21.1 and 4.21.2;

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

- M. Wallace, London Development Institute;

it being noted that the Municipal Council approves this application based on the amendments preventing unnecessary Zoning-By-law

Amendments solely for a deviation from the required street width.
(2023-D02/T05)

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

That item 9, clause 3.4, BE AMENDED to read as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to required Street Widths:

a) the proposed, attached, revised by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, TO AMEND The London Plan, the Official Plan for the City of London, 2016 to clarify the planned street widths for the Main Street Classification, and modify the process for permitting alternative street widths; and,

b) the proposed by-law appended to the staff report dated April 11, 2023, as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, TO AMEND Zoning By-law No. Z.-1, to remove Road Allowance Requirements from Section 4.21, and delete Sections 4.21.1 and 4.21.2;

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

- M. Wallace, London Development Institute;

it being noted that the Municipal Council approves this application based on the amendments preventing unnecessary Zoning-By-law Amendments solely for a deviation from the required street width.

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: C. Rahman

That item 9 (clause 3.4), 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)

10. (3.5) Zoning By-law Amendment - 300-320 King Street (Z-9570)
(Relates to Bill No. 138)

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 Ltd., on behalf of Royal Host GP Inc. and Holloway Lodging, relating to the property located at 300-320 King Street:

a) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 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 holding Downtown Area (h-3*DA2*D350)) Zone TO a holding Downtown Area Special Provision (h-()*DA2(_)) Zone;

it being noted that the following site plan, urban design and heritage matters that were raised during the application review process for consideration by the Site Plan Approval Authority:

- i) to ensure sufficient amenity space has been provided, the amount of outdoor amenity space as presented on the architectural drawings should remain;
- ii) to ensure the development represents uniqueness and individual creativity to develop a landmark and contribution, the proposed development should generally reflect the middle portion of the tower as submitted on the architectural drawings with materials and an architectural expression;
- iii) to ensure the built form enhances the pedestrian environment, the ground floor and podium facades should provide depth and variation;
- iv) provide a variety of bird-friendly window glazing along the King Street ground floor façade, to create visual interest and sightlines for sense of safety; as well as protect birds from collision;
- v) design the space between the building and the street to have an urban character and an appropriate mix of hard- and softscape. Include street trees and design pedestrian routes to follow natural desire lines;
- x) to ensure impact from wind, consideration will be given to the common amenity terraces to include wind screens on Level 6 predicted to experience wind conditions suitable for sitting to the immediate north and south of the tower, Level 33 and 35 predicted to be suitable for sitting;
- xi) to mitigate the risk for indirect impacts on the built heritage resource – The Delta Armouries Hotel, a strategy to carry out a pre-condition survey, vibration monitoring and post-condition survey should be developed by a licensed engineer preferably with heritage experience;
- xii) the property should be subject to a vibration assessment prior to the commencement of construction to establish a “Zone of influence” and vibration monitoring and control system and policy be developed and implemented to ensure levels remain below the accepted threshold during all construction activities, to ensure there are no indirect impacts to adjacent structure, of particular note is the Delta Armouries Hotel at 325 Dundas Street. Vibration monitoring should be carried out by an individual with previous knowledge of heritage structures and the impact of vibration on heritage resources; and,
- xiii) the recommendations outlined in the noise study including roadway and railway mitigation measures be implemented and a more detailed noise assessment will be required at the time of site plan review to determine specific noise control measures for the building itself; and,

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 112.0 metres; however, which is still within the 35-storeys as originally proposed;

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

- M. Campbell, Zelinka Priamo Ltd.;

it being 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 land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment, as well as enhancing the vitality and viability of downtowns. 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 policies of The London Plan including but not limited to the Key Directions, City Building policies, and the Downtown Place Type, facilitating a built form that contributes to achieving a compact, mixed-use city;
- the recommended amendment conforms to Our Move Forward: London's Downtown Plan, by providing for a landmark development within the downtown core;
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of development; and,
- the recommended amendment facilitates a type of residential development that will help to address the growing need for affordable types of 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-D09)

Motion made by: D. Ferreira

Seconded by: S. Trosow

That item 10 (clause 3.5) BE AMENDED by adding the following new part c):

“c) that the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options.”

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: S. Lehman

Seconded by: D. Ferreira

That item 10 (clause 3.5), 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. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Item 10 (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 Ltd., on behalf of Royal Host GP Inc. and Holloway Lodging, relating to the property located at 300-320 King Street:

a) the proposed by-law appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 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 holding Downtown Area (h-3*DA2*D350)) Zone TO a holding Downtown Area Special Provision (h-()*DA2(_)) Zone;

it being noted that the following site plan, urban design and heritage matters that were raised during the application review process for consideration by the Site Plan Approval Authority:

- i) to ensure sufficient amenity space has been provided, the amount of outdoor amenity space as presented on the architectural drawings should remain;
- ii) to ensure the development represents uniqueness and individual creativity to develop a landmark and contribution, the proposed development should generally reflect the middle portion of the tower as submitted on the architectural drawings with materials and an architectural expression;
- iii) to ensure the built form enhances the pedestrian environment, the ground floor and podium facades should provide depth and variation;
- iv) provide a variety of bird-friendly window glazing along the King Street ground floor façade, to create visual interest and sightlines for sense of safety; as well as protect birds from collision;
- v) design the space between the building and the street to have an urban character and an appropriate mix of hard- and softscape. Include street trees and design pedestrian routes to follow natural desire lines;
- x) to ensure impact from wind, consideration will be given to the common amenity terraces to include wind screens on Level 6 predicted to experience wind conditions suitable for sitting to the immediate north and south of the tower, Level 33 and 35 predicted to be suitable for sitting;
- xi) to mitigate the risk for indirect impacts on the built heritage resource – The Delta Armouries Hotel, a strategy to carry out a pre-condition survey, vibration monitoring and post-condition survey should be developed by a licensed engineer preferably with heritage experience;
- xii) the property should be subject to a vibration assessment prior to the commencement of construction to establish a “Zone of influence” and vibration monitoring and control system and policy be developed and implemented to ensure levels remain below the accepted threshold during all construction activities, to ensure there are no indirect impacts to adjacent structure, of particular note is the Delta Armouries Hotel at 325 Dundas Street. Vibration monitoring should be carried out by an individual with previous knowledge of heritage structures and the impact of vibration on heritage resources; and,
- xiii) the recommendations outlined in the noise study including roadway and railway mitigation measures be implemented and a more detailed noise assessment will be required at the time of site plan review to determine specific noise control measures for the building itself; and,

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 112.0 metres; however, which is still within the 35-storeys as originally proposed;

c) that the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options.

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

- M. Campbell, Zelinka Priamo Ltd.;

it being 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 land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment, as well as enhancing the vitality and viability of downtowns. 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 policies of The London Plan including but not limited to the Key Directions, City Building policies, and the Downtown Place Type, facilitating a built form that contributes to achieving a compact, mixed-use city;
- the recommended amendment conforms to Our Move Forward: London's Downtown Plan, by providing for a landmark development within the downtown core;
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of development; and,
- the recommended amendment facilitates a type of residential development that will help to address the growing need for affordable types of 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-D09)"

8.2 7th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 7th Report of the Corporate Services Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2022 Year-End Operating Budget Monitoring Report

Motion made by: S. Lewis

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

a) the 2022 Operating Budget Year-end Monitoring Report for the Property Tax Supported Budget, Water Budget, and Wastewater and Treatment Budget BE RECEIVED for information; an overview of the net corporate positions are outlined below:

- i) Property Tax Supported Budget surplus of \$12.3 million;
- ii) Water Rate Supported Budget surplus of \$6.6 million;
- iii) Wastewater and Treatment Rate Supported Budget surplus of \$2.0 million;

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

b) the presentation as appended to the staff report dated April 11, 2023 as Appendix "C", providing an overview of 2022 Year-End Budget Monitoring BE RECEIVED for information.

Motion Passed

3. (2.2) 2022 Year-End Capital Budget Monitoring Report

Motion made by: S. Lewis

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

a) the 2022 Year-End Capital Budget Monitoring Report BE RECEIVED for information, it being noted that the life-to-date capital budget represents \$2.8 billion with \$1.7 billion committed and \$1.1 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by amending by-law No. CPOL.-45(b)-239;

b) the status updates of active 2019 life-to-date capital budgets (2019 and prior) having no future budget requests, as appended to the staff report dated April 11, 2023 as Appendix "B", BE RECEIVED for information;

c) the following actions be taken with respect to the completed capital projects identified in Appendix "C" of the above-noted staff report, which have a total of \$1.3 million of net surplus funding:

- i) the capital projects included in Appendix "C" BE CLOSED;
- ii) the following actions be taken with respect to the funding

associated with the capital projects approved for closure in part c) i), above:

Rate Supported

- A) pay-as-you-go funding of \$7 thousand BE TRANSFERRED to capital receipts;
- B) uncommitted reserve fund drawdowns of \$97 thousand BE RELEASED back into the reserve funds which originally funded the projects;

Non-Rate Supported

- C) uncommitted reserve fund drawdowns of \$1.0 million BE RELEASED back into the reserve funds which originally funded the projects; and
- D) other net non-rate supported funding sources of \$164 thousand BE ADJUSTED in order to facilitate project closings.

Motion Passed

- 4. (2.3) Court Security and Prisoner Transportation Program Transfer Payment Agreement (Relates to Bill No. 118)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on April 25, 2023 to:

- a) approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding for the Court Security and Prisoner Transportation Program ("Agreement") attached as Schedule "1" to the staff report dated April 11, 2023;
- b) authorize the Mayor and Clerk to execute the above-noted Agreement;
- c) authorize the Deputy City Manager, Finance Supports to approve any future amending agreements between His Majesty the King in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program ("CSPT");
- d) authorize the Mayor and Clerk to execute any future amending agreements between His Majesty the King in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program ("CSPT") approved by the Deputy City Manager, Finance Supports; and,
- e) authorize the Deputy City Manager, Finance Supports (or designate) to execute any reports required by the province under the Agreement.

Motion Passed

- 5. (2.5) 2022 Compliance Report in Accordance with the Procurement of Goods and Services Policy

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2022 Compliance Report, in accordance with the Procurement of Goods and Services Policy;

a) as per the Procurement of Goods and Services Policy, Section 8.11 (c), an annual report of total payments where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, BE RECEIVED for information, as appended to the staff report dated April 11, 2023 as Appendix "A";

b) the administrative contract awards for Professional Consulting Services with an aggregate total greater than \$100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Manager of Purchasing and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, BE RECEIVED for information, as appended to the staff report dated April 11, 2023 as Appendix "B";

c) the list of administrative contract awards for Tenders with a value up to \$6,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, BE RECEIVED for information, as appended to the staff report dated April 11, 2023 as Appendix "C";

d) the City Treasurer, or delegate, BE DELEGATED authority to, at any time, refer questions concerning compliance with the Procurement of Goods and Services Policy to the City's internal auditor; and,

e) the City Treasurer, or delegate, BE AUTHORIZED to ratify and confirm completed awards or purchases between \$15,000 and \$50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

Motion Passed

6. (2.6) Year 2023 Tax Policy (Relates to Bill No.'s 119 and 120)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to property taxation for 2023:

a) the proposed by-law as appended to the staff report dated April 11, 2023 as Appendix "A" being a by-law setting tax ratios for property classes in 2023, in accordance with Sub-sections 308(4) and 308.1(4) of the Municipal Act, 2001 BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, it being noted that the 2023 Municipal Tax Ratio By-Law has been prepared reflecting the equalization of the average property tax increase in residential and multi-residential classes with no change to other tax ratios; and,

b) the proposed by-law as appended to the staff report dated April 11, 2023 as Appendix "B" being a by-law levying tax rates for property classes in 2023, in accordance with Sections 307 and 312 of the Municipal Act, 2001 BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023.

Motion Passed

7. (2.7) Year 2023 Education Tax Rates (Relates to Bill No. 121)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated April 11, 2023 as Appendix "A" being a by-law levying rates for 2023 for school purposes in the City of London BE INTRODUCED at the Municipal Council meeting to be held on of April 25, 2023.

Motion Passed

8. (2.4) Delegation of Authority By-law: Environment and Infrastructure Approvals and Agreements

Motion made by: S. Lewis

That the staff report regarding Delegating of Authority By-law: Environment and Infrastructure Approvals and Agreements BE REFERRED to the May 1, 2023 Corporate Services Committee for consideration; it being noted that additional work on the proposed by-law is required.

Motion Passed

9. (2.8) Members of Council Proof of COVID-19 Vaccination Policy (Relates to Bill No. 122)

Motion made by: S. Lewis

That on the recommendation of the City Clerk, the by-law as appended to the staff report dated April 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023 to repeal By-law No. CPOL.-407-321, and any amendments thereto, being "A by-law to adopt Members of Council Proof of COVID-19 Vaccination Policy".

Motion Passed

10. (2.9) Standing Committee Meetings and Annual Meeting Calendar

Motion made by: S. Lewis

That the 2024 Standing Committee Meetings and Annual Meeting Calendar Report BE REFERRED to the Governance Working Group for consideration of moving standing committee meetings to regular City Hall business hours for all standing committees, effective December 1, 2023.

Motion Passed

11. (4.1) Application - Issuance of Proclamation - World Press Freedom Day

Motion made by: S. Lewis

That based on the application dated March 18, 2023 from ink-stainedwretches.org, May 3, 2023 BE PROCLAIMED World Press Freedom Day.

Motion Passed

12. (4.2) Application - Issuance of Proclamation - Day of Remembrance of our London Family

Motion made by: S. Lewis

That based on the application dated March 28, 2023 from London Muslim Mosque, June 6, 2023 BE PROCLAIMED Day of Remembrance of our London Family.

Motion Passed

13. (4.3) Application - Issuance of Proclamation - National Day of Awareness for Missing & Murdered Indigenous Women & Girls & Two-Spirit People

Motion made by: S. Lewis

That based on the application dated March 28, 2023 from The City of London's Indigenous Employee Resource Group (ERG), May 5, 2023 BE PROCLAIMED National Day of Awareness for Missing & Murdered Indigenous Women & Girls & Two Spirit People.

Motion Passed

14. (4.4) Application - Issuance of Proclamation - 2023 31st Falun Dafa Day

Motion made by: S. Lewis

That based on the application dated April 3, 2023 from Falun Dafa Association Canada, May 13, 2023 BE PROCLAIMED 2023 31st Falun Dafa Day.

Motion Passed

15. (4.5) Board of Directors - Federation of Canadian Municipalities (FCM)

Motion made by: S. Lewis

That the following actions be taken with respect to the communication dated March 29, 2023 from Councillor S. Franke regarding standing for election to the Federation of Canadian Municipalities' Board of Directors and her associated expenses:

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the united voice required to carry the municipal message to the federal government; and

WHEREAS FCM's Annual General Meeting will be held in conjunction with the Annual Conference and Trade Show, May 25 to 28, 2023, followed by the election of FCM's Board of Directors;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Skylar Franke to stand for election on FCM's Board of Directors for the 2023/2024 term;

BE IT FURTHER RESOLVED that Councillor S. Franke be reimbursed by The Corporation of the City of London, outside her annual expense allocation, for his campaign expenses in seeking election to the Board of Directors, in an amount of up to \$750, upon submission of eligible receipts; and,

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Skylar Franke attending FCM's Board of Directors meetings, and the FCM Annual Conference and AGM and the Trade Show, during the 2023/2024 term.

Motion Passed

8.3 7th Report of the Community and Protective Services Committee

Motion made by: E. Pelozá

That the 7th Report of the Community and Protective Services Committee BE APPROVED, excluding item 5 (clause 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. Pelozá, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozá

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 3rd Report of the Accessibility Community Advisory Committee

Motion made by: E. Pelozá

That the 3rd Report of the Accessibility Community Advisory Committee, from its meeting held on March 23, 2023, BE RECEIVED.

Motion Passed

3. (2.3) RFP-2022-309 Prime Consulting Services for the New Fire Station No. 15

Motion made by: E. Pelozá

That, on the recommendation of the Deputy City Manager, Finance Supports and Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated April 12, 2023, related to RFP-2022-309 Prime Consulting Services for the New Fire Station No. 15:

- a) the proposal submitted by Cornerstone Architecture Incorporated, 110-700 Richmond Street, London, Ontario, N6A 5C7, for the Prime Consultant Services for the New Fire Station No. 15 project for a fee of \$421,285.00 (excluding HST) BE ACCEPTED; it being noted that the evaluation team determined the proposal submitted by Cornerstone Architecture Incorporated provided the best technical and financial value to the Corporation, met the City's requirements in all areas and acceptance is in accordance with section 15.2 of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute a contract or any other documents, if required, to give effect to these recommendations. (2023-P16)

Motion Passed

- 4. (2.2) Property Standards Related Demolitions (Relates to Bill No. 125)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated April 12, 2023, BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to approve the potential demolition of vacant buildings at 689 Hamilton Road, 253, 255 and 257 Grey Street and 520 South Street under the Property Standards provisions of the Building Code Act; it being noted that the communication, as appended to the Added Agenda, and verbal delegation, from H. Froussios, Zelinka Priamo Ltd., with respect to this matter, was received. (2023-P10D)

Motion Passed

- 8.4 6th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 6th Report of the Civic Works Committee BE APPROVED, excluding item 10 (2.8).

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: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: C. Rahman

That the 4th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on March 15, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Contract Award - Request for Proposal RFP-2022-270 - Rapid Transit Variable Message Signs

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 April 12, 2023, related to the Contract Award for the Request for Proposal for Rapid Transit Variable Message Signs project (RFP-2022-270):

- a) the proposal submitted by Urban Solar for the Request for Proposal RFP-2022-270 – Rapid Transit Variable Message Signs project for future supply, BE APPOINTED; it being noted that the proposal submitted by Urban Solar received the highest score of two (2) compliant proposal submissions received and meets the City's specifications and requirements in all areas;
- b) the Civic Administration BE AUTHORIZED to appoint Urban Solar as the Vendor of Record for the supply of Variable Message Signs to be installed as part of future rapid transit shelter projects for a period of three (3) years with the option for renewal based on positive performance and cost noting cost escalation may be negotiable;
- c) the Civic Administration BE AUTHORIZED to undertake all 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 with Urban Solar for this work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (T07-2023)

Motion Passed

4. (2.3) RFP-2022-105 Supply and Distribution of Green Bins and Kitchen Containers

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 April 12, 2023, related to the

Supply and Distribution of Green Bins and Kitchen Containers
(RFP-2022-105):

- a) the proposal submitted by IPL North America Inc., for the supply and distribution of Green Bin Containers BE ACCEPTED, in the amount of \$3,436,410.00 (excluding HST), for the 121,000, 45 litre Green Bins and 130,500, 7 litre Kitchen Containers;
- b) the Green Bin and Kitchen Container supply and distribution contingency fund representing 10% of supply and distribution costs BE APPROVED, in the amount of \$343,640.00 (excluding HST);
- c) a community awareness and involvement program BE ESTABLISHED to complement the distribution of the Green Bins and Kitchen Containers in the amount of \$210,000.00 (excluding HST);
- d) the financing for this project BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work; and
- f) the approval given, herein, 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. (E07-2023)

Motion Passed

5. (2.4) SS-2023-099 Single Source Procurement Material Recovery Facility Baler Refurbishment

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 April 12, 2023, related to the Single Source Procurement Material Recovery Facility Baler Refurbishment (SS-2023-099):

- a) approval BE GIVEN to exercise the single source provisions of section 14.4 (d) & (e) of the Procurement of Goods and Services Policy, for the repair and refurbishment of the Material Recovery Facility (MRF) container materials baler, in accordance with the Terms and Conditions of the existing agreement to operate and maintain the City owned MRF with Miller Waste Systems Inc., for a cost greater than \$50,000.00;
- b) the Single Source quoted price BE ACCEPTED to hire Miller Waste Systems Inc., to complete the required repair and refurbishment of the container materials baler for a total estimated price of \$215,058.64 (excluding HST);
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work; and,
- e) the approval given, herein, 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. (E07-2023)

Motion Passed

6. (2.5) Contract Award - Tender RFT-2023-015 Fanshawe Park Road and Richmond Street Intersection Improvements

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 April 12, 2023, with respect to the Fanshawe Park Road and Richmond Street Intersection Improvements project (RFT-2023-015):

- a) the bid submitted by L82 Construction Ltd, at its tendered price of \$14,704,685.58 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by L82 Construction Ltd. was the lowest of five bids received and meets the City's specifications and requirements;
- b) Dillon Consulting Limited BE AUTHORIZED to complete the contract administration and construction inspection for this project, as per the Dillon Consulting Limited work plan on file, at an upset amount of \$1,203,357.50 (excluding HST);
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work;
- f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project; and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

Motion Passed

7. (2.6) Greenway and Adelaide WWTP Climate Change Resiliency Geotechnical Consultant Award

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 April 12, 2023, related to the Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Geotechnical Consultant Award:

- a) WSP Canada Inc. BE APPOINTED as the Geotechnical Consulting Engineers in the amount of \$153,360.00, including 20% contingency (excluding HST), in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (E03-2023)

Motion Passed

- 8. (2.7) Appointment of Consulting Engineers for Contract Administration Services - 2023 Infrastructure Renewal Program and Huron Street Steel Watermain Cathodic Protection 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 April 12, 2023, related to the Appointment of Consulting Engineers for Contract Administration Services for the 2023 Infrastructure Renewal Program and Huron Street Steel Watermain Cathodic Protection Project:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy:
 - i) IBI Group (IBI) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of 2023 Infrastructure Renewal Project for Lyle Street and Elizabeth Street, in the total amount of \$318,054.00, including contingency (excluding HST);
 - ii) GM BluePlan Engineering Limited (GM BluePlan) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of 2023 Infrastructure Renewal Project for Whitehall Drive, in the total amount of \$282,353.50, including contingency (excluding HST);
 - iii) R.V. Anderson Associates Limited (RVA) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of 2023 Infrastructure Renewal Project for McKenzie Avenue, Baker Street, Windsor Avenue, and Belgrave Avenue, in the total amount of \$578,610.00, including contingency (excluding HST);
 - iv) R.V. Anderson Associates Limited (RVA) BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Huron Street Steel Watermain Cathodic Protection Project, in the total amount of \$79,112.00, including contingency (excluding HST);
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-D24)

Motion Passed

- 9. (2.9) Oxford Street West and Gideon Drive Intersection Improvements - Appointment of Consulting Engineer

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 April 12, 2023, related to the Appointment of a Consulting Engineer for the Oxford Street West and Gideon Drive Intersection Improvements project:

- a) R.V. Anderson Associates Limited BE APPOINTED as the consulting engineer to complete the detailed design and tendering services at an upset amount of \$488,901.00 (excluding HST);
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2023-T04)

Motion Passed

- 11. (5.1) Councillor S. Trosow - Verbal - Gas-Powered Leaf Blowers

Motion made by: C. Rahman

That it BE NOTED that the Civic Works Committee heard a verbal update from J. Stanford, Director, Climate Change, Environment, and Waste Management, with respect to gas-powered leaf blower operation in the City of London.

Motion Passed

- 10. (2.8) Western Road and Sarnia Road/Philip Aziz Avenue Corridor and Intersection Improvements - Environmental Study Report, Notice of Completion

Motion made by: C. Rahman

That the Western Road and Sarnia Road/Philip Aziz Avenue Corridor and Intersection Improvements and Environmental Study Report, Notice of Completion, BE REFERRED back to Civic Administration, in order to consider the concerns raised by the Civic Works Committee, including but not limited to pedestrian operations at the Western Road and Sarnia Road Intersection. (T-05-2023)

Nays: (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 Failed (0 to 15)

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

The following actions BE TAKEN with respect to the Environmental Study Report for the Western Road and Sarnia Road/Philip Aziz Avenue Corridor and Intersection Improvements:

- a) the Environmental Study Report for the Western Road and Sarnia Road/Philip Aziz Avenue Corridor and Intersection Improvements BE REVISED to include more assessment of pedestrian priority traffic signal phasing (intersection scramble) at the Western Road/Sarnia Road/Philip Aziz Avenue intersection during the project design phase;
- b) the Civic Administration BE DIRECTED to report back to Council Committee on the assessment of future signal operations during the project design phase;
- c) the Environmental Study Report for the Western Road and Sarnia Road/Philip Aziz Avenue Corridor and Intersection Improvements BE ACCEPTED subject to the revision in clause a;
- d) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- e) the Environmental Study Report BE PLACED on the public record for a 30-day review period.

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)

8.5 13th Report of the Strategic Priorities and Policy Committee

At 4:02 PM, Mayor J. Morgan places Councillor C. Rahman in the Chair.

At 4:04 PM, Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

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

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. 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. (4.1) Council's 2023-2027 Strategic Plan

Motion made by: S. Lewis

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

a) the report, entitled "Council's 2023-2027 Strategic Plan" BE RECEIVED for information; and,

b) the ~~attached~~, revised, 2023-2027 Strategic Plan BE APPROVED;

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

Motion Passed

8.6 14th Report of the Strategic Priorities and Policy Committee

At 4:18 PM, Mayor J. Morgan puts Councillor C. Rahman in the Chair.

At 4:23 PM, Mayor J. Morgan resumes the Chair.

At 4:34 PM, Councillor E. Pelozza leaves the meeting.

Motion made by: S. Lewis

That the 14th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 9 (5.2).

Yeas: (14): 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, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

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. (2.1) Update - Whole of Community System Response Implementation

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the Update - Whole of Community System Response Implementation Report BE RECEIVED for information purposes only.

Motion Passed

3. (2.2) Operational and Community Implications of the More Homes Built Faster Act, 2022 (formerly known as Bill 23)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports and the Deputy City Manager, Planning and Economic Development, the report, entitled “Operational and Community Implications of the More Homes, Built Faster Act, 2022 (formerly known as Bill 23)” BE RECEIVED for information.

Motion Passed

4. (2.3) Financial Implications of the More Homes Built Faster Act, 2022 (formerly known as Bill 23)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports and the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the More Homes Built Faster Act, 2022:

- a) the report, entitled “Financial Implications of the More Homes, Built Faster Act, 2022 (formerly known as Bill 23)” BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to monitor Development Charges exemptions and discounts arising from the More Homes Act and identify interim funding sources to address 2023 costs as required;
- c) the Civic Administration BE DIRECTED to incorporate direct and indirect costs associated with the More Homes Act in the 2024 – 2027 Multi-Year Budget;
- d) the deferred completion of the 2025 Development Charges Background Study BE ENDORSED, with a revised planned effective date of January 1, 2028 for the Development Charges By-law; and,
- e) the Civic Administration BE DIRECTED to update cost estimates for Development Charges-funded growth projects to be incorporated into the 2024 – 2027 Multi-Year Budget;

it being noted that the Civic Administration will continue to assess the health of the Development Charges reserve funds through annual monitoring, with any concerns being addressed through the Growth Management Implementation Strategy (GMIS) Update (completed during the first half of each year) and/or an earlier update of the Development Charges By-law.

Motion Passed

5. (4.1) 2024-2027 Multi-Year Budget (Relates to Bill No. 124)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2024-2027 Multi-Year Budget:

- a) the Multi-Year Budget Policy, as appended to the staff report dated April 18, 2023 as Appendix "B" BE RECEIVED for information;

- b) the Civic Administration BE ADVISED of the Council desire for Civic Administration to bring forward a draft 2024 to 2027 Multi-year budget with an average annual tax levy increase in the range of approximately 2.9% – 3.9% as identified to maintain existing service levels as well as additional investments of an additional 0.5% in funding for additional investment, for planning purposes;
- c) the Civic service areas and the City's agencies, boards and commissions BE REQUESTED to develop their 2024-2027 Multi-Year Budgets in accordance with the direction provided by Council and the associated planning assumptions outlined in the City's budget guidelines document;
- d) the 2024-2027 Multi-Year Budget timetable, as appended to the staff report dated April 18, 2023 as Appendix "C", BE RECEIVED for information; it being noted that the tabling of the 2024-2027 Multi-Year Budget is planned for December 12, 2023 at the Strategic Priorities and Policy Committee;
- e) the proposed by-law, as appended to the staff report dated April 18, 2023 as Appendix "D" BE INTRODUCED at the Municipal Council meeting on April 25, 2023 to formalize the budget submission deadlines and requirements for the City's agencies, boards and commissions; and,
- f) the preliminary public engagement plan, as appended to the staff report dated April 18, 2023 as Appendix "E" for the 2024-2027 Multi-Year Budget BE ENDORSED; it being noted that this public engagement plan has been incorporated into the 2024-2027 Multi-Year Budget timetable noted above.

Motion Passed

6. (4.2) Request for a Shareholder's Meeting - London Hydro Inc.

Motion made by: S. Lewis

That the following actions be taken with respect to the 2022 Annual General Meeting of the Shareholder for London Hydro Inc.:

- a) the 2022 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 20, 2023, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,
- b) the City Clerk BE DIRECTED to provide notice of the 2022 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 3, 2023, from C. Graham, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

Motion Passed

7. (4.3) Consideration of Appointment to the London Police Services Board

Motion made by: S. Lewis

That the following actions be taken with respect to the appointment consideration to a member of the London Police Services Board:

a) interviews BE CONDUCTED with the following individuals:

- Michele Anderson
- Gita Canaran
- Stephen D'Amelio
- Ryan Gauss
- Joseph Wabegijig

b) the above-noted interviews will be conducted at a special meeting of the Strategic Priorities and Policy Committee, at the call of the Chair; it being noted that the members will be canvassed by the City Clerk to determine an appropriate date and time for the meeting;

it being noted that the Strategic Priorities and Policy received communications from the following individuals regarding this matter:

- a communication dated April 4, 2023 from Chief J. French, Chippewas of the Thames First Nation;
- a communication dated April 3, 2023 from Chief T. Cornelius, elected Chief, Oneida Nation of the Thames; and,
- a communication dated April 17, 2023 from V. Van Linden

it being further noted that training opportunities available to the members will be provided in advance of the interviews.

Motion Passed

8. (5.1) Request to Update London Hydro Inc. Board of Director Recruitment, Interview and Nomination Process

Motion made by: S. Lewis

That the Civic Administration BE DIRECTED to take the following actions with respect to the communications dated April 11, 2023, from the Chair of the London Hydro Board, related to Board recruitment and appointment process, and the impending Board vacancies:

a) the impending London Hydro Board vacancies, as outlined in the above-noted communication, BE ADVERTISED using the most recent approach of a broader recruitment process, as appropriate; it being noted that applications will be considered by the Municipal Council, as the Shareholder, at the Annual General Meeting;

b) the Civic Administration BE DIRECTED to provide to the London Hydro Corporate Governance and Risk Management Committee the applications received in the recruitment process, noted above in part a), for review and consideration (which may include interviews conducted by London Hydro) with a recommendation to be submitted to the Shareholder for consideration of appointments at the Annual General Meeting; and,

c) the Civic Administration BE DIRECTED to take the necessary

steps in order to provide for a future amendment to the Shareholder Agreement to formalize the above-noted new process.

Motion Passed

10. (5.3) 4th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the following actions be taken with respect to the 4th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on April 13, 2023:

- a) the creation of a sub-committee of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee (DIACAC) to review the Municipal Council's appointment process, BE APPROVED; it being noted that the intention of the sub-committee work would be to make recommendations to the Municipal Council for potential improvements to the processes of recruitment and appointments to the City's Agencies, Boards, Commissions and/or Community Advisory Committees; it being further noted that the DIACAC is committed to offering advice to the Municipal Council in relation to improving equitable and diverse representation; and,
- b) clauses 1.1, 2.1, 2.2, 3.1, 3.2, 4.1 and 4.2 of the 4th Report of the Diversity, Inclusion and anti-Oppression Community Advisory Committee BE RECEIVED for information.

Motion Passed

9. Added Reports

- 9.1 7th Report of Council in Closed Session

At 4:41 PM, Councillor E. Pelosa joins the meeting remotely.

Motion made by: C. Rahman

Seconded by: S. Trosow

1. Property Disposition – City-Owned Surplus Land – Part of 181 Hamilton Road

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 surplus land located at 181 Hamilton Road, City of London, County of Middlesex, being Part of Lot 28 S Hamilton Road, N/E Grey Street, PL 178(E), being part of PIN # 08313-0062, particularly, described as Part 2 Plan 33R-21427, as shown on the Location Map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) attached as Appendix “B”, as submitted by the Thames Valley District School Board (the “Purchaser”), to purchase the subject property from the City, at a purchase price of \$190,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement.

2. Partial Property Acquisition – 300 Clarke Road – Future Road Widening and Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the property located at 300 Clarke Road, further described as Part Lot 4, Concession C, being part of PIN 08128-1980, in the City of London, Middlesex County, containing an area of approximately 10,791 square feet, as shown on the location map attached as Appendix “B”, for the

purpose of future road improvements and cycling facilities, the following actions be taken:

a) the offer submitted by Thames Valley District School Board (the Vendor), to sell the subject property to the City, for the sum of \$216,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix "C"; and,

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

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)

9.2 (ADDED) 8th Report of the Special Corporate Services Committee

Motion made by: S. Lewis

That the 8th Report of the Corporate Services Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) 2023 Debenture Issuance Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2023 City of London Debenture Issuance:

a) the issuance of serial debentures for a total of \$21,500,000 BE APPROVED; it being noted that the average all-in rate is 3.881% over a 10-year term and that all debt has been placed with investors in the capital markets; and,

b) the proposed by-law as appended to the staff report dated April 24, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on April 25, 2023 to execute the borrowing upon serial debentures in the aggregate principal amount of \$21,500,000 towards the cost of certain capital works of the Corporation of the City of London.

Motion Passed

9.3 (ADDED) 7th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 8th Report of the Civic Works 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: C. Rahman

That it BE NOTED that no pecuniary interest were disclosed.

Motion Passed

2. (2.1) Updates: Blue Box Transition

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 April 24, 2023, related to Updates on the Blue Box Transition:

- a) the proposed by-law, as appended to the above noted staff report BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to delegate authority to the Deputy City Manager, Environment and Infrastructure, or designate, to negotiate, approve and execute agreements with Circular Materials Ontario, a Producer Responsibility Organization(s) registered with the Resource Productivity and Recovery Authority, for Blue Box collection services, use of the Enviro Depots, and for the provision of promotion and education services;" pursuant to the Resource Recovery and Circular Economy Act;
- b) the proposed by-law, as appended to the above noted staff report BE INTRODUCED at the Municipal Council meeting to be held on April 25, 2023, to delegate authority to the Deputy City Manager, Environment and Infrastructure, or designate, to negotiate approve and execute agreements for the sale of material recovery facility equipment to Miller Waste Systems Inc." in order that Blue Box processing services can be provided by Miller Waste Systems to Circular Materials Ontario as part of Blue Box Transition (July 1, 2023 to December 31, 2025) and beyond as per Miller Waste Systems Inc. agreement with Circular Materials Ontario; and,
- c) Civic Administration BE DIRECTED to report back at a future Civic Works Committee with the outcome of negotiations for a) and b) above. (E07-2023)

Motion Passed

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That Introduction and First Reading of Bill No.'s 117 to 138, including the revised Bill No.'s 128, 129, 135 and 137, and the Added Bill No.'s 123 and 139 to 143, 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: A. Hopkins

Seconded by: S. Lehman

That Second Reading of Bill No.'s That Introduction and First Reading of Bill No.'s 117 to 138, including the revised Bill No.'s 128, 129, 135 and 137, and the Added Bill No.'s 123 and 139 to 143, 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: H. McAlister

Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No.'s 117 to 138, including the revised Bill No.'s 128, 129, 135 and 137, and the Added Bill No.'s 123 and 139 to 143, BE APPROVED.

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

Motion Passed (15 to 0)

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

Bill No. 117	By-law No. A.-8353-81 - A by-law to confirm the proceedings of the Council Meeting held on the 25th day of April, 2023 . (City Clerk)
Bill No. 118	By-law No. A.-8354-82 - A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/7/CSC)
Bill No. 119	By-law No. A.-8355-83 - A by-law setting tax ratios for property classes in 2023. (2.6a/7/CSC)
Bill No. 120	By-law No. A.-8356-84 - A by-law levying tax rates for property classes in 2023. (2.6b/7/CSC)
Bill No. 121	By-law No. A.-8357-85 - A by-law levying rates for 2023 for school purposes in the City of London (2.7/7/CSC)
Bill No. 122	By-law No. A.-8358-86 - A by-law to repeal By-law No. CPOL.-407-321, and amendments thereto, being "A by-law to adopt Members of Council Proof of COVID-19 Vaccination Policy". (2.8/7/CSC)
Bill No. 123	By-law No. D.-779-87 - A by-law to authorize the borrowing upon instalment debentures in the aggregate principal amount of \$21,500,000.00 towards the cost of certain capital works of The Corporation of the City of London. (4.1/8/CSC)
Bill No. 124	By-law No. A.-8359-88 - A by-law to authorize the form and detail of the budget of various boards, commissions or other bodies and the specific dates for which they are required to submit their budgets to The Corporation of the City of London. (4.1e/14/SPPC)
Bill No. 125	By-law No. A.-8360-89 - A by-law to approve the potential demolition of vacant buildings at 689 Hamilton Road, 253, 255, and 257 Grey Street, and 520 South Street under the Property Standards provisions of the Building Code Act. (2.2/7/CPSC)
Bill No. 126	By-law No. C.P.-1470(g)-90 - A by-law to amend By-law No. C.P.-1470-218, as amended, being "A by-law to delegate the authority to require an applicant to provide information and material in support of various Planning Act applications" to change Civic Administration titles to reflect the current organizational structure. (2.3b/7/PEC)
Bill No. 127	By-law No. C.P.-1502(c)-91 - A by-law to amend By-law C.P.-1502-129, as amended, entitled the "A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties" to change Civic Administration titles to reflect the current organizational structure. (2.3a/7/PEC)
Bill No. 128	By-law No. C.P.-1512(bz)-92 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Housekeeping Amendment. (3.3/7/PEC)

Bill No. 129	By-law No. C.P.-1512(ca)-93 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Street Width Policy Review. (3.4a/7/PEC)
Bill No. 130	By-law No. CP-23-23003 - A by-law to amend By-law No. CP-23, as amended, entitled “A by-law to provide for the Committee of Adjustment and Consent Authority” to change Civic Administration titles to reflect the current organizational structure. (2.3c/7/PEC)
Bill No. 131	By-law No. W.-5654(c)-94 - A by-law to amend by-law No. W.-5654-291, as amended, entitled “A by-law to authorize the 2019-2023 Active Transportation Project (Project No. TS173919)”. (2.5/5/CWC)
Bill No. 132	By-law No. W.-5677(a)-95 - A by-law to amend By-law No. W.-5677-207, entitled “A by-law to authorize White Oak Upgrades – Exeter Road to 400m south (project TS1366).” (2.8/5/CWC)
Bill No. 133	By-law No. W.-5684(a)-96 - A by-law to amend By-law No. W.-5684-134, entitled “A by-law to authorize Project TS1336 – Intersection Southdale – Colonel Talbot (Roundabout)” (2.7/5/CWC)
Bill No. 134	By-law No. Z.-1-233099 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street. (2.4/7/PEC)
Bill No. 135	By-law No. Z.-1-233100 - A by-law to amend By-law No. Z.-1 relating to the h-5 and h-217 Holding Zones to exempt Public Site Plan Meetings for residential developments of 10 or fewer units, as per Bill 23, More Homes, Built Faster Act, 2022. (3.1/7/PEC)
Bill No. 136	By-law No. Z.-1-233101 - A by-law to amend By-law No. Z.-1 to rezone an area of land consisting of 2016 Huron Street and the adjacent lot to the east (roll number 030330007120000). (3.2/7/PEC)
Bill No. 137	By-law No. Z.-1-233102 - A by-law to amend The Zoning By-law Z.-1 for the City of London, 1993 relating to the Street Width Policy Review. (3.4b/7/PEC)
Bill No. 138	By-law No. Z.-1-233103 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 300-320 King Street. (3.5a/7/PEC)
Bill No. 139	By-law No. A.-8361-97 - A by-law to delegate authority to the Deputy City Manager, Environment & Infrastructure, or designate, to negotiate, approve and execute agreements with Circular Materials Ontario, a Producer Responsibility Organization(s) registered with the Resource Productivity and Recovery Authority, for Blue Box collection services, use of the EnviroDepots, and for the provision of promotion and education services. (2.1a/7/CWC)
Bill No. 140	By-law No. A.-8362-98 - A by-law to delegate authority to the Deputy City Manager, Environment & Infrastructure, or designate, to negotiate approve and execute agreements for the sale of material recovery facility equipment to Miller Waste Systems Inc. (2.1b/7/CWC)

Bill No. 141	By-law No. A.-8363-99 - A by-law to authorize and approve the Agreement of Purchase and Sale as submitted by Thames Valley District School Board for the purchase of City owned surplus lands, described as Part of Lot 28, Plan 178(E), in the City of London, County of Middlesex, being part of PIN # 08313-0062, designated as Part 2, Plan 33R-21427, and to authorize the Mayor and City Clerk to execute this Agreement. (6.1/7/CSC)
Bill No. 142	By-law No. A.-8364-100 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Thames Valley District School Board, for the City to acquire part of the property located at 300 Clarke Road, in the City of London, for the purpose of road widening and improvements to the City's cycling infrastructure, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/7/CSC)
Bill No. 143	By-law No. L.S.P.-3507-101 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Wellington Gateway Project - Phase 1. (Director, Realty Services)

14. Adjournment

Motion made by: S. Franke

Seconded by: C. Rahman

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourns at 4:49 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: THAMES VALLEY DISTRICT SCHOOL BOARD

REAL PROPERTY:

Address: 181 Hamilton Road London Ontario

Location: South side of Hamilton Rd between William St. and Adelaide St. N

Measurements:

Frontage:	50ft
Depth:	111ft on East side and 137ft on West side
Area:	5,047 ft ²
Shape:	Irregular

Legal Description: PART OF LT 28 S HAMILTON ROAD, N/E GREY STREET, PL 178(E); in the City of London, County of Middlesex, being part of PIN # 08313-0062 as shown in red on Schedule "A" attached hereto more particularly described as Part 2 on Plan 33R-21427 (the "Property").

- 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.
- SALE PRICE:** The purchase price shall be ONE HUNDRED NINETY THOUSAND DOLLARS CDN (\$190,000.00) payable as follows:
 - a deposit of Two DOLLARS (\$2.00) cash or certified cheque on the date hereof as a deposit; and
 - the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
- 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.
- SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Overhead Map of the Property
Schedule "B" Additional Terms and Conditions
- IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until considered by Council of the Corporation of the City of London at a meeting to be held no later than May 19th, 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.
- TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. June 9th, 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.
- COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. June 16th, 2023 (the "Completion Date"). Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
- NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
- HST:** If the sale of the Property is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the purchase price. The Vendor will not collect HST if the Purchaser provides to the Vendor a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, the Vendor agrees to certify on or before closing that the transaction is not subject to HST.
- 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.
- 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 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 completion 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. **COMPLETION 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, as the case may be, of the undersigned are bound by the terms herein.

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

IN WITNESS WHEREOF The Corporation of the City of London agrees to the above Agreement and has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in _____ of the Council of The Corporation of the City of London passed the _____.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schultness, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE PURCHASER 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 _____ day of _____.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _____

Name: Linda Nicholls

Title: Acting Associate Director

Per: _____

Name: _____

Title: _____

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

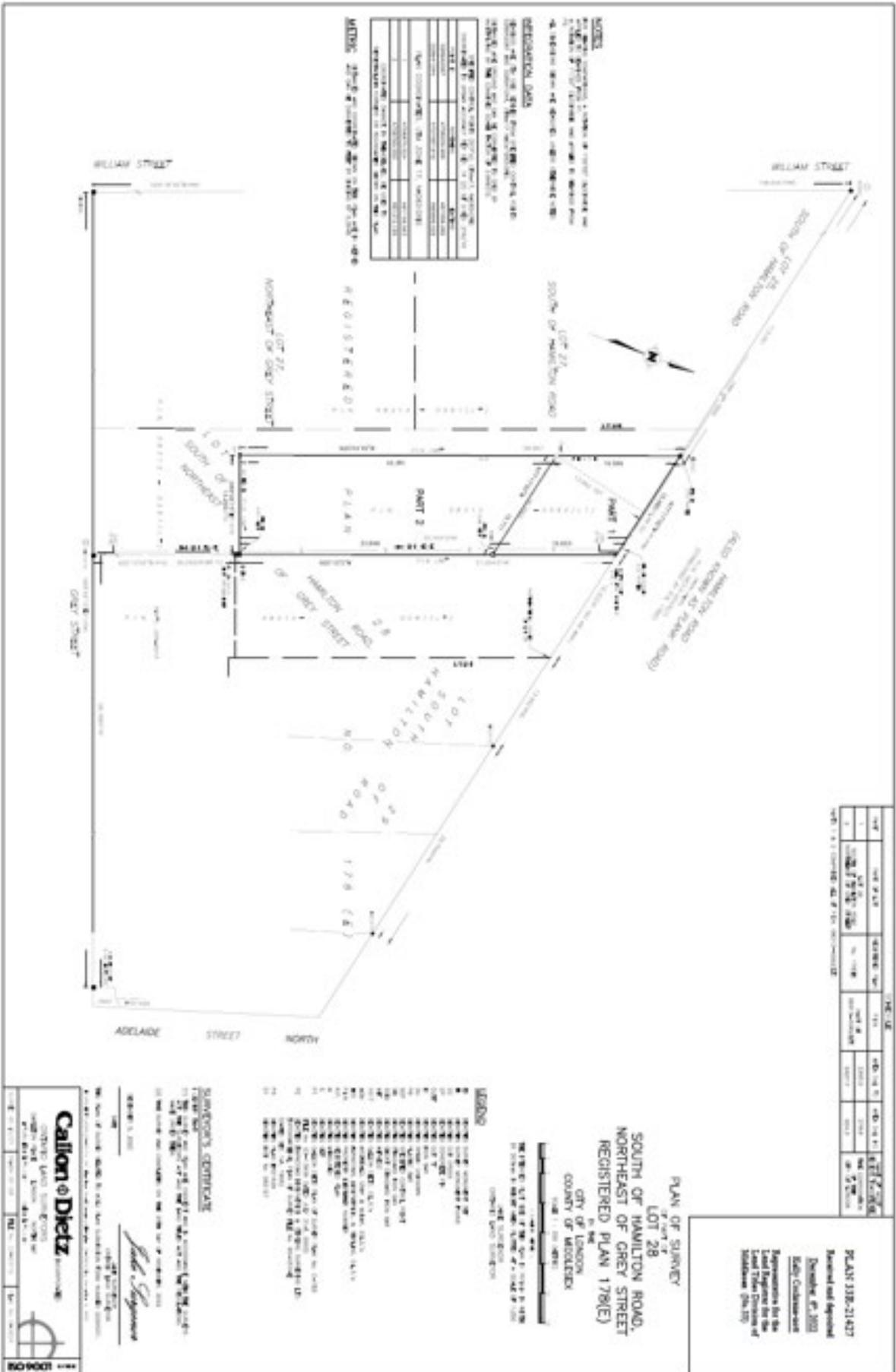
PURCHASER'S LAWYER: Harrison Pensa LLP (Tim McCullough), (T) 519-661-6718 (F) 519-667-3362

email: tmccullough@harrisonpensa.com

SCHEDULE "A" (the "Property")



Schedule A the Property Continued

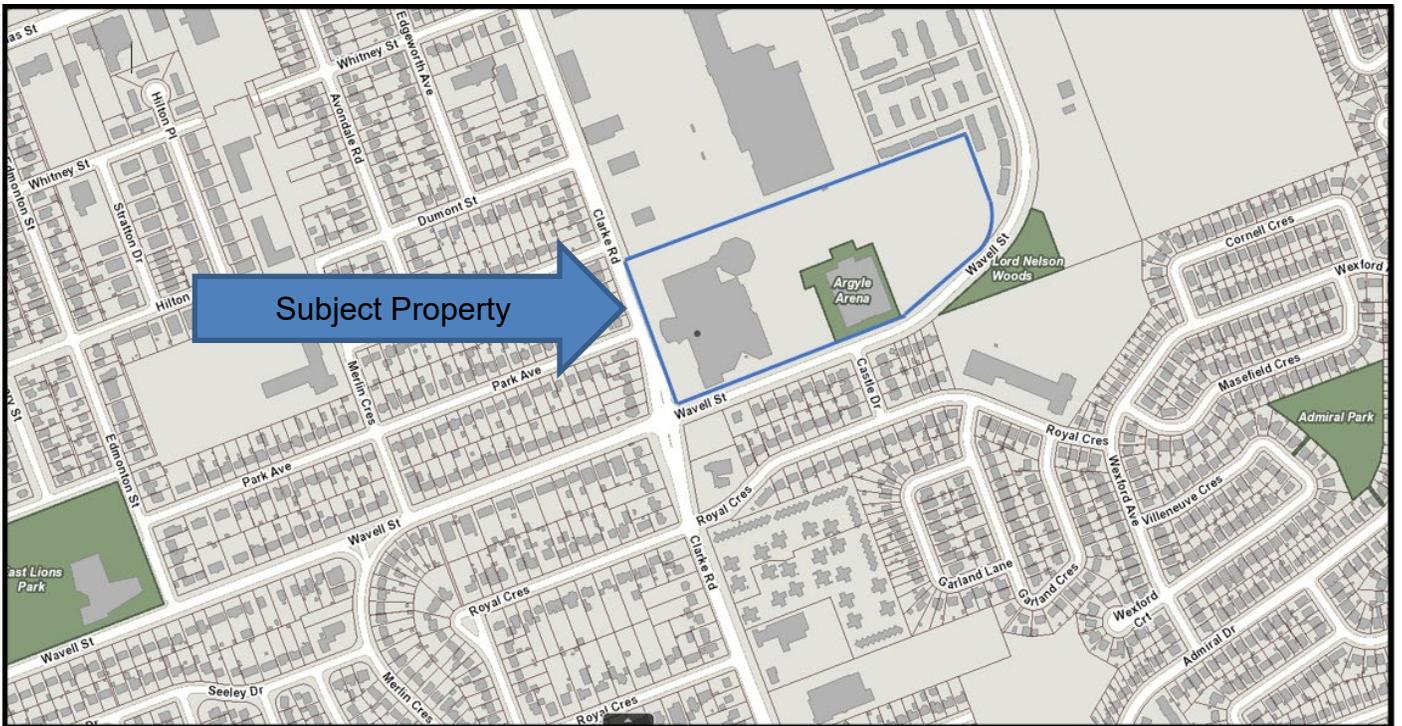


SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser and Vendor agree to pay their respective legal fees, disbursements and applicable taxes in order to complete this transaction.
2. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
3. **REFERENCE PLAN:** The Vendor agrees to prepare and deposit on title, on or before completion and at the expense of the Purchaser, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Purchaser shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.

Appendix B – Location Map

300 Clarke Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: THAMES VALLEY DISTRICT SCHOOL BOARD

REAL PROPERTY:

Address 300 Clarke Road London Ontario

Location East side of Clarke Rd between Wavell St & Dundas St.

Measurements Frontage: 616.99 feet along Clarke Rd, 1,218.08 ft along Wavell Street
Area: 10,791.90 sq. ft.
Shape: Irregular

Legal Description: Part Lot 4, Concession C, being part of PIN 08128-1980 City of London, Middlesex County, as shown on Schedule "A" and to be further described in a reference plan to be deposited (the "Property").

Purpose: Road Widening

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be TWO HUNDRED SIXTEEN THOUSAND DOLLARS CDN (\$216,000.00) 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" Overhead Map of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than May 19, 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 June 9, 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 June 16, 2023 (the "Completion Date"). 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 the sale of the Property is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the purchase price. The Vendor will not collect HST if the Purchaser provides to the Vendor a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, the Vendor agrees to certify on or before closing 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 Completion 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. **COMPLETION 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns, as the case may be, of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes provided that the Purchaser first delivers to the Vendor proof of liability insurance by way of a Certificate of Insurance which references therein the Vendor as an additional insured relating to the work being performed on the Property

The Corporation of the City of London hereby accepts the above Agreement 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 _____ day of _____, _____.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per:  _____

Name: Linda Nicholls

Title: Acting Associate Director

Per: _____

Name: _____

Title: _____

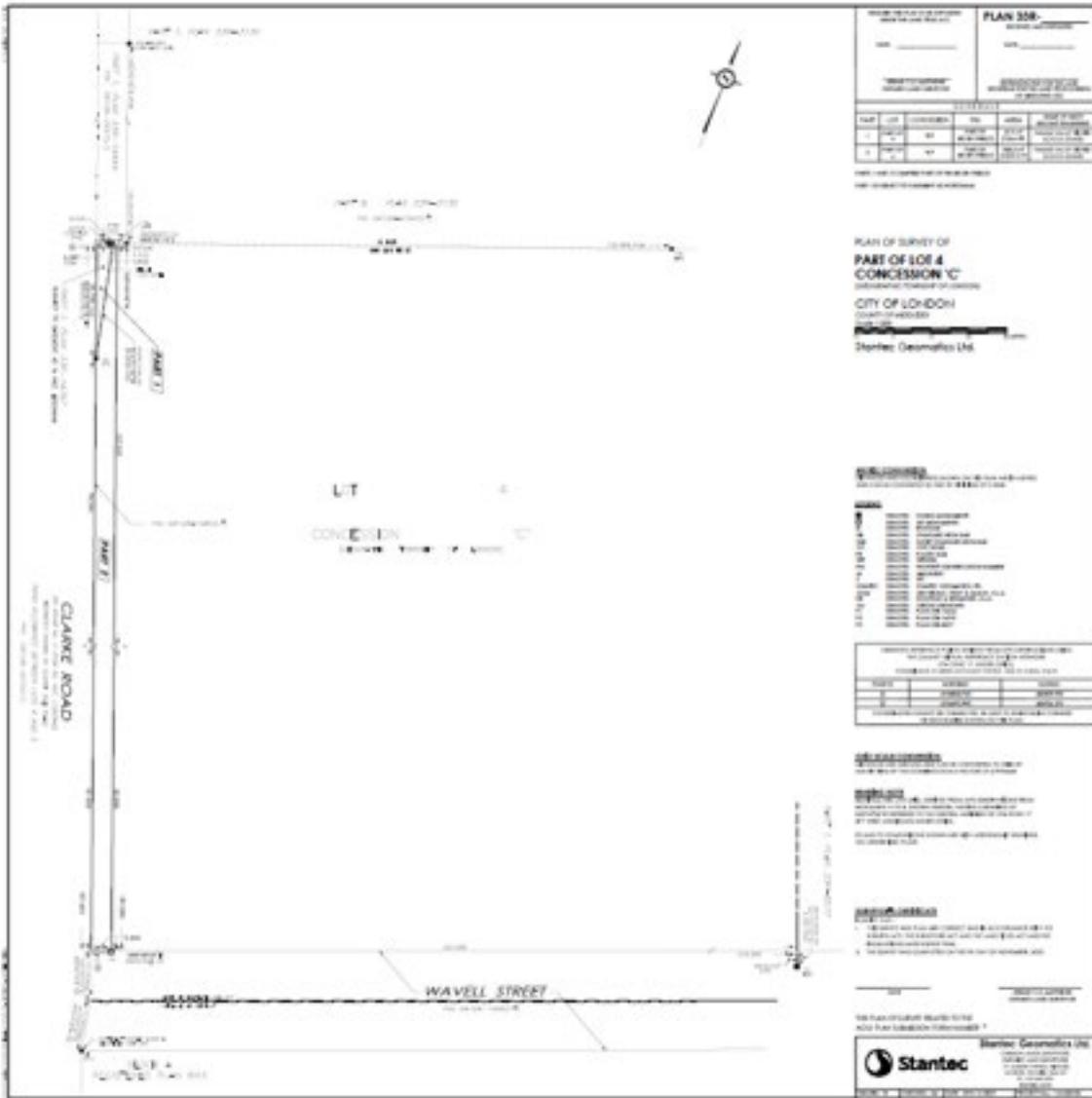
/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Harrison Pensa LLP (Tim McCullough), (T) 519-661-6718 (F) 519-667-3362

email: tmcculough@harrisonpensa.com

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

Schedule A Continued – Draft Plan



SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser and Vendor agree to pay their respective legal fees, disbursements, and applicable taxes in order to complete the transaction.
2. **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.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before the completion date and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
4. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
5. **SIGN RELOCATION:** On or before August 31, 2023, the Vendor agrees to relocate the single existing pylon sign depicted on Schedule "C" which will be impacted by this Agreement (the "Signage") to a suitable location acceptable to the Vendor, acting reasonably. In addition, the suitability of the relocation shall also be subject to all necessary permits and approvals being issued by the City. The cost for the relocation of the Signage will be shared equally between the Vendor and the Purchaser. This condition shall survive and not merge upon completion of the transaction contemplated herein.
6. **SITE REMEDIATION:** The Purchaser agrees to use its best efforts to repair any damage it causes to the lands owned by the Vendor in carrying out the road widening work on the Property. Such repair shall be completed in a good and workmanlike manner so the lands are restored as closely as possible to their original condition which would include without limitation replanting any trees the Purchaser removes from the Vendor's land while completing its work. This paragraph shall survive and not merge upon the completion of the transaction contemplated herein.

Appendix A – Source of Financing Report

Appendix "A" Confidential

#23080
April 11, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 300 Clarke Road Future Road Widening and Improvements
(Subledger LD230011)
TS1636 - Advance Purchase of Land (2019-2023)
Thames Valley District School Board

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	2,243,785	70,417	226,775	1,946,593
Total Expenditures	\$2,243,785	\$70,417	\$226,775	\$1,946,593
Sources of Financing				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,243,785	70,417	226,775	1,946,593
Total Financing	\$2,243,785	\$70,417	\$226,775	\$1,946,593

Financial Note:

Purchase Cost	\$216,000
Add: Sign Relocation	5,000
Add: Land Transfer Tax	1,885
Add: HST @13%	28,730
Less: HST Rebate	-24,840
Total Purchase Cost	\$226,775

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

lp

Bill No.
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 relating to the h-5 and h-217 Holding Zones to exempt Public Site Plan Meetings for residential developments of 10 or fewer units, as per Bill 23, *More Homes, Built Faster Act, 2022*.

WHEREAS the Corporation of the City of London has applied to amend the h-5 and h-217 Holding Zones, as set out below;

AND WHEREAS this zoning by-law amendment conforms to the Official Plan;

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

- 1) Section 3.8 Holding "h" Zones of the Zoning By-law is amended by deleting the existing h-5 Holding Zone and replacing it with the following:

h-5

Purpose: To ensure that development takes a form compatible with adjacent land uses, agreements shall be entered into following public site plan review specifying the issues allowed for under Section 41 of the Planning Act, R.S.O. 1990, c. P.13, prior to the removal of the "h-5" symbol. Notwithstanding this, residential developments of 10 or fewer units are exempt from Public Site Plan Meetings, as per Bill 23, *More Homes Built Faster Act, 2022*.

Permitted Interim Uses: Residential Developments of 10 units or fewer.

- 2) Section 3.8 Holding "h" Zones of the Zoning By-law is amended by deleting the existing h-217 Holding Zone and replacing it with the following:

h-217

Purpose: To ensure that residential development takes a form compatible with adjacent land uses, agreements shall be entered into following public site plan review specifying the issues allowed for under Section 41 of the Planning Act, R.S.O. 1990, c. P.13, prior to the removal of the "h-_" symbol.

Permitted Interim Uses: Residential Developments of 10 units or fewer

This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on April 25, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – April 25, 2023
Second Reading – April 25, 2023
Third Reading – April 25, 2023

Bill No. 128
2023

By-law No. C.P.-1512

A by-law to amend The Official Plan for the
City of London, 2016 relating to the
Housekeeping Amendment.

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

1. Amendment No. _____ to The Official Plan, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on April 25, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – April 25, 2023
Second Reading – April 25, 2023
Third Reading – April 25, 2023

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON (2016)

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To correct errors and omissions identified throughout The Official Plan, including typographical, grammatical, formatting and mapping errors.
2. To remove references to old terminologies to reflect changes to provincial ministries, Council's committee, policy documents and legislation.
3. To make updates certain policies and maps of The Official Plan to reflect Council's decisions.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to all lands within the City of London.

C. BASIS OF THE AMENDMENT

This Amendment to The Official Plan is of a housekeeping nature. This amendment will refine wording and mapping in the Plan thereby improving clarity and consistency of existing policies of The Official Plan.

D. THE AMENDMENT

The Official Plan is hereby amended as follows:

1. The Our City part of The Official Plan for the City of London is amended by adding deleting Policy 80_1 and replacing it with the following:
 1. Addition of an additional residential unit.
2. The Mobility chapter of The Official Plan for the City of London is amended by deleting Policy 349_4 and replacing it with the following:

349_4. Window streets adjacent to higher-order streets such as Civic Boulevards or Urban Thoroughfares where sidewalk extensions join a boulevard sidewalk on the higher-order street.
3. The Forest City chapter of The Official Plan for the City of London is amended by deleting Policies 394 and 399_10 and replacing them with the following:

394_ The 20-year target identified above is intended to help us to achieve a long-term tree canopy cover of 34% within the Urban Growth Boundary by 2065.

399_10. Building height and densities may be increased, in appropriate circumstances and in conformity with the Our Tools part of this Plan, to support the safe and long-term preservation of existing healthy trees, rare species, and wildlife trees.
4. The Civic Infrastructure chapter of The Official Plan for the City of London is amended by deleting Policies 456, 474_1,

474_11, 478_3, 485 and 489 and replacing them with the following:

456_ Appropriate consultation and approvals will be obtained from agencies such as the conservation authorities and the Ministry of the Environment, Conservation and Parks, according to requirements of the *Environmental Protection Act*, *Environmental Assessment Act*, *Ontario Water Resources Act*, *Safe Drinking Water Act*, *Conservation Authorities Act*, *Water Opportunities and Water Conservation Act*, and other provincial legislation and regulations. Appropriate pre-consultation and engagement with First Nations will be a part of this process.

474_1. Water servicing within the city shall comply with the requirements of the Ministry of the Environment, Conservation and Parks, the *Environmental Protection Act*, the *Safe Drinking Water Act* and all other provincial and municipal requirements as applicable.

474_11. Outside of the Urban Growth Boundary, private wells may be used to supply water, only in accordance with the requirements of relevant legislation and standards, consistent with the *Provincial Policy Statement* and in conformity with the Water Services policies of this Plan. The City will require that the applicant provide information with their application to demonstrate that the site can provide water supply which meets the requirements of Ministry of the Environment, Conservation and Parks *Procedure D-5-5 Technical Guideline for Private Wells: Water Supply Assessment*, meets or exceeds the *Ontario Drinking Water Standards* and can provide a sufficient quantity of water without affecting the quantity and quality of water in active wells operating within 500 metres of the proposed development, and that the required separation distances set out in the *Ontario Building Code* between wells, septic systems and storm drainage systems can be adequately met. This must be to the satisfaction of the City of London and an accepted peer review as necessary. The applicant may be required to pay for the cost of a peer review of the information submitted.

478_3. They will require the approval of the Ministry of the Environment, Conservation and Parks, including certification under the appropriate section of the *Environmental Protection Act*.

485_ Solid waste treatment and processing facilities serving a plant located on the same site are permitted in the Heavy Industrial Place Type and the Waste Management Resource Recovery Area Place Type, subject to receipt of an Environmental Compliance Approval issued by the Ministry of the Environment, Conservation and Parks.

489_ Planning and development applications in the potential influence area of closed landfill sites and other sites which produce gases similar to those found in landfill areas will require a compatibility study which meets Ministry of the Environment, Conservation and Parks guidelines.

5. The Homelessness Prevention and Housing chapter of The Official Plan for the City of London is amended by deleting Policies 506 and 521 and replacing them with the following:

506_ Subject to the City Structure Plan and Residential Intensification policies in the Neighbourhoods Place Type chapter of this Plan, infill and intensification in a variety of forms, including additional residential units, will be supported to increase the supply of housing in areas where infrastructure, transit, and other public services are available and accessible.

521_ Building height and densities may be increased, in conformity with the Our Tools part of this Plan, to support the provision of affordable housing in planning and development proposals.

6. The Culturally Rich and Diverse City chapter of The Official Plan for the City of London is amended by deleting Policy 546 and replacing it with the following:

546_ Incentivize the provision of public art through the Planning and Development process.

7. The Cultural Heritage chapter of The Official Plan for the City of London is amended by deleting Policy 570_7 in its entirety, and deleting Policies 556, 557, 584 589, 596 and 618 and replacing them with the following:

Municipal Heritage Committee

556_ In accordance with the *Ontario Heritage Act*, City Council may, by by-law, establish a municipal heritage committee to advise and assist Council on cultural heritage matters. In London, the municipal heritage committee is known as the Community Advisory Committee on Planning (CACP).

The Register of Cultural Heritage Resources

557_ In accordance with the *Ontario Heritage Act*, City Council, in consultation with the Community Advisory Committee on Planning (CACP), will prepare and maintain a Register listing properties of cultural heritage value or interest. The Register may also be known as *The City of London Inventory of Heritage Resources*. In addition to identifying properties designated under the *Ontario Heritage Act*, the Register may include properties that are not designated but that Council believes to be of cultural heritage value or interest.

584_ Building height and densities may be increased, in conformity with the Our Tools part of this Plan, in support of heritage designation of a property that is of cultural heritage value or interest.

589_ A property owner may apply to alter the cultural heritage attributes of a property designated under the *Ontario Heritage Act*. The City may, pursuant to the Act, issue a permit to alter the structure. In consultation with the Community Advisory Committee on Planning, the municipality may delegate approvals for such permits to an authority.

596_ A property owner may apply to alter a property within a heritage conservation district. The City may, pursuant to the *Ontario Heritage Act*, issue a permit to alter the structure. In consultation with the Community Advisory Committee on

Planning, the City may delegate approvals for such permits to an authority.

618_ All archaeological assessments shall be provided to the Ministry of Heritage, Sport, Tourism and Culture Industries in accordance with the *Ontario Heritage Act*. The assessment report shall be provided to the City for comment to ensure that the scope is adequate and consistent with the conservation objectives of the City.

8. The Food System chapter of The Official Plan for the City of London is amended by deleting Policy 667 and replacing it with the following:

667_ The provision of publicly-accessible rooftop garden space and green roofs designed for food production or recreation will be encouraged as part of a Planning and Development Application.

9. The Green and Healthy City chapter of The Official Plan for the City of London is amended by deleting Policy 731 and replacing it with the following:

731_ Incentives may be considered that support incorporating sustainable development forms, technologies and techniques.

10. The Green Space Place Type policies of The Official Plan for the City of London are amended by deleting Policy 761_7 and replacing it with the following:

761_7. Provide for the protection of natural heritage features and areas which have been identified, studied and recognized by City Council as being of city-wide or regional significance, and/or by the Ministry of Northern Development, Mines, Natural Resources and Forestry as provincially significant.

11. The Downtown Place Type policies of The Official Plan for the City of London are amended by deleting Policies 799_3, 800_5, 802_1 and 803_1 and replacing them with the following:

799_3. Prepare design guidelines to ensure that all development contributes to a vibrant and walkable environment and enhances the city's Downtown skyline and heritage properties.

800_5. Where surface commercial parking lots have previously been established through temporary zoning and have been in place for an extended period of time, further extensions of such temporary uses will only be considered where the criteria described in the Our Tools section of the Plan have been met.

802_1. Buildings within the Downtown Place Type will be a minimum of either three storeys or nine metres in height and will not exceed 20 storeys in height. High-rise buildings up to 35 storeys, may be permitted in conformity with the Our Tools policies of this Plan.

803_1. All planning and development applications will conform with the City Design policies of this Plan, and have

regard for *Our Move Forward: London's Downtown Plan* and applicable design guidelines.

12. Specific Policies for the Downtown Place Type of The Official Plan for the City of London are amended by deleting Policies 805A and 805B and replacing them with the following:

100 Fullarton Street, 475-501 Talbot Street and 93-95 Dufferin Avenue

805A_ Within the Downtown Place Type applied to the lands located at 100 Fullarton Street, 475-501 Talbot Street and 93-95 Dufferin Avenue, a maximum height of 129 metres or up to 38 storeys may be permitted.

435-451 Ridout Street North

805B_ In the Downtown Place Type at 435-451 Ridout Street North, a maximum intensity of 40-storeys, excluding a mechanical penthouse and measured from the Ridout Street North frontage, may be permitted subject to a zoning by-law amendment.

13. Specific Policies for the Transit Village Place Type of The Official Plan for the City of London are amended by deleting Policy 822 and replacing it with the following:

1067, 1069 and 1071 Wellington Road

822_ In the Transit Village Place Type at 1067, 1069 and 1071 Wellington Road, a mixed-use development with a maximum height of 27 storeys may be permitted, to provide for affordable housing.

14. The Specific-Segment policies for the Rapid Transit and Urban Corridors Place Type of The Official Plan for the City of London are amended by deleting Policy 847_2 and replacing it with the following:

847_2. Buildings in these three Main Street segments will be a maximum of 12 storeys in height. Buildings up to 16 storeys, may be permitted in conformity with the *Our Tools* part of this Plan.

15. The Preservation policies for Rapid Transit and Urban Corridor segments of The Official Plan for the City of London are amended by adding a new policy number 849A for the Segment Goals policies, and deleting policy 1 of the Segment Goals policies and replacing it with the following:

849A_ The goals of the Preservation segments are described as follows:

1. Heritage designated properties will be protected and conserved in conformity with the Cultural Heritage policies of this Plan and in accordance with the *Ontario Heritage Act*.

16. The Transitional policies for Rapid Transit and Urban Corridor segments of The Official Plan for the City of London are amended by deleting Policy 855 and replacing it with the following:

855_ The Transitional segment policies are meant to guide development within Rapid Transit Corridors and Urban

Corridors in specific areas so that proposals that do not generally fulfill the long-term vision for these Place Types can be allowed on a transitional basis, without precluding the future redevelopment of these areas into more compact and transit-oriented mixed-use corridors.

17. Specific Policies for the Rapid Transit and Urban Corridor Place Types of The Official Plan for the City of London are amended by deleting Policies 864A and 864D and the first paragraph in Policies 867 and 869, and replacing them with the following:

809 Dundas Street

864A_ In the Rapid Transit Corridor Place Type located at 809 Dundas Street, building height of up to 24 storeys and density of up to 710 units per hectare may be permitted.

676-700 Beaverbrook Avenue and 356 Oxford Street West

864D_ In the Rapid Transit Corridor Place Type located at 676-700 Beaverbrook Avenue and 356 Oxford Street West, a maximum height of 18 storeys (62 metres) may be permitted.

867_ In addition to the above policies, the following additional policies may apply subject to the Our Tools part of this Plan:

869_ In addition to the above policies, the following additional policies may apply subject to the Our Tools part of this Plan:
18. The Shopping Area Place Type policies of The Official Plan for the City of London are amended by deleting Policy 878_2 and replacing it with the following:

878_2. Buildings within the Shopping Area Place Type will not exceed four storeys in height. Buildings up to six storeys, may be permitted in conformity with the Our Tools policies of this Plan.
19. Specific Policies for the Shopping Area Place Type of the Official Plan for the City of London are amended by deleting Policies 897 and 902A and replacing them with the following:

897_ Net density within the Mixed Use area will not exceed 100 units per hectare, on an overall basis for the Mixed Use area. Building heights will typically range from two to twelve storeys. Buildings exceeding twelve storeys may be permitted at key locations such as gateways and focal points so long as they meet the intent of these policies and associated Urban Design Guidelines.

1761 Wonderland Road North

902A_ In the Shopping Area Place Type at 1761 Wonderland Road North, a mixed-use commercial/residential apartment building up to 17 storeys may be permitted.
20. The Main Street Place Type policies of The Official Plan for the City of London are amended by deleting Policy 910_4 and replacing it with the following:

910_4. Buildings will be a minimum of either two storeys or eight metres in height and will not exceed four storeys in height. Buildings up to six storeys may be permitted in conformity with the Our Tools policies of this Plan.

21. The Neighbourhoods Place Type policies of The Official Plan for the City of London are amended by deleting Policies 936_4 and 951 and replacing them with the following:

936_4. With the exception of properties located on Civic Boulevards or Urban Thoroughfares, large amounts of onsite parking will not be permitted on properties within the Neighbourhoods Place Type to accommodate the parking requirements of mixed-use buildings. Front yard parking will not be permitted on properties fronting a Neighbourhood Street or Neighbourhood Connector. The City Design policies of this Plan will provide direction for parking for other locations within the Neighbourhoods Place Type. On-street parking may be permitted to address parking requirements where it is demonstrated that there is capacity for such parking and it is appropriate and permitted.

Scoped Site Plan Approval Process

951_ The standard site plan approval process shall apply to intensification projects that will result in three or more residential units. However, for intensification proposals that will result in less than three residential units, and for additional residential units in accessory structures that are subject to site plan approval, a scoped site plan approval process may apply as follows:

22. Specific Policies for the Neighbourhoods Place Type of The Official Plan for the City of London are amended by deleting Policies 1058A and 1074 in its entirety; adding new policies 1057C, 1068A and 1070F as follows; and deleting Policies 988, 995_1, 995_2, 997, 1004, 1006, 1007, 1038, 1038C, 1039A, 1052, 1053, 1056, 1058, 1060, 1062A_3, 1067B and 1070C_4 and the first paragraph in Policies 1069, 1069A and 1072 and replacing them with the following:

988_ Consideration shall be given to alternative development standards, where urban design guidelines have been approved by City Council, and associated zoning regulations for small groupings of multiple-attached dwellings, such as street townhouses, and mix of residential dwelling types along Neighbourhood Street and Neighbourhood Connector frontages provided on-street parking and other zoning requirements are achieved. The intent is to achieve a mix of residential uses along the streetscape. Consideration will be given to incorporating gateway street amenities, such as street furnishings, vegetation and landscaping, benches, cycling paths, signs and banners where possible.

995_1. Normally heights will not exceed four storeys. In some instances, heights may be permitted to exceed this limit, if determined through a planning and development process to be appropriate subject to a site-specific zoning by-law amendment and/or the Our Tools part of this Plan.

995_2. Residential development will not exceed an approximate net density of 75 units per hectare. Exceptions to the density limit may be made without amendment to this

Plan for developments which are designed and occupied for senior citizens' housing, in conformity with the Our Tools part of this Plan.

997_ The primary permitted uses shall be in conformity with the Neighbourhoods Place Type. Permitted uses may be mixed along the Neighbourhood Street and Neighbourhood Connector frontages. Small groupings of multiple-attached dwellings, such as street townhouses, may be permitted along a residential streetscape in conformity with the intensity and height limitations of the Neighbourhoods Place Type policies of this Plan. Zoning on individual sites may not allow for the full range of permitted uses.

High Density Residential Overlay (From 1989 Official Plan)

1004_ The lands located at the most southwestern extent of the Old Victoria community, including the High Density Residential Overlay (from 1989 Official Plan) as identified on Map 2, may be served by a private street or a public Neighbourhood Street having direct access to Commissioners Road East. The exact location of the intersection of the private street or public street, and Commissioners Road East shall be determined at the detailed subdivision, zoning and site plan approval stages. Development of the subject lands may provide for connection to the lands to the west, thereby providing a second access.

Town Centre

1006_ The intersection of Commissioners Road East and Sheffield Boulevard will provide an identifiable centre and gateway for the westerly area of the Old Victoria community. This Town Centre, comprising the High Density Residential Overlay (from 1989 Official Plan) as identified on Map 2, will develop as a mixed-use area with no more than 1,000 to 2,000m² of ground floor commercial retail space in buildings that are generally two storeys or more. A public square and enhanced site and architectural design together with substantial landscaping will produce an identifiable and pleasing focus and west gateway to the Old Victoria community. Consideration will be given to the use of innovative zoning approaches in order to implement the mixed-use intent and principles of the Town Centre.

Neighbourhood Connector

1007_ The Neighbourhood Connector through the Old Victoria community is to be designed as a residential street with direct access for adjacent land uses and on-street parking. Its intersections with Commissioners and Hamilton Roads shall be spaced strategically to preserve function and safety. The west portion of the Neighbourhood Connector shall gently curve and extend northerly to a roundabout, to facilitate a visual terminus of the heritage farm residence along local street development. Specific street design and intersection locations shall be studied in detail at the subdivision and zoning stage with respect to potential alternatives to City standard street widths, design and cross-sections. Consideration is to be given to alternatives that strengthen the community vision such as on-street parking, widened sidewalks, and outdoor patio opportunities at Town Centre locations, reduced building setbacks, reduced street

widths, alternative utility servicing, medians with planting strips, reduced design speeds, rear lanes, etc.

1038_ The lands in the Neighbourhoods Place Type within the block bounded by Richmond Street, Central Avenue, Wellington Street and Hyman Street may be developed for a greater density and range of uses consistent with the form of development that has already occurred within this area. The maximum density for residential development shall be 100 units per hectare. Exceptions to the density limit may be made without amendment to the Plan for developments in conformity with the Our Tools part of this Plan. Offices will be a main permitted use in this area in the form of office conversions, freestanding office buildings and office-apartment buildings. A type of development which is similar in scale and design features to that existing in the area and the retention of existing structures including their heritage features shall be encouraged.

175-199 Ann Street and 84-86 St. George Street

1038C_ In the Neighbourhoods Place Type at 175-199 Ann Street and 84-86 St. George Street, the lands located within the High Density Residential Overlay (from 1989 Official Plan) are appropriate for a greater intensity of development. Heights in excess of 12 storeys may be permitted on these lands, where the Evaluation Criteria for Planning and Development Applications policies of this Plan can be met. Development along the St. George Street frontage will include a significant step back to provide a low-rise character that is consistent with the streetscape.

633, 635, 637, 645, 649, 651 and 655 Base Line Road East

1039A_ In the Neighbourhoods Place Type at 633, 635, 637, 645, 649, 651 and 655 Base Line Road East, the proposed continuum of care facility may have a building height of 8 storeys (38.5m).

1052_ A maximum building height of approximately 14 storeys (45m) shall be permitted provided the development is consistent with the City Design chapter of this Plan and the urban design objectives of City Council as determined through the zoning by-law amendment process. Building height and densities may be increased, in conformity with the Our Tools part of this Plan, through enhanced design.

1053_ 1960 Dalmagarry Road and 705 Freeport Street may be developed, in conjunction with the provisions for stepping-down the building height, for a multi-storey apartment building or multi-storey buildings which have a high degree of design and compatibility with the surrounding land use(s). A maximum building height of approximately six storeys (20 m) may be permitted provided the development is consistent with the City Design chapter of this Plan and the urban design objectives of City Council as determined through the zoning bylaw amendment process. Building height and densities may be increased, in conformity with the Our Tools part of this Plan, through enhanced design.

1056_ Access to 1960 Dalmagarry Road will be from Dalmagarry Road only and through internal driveways. Access to 705 Freeport Street will be from Freeport Street. Access to high-rise apartment

buildings on located at 669 Freeport Street will not be permitted to Freeport Street or Fanshawe Park Road West in order to limit the impact of increased traffic on the neighbourhood street and to maintain traffic flow on the urban thoroughfare street network.

18 Elm Street

1057C_ In the Neighbourhoods Place Type at 18 Elm Street, a mixed-use apartment building with community uses at grade may be permitted. The mixed-use apartment building permitted may be up to 4 storeys in height.

1058_ In the Neighbourhoods Place Type at 1156 Dundas Street the following specific policy applies to lands north of the original McCormick Factory building and south of the extension of Gleeson Street. Notwithstanding the height and density maximums identified in the Neighbourhoods Place Type policies and the policies of the McCormick Area Secondary Plan, a maximum total density of up to 125 units per hectares may be permitted, subject to the Residential Intensification policies in the Neighbourhoods Place Type chapter of this Plan, the Urban Design Principles in the McCormick Area Secondary Plan, and the Urban Design Guidelines for the McCormick Factory Site.

545 Fanshawe Park Road West

1060_ Within the High Density Residential Overlay (from 1989 Official Plan), for the lands at 545 Fanshawe Park Road West, a site-specific zone may be permitted for a height in excess of 12 storeys and a density in excess of 150 units per hectares subject to the evaluation criteria for Planning and Development Applications.

1062A_3. A compatibility study has demonstrated that Ministry of the Environment, Conservation and Parks D-6 Guidelines: Compatibility Between Industrial Facilities and Sensitive Land Uses can be met, or mitigative measures provided, to the satisfaction of the City of London.

415 Oxford Street West

1067B_ In the Neighbourhoods Place Type located at 415 Oxford Street West, a broad range of residential dwelling types including townhouses, stacked townhouses, back-to-back stacked townhouses, and apartment buildings are permitted. Residential buildings with a maximum height of 8 storeys may be permitted within 150 metres of the Oxford Street West right-of-way. Buildings within 150 metres of the Oxford Street right-of-way shall have their primary entrances and orientation toward Oxford Street West. Buildings up to a maximum of 12 storeys may be permitted within 150 metres of the Oxford Street West right-of-way where the site plan and building design mitigate the impacts of the additional height in conformity with the Our Tools part of this Plan. Beyond 150 metres from the Oxford Street West right-of-way in the Neighbourhoods Place Type, townhouses, stacked townhouses, and back-to-back stacked townhouses with a maximum height of 4 storeys are permitted.

Hamilton Road Main Street Area

1068A_ In the Neighbourhoods Place Type located at 90-92, 111-113 Rectory Street, 821-871 Stedwell Street, 75-81

Chesley Avenue, 86 Anderson Avenue, 119 Smith Street, 63-69 Sackville Street, 898-914 Trafalgar Street, 961-983 Ormsby Street, 217-227 Egerton Street, the uses, intensity and form permitted in the Main Street Place Type may be permitted if the property is combined with a property fronting Hamilton Road.

1069_ For the property located at 2118 Richmond Street, buildings with a maximum height of up to ten storeys and a maximum density of up to 123 units per hectare may be permitted subject to the following:

1069A_ In the Neighbourhoods Place Type applied to the lands located at 2300 Richmond Street within the area bounded by Richmond Street to the west and the limit of Green Space Place Type to the north, east and south, a maximum height of 8 storeys and 320 dwelling units may be permitted, subject to the following conditions:

1070C_4. Maximum Building heights will be limited to four storeys, and zoning by-law amendments for additional height will not be permitted. Minimum heights of one storey may be permitted.

Old Victoria Hospital Land

1070F_ In the Neighbourhoods Place Type at 370 South Street and 124 Colborne Street, Policies 1709_3, 4 and 5 shall not apply to vacant land condominiums on those lands.

1072_ In addition to the above policies, the following policies may apply subject to the Our Tools part of this Plan:

23. The Institutional Place Type policies of The Official Plan for the City of London are amended by deleting Policy 1086_1 and replacing it with the following:

1086_1. Buildings within the Institutional Place Type will be a minimum of either two storeys or eight metres in height and will not exceed 12 storeys in height. Buildings up to 15 storeys, may be permitted in conformity with the Our Tools policies of this Plan.

24. Specific Policies for the Institutional Place Type of The Official Plan for the City of London are amended by deleting Policy 1101A and replacing it with the following:

754-760 Base Line Road East

1101A_ At 754-760 Base Line Road East, in addition to the permitted uses of the Institutional Place Type and the Baseline Office Area Specific Policy Area, residential uses that are not accessory to an institutional use may be permitted in the form of a low rise apartment building up to a maximum height of 4 storeys and a maximum density of 75 units per hectare. Development above 75 units per hectare, up to a maximum of 165 units per hectare may only be permitted subject to a site-specific zoning by-law amendment where the site and building design mitigates the impacts of the additional height and/or density in conformity with the Our Tools part of this Plan. Enhanced landscaped open space should be incorporated in the site design to provide amenity areas for the increased number of dwelling units.

25. The Industrial Place Type policies of The Official Plan for the City of London are amended by deleting Policies 1114_10c, 10g and 10h, 1115_12c and 1120 and replacing them with the following:

1114_10c. Waste disposal sites and transfer stations, subject to meeting the requirements of the Ministry of the Environment, Conservation and Parks and other ministries in accordance with all relevant legislation, policies and guidelines.

1114_10g. Solid waste treatment and processing facilities serving a plant on the same site are permitted in the Heavy Industrial Place Type, subject to receipt of an Environmental Compliance Approval issued by the Ministry of the Environment, Conservation and Parks.

1114_10h. Waste transfer stations or storage areas, and facilities for storing hazardous waste will be permitted only on lands in the Heavy Industrial Place Type and lands within the Waste Management Resource Recovery Area Place Type. They will require an amendment to the *Zoning By-law* and also require the approval of the Ministry of the Environment, Conservation and Parks, including certification under the *Environmental Protection Act*. They will be planned, designed, operated, and maintained in such a way as to promote compatibility with adjacent, existing and future land uses, and to minimize any adverse impacts on the natural environment and surrounding area.

1115_12c. The outdoor patio capacity, location with respect to residential uses, outdoor lighting, loading, and parking criteria outlined in the *Zoning By-law* are addressed.

1120_ Composting and recycling facilities are preferred within the Heavy Industrial Place Type and the Waste Management Resource Recovery Area, but may also be permitted within the Light Industrial Place Type where appropriate. The location of composting facilities and recycling facilities will require an amendment to the *Zoning By-law*. If the proposed operation requires an Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks, such Approval shall be applied for concurrent with the application for a zoning by-law amendment such that the public process and City Council consideration will have the opportunity of providing input into the conditions of the Environmental Compliance Approval. Final reading of the zoning by-law amendment will be withheld or a holding provision may be applied to require the Environmental Compliance Approval process as a pre-condition. Such facilities must be planned, designed, operated and maintained in such a way as to promote compatibility with adjacent, existing and future land uses, and to minimize any adverse impacts on the natural environment.

26. Specific Policies for the Industrial Place Type of The Official Plan for the City of London are amended by moving Policy 1131 right after the heading "Light Industrial Specific Policies", and deleting Policy 1139 and replacing it with the following:

1139_ All uses adding, emitting, or discharging a contaminant into the natural environment that are required to obtain an Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks as required by the *Environmental Protection Act* and associated regulations are not permitted. Uses permitted in this category will also be required to comply with additional requirements as set out in this section of the Plan and in the City of London's *Waste Discharge By-law*.

27. The Future Growth Place Type policies of The Official Plan for the City of London are amended by deleting Policy 1158 and replacing it with the following:

Future Community Growth Place Type

1158_ The Future Community Growth Place Type will be applied where there is an expectation that non-Industrial Place Types will be established. While this will likely include the Neighbourhoods Place Type, it may also support the application of many other place types such as Urban Corridor, Shopping Area, Institutional, and Green Space.

28. The Farmland Place Type policies for The Official Plan for the City of London are amended by deleting Policies 1193, 1221_4, 1226_3 and 1230_3 and replacing it with the following:

1193_ A severance to create a new residential lot outside the Urban Growth Boundary in the Farmland Place Type will not be permitted, except in conformity with the Surplus Farm Dwellings policies in the Agricultural Land Consent section of this chapter.

1221_4. Encourage property owners to make use of programs and services provided by the Ministry of Northern Development, Mines, Natural Resources and Forestry and the conservation authorities for the management of forests and woodlots.

1226_3. As a condition of consent being granted, the applicant shall demonstrate that an adequate supply of potable water that meets the requirements of the *Ontario Drinking Water Standards* can be provided to the proposed lot(s), and that there will be no impacts on adjacent properties that are serviced by private water wells. The applicant shall also demonstrate that the development of private on-site waste water systems and private stormwater systems on the proposed lot(s) will not have an adverse impact on existing area properties serviced by private water wells. The reporting must meet the requirements of the Ministry of the Environment, Conservation and Parks *Procedure D-5 Technical Guidelines for Private Wells: Water Supply Assessment*. A peer review by a qualified professional of this report may be required, at the applicant's expense.

1230_3. The dwelling lot cannot be severed if it is part of the farm cluster. The farm cluster is the grouping of buildings and structures on the farm unit that would include the principal farm residence and any secondary farm dwelling unit and farm-related buildings and structures.

29. The Rural Neighbourhoods Place Type policies of The Official Plan for the City of London are amended by deleting Policies 1242_2 and 1243 and replacing them with the following:

1242_2. Additional residential unit.

Residential Use

1243_ Within the Rural Neighbourhoods Place Types shown on Map 1 – Place Types, the primary use of land will be single detached dwellings on lots suitably sized to allow for the proper siting and functioning of individual on-site water supply and wastewater treatment systems. Additional residential units may be permitted subject to the ability of existing services to accommodate the proposed use.

30. The Waste Management Resource Recovery Area policies of The Official Plan for the City of London are amended by deleting the “Ministry of the Environment and Climate Change” reference and replacing it with “Ministry of Environment, Conservation and Parks” in Policies 1268_3, 1284 and 1287.

31. The Natural Heritage chapter of The Official Plan for the City of London is amended by deleting the “Ministry of Natural Resources and Forestry” reference and replacing it with “Ministry of Northern Development, Mines, Natural Resources and Forestry” in Policies 1323, 1325, 1327_1, 1332, 1333, 1335, 1341, 1354, 1387, 1394 and 1408_5; and deleting Policies 1340, 1342, 1350_2, 1367, 1369, 1370, 1414 and 1431 and replacing them with the following:

1340_ A woodland will be considered significant if it achieves a minimum of one High or five Medium criteria scores as determined by application of the *Environmental Management Guidelines*. A significant woodland will be included in the Green Space Place Type on Map 1 and identified as significant woodlands on Map 5.

1342_ Woodlands that are determined to be ecologically significant on the basis of the criteria in this Plan and the application of the *Environmental Management Guidelines* will be included in the Green Space Place Type on Map 1 and identified as significant woodlands on Map 5.

1350_2. The minimum width of significant valleylands will generally be comprised of 30 metres on each side of the watercourse measured from the high water mark. The ultimate width of a corridor will be established on a case-by-case basis to address the impacts of the adjacent development and the sensitivity of the features and functions through the application of the *Environmental Management Guidelines*, as part of an environmental impact study and/or subject lands status report approved by the City. The City may also consider technical and/ or scientific documents that reflect improvement in scientific knowledge regarding natural features.

1367_ Environmentally significant areas (ESAs) are large areas that contain natural features and perform ecological functions that warrant their retention in a natural state. Environmentally significant areas are large features of the

Natural Heritage System, often represented by a complex of wetlands, woodlands, significant wildlife habitat or valleylands. Wetlands, areas of natural and scientific interest and species at risk will be identified and evaluated in accordance with provincial requirements. While environmentally significant areas are protected by their inclusion in the Green Space Place Type, additional measures to provide for their protection, management and utilization are considered necessary, and may include the preparation of conservation master plans. Environmentally significant areas are delineated through the application of the *Environmental Management Guidelines* and through the application of provincial guidelines.

1369_ Certain lands adjacent to these recognized environmentally significant areas may have potential for inclusion in the environmentally significant area if warranted on the basis of site-specific evaluation, including the application of the *Environmental Management Guidelines* that shall be undertaken in conjunction with secondary plans, subject lands status reports, or environmental impact studies associated with a development application.

1370_ To assist in the consideration of proposals to recognize environmentally significant areas in The Official Plan, City Council may request the submission of detailed supporting information from any agency, individual or group proposing the recognition of a candidate area. The evaluation criteria contained in the following policy will be used, together with more detailed criteria and application of the *Environmental Management Guidelines*, to recognize environmentally significant areas in this Plan.

1414_ The location, width, composition and use of ecological buffers necessary to protect natural heritage areas from the impacts of development on adjacent lands will be specified through application of the *Environmental Management Guidelines* as part of an approved secondary plan and/or an environmental impact study. The City may also consider technical and/ or scientific documents that reflect improvements in scientific knowledge regarding natural features

1431_ Environmental impact studies are required to determine whether, or the extent to which, development may be permitted in areas within, or adjacent to, specific components of the Natural Heritage System. They will confirm or refine the boundaries of components of the Natural Heritage System, and will include conditions to ensure that development does not negatively impact the natural features and ecological functions for which the area is identified in accordance with the *Environmental Management Guidelines*.

32. The Natural Resources chapter of The Official Plan for the City of London is amended by deleting the “Ministry of Natural resources and Forestry” reference and replacing it with “Ministry of Northern Development, Mines, Natural Resources and Forestry” in Policies 1539, 1540, 1541, 1542_1 and 1542_3; and deleting the “Ministry of Environment and Climate Change” reference and replacing it with “Ministry of Environment, Conservation and Parks” in Policies 1542_1 and 1542_3.

33. The Our Tool part of The Official Plan for the City of London is amended by deleting Policies 1709A and 1719_4, 5, 6, 7 and 8 in its entirety, and deleting Policies 1627_1 and 1683_4 and replacing them with the following:
- 1627_1. A parcel of land subject to a planning application is surrounded by a limited number of large parcels that effectively comprise the entire circulation area (e.g. Institutional, Green Space, Industrial, Farmland).
- 1683_4. Projects where zoning has been applied for additional height or density.
34. The Glossary of The Official Plan for the City of London is amended by deleting the “Group Home”, “Secondary dwelling unit”, “Built-Area Boundary”, “Ministry of the Environment and Climate Change D-series Guidelines” and “Wildland Fire Assessment and Mitigation Standards” definitions in its entirety and replacing them with the following:
- Additional residential unit** means self-contained residential units with kitchen and bathroom facilities within dwellings or within accessory structures as defined in the Additional Residential Unit policies of this Plan.
- Built-Area Boundary** describes the built area of the City as of 2016. The City Structure Plan shows the Built-Area Boundary. The Built-Area Boundary is fixed in time for the purposes of implementing and monitoring the City’s target for intensification. Residential development occurring within the Built-Area Boundary will be considered as intensification for the purposes of meeting the City’s intensification target.
- Group Home** means a residence licensed or funded under a federal or provincial statute for the accommodation of three to ten persons, exclusive of staff, living under supervision in a single housekeeping unit and who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well-being. A group home may include youth on probation under federal or provincial statute.
- Ministry of the Environment, Conservation and Parks D-series Guidelines** are a series of guidelines that are to be applied in the land use planning process to avoid and mitigate land use planning conflicts.
- Wildland Fire Assessment and Mitigation Standards** means the combination of risk assessment tools and environmentally appropriate mitigation measures identified by the Ministry of Northern Development, Mines, Natural Resources and Forestry to be incorporated into the design, construction and/or modification of buildings, structures, properties and/or communities to reduce the risk to public safety, infrastructure and property from wildland fire.
35. Table 10 of The Official Plan for the City of London is amended by deleting “Secondary suites” and replacing it with “Additional residential units”.
36. Map 1 – Place Types, of The Official Plan is amended as indicated on “Schedule 1” attached hereto, by:

- 1) Changing the lands at 1577 and 1687 Wilton Grove Road from Future Industrial Growth Place Type and Environmental Review Place Type to Light Industrial and Green Space Place.
- 2) Changing the lands at 1176, 1200 and 1230 Hyde Park Road from Green Space Place Type to Neighbourhoods Place Type.
- 3) Changing the lands at 3334 and 3354 Wonderland Road South from Neighbourhoods Place Type to Shopping Area Place Type.
- 4) Adding a Rural Connector identified as Scotland Drive.
- 5) Changing the lands at 3130 Dingman Drive from Shopping Area Place Type to Green Space Place Type.
- 6) Changing the Blackwell Park and 1200 Blackwell Boulevard from Neighbourhoods Place Type to Green Space Place Type.
- 7) Changing the Byron View Park from Neighbourhoods Place Type to Green Space Place Type.
- 8) Changing the Campbell Woods from Neighbourhoods Place Type to Green Space Place Type.
- 9) Changing the Carriage Hill Park from Neighbourhoods Place Type to Green Space Place Type.
- 10) Changing the Clara Brenton Woods from Neighbourhoods Place Type to Green Space Place Type.
- 11) Changing the Clayton Walk Park from Neighbourhoods Place Type to Green Space Place Type.
- 12) Changing the Dragon Fly Woods from Future Industrial Growth Place Type to Green Space Place Type.
- 13) Changing the Edgevalley Park, Drew Park, and 289 Edgevalley Road from Neighbourhoods Place Type to Green Space Place Type.
- 14) Changing the Exmouth Circle Open Space and Marconi Blvd Open Space from Neighbourhoods Place Type to Green Space Place Type.
- 15) Changing the Farnborough Park from Neighbourhoods Place Type to Green Space Place Type.
- 16) Changing the southeast corner of Fountain Grass Drive and Upper West Avenue from Green Space Place Type to Neighbourhoods Place Type, and the lands at 1540 Upper West Avenue from Neighbourhoods Place Type to Green Space Place Type.
- 17) Changing the Foxwood SWM Park from Neighbourhoods Place Type to Green Space Place Type.
- 18) Changing the Graham Place Type Stormwater Management Facility from Neighbourhoods Place Type to Green Space Place Type.

- 19) Changing the Grand Oak Park from Neighbourhoods Place Type to Green Space Place Type.
- 20) Changing the Hickory Woods from Neighbourhoods Place Type to Green Space Place Type.
- 21) Changing the Lambeth Optimist Park from Neighbourhoods Place Type to Green Space Place Type.
- 22) Changing the Middleton Park and Middleton SWM Park from Neighbourhoods Place Type to Green Space Place Type.
- 23) Changing the Morgan Park from Neighbourhoods Place Type to Green Space Place Type and the Pincombe Drain Park South from Shopping Area Place Type to Green Space Place Type.
- 24) Changing the Murray-Marr SWM Park from Institutional Place Type to Green Space Place Type.
- 25) Changing the North London Athletic Fields from Neighbourhoods Place Type to Green Space Place Type.
- 26) Changing the Pebblecreek Park East and South from Neighbourhoods Place Type to Green Space Place Type.
- 27) Changing the Pibline Park from Neighbourhoods Place Type to Green Space Place Type.
- 28) Changing the Riverbend Park from Neighbourhoods Place Type to Green Space Place Type.
- 29) Changing the Riverbend SWMF West from Neighbourhoods Place Type to Green Space Place Type.
- 30) Changing the Riverside Woods and Riverside Woods West from Neighbourhoods Place Type to Green Space Place Type.
- 31) Changing the Silverleaf SWM Park from Neighbourhoods Place Type to Green Space Place Type.
- 32) Changing the Stanton Meadows (Hyde Park SWMF #5) Park from Neighbourhoods Place Type to Green Space Place Type.
- 33) Changing the Stoney Creek Meadow Marsh from Neighbourhoods Place Type to Green Space Place Type.
- 34) Changing the Stronach Park from Neighbourhoods Place Type to Green Space Place Type.
- 35) Changing the Sunningdale SWM Park from Neighbourhoods Place Type to Green Space Place Type.
- 36) Changing the Vauxhall Park and St. Julien Park from Neighbourhoods Place Type to Green Space Place Type.
- 37) Changing the Vimy Ridge Park from Neighbourhoods Place Type to Green Space Place Type.
- 38) Changing the White Oak Rd Open Space from Light Industrial Place Type to Green Space Place Type.

- 39) Adding Neighbourhood Connectors at southeast corner of Commissioner Road East and Jackson Road.
- 40) Removing a Neighbourhood Connector identified as Oriole Drive.
- 41) Removing a Neighbourhood Connector identified as Concept Drive east of Innovation Drive.
- 42) Realigning Kains Road with the built subdivision road alignment.
- 43) Removing a Neighbourhood Connector identified as Maynard Patterson Boulevard in its entirety.
- 44) Realigning the intersection of Trafalgar Street and Hale Street with the roundabout road.
- 45) Extending a Neighbourhood Connector identified as Savoy Street.
- 46) Adding a Neighbourhood Connector identified as Superior Drive at east of Adelaide Street.
- 47) Extending a street identified as Sharon Road to Murray Road.

37. Map 3 – Street Classifications, of The Official Plan for the City of London is amended as indicated on “Schedule 2” attached hereto, by:

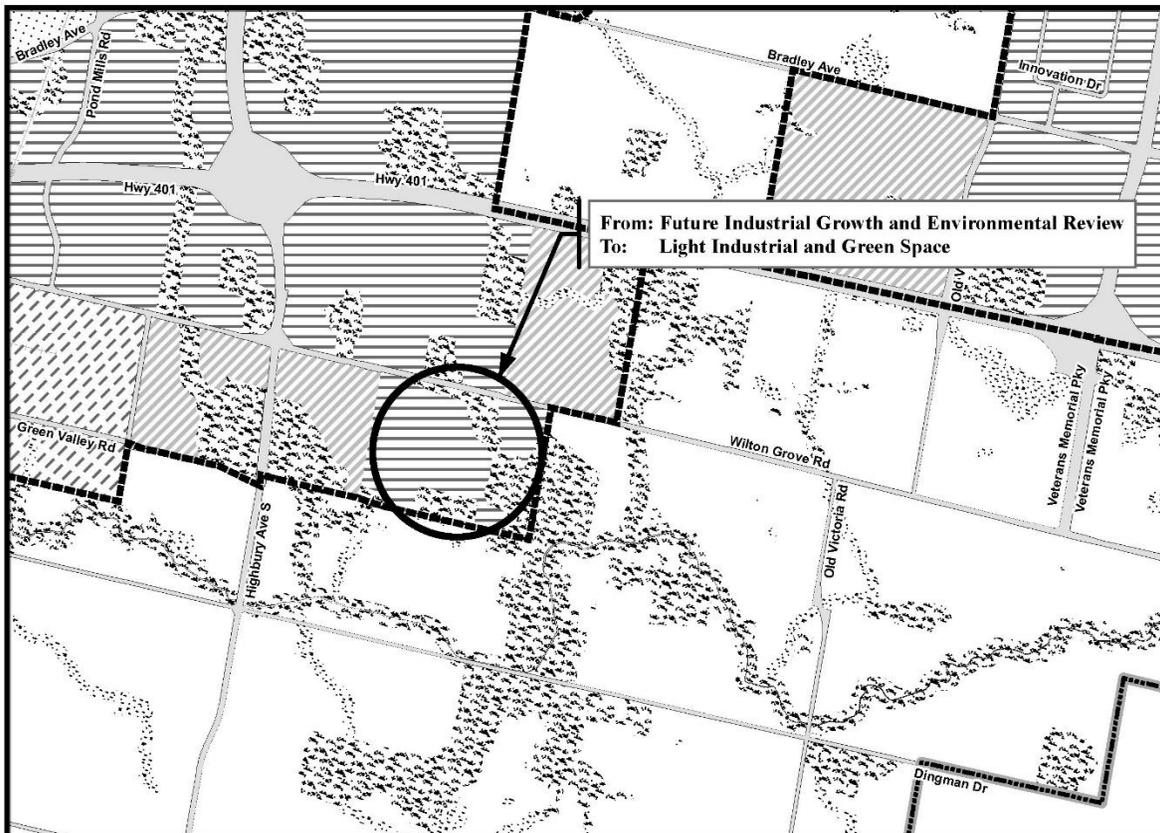
- 1) Adding Neighbourhood Connectors at southeast corner of Commissioner Road East and Jackson Road.
- 2) Removing a Neighbourhood Connector identified as Oriole Drive.
- 3) Removing a Neighbourhood Connector identified as Concept Drive east of Innovation Drive.
- 4) Realigning a Neighbourhood Connector identified as Kains Road.
- 5) Removing a Neighbourhood Connector identified as Maynard Patterson Boulevard in its entirety.
- 6) Realigning the intersection of Trafalgar Street and Hale Street with the roundabout road.
- 7) Extending a Neighbourhood Connector identified as Savoy Street.
- 8) Extending a Neighbourhood Connector identified as Superior Drive to east of Adelaide Street.
- 9) Adding a Rural Thoroughfare connecting Sharon Road and Murray Road.
- 10) Extending a Rural Connector identified as Pack Road to east of Westdel Borne.
- 11) Adding a Neighbourhood Connector east of Highbury Avenue North.

- 12) Changing Hubrey Road from Neighbourhood Street to Neighbourhood Connector.
 - 13) Extending a Civic Boulevard identified as Exeter Road to east of Bessemer Road.
38. Map 5 – Natural Heritage, of The Official Plan for the City of London is amended as indicated on “Schedule 3” attached hereto, by:
- 1) Realigning the Woodland boundary in the Old Victoria Hospital area.
 - 2) Removing the Valleylands and Unevaluated Wetlands at 15880 Robin’s Hill Road.
 - 3) Realigning the boundaries of the Environmentally Significant Area and Provincially Significant Wetlands, removing a Potential Naturalization Area, and adding a Potential Naturalization Area at the lands located at 1577 and 1687 Wilton Grove Road.
39. Map 7 – Specific Policy Areas, of The Official Plan for the City of London is amended as indicated on “Schedule 4” attached hereto, by:
- 1) Removing Specific Policy Area #79 in its entirety.
 - 2) Changing the boundary of Specific Policy Area #30.
 - 3) Changing the boundary of Specific Policy Area #31.
 - 4) Adding a new specific policy area for the lands located at 240 Waterloo Street and 358 Horton Street East.
 - 5) Adding a new specific policy area for Beaufort/Irwin/Gunn/Saunby (BIGS) Neighbourhood Secondary Plan.
 - 6) Adding a new specific policy area for the lands located at 21 Wharncliffe Road South.
 - 7) Adding a new specific policy area for the lands located at 1577 and 1687 Wilton Grove Road.
 - 8) Adding a new specific policy area for the lands located at 1448 Adelaide Street North.
 - 9) Adding a new specific policy area for the lands located at 633, 635, 637, 645, 649, 651 and 655 Base Line Road East.
 - 10) Adding a new specific policy area for the lands located at 100, 335 and 353 Kellogg Lane, 1063, 1080, 1097 and 1127 Dundas Street, and 1151 York Street.
 - 11) Adding a new specific policy area for the lands located at 379 Sunningdale Road West.
 - 12) Adding a new specific policy area for the Brydges Street Area.
 - 13) Adding a new specific policy area for the lands located at 2150 Oxford Street East.

- 14) Adding a new specific policy area for the lands located at 1176, 1200 and 1230 Hyde Park Road.
 - 15) Adding a new specific policy area for the lands located at 335-385 Saskatoon Street.
 - 16) Adding a new specific policy area for the lands located at 340-390 Saskatoon Street.
 - 17) Adding a new specific policy area for the lands located at 585 Third Street.
 - 18) Adding a new specific policy area for the lands located at 676-700 Beaverbrook Avenue and 356 Oxford Street.
 - 19) Adding a new specific policy area for the Hamilton Road Main Street Area.
 - 20) Changing Specific Policy Area #15 in the list of Specific Policy Areas by adding "and 825 Proudfoot Lane" at the end.
40. Figure 14 of The Official Plan for the City of London is amended as indicated on Schedule 5 attached hereto by re-aligning the rapid transit routes to align with the approved routes.
 41. Figure 17 of The Official Plan for the City of London is amended as indicated on Schedule 6 attached hereto by adding a layer feature that shows the Thames Valley corridor.
 42. Figure 20 of The Official Plan for the City of London is amended as indicated on Schedule 7 attached hereto by re-aligning the rapid transit routes to align with the approved routes.

SCHEDULE 1

AMENDMENT NO:



From: Future Industrial Growth and Environmental Review
To: Light Industrial and Green Space

Legend

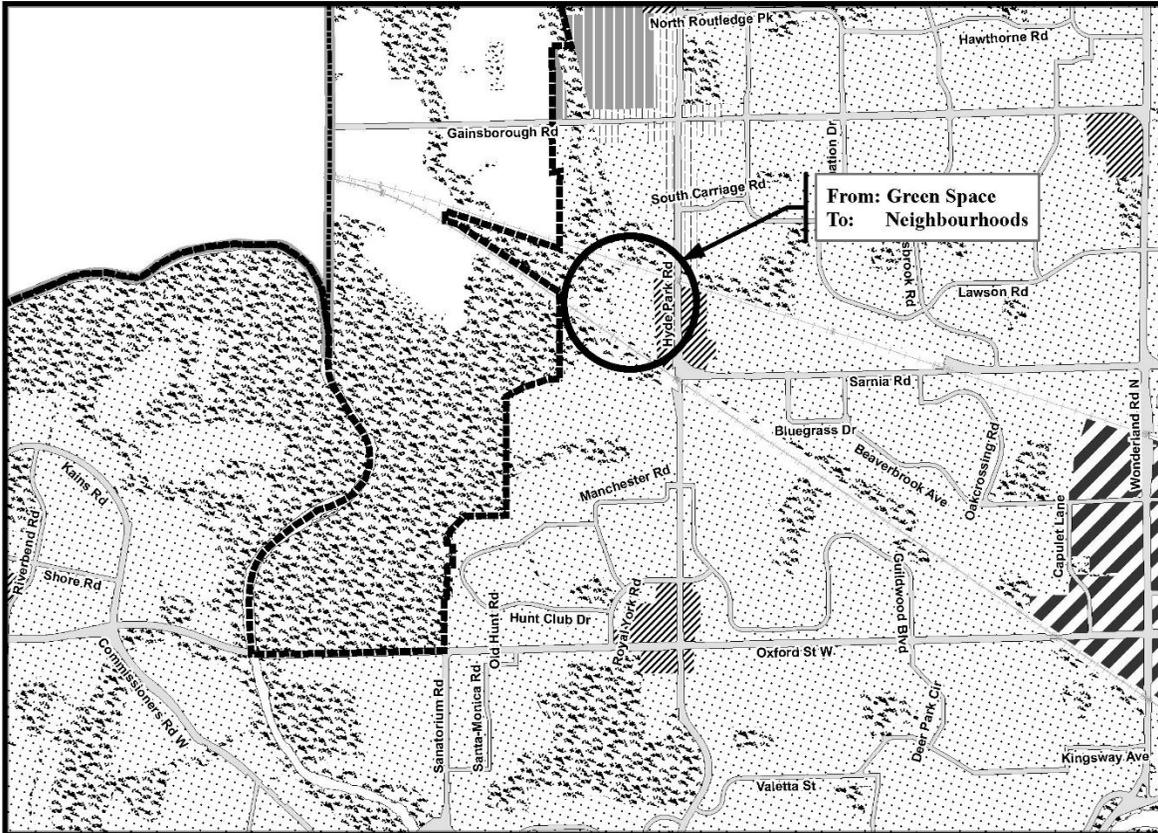
- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

OPA to 1989 Official Plan: OPA 650 (File Number: OZ-8667)

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-1 TO OFFICIAL AMENDMENT NO. ____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center">Scale 1:30,000</p> <p align="center">Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/3/2023</p>
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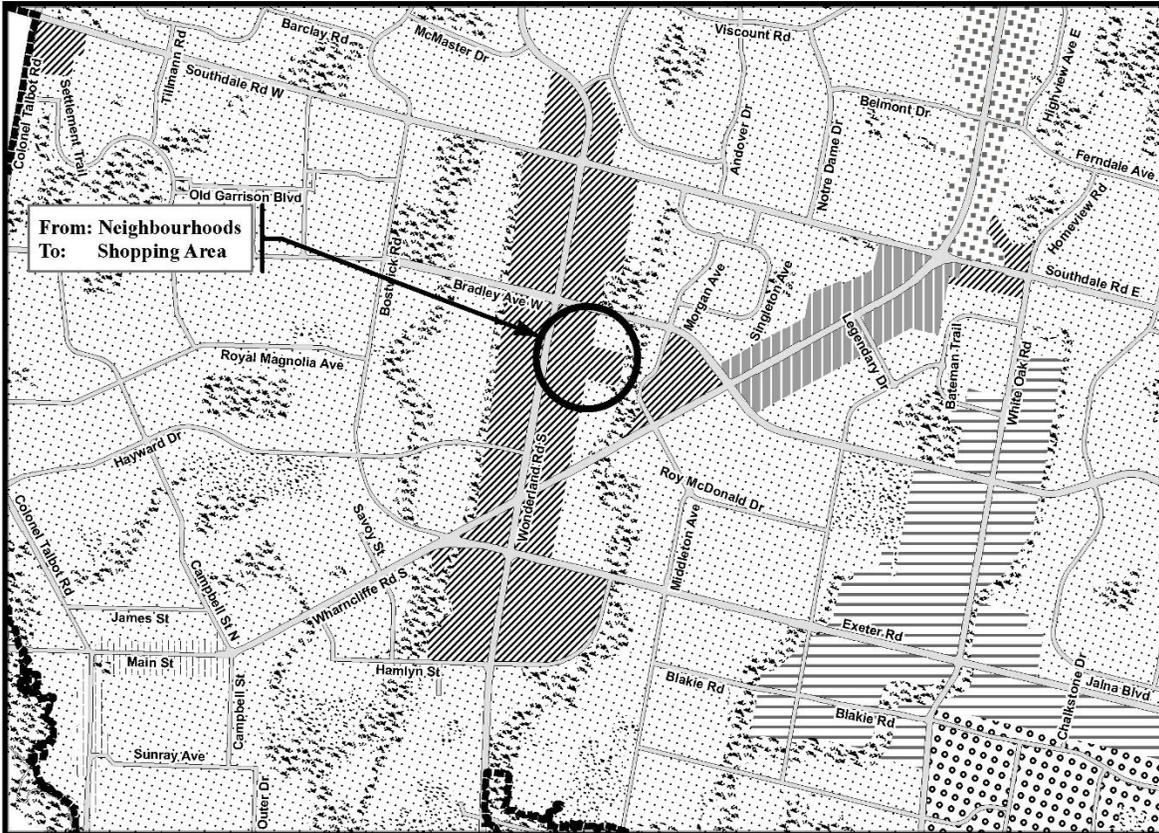
- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

OPA to 1989 Official Plan: OPA 672 (File Number: O-8822)

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-2 TO</p> <p>OFFICIAL AMENDMENT NO. ____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/3/2023</p>
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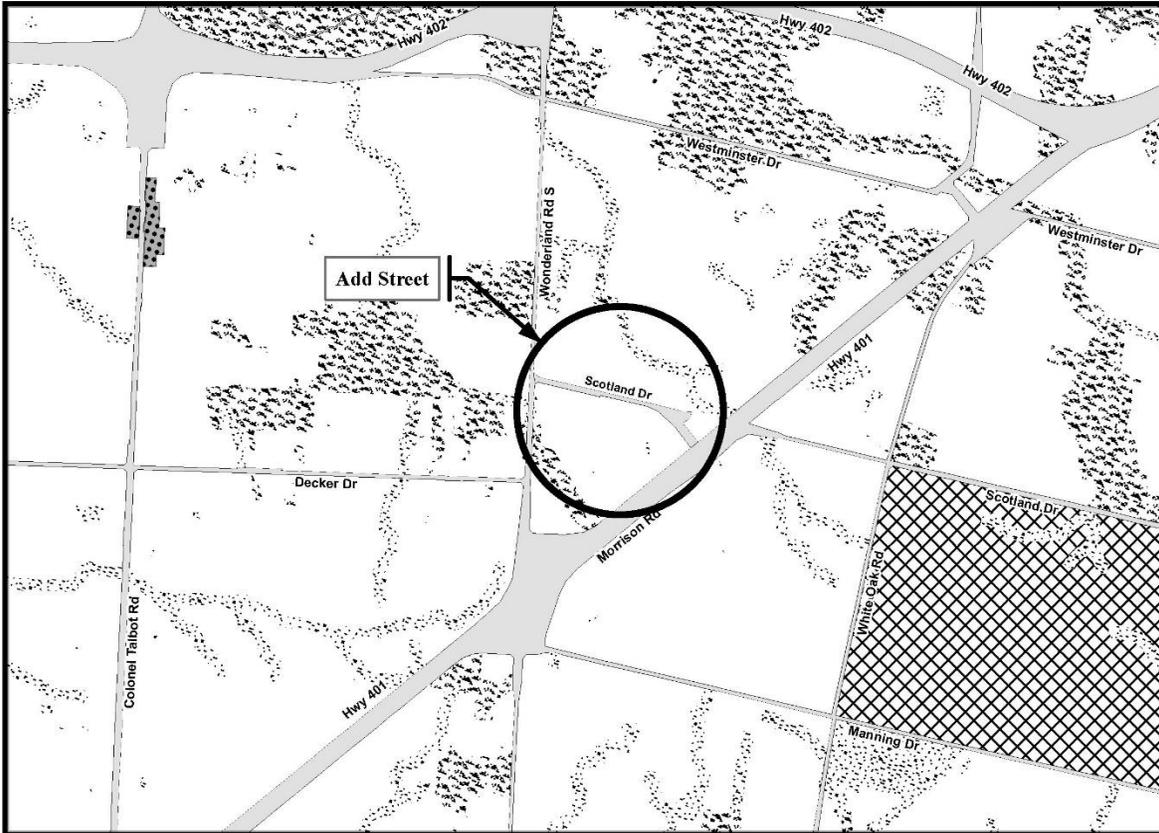
- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

OPA to 1989 Official Plan: OPA 705 (File Number: OZ-9043)

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-3 TO OFFICIAL AMENDMENT NO. ____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/3/2023</p>
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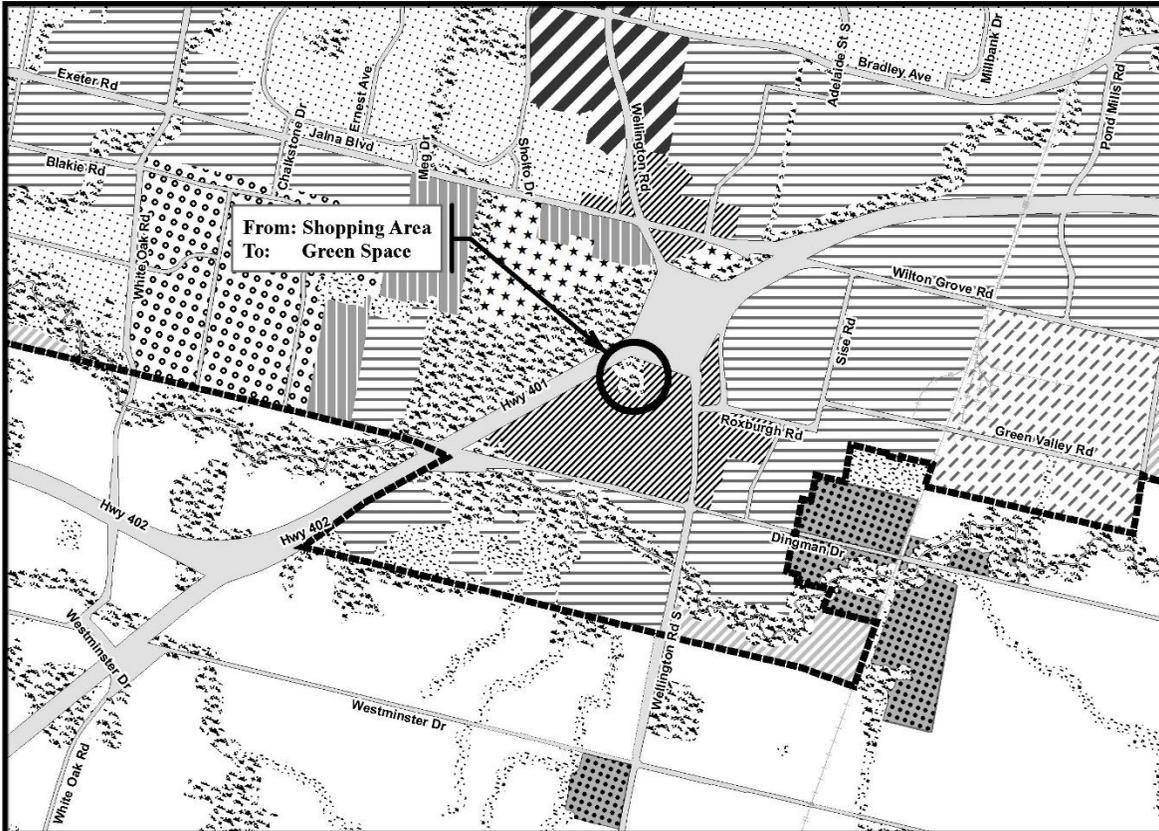
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-4 TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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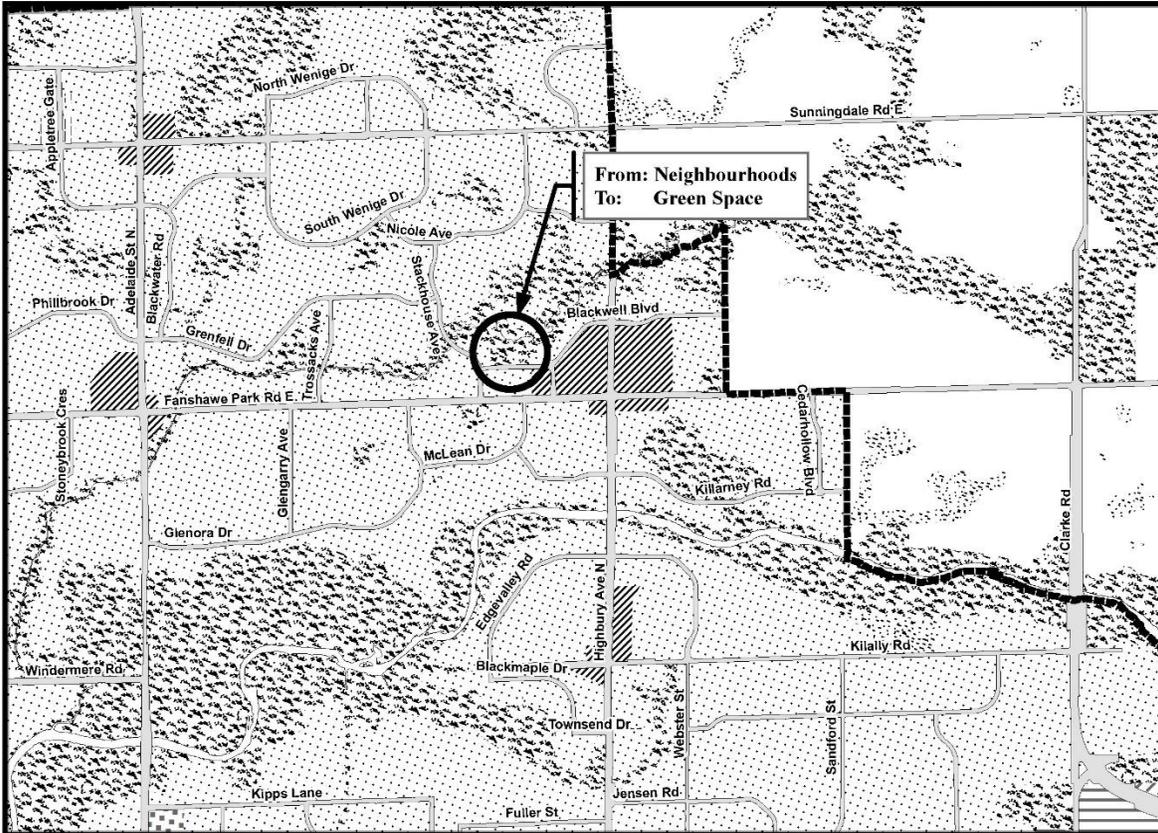
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-5 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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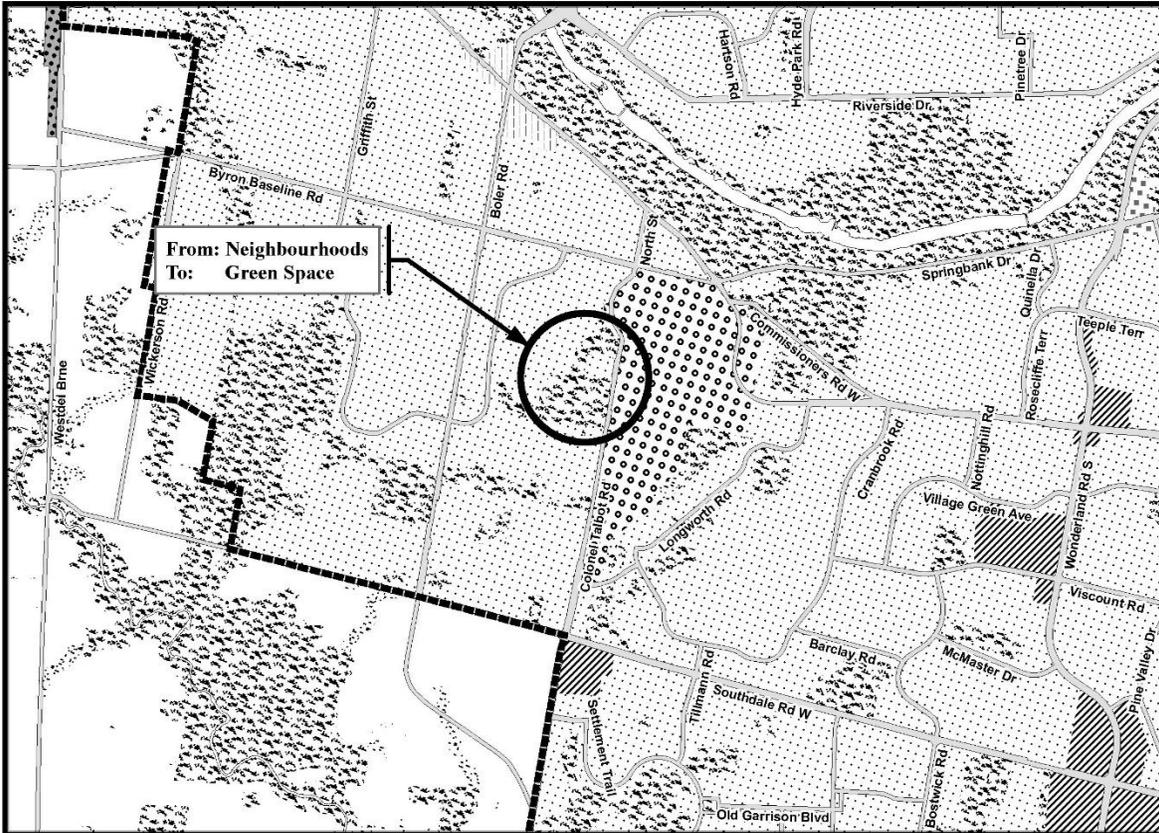
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-6 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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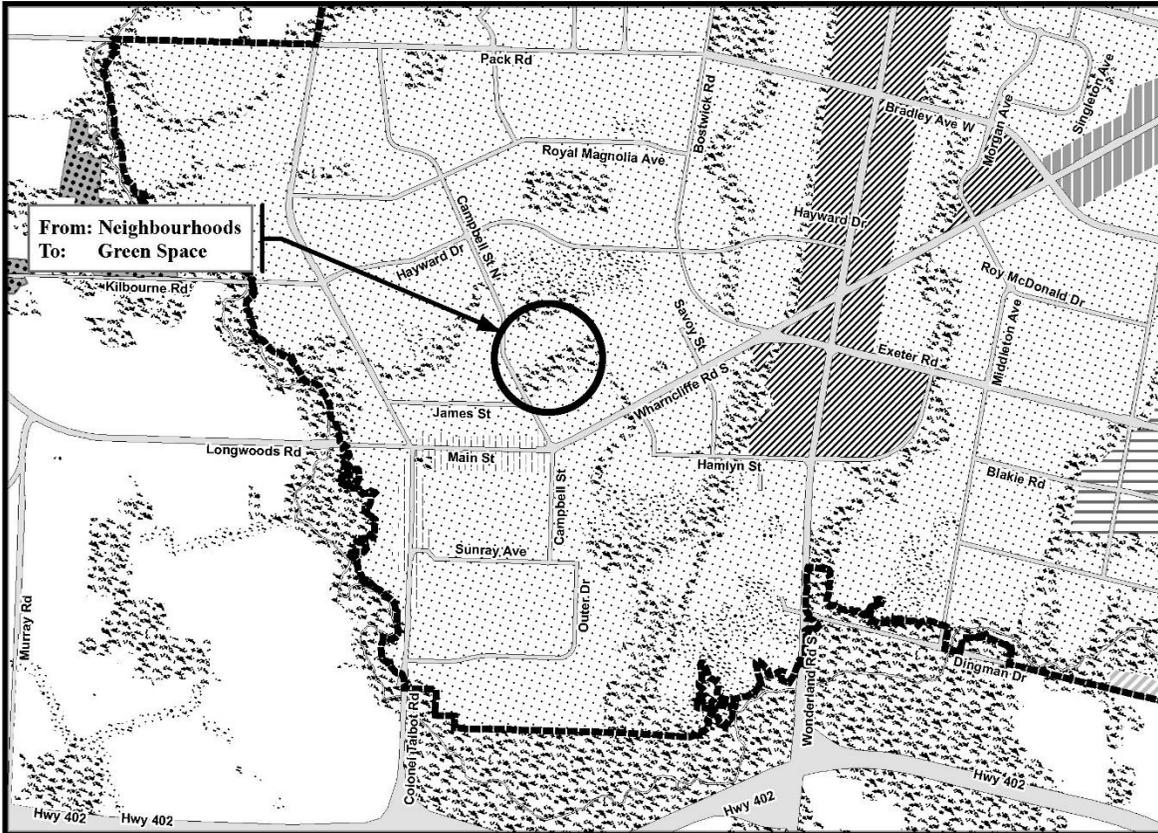
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-7 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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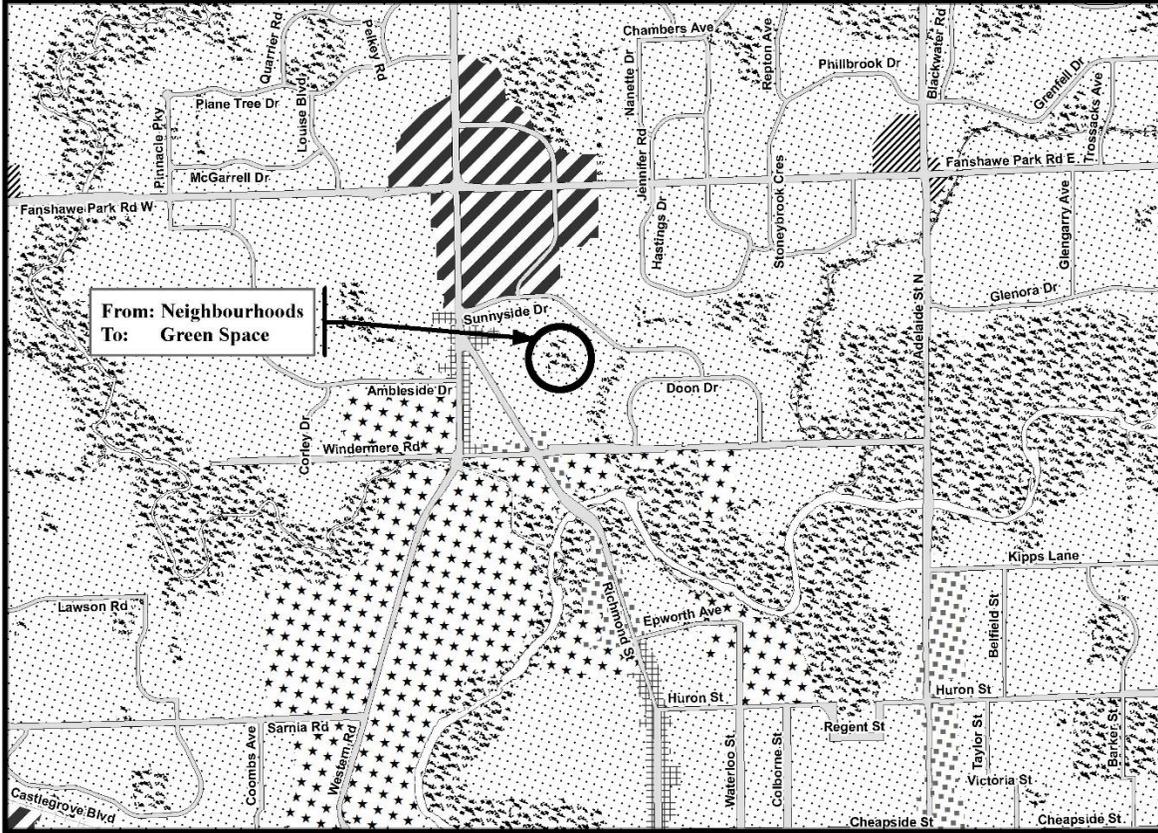
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-8 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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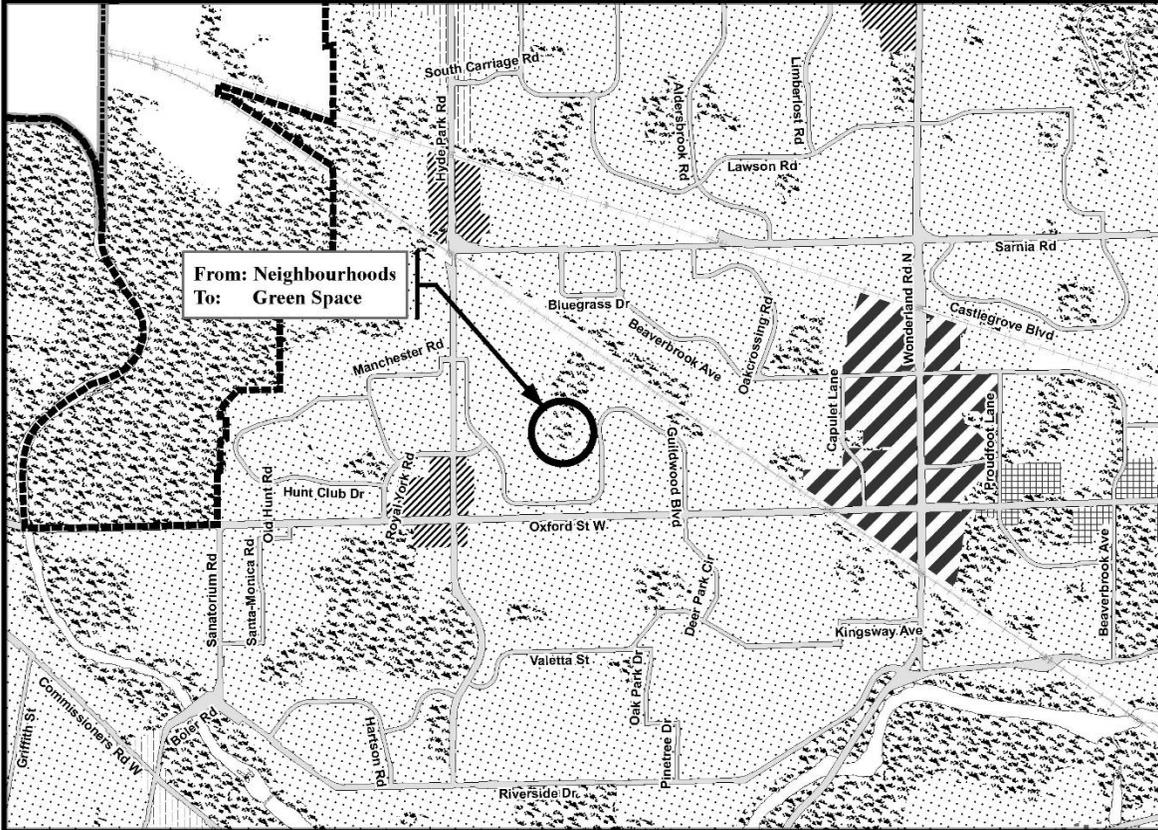
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-9 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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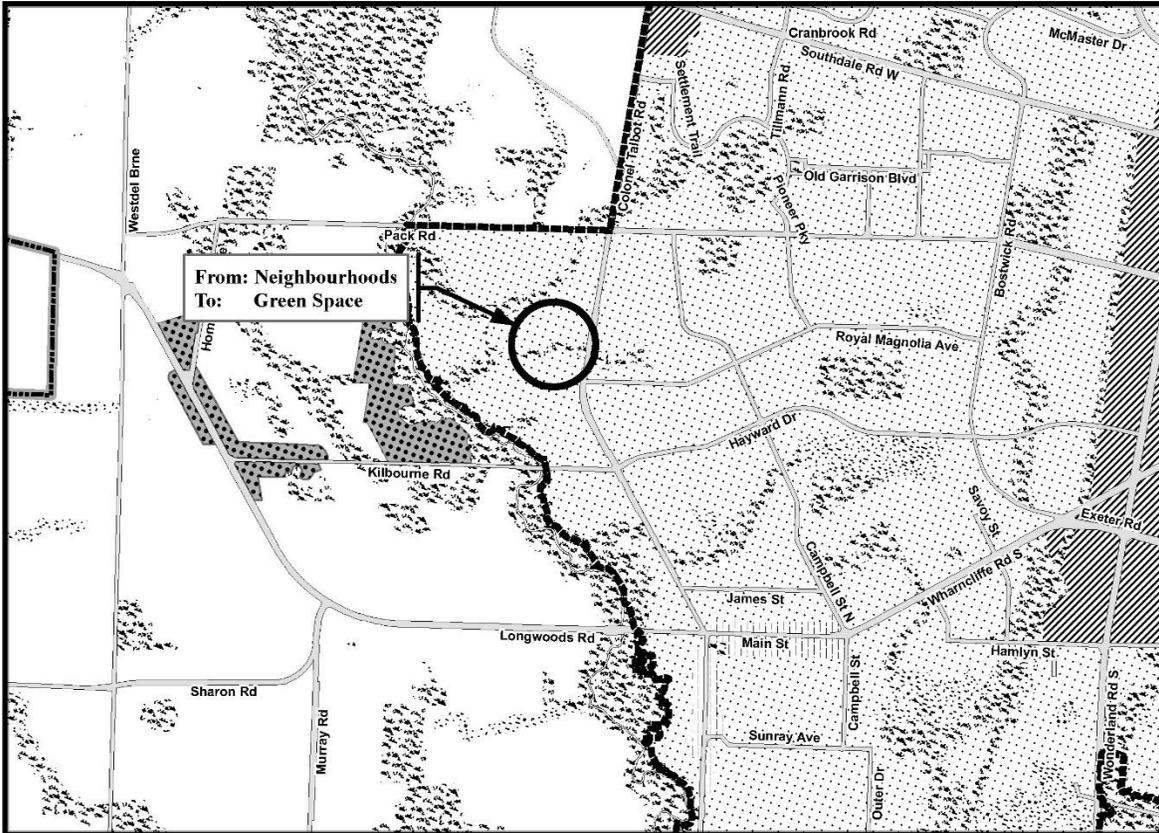
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-10 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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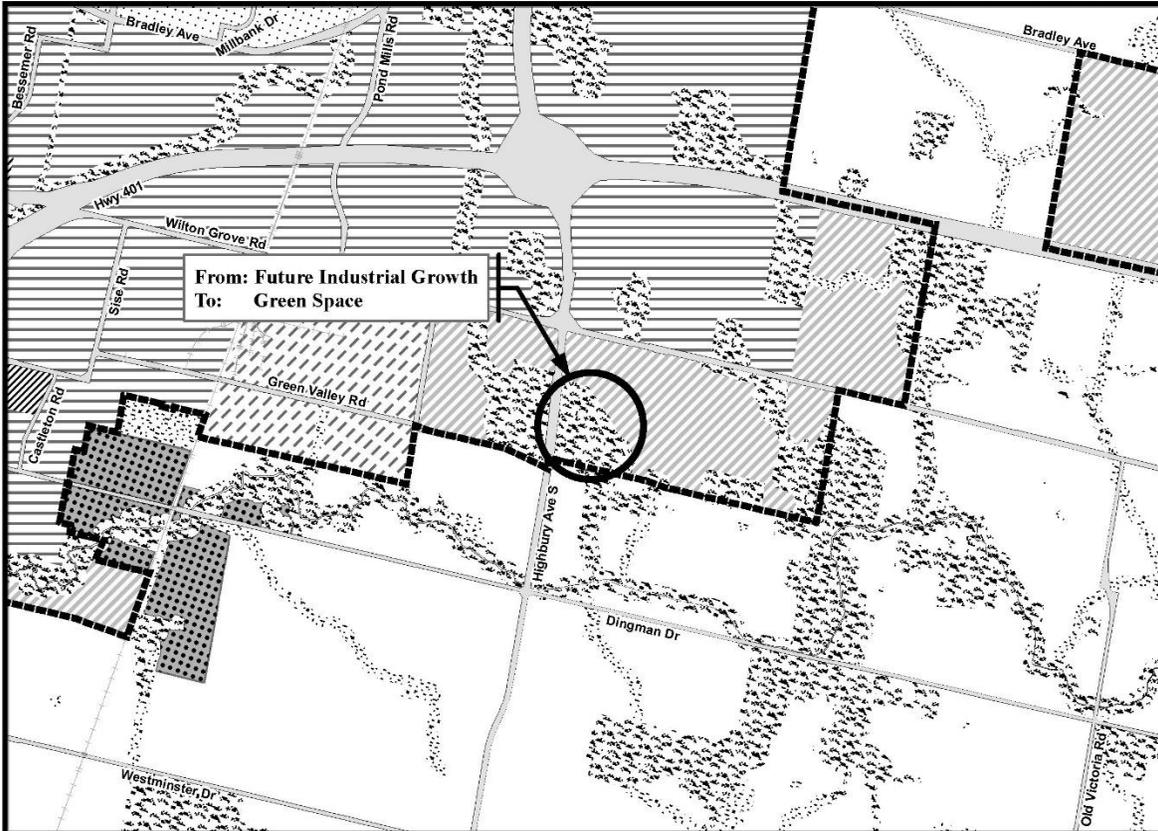
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-11 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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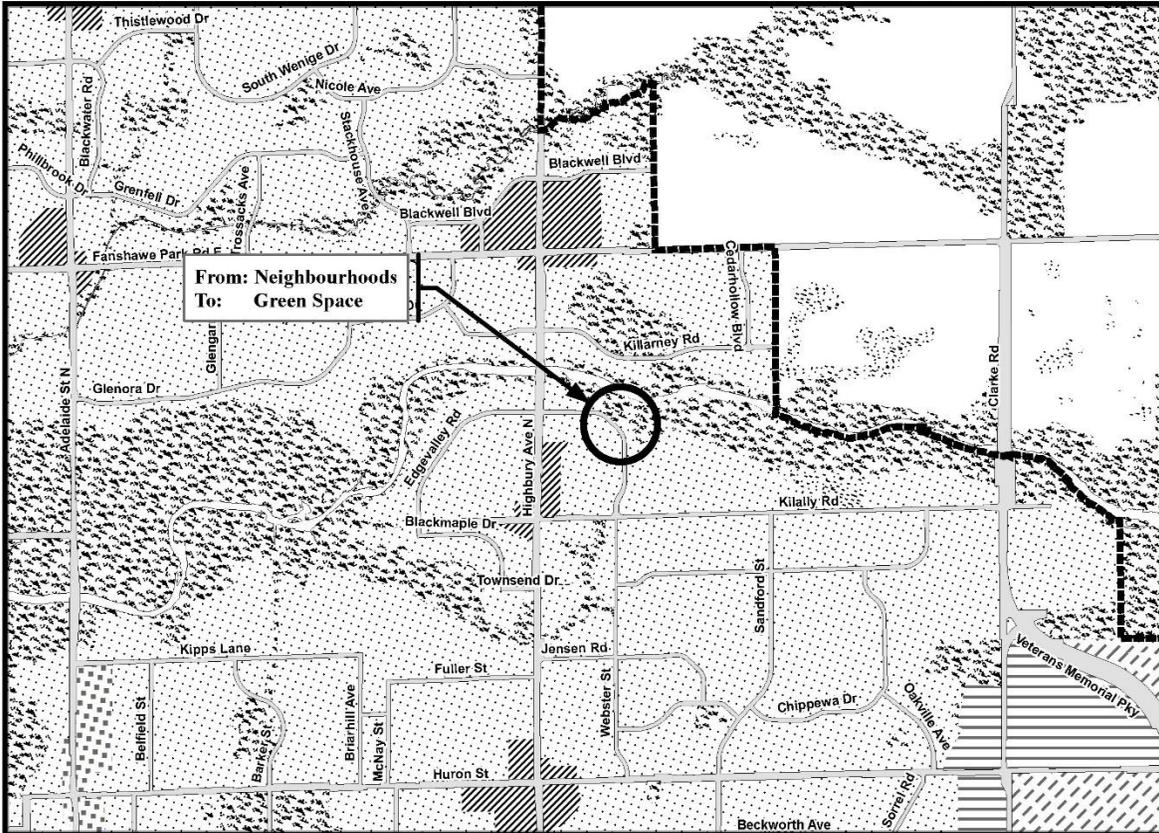
Legend

	Downtown		Future Community Growth		Environmental Review
	Transit Village		Heavy Industrial		Farmland
	Shopping Area		Light Industrial		Rural Neighbourhood
	Rapid Transit Corridor		Future Industrial Growth		Waste Management Resource Recovery Area
	Urban Corridor		Commercial Industrial		Urban Growth Boundary
	Main Street		Institutional		
	Neighbourhoods		Green Space		

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-12 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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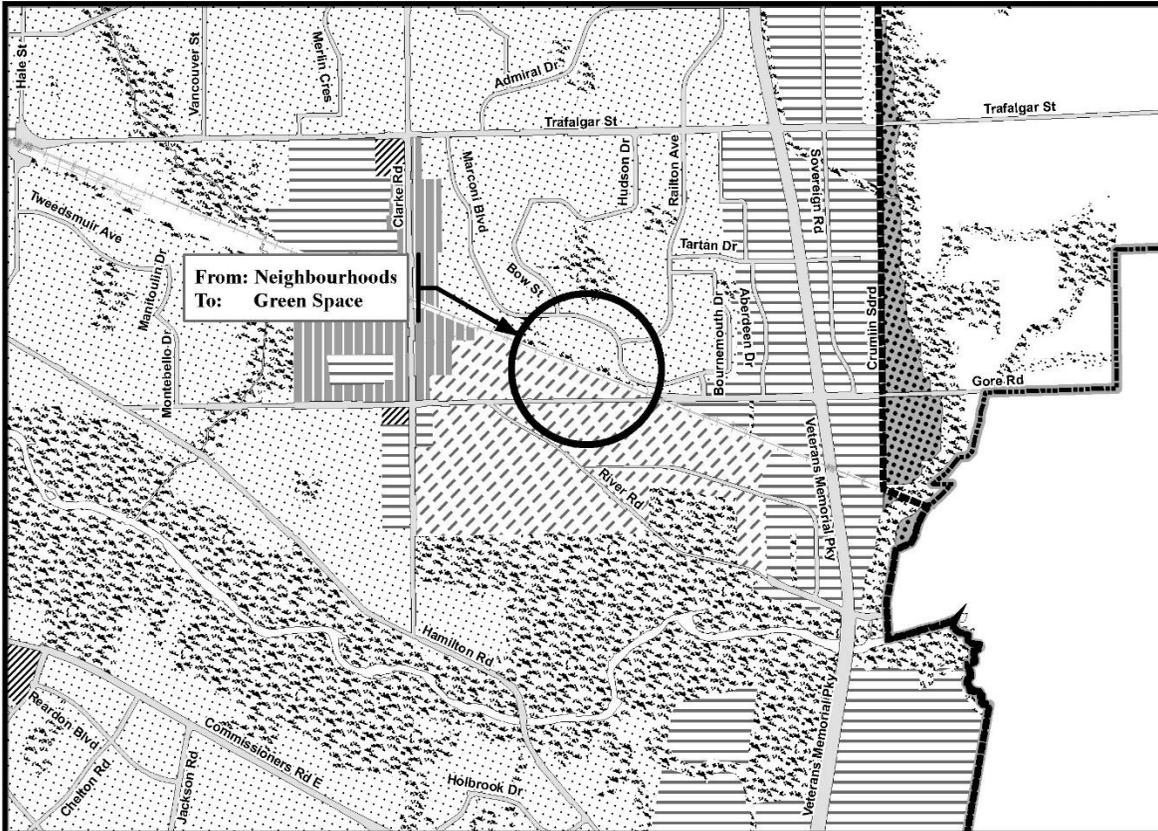
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-13 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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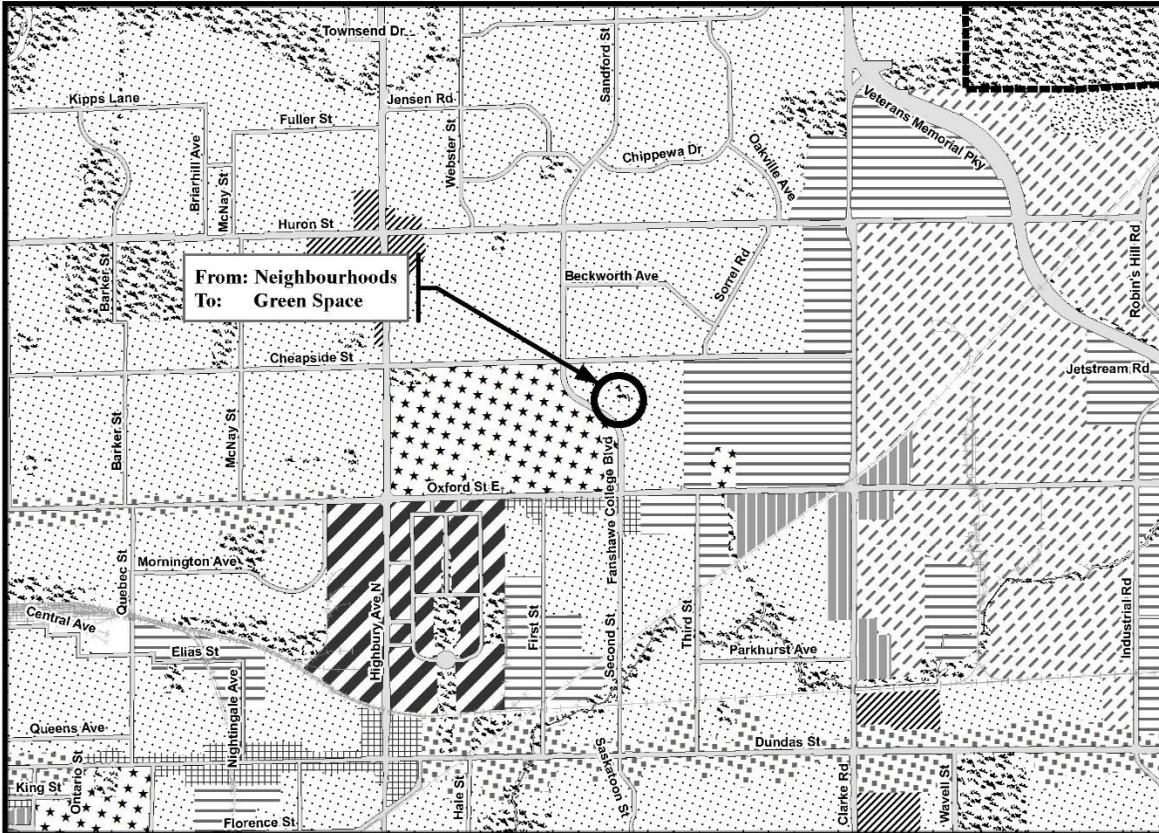
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-14 TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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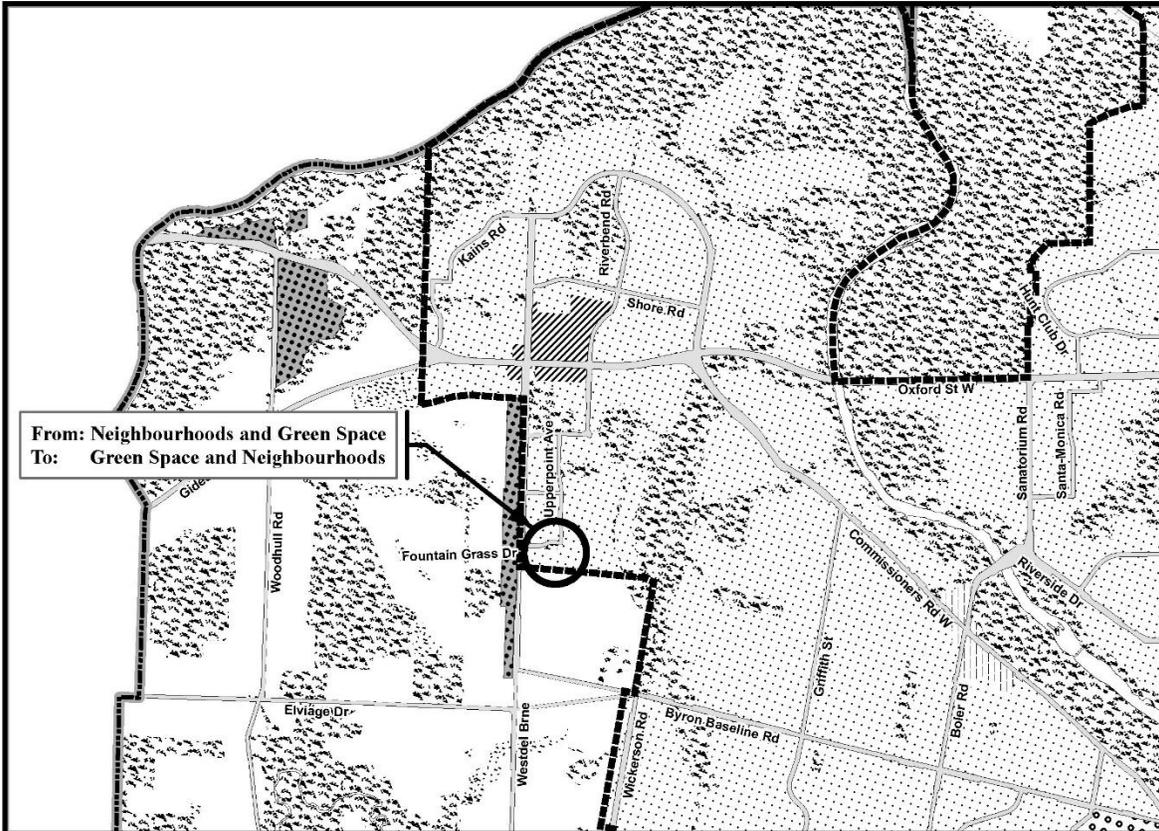
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-15 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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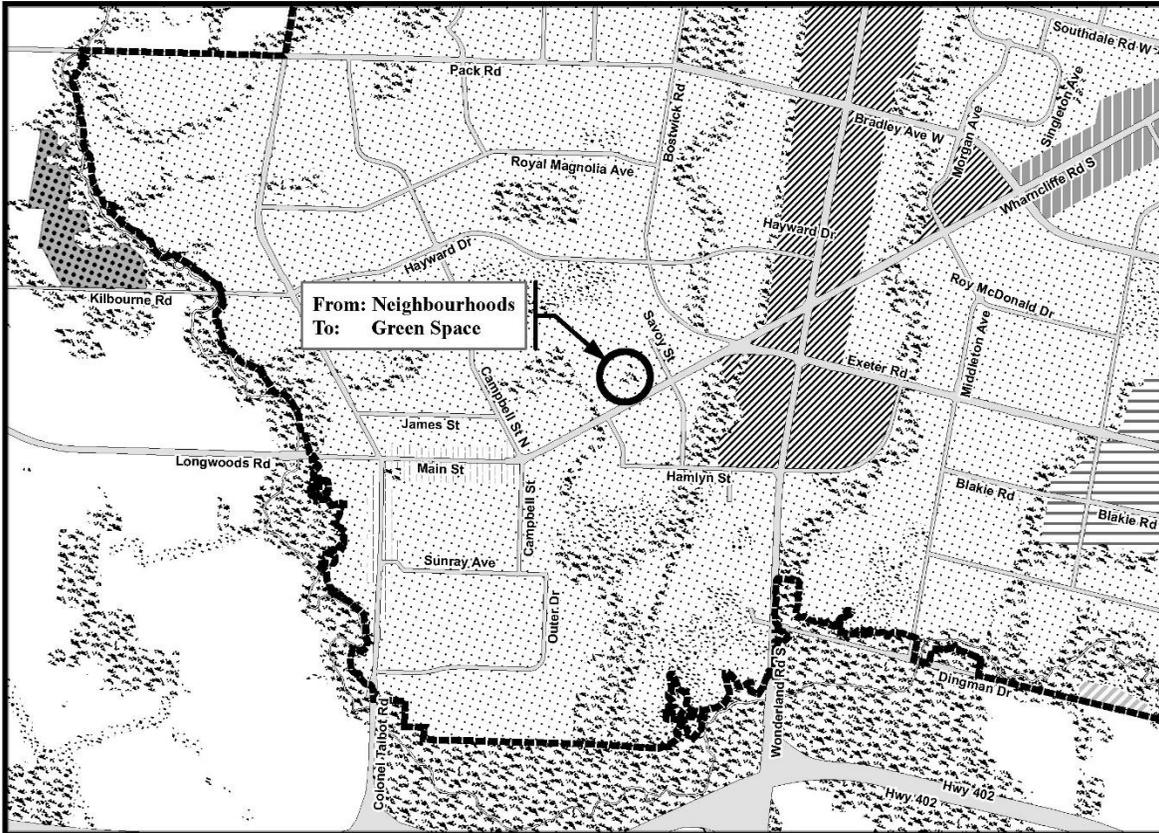
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-16 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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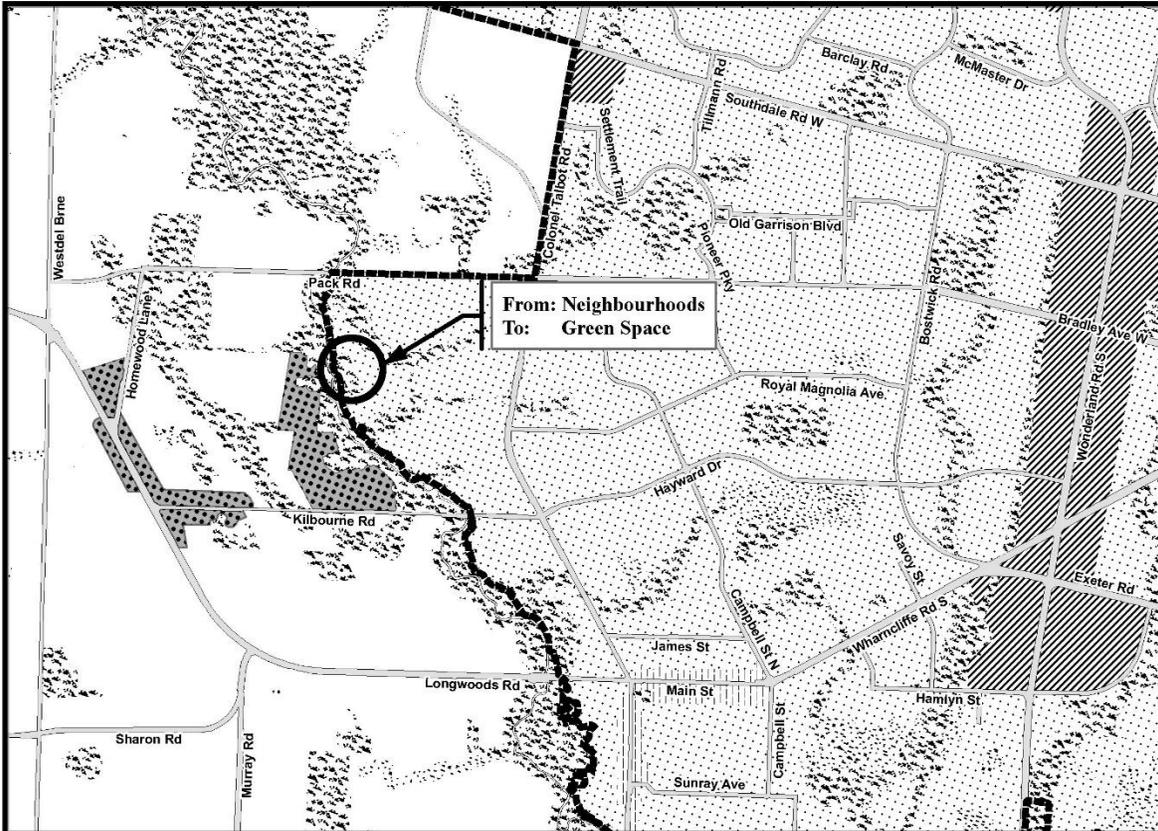
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-17 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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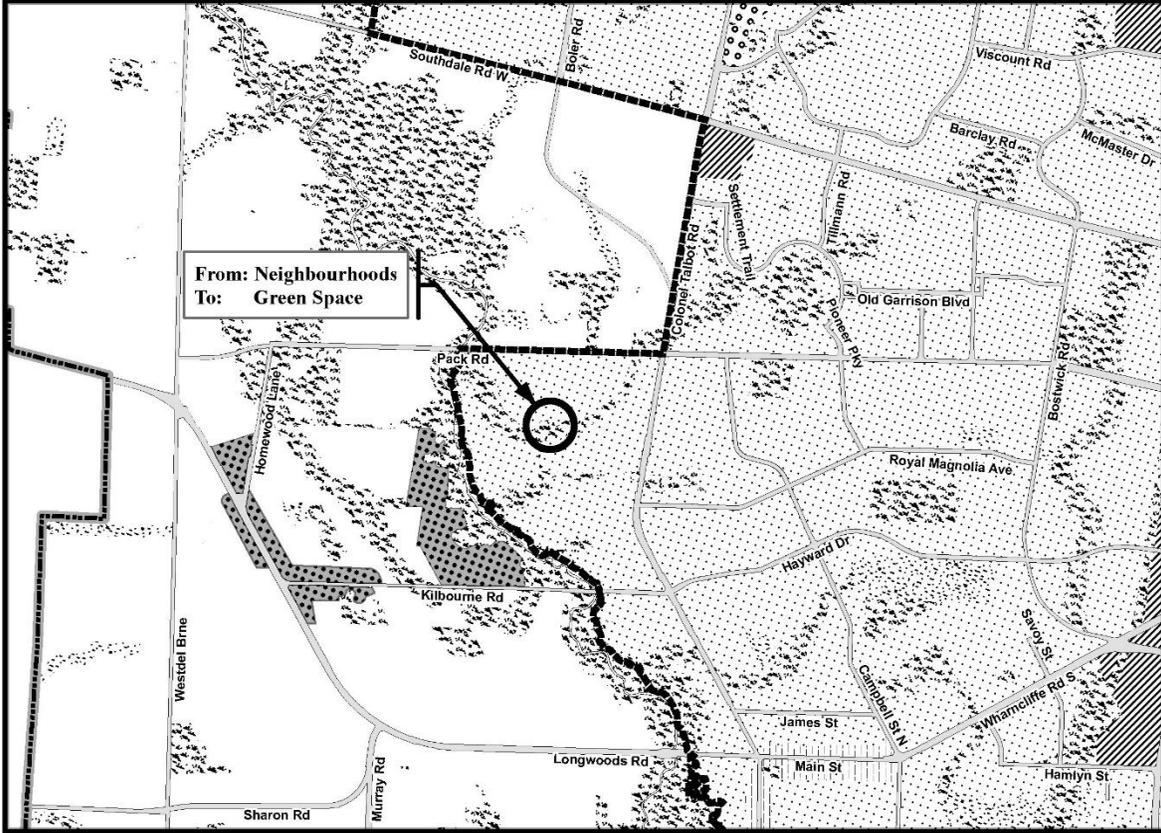
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-18 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 0 100 200 300 400 500 600 700 800 900 1,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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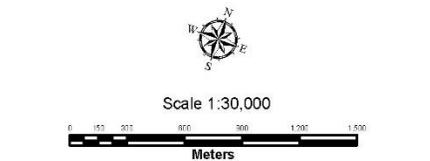
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

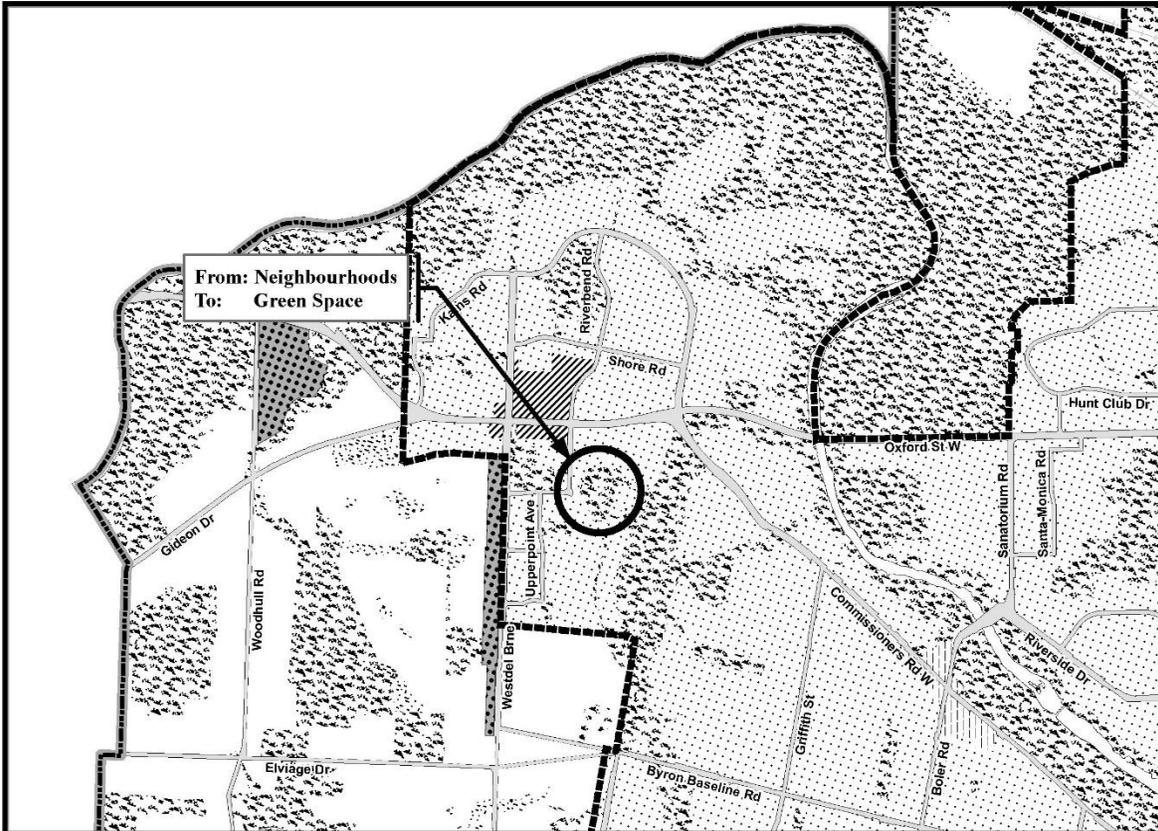
**SCHEDULE 1-19
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/1/2023

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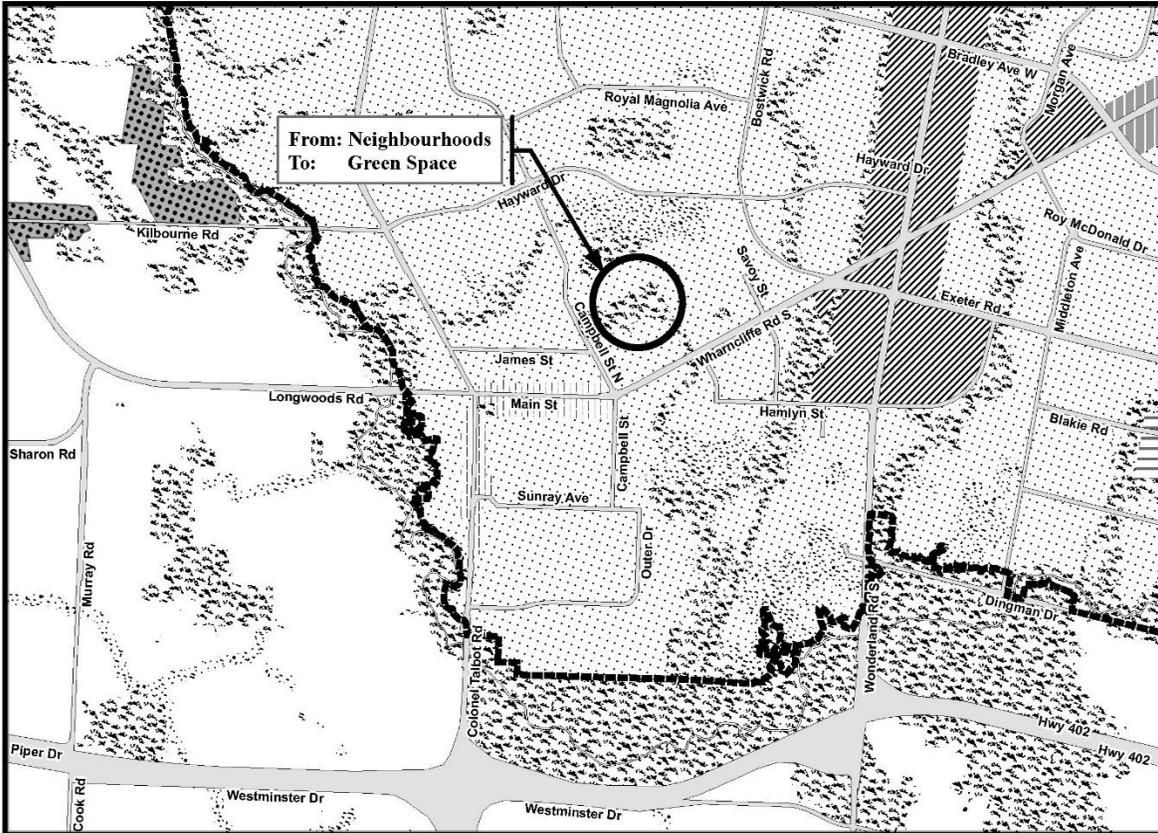
Legend

	Downtown		Future Community Growth		Environmental Review
	Transit Village		Heavy Industrial		Farmland
	Shopping Area		Light Industrial		Rural Neighbourhood
	Rapid Transit Corridor		Future Industrial Growth		Waste Management Resource Recovery Area
	Urban Corridor		Commercial Industrial		Urban Growth Boundary
	Main Street		Institutional		
	Neighbourhoods		Green Space		

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-20 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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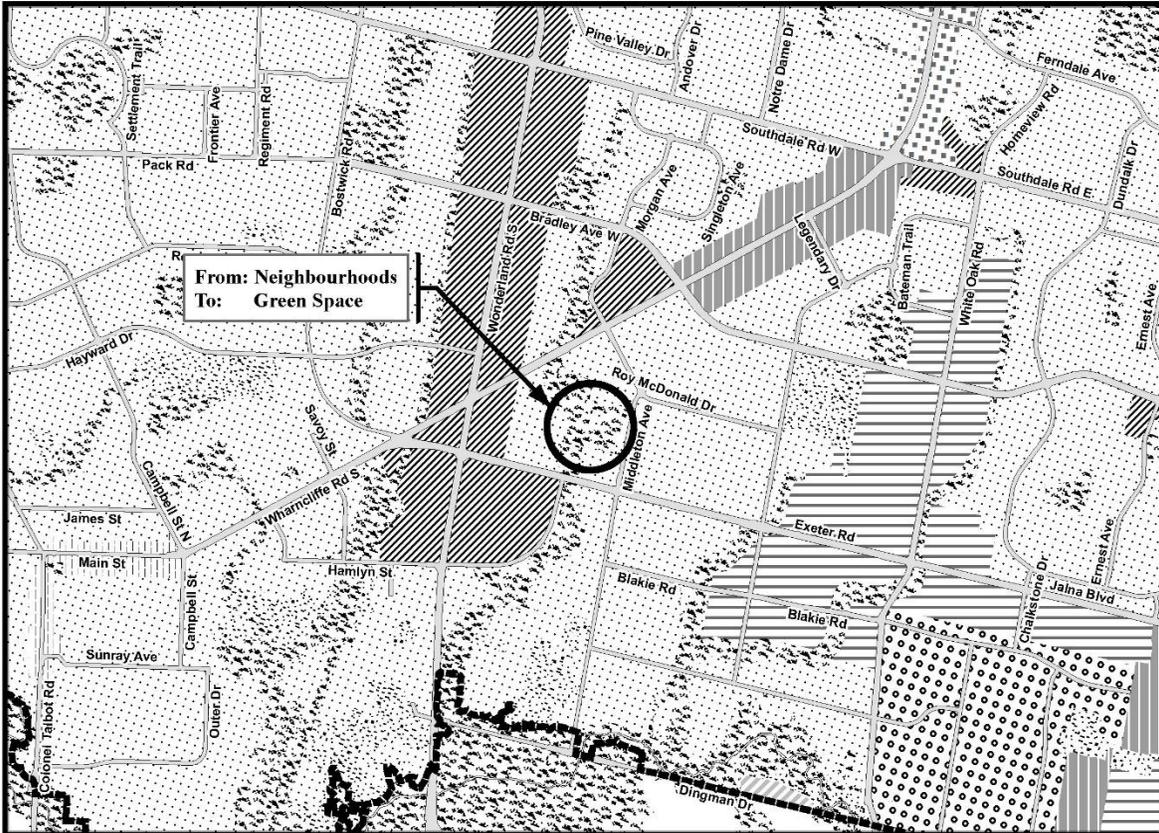
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-21 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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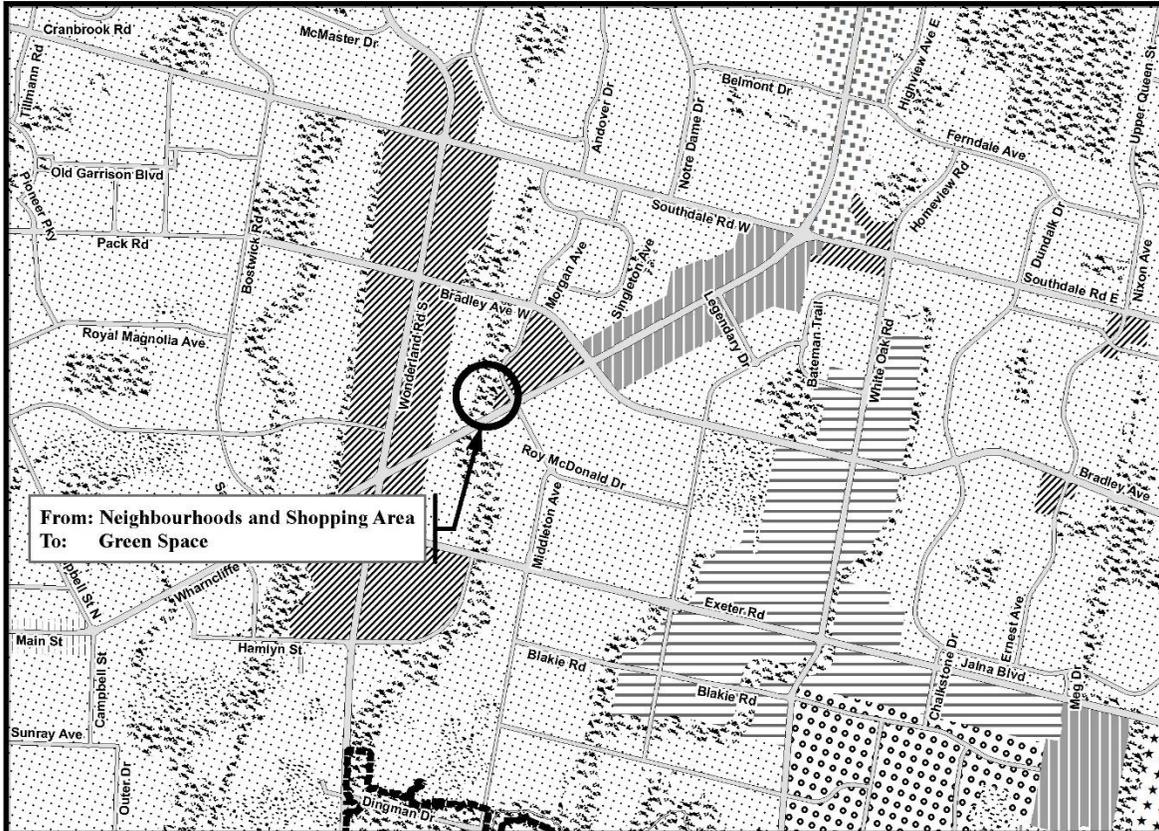
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-22 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/1/2023</p>
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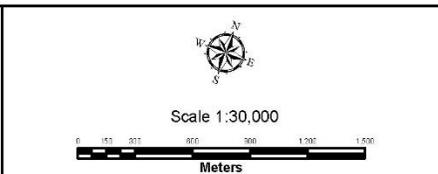
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

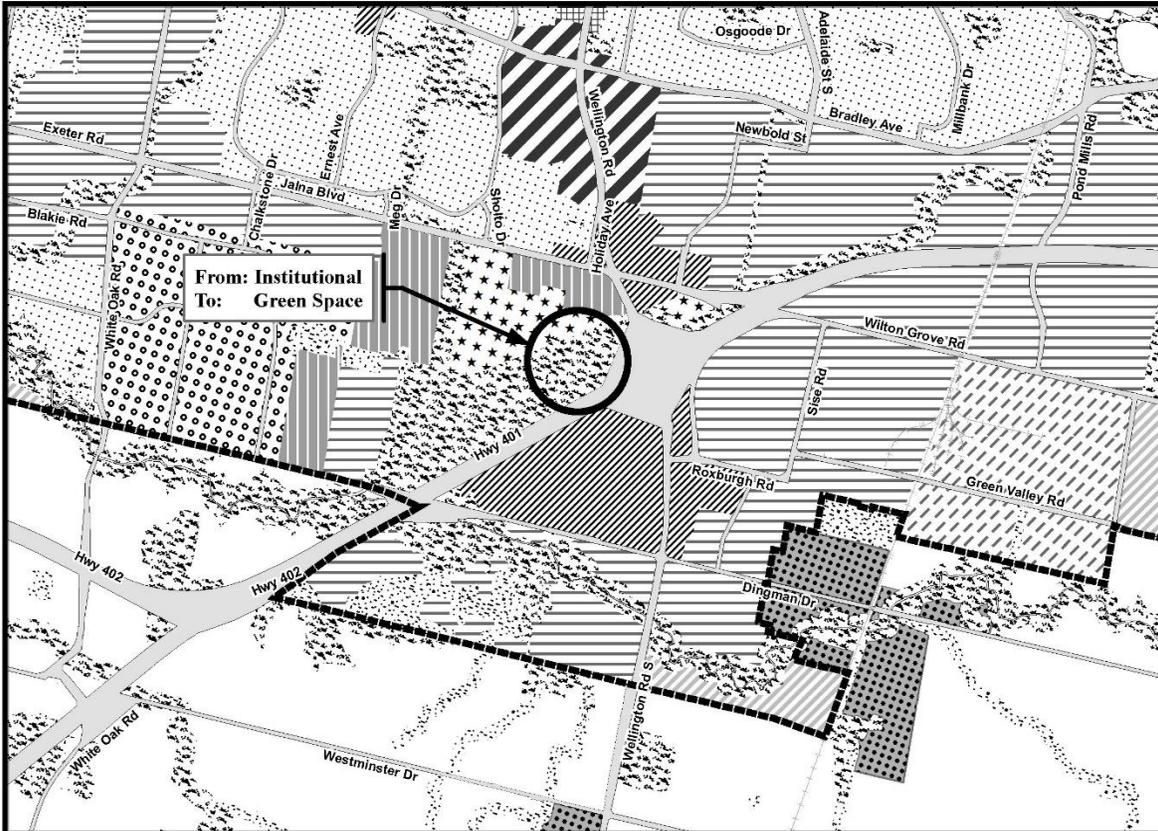
This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

**SCHEDULE 1-23
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/1/2023



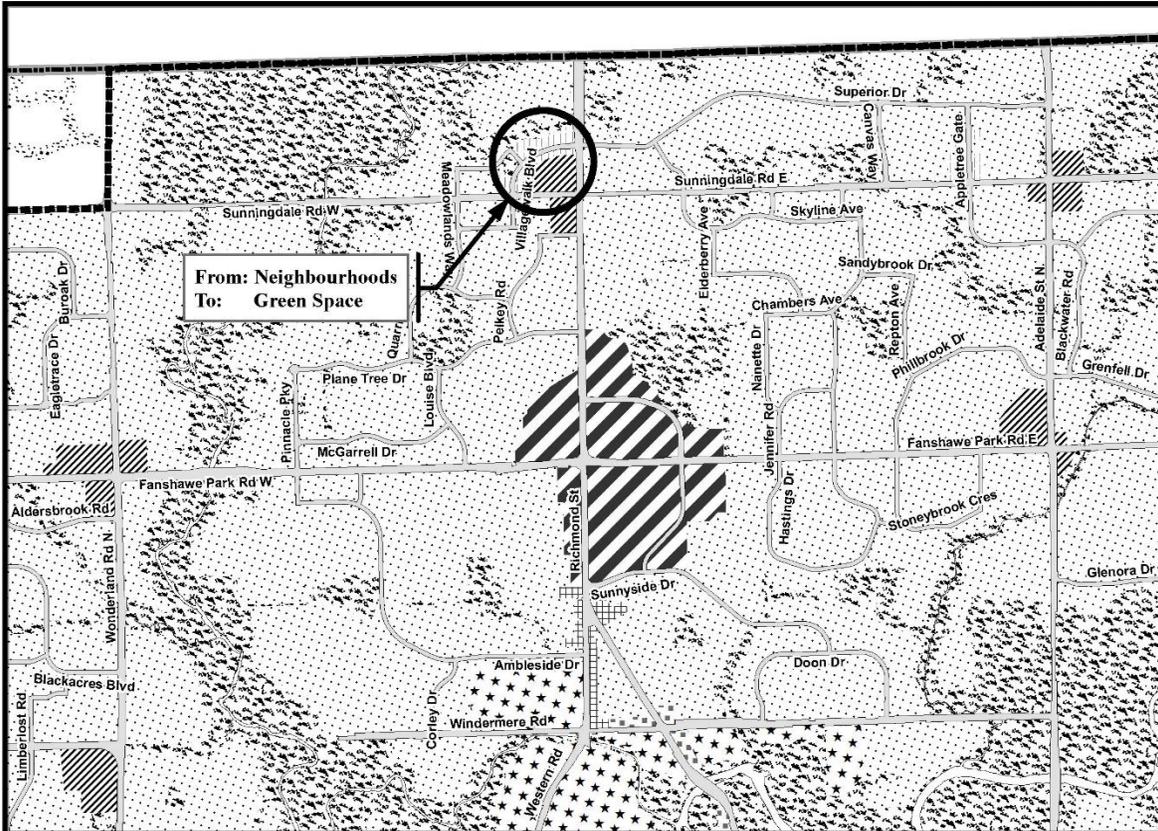
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-24 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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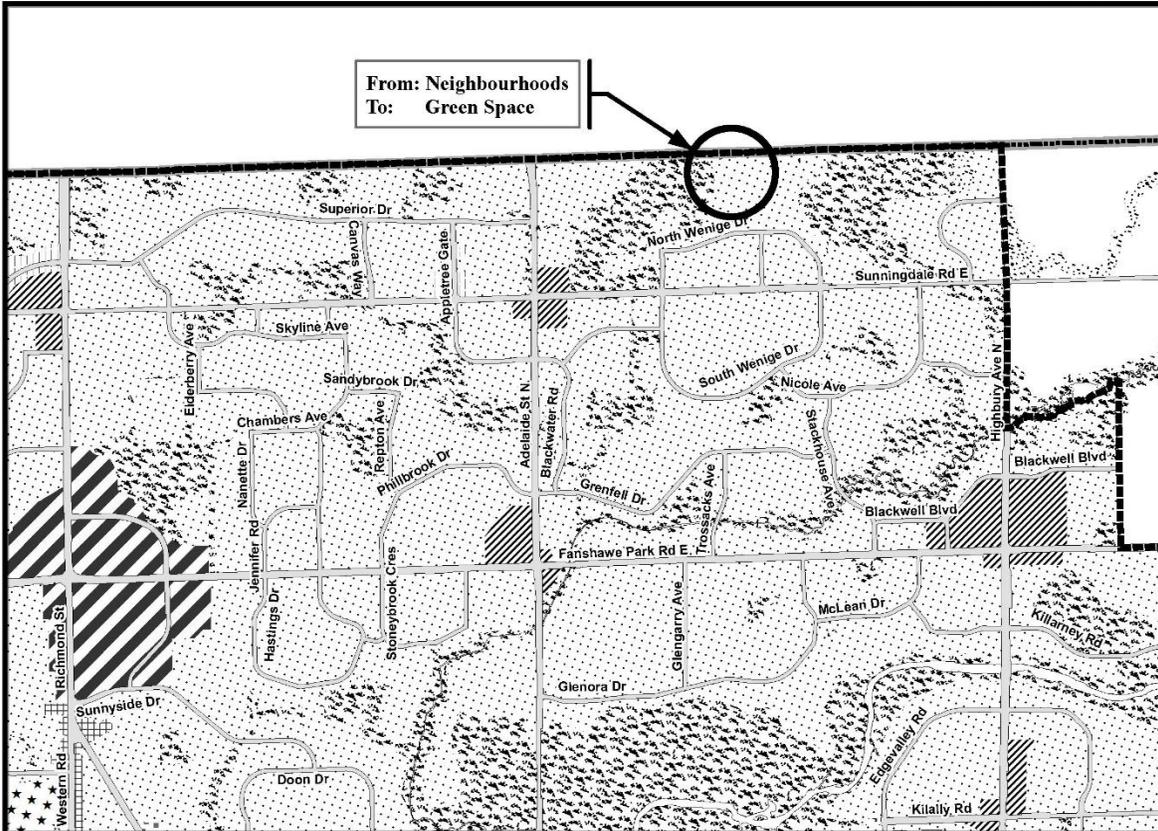
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-26 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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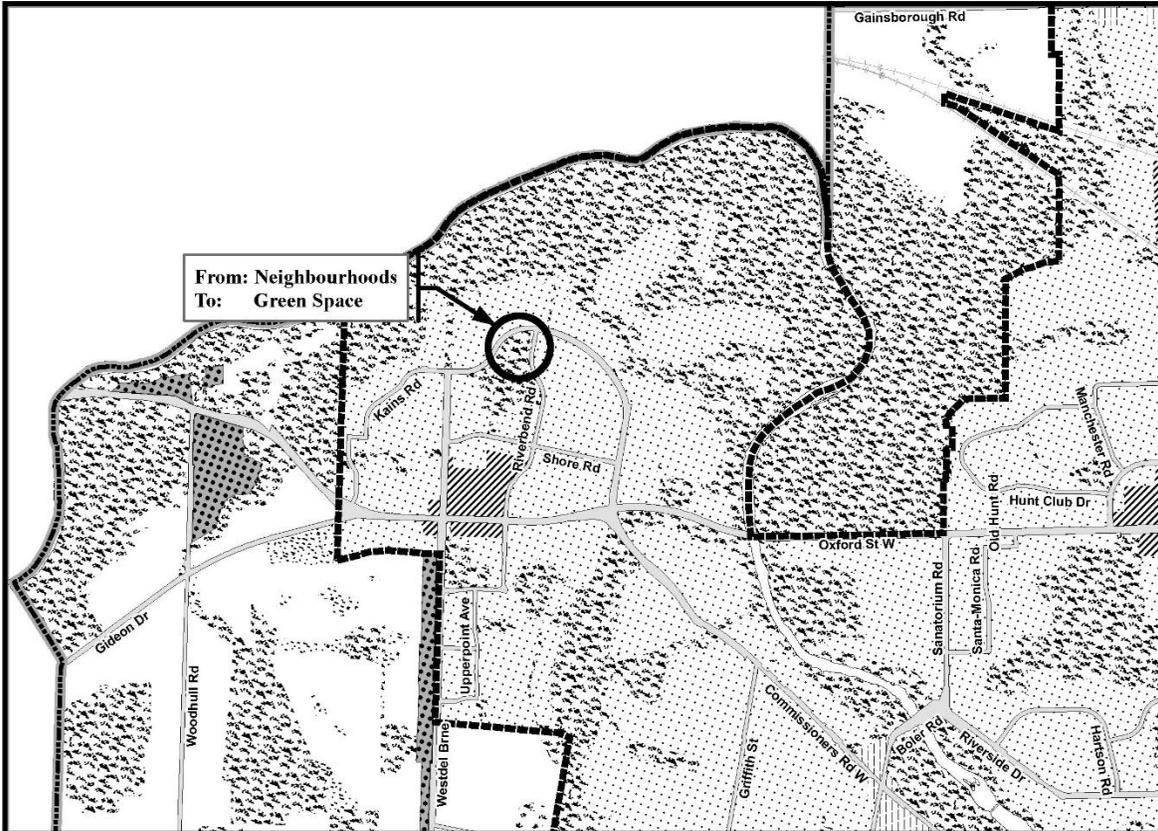
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-27 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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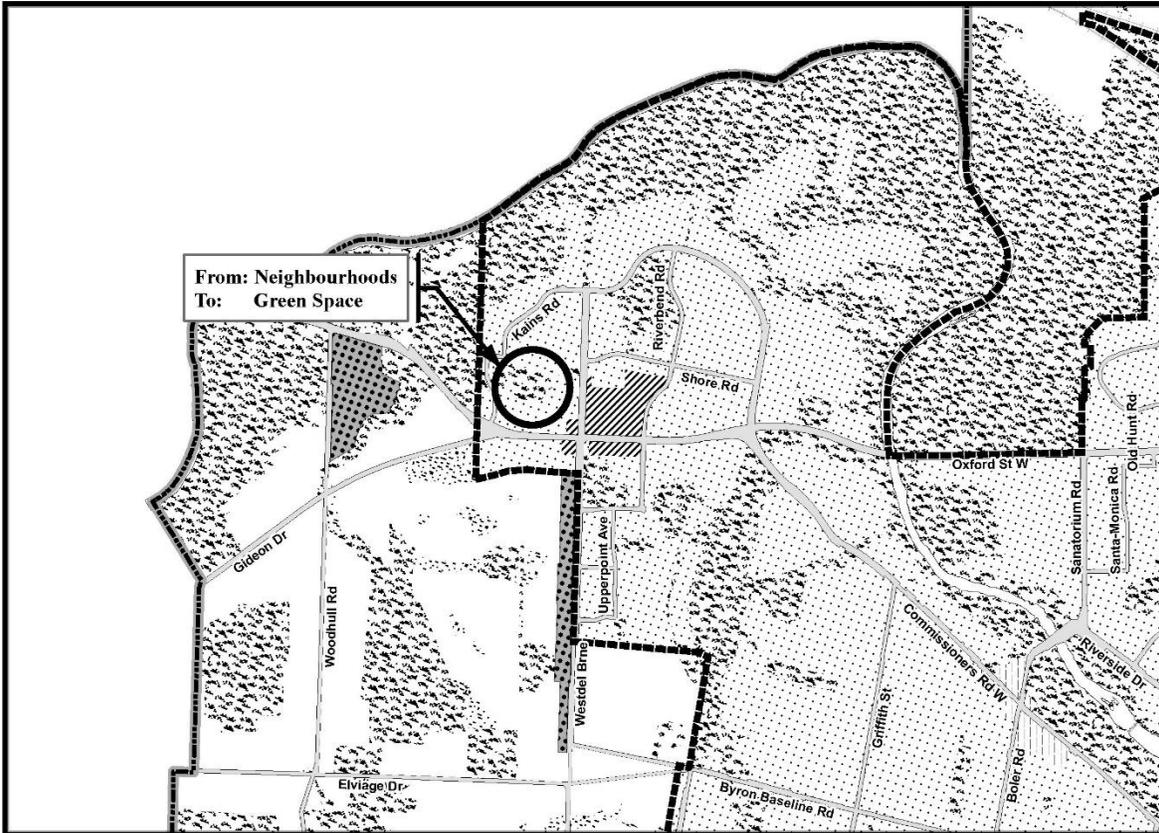
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-28 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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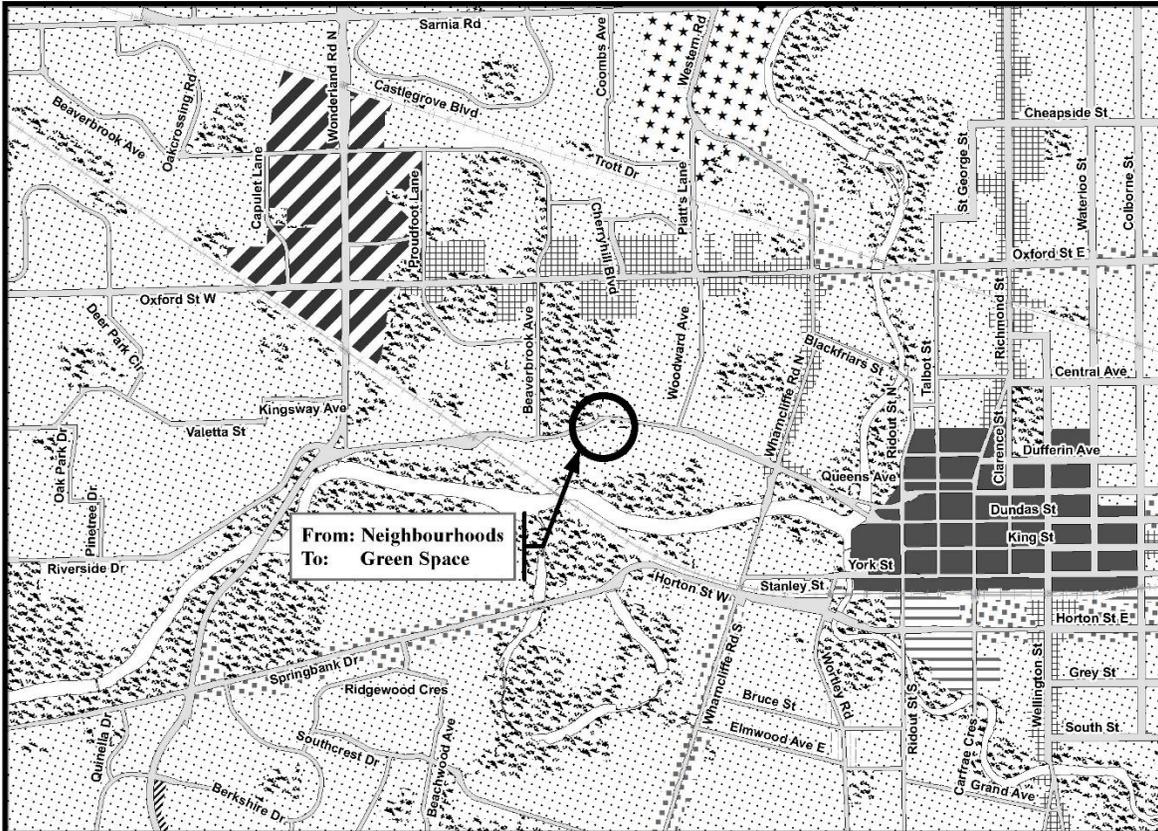
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-29 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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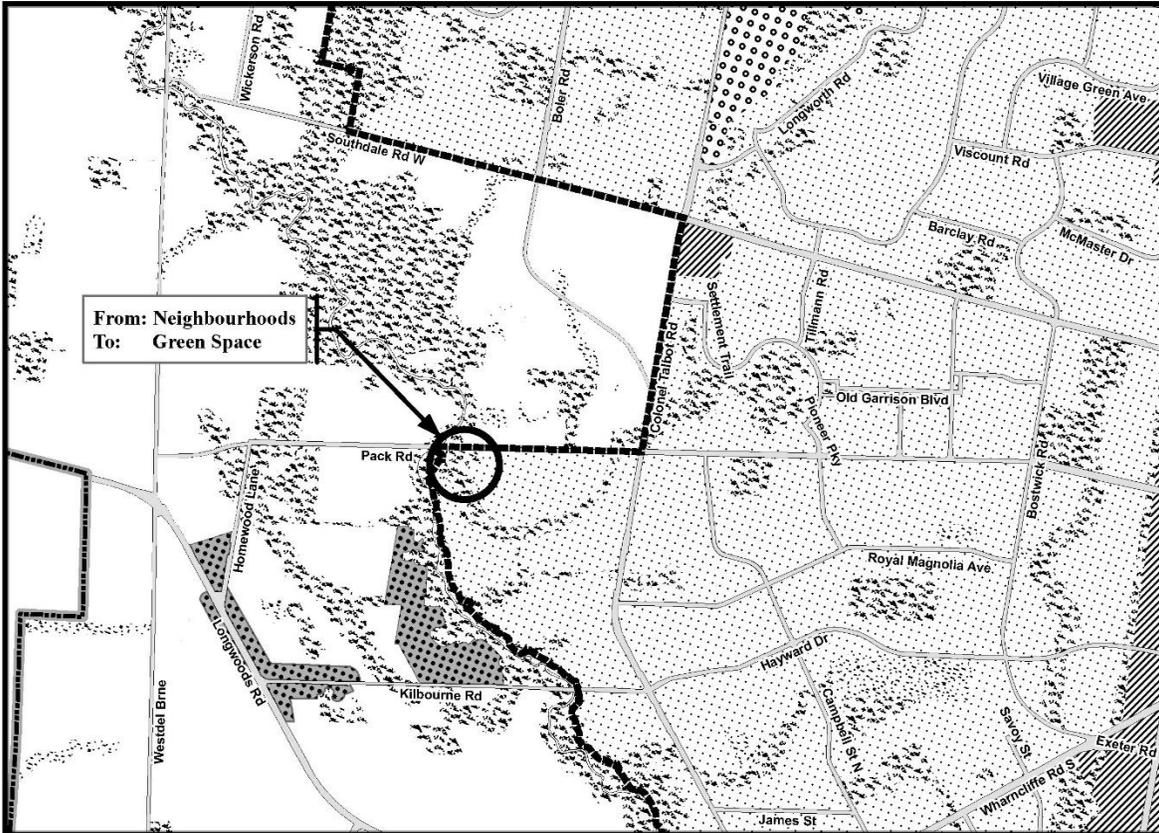
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-30 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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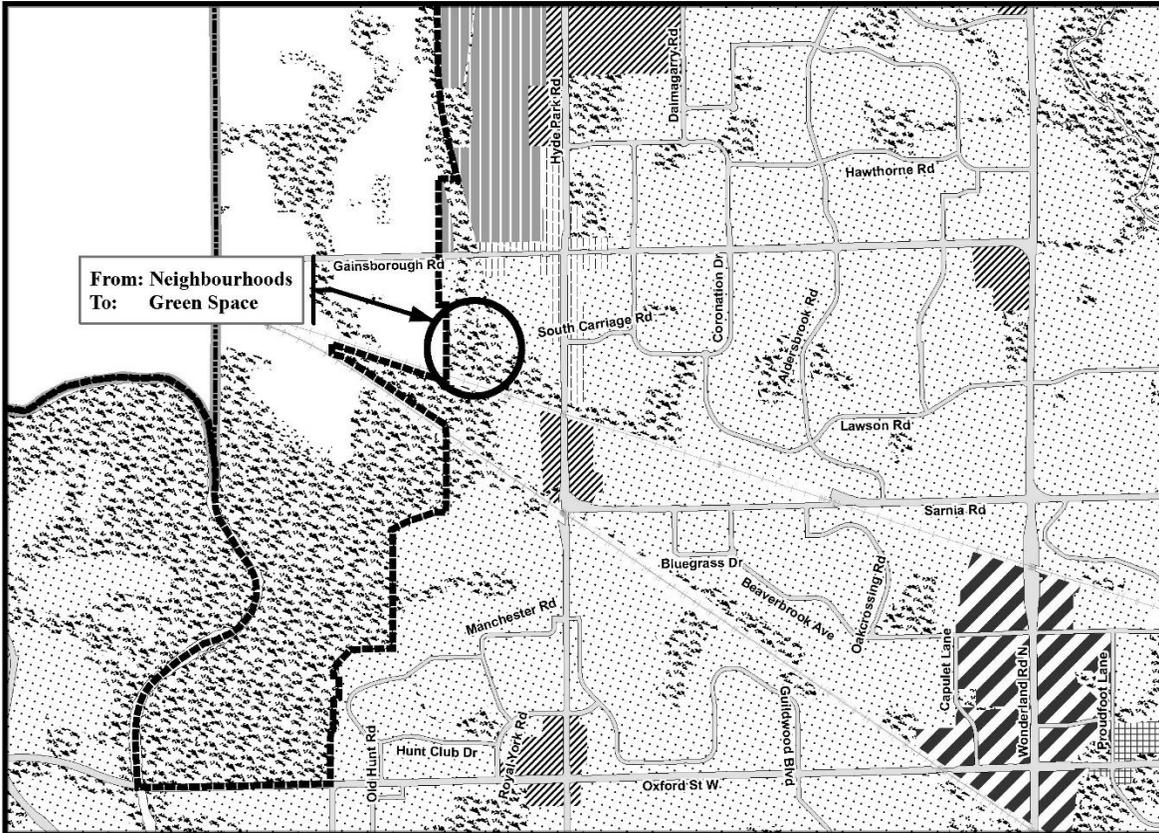
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-31 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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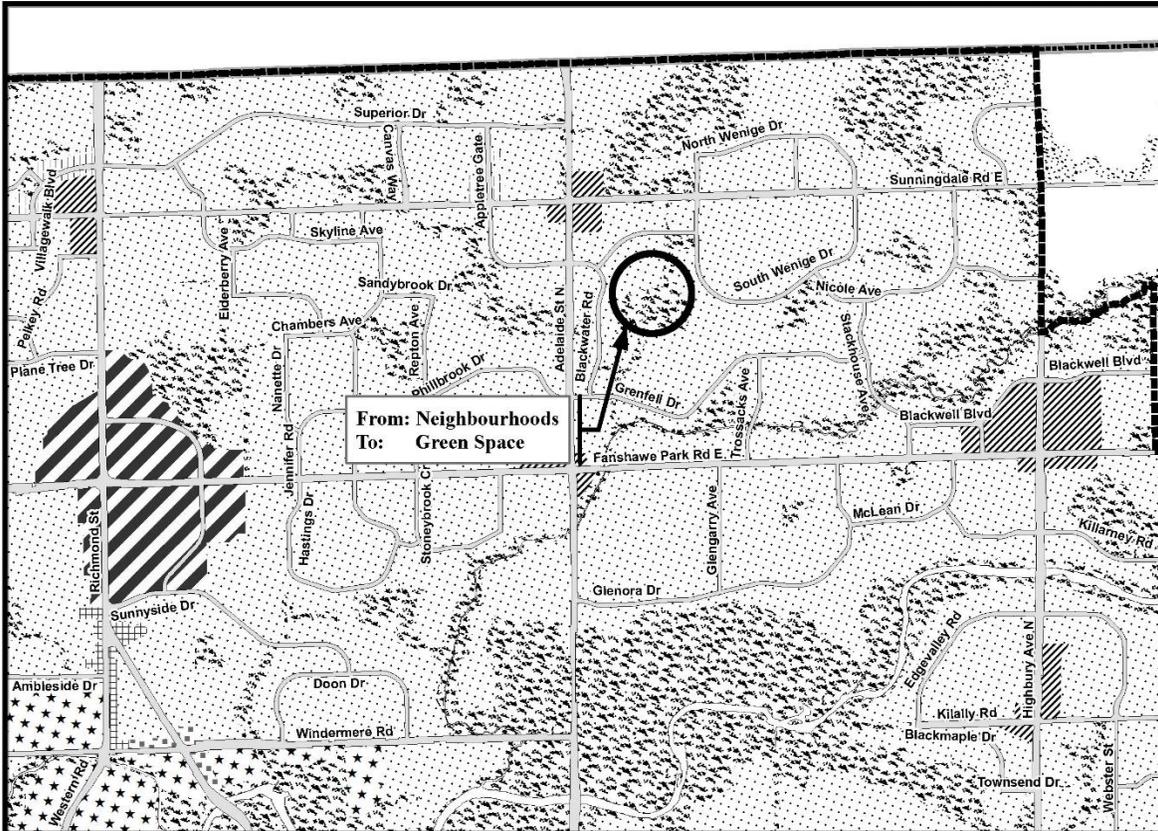
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-32 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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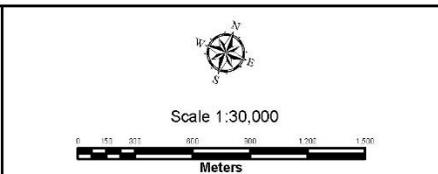
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

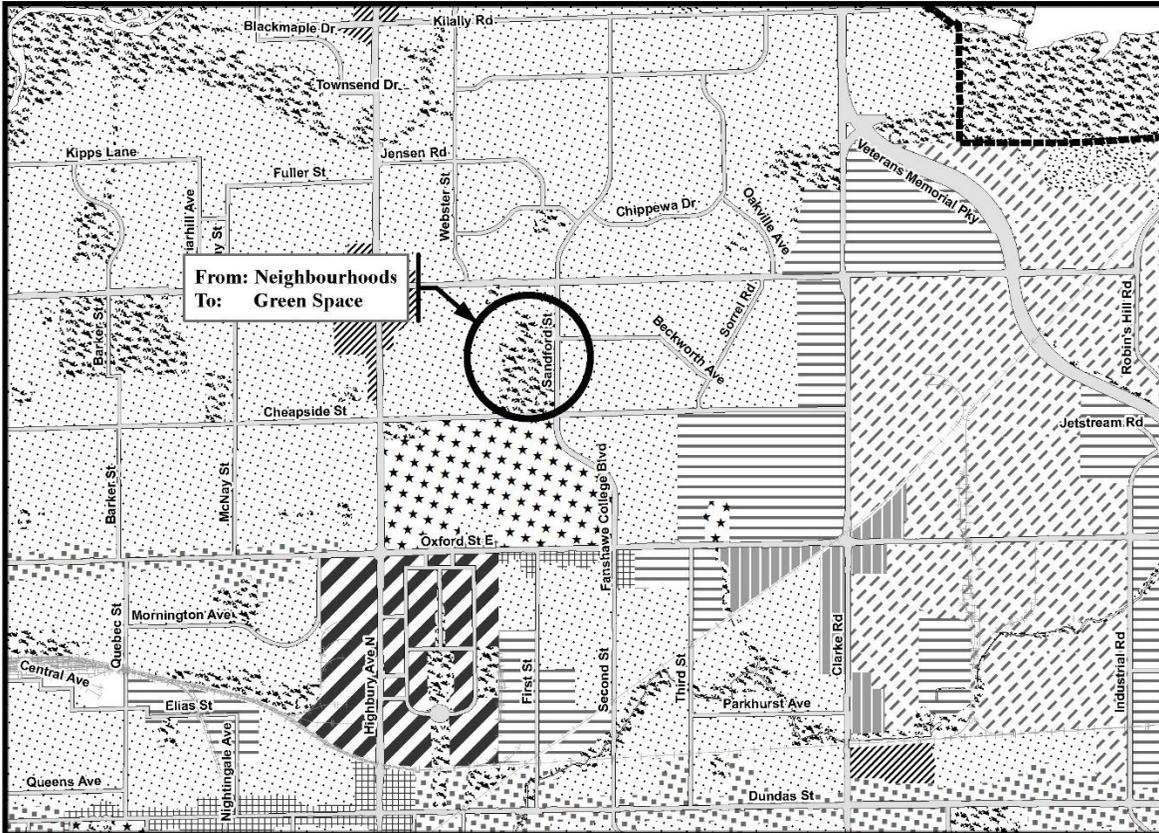
**SCHEDULE 1-33
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/2/2023

Document Path: \\cfile1\giswork\Planning\Projects\p_officialplan\workconsolidation\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\MXD\Schedule1-33_Map1_PlaceTypes.mxd



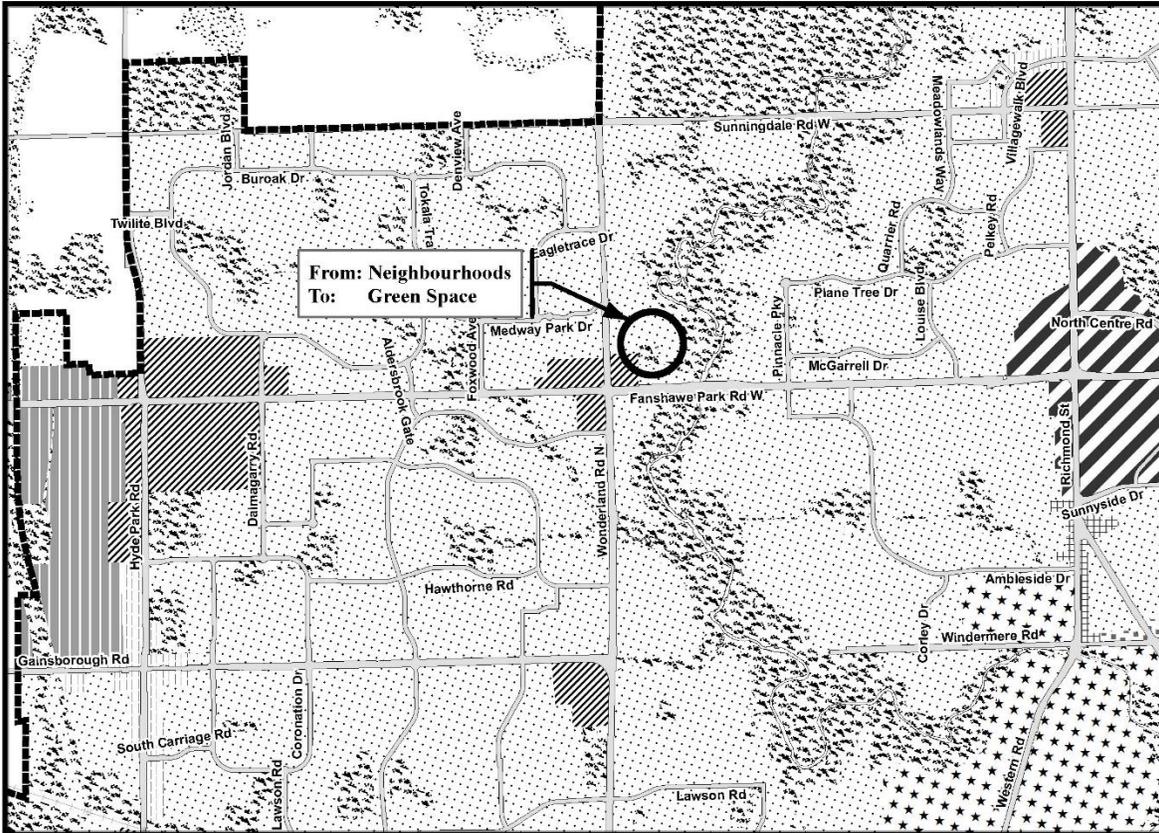
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-34 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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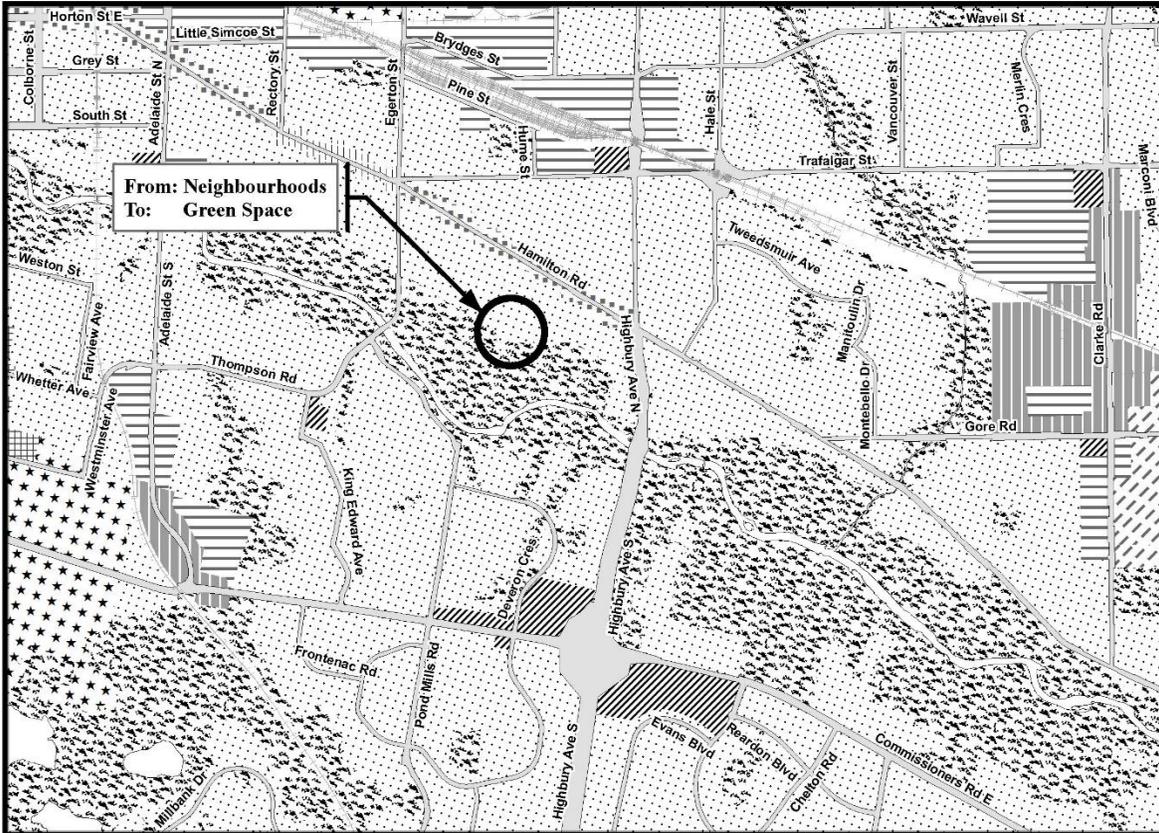
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-35 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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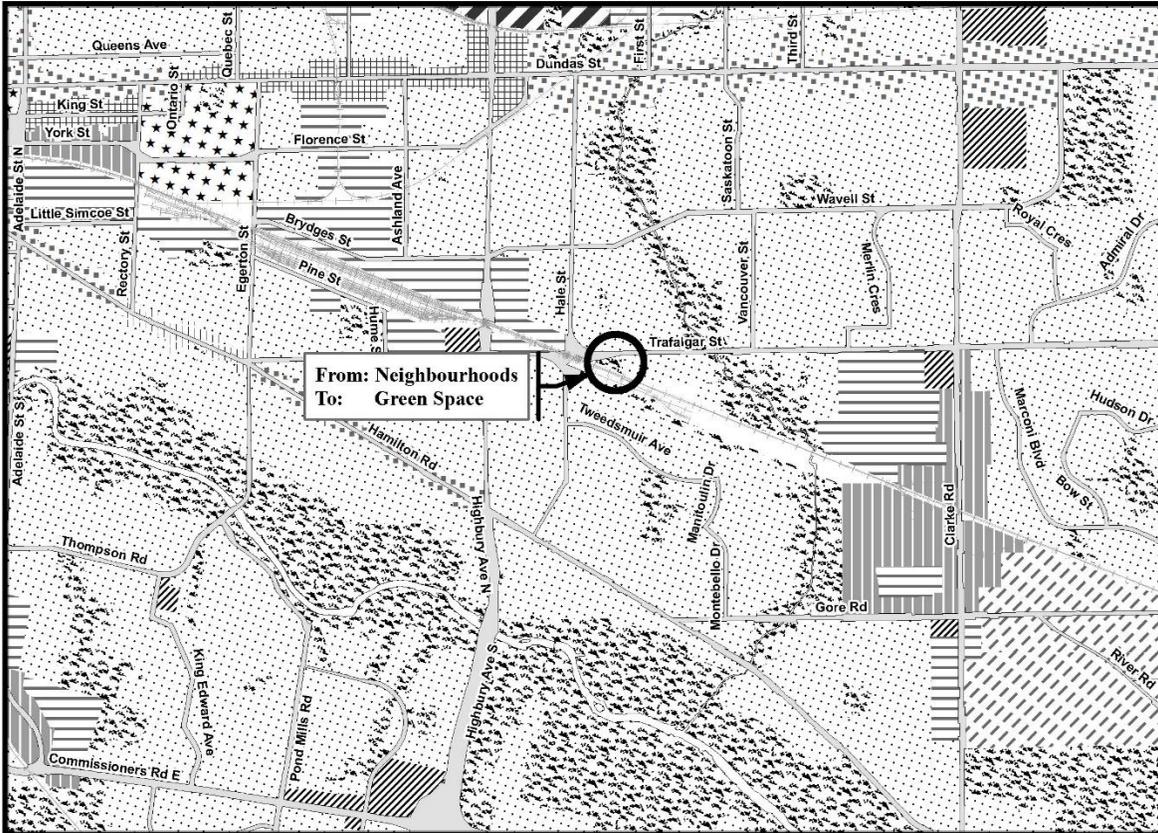
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-36 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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From: Neighbourhoods
To: Green Space

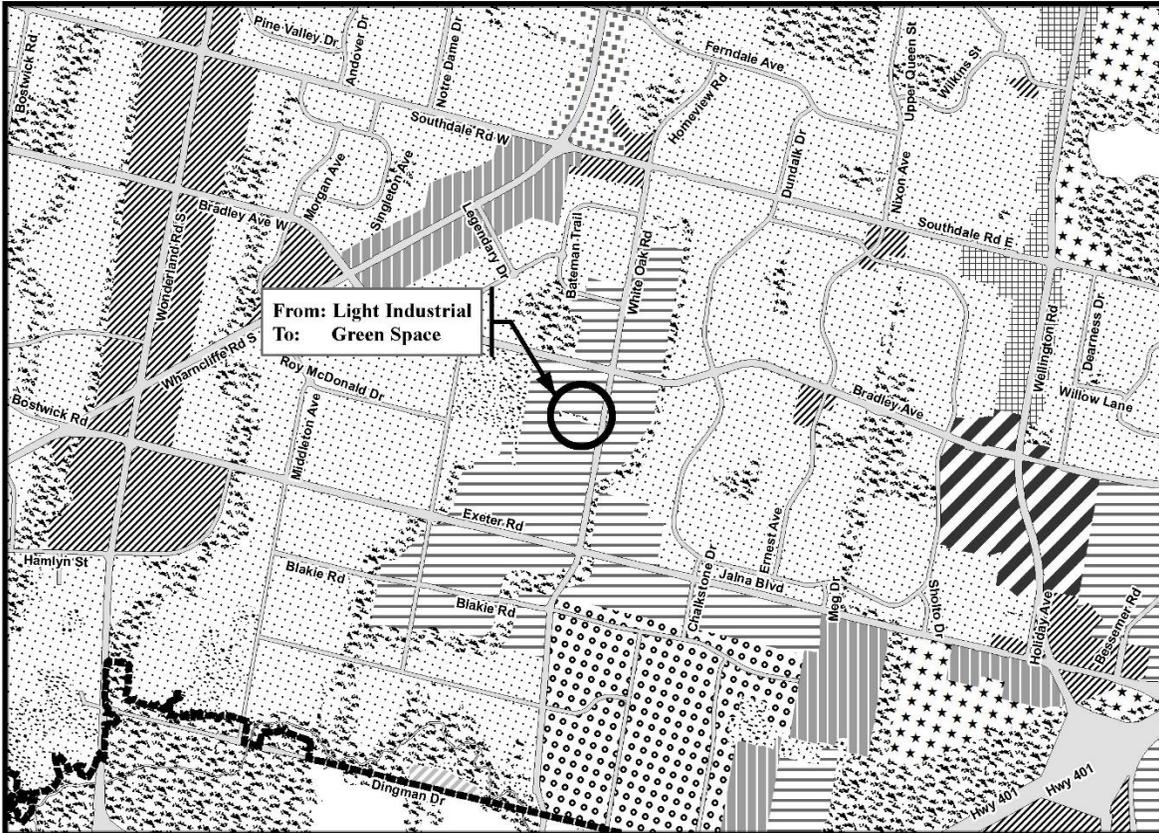
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-37 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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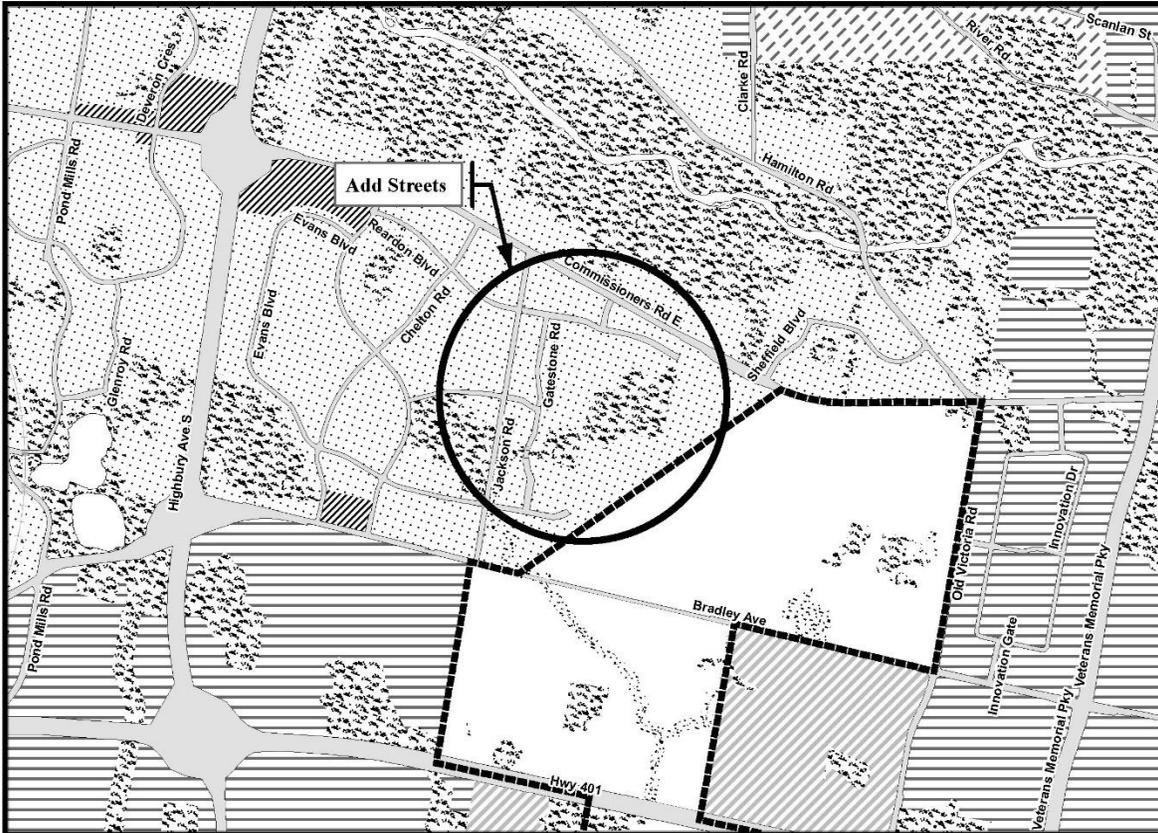
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-38 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/2/2023</p>
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Legend

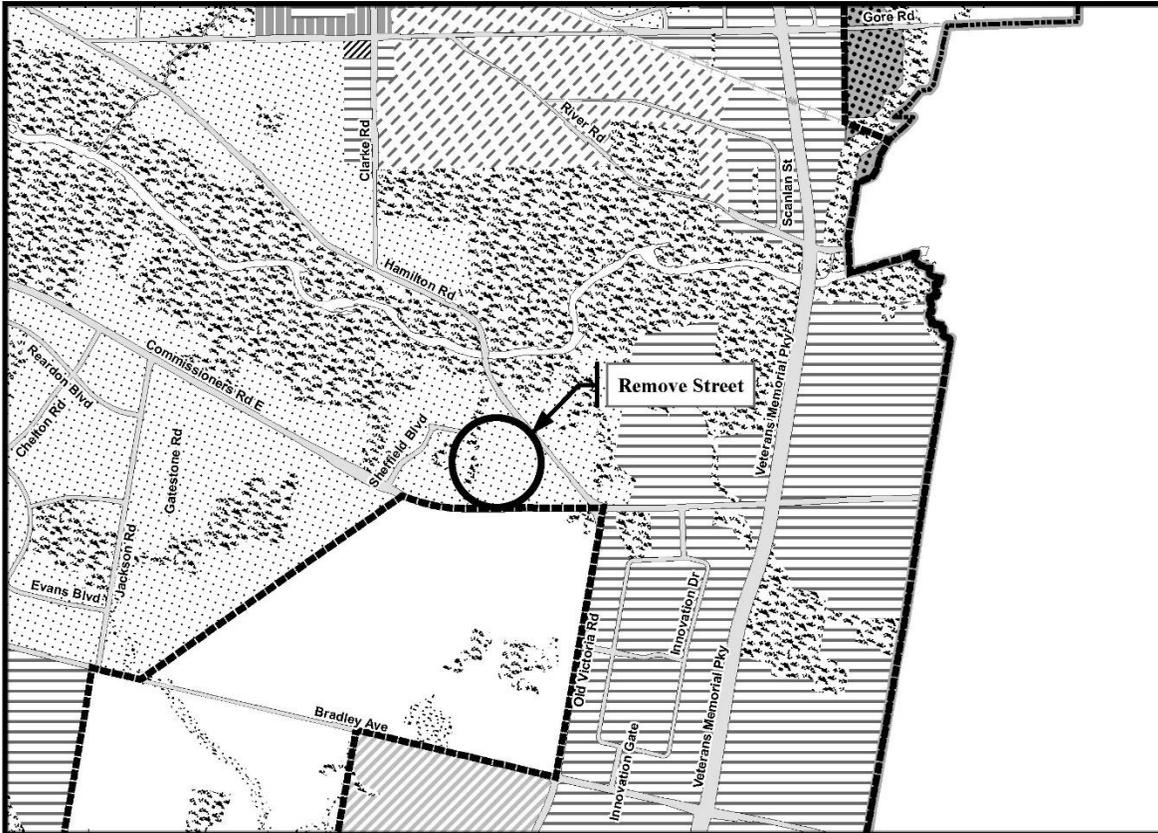
Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

OPA to 1989 Official Plan: OPA 667 (File Number: OZ-7176, O-7178)

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-39 TO OFFICIAL AMENDMENT NO. ____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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Legend

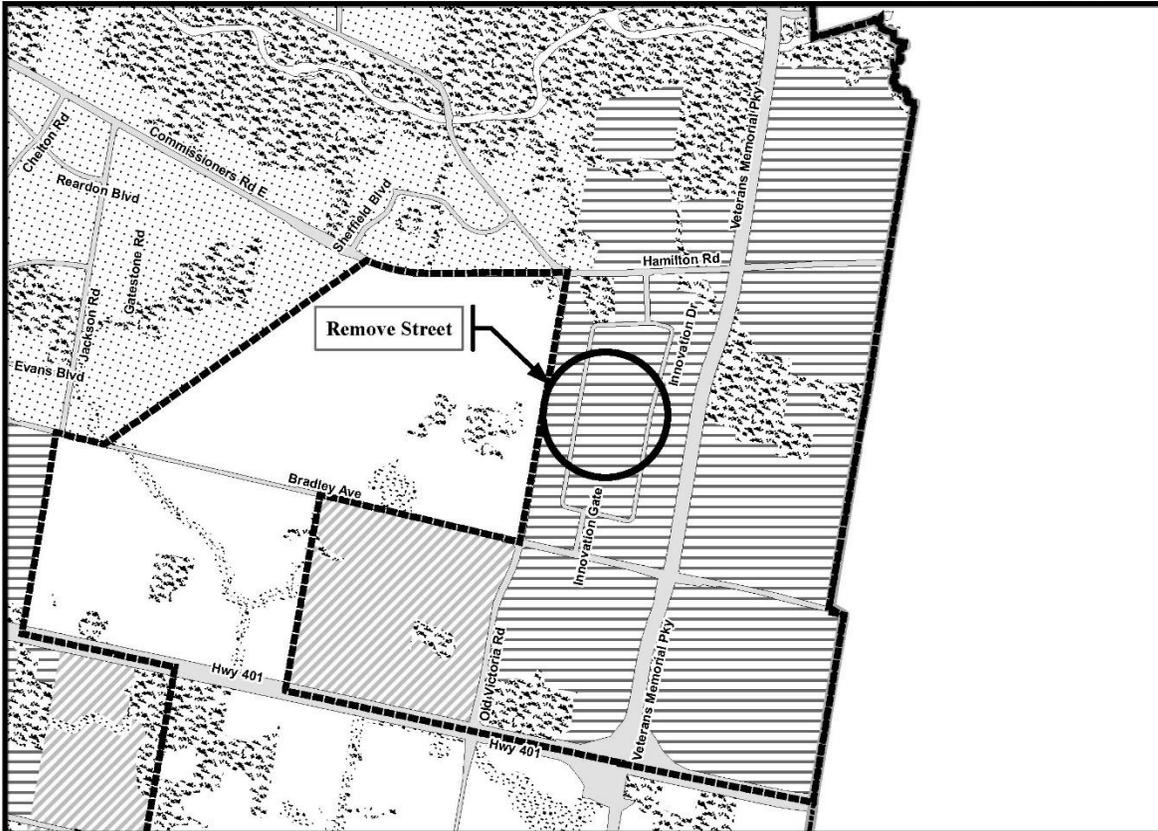
- | | | | | | |
|--|------------------------|--|--------------------------|--|---|
| | Downtown | | Future Community Growth | | Environmental Review |
| | Transit Village | | Heavy Industrial | | Farmland |
| | Shopping Area | | Light Industrial | | Rural Neighbourhood |
| | Rapid Transit Corridor | | Future Industrial Growth | | Waste Management Resource Recovery Area |
| | Urban Corridor | | Commercial Industrial | | Urban Growth Boundary |
| | Main Street | | Institutional | | |
| | Neighbourhoods | | Green Space | | |

OPA to 1989 Official Plan: OPA 661 (File Number: OZ-8796)

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-40 TO OFFICIAL AMENDMENT NO. ____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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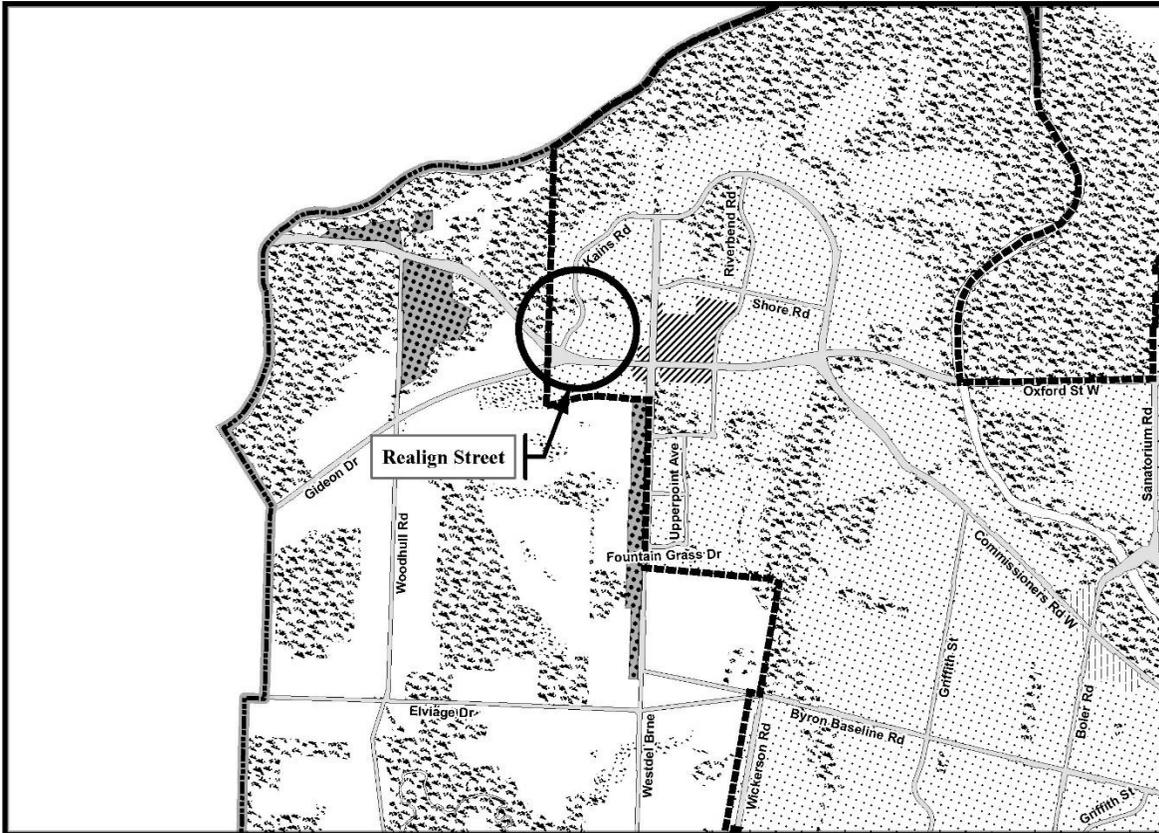
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-41 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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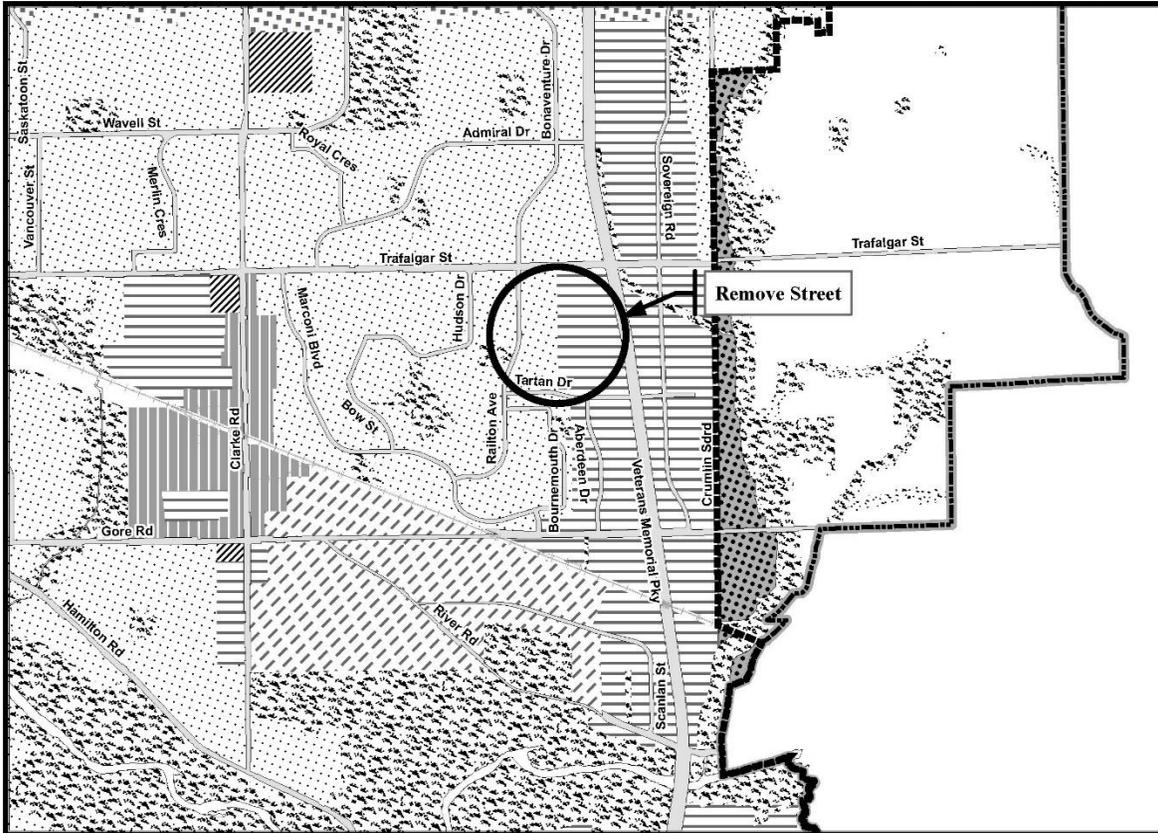
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhoods | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-42 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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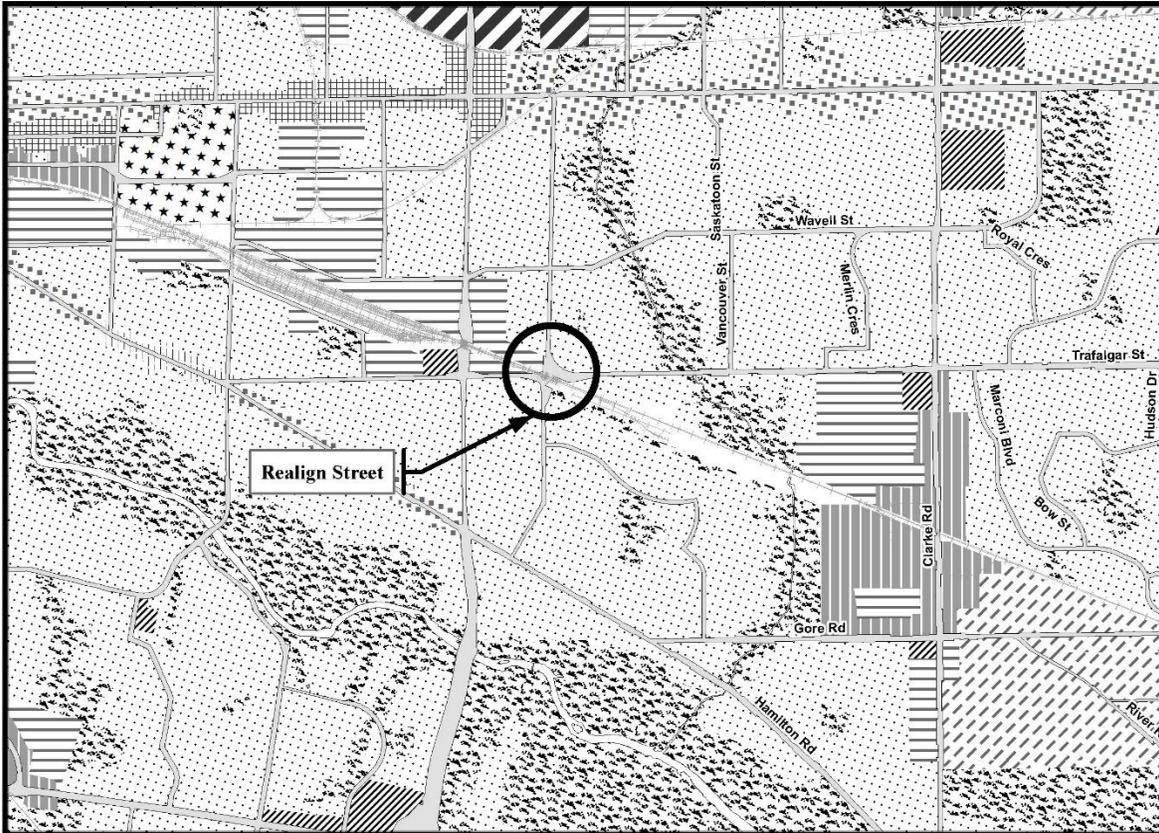
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-43 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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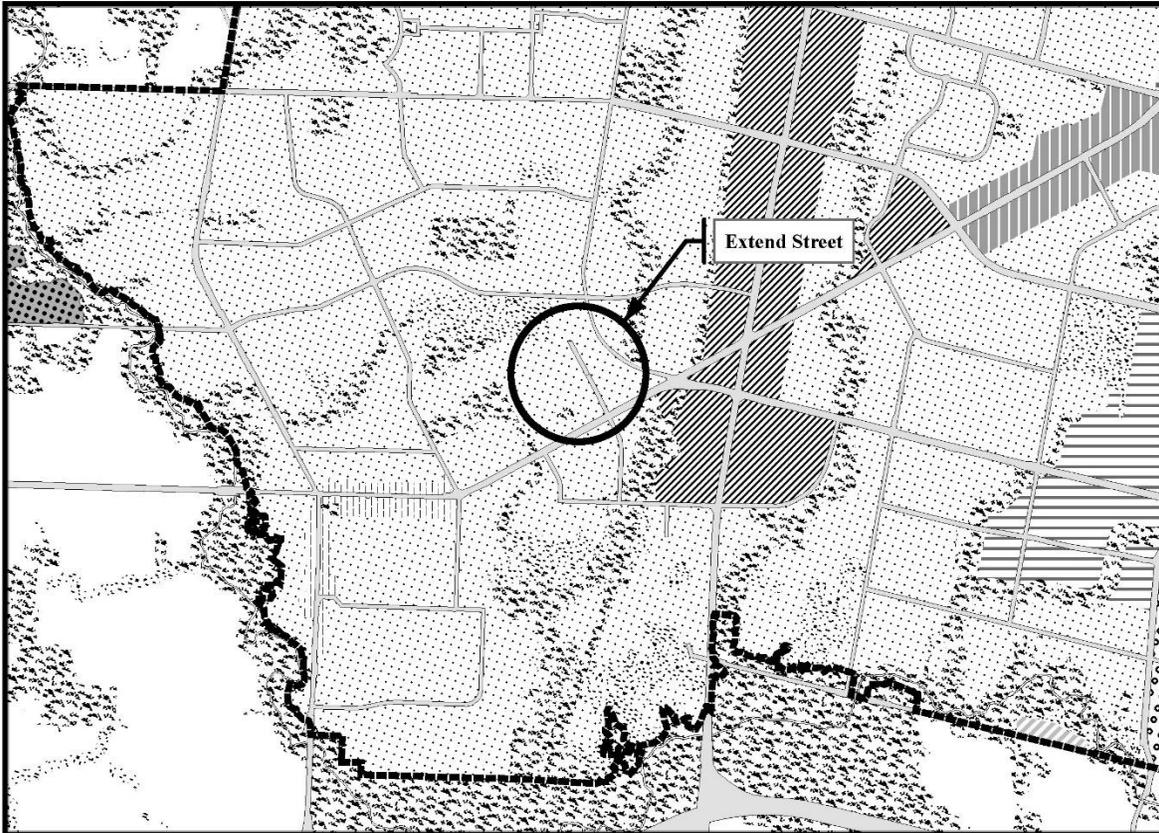
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-44 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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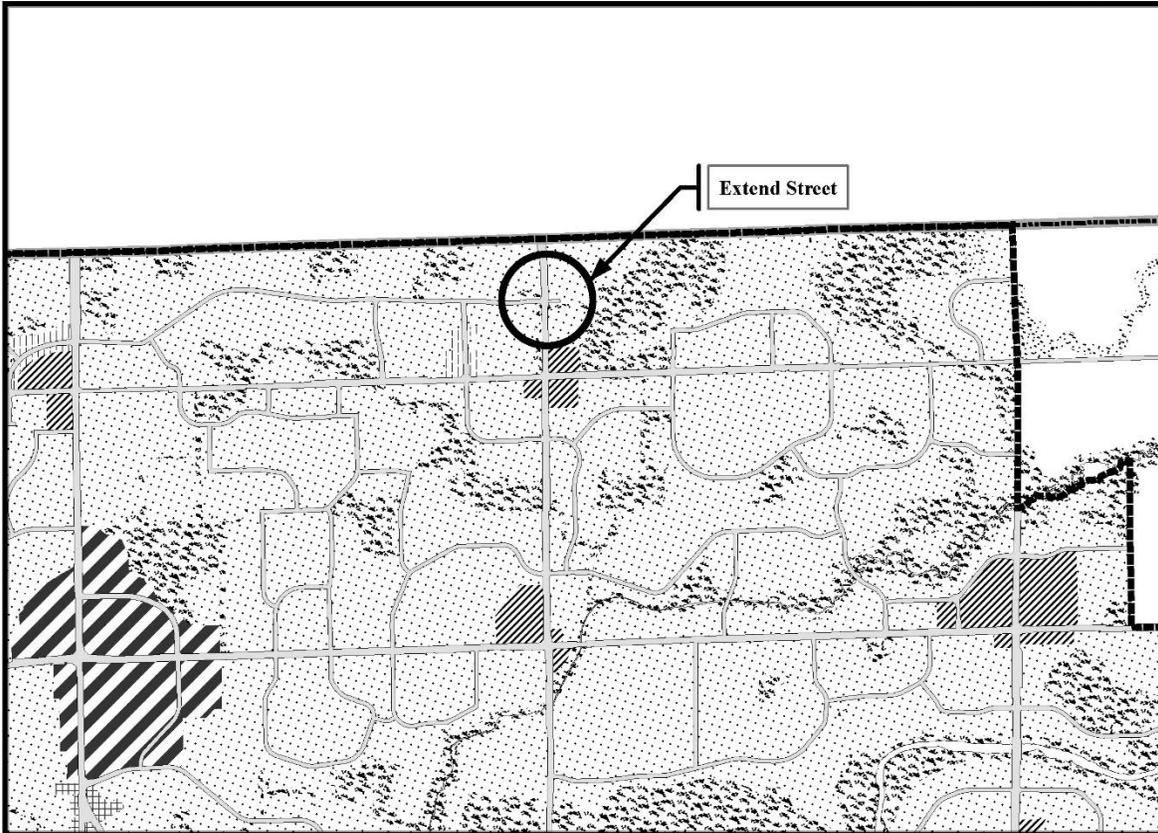
Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-45 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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Legend

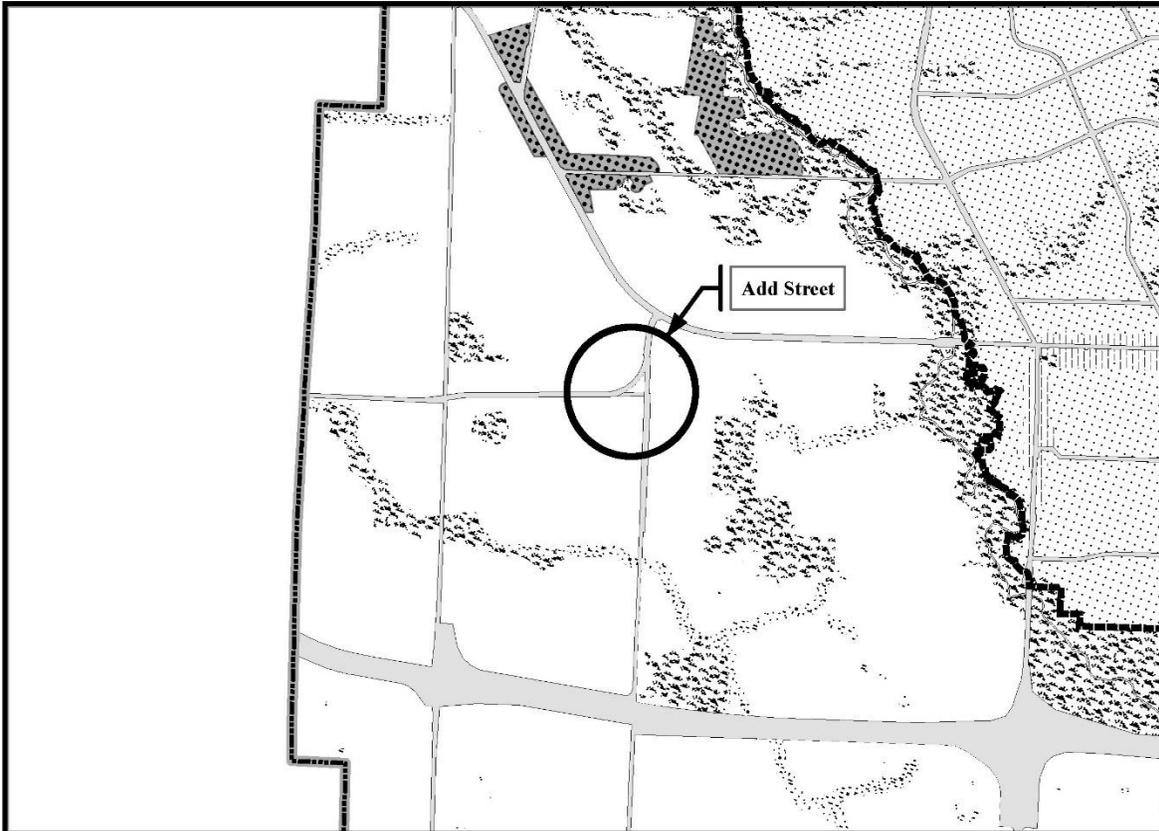
Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

OPA to 1989 Official Plan: OPA 706 (File Number: OZ-7921/39T-11502)

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p align="center">SCHEDULE 1-46 TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p align="center"><small>PREPARED BY: Planning & Development</small></p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhoods	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE 1-47 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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SCHEDULE 2

AMENDMENT NO:



Legend

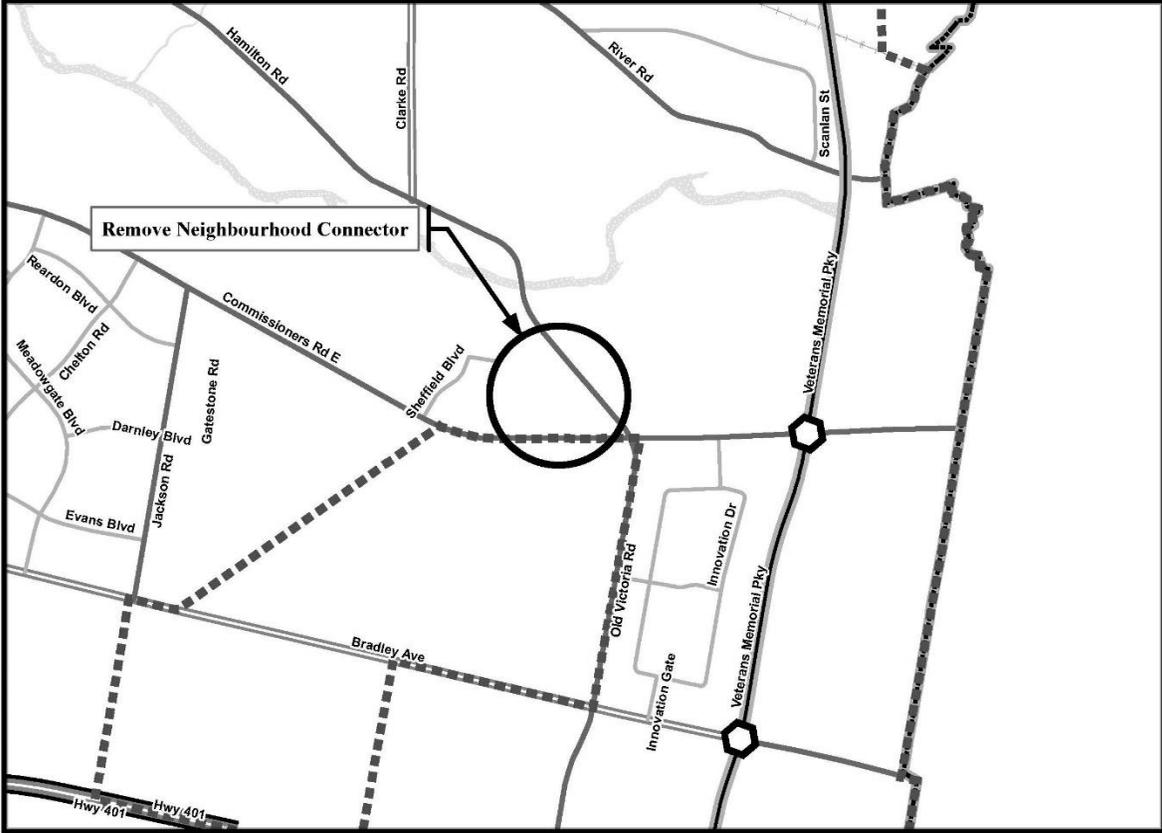
- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

OPA to 1989 Official Plan: OPA 667 (File Number: OZ-7176, O-7178)

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p align="center">SCHEDULE 2-1 TO OFFICIAL AMENDMENT NO. ___</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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Legend

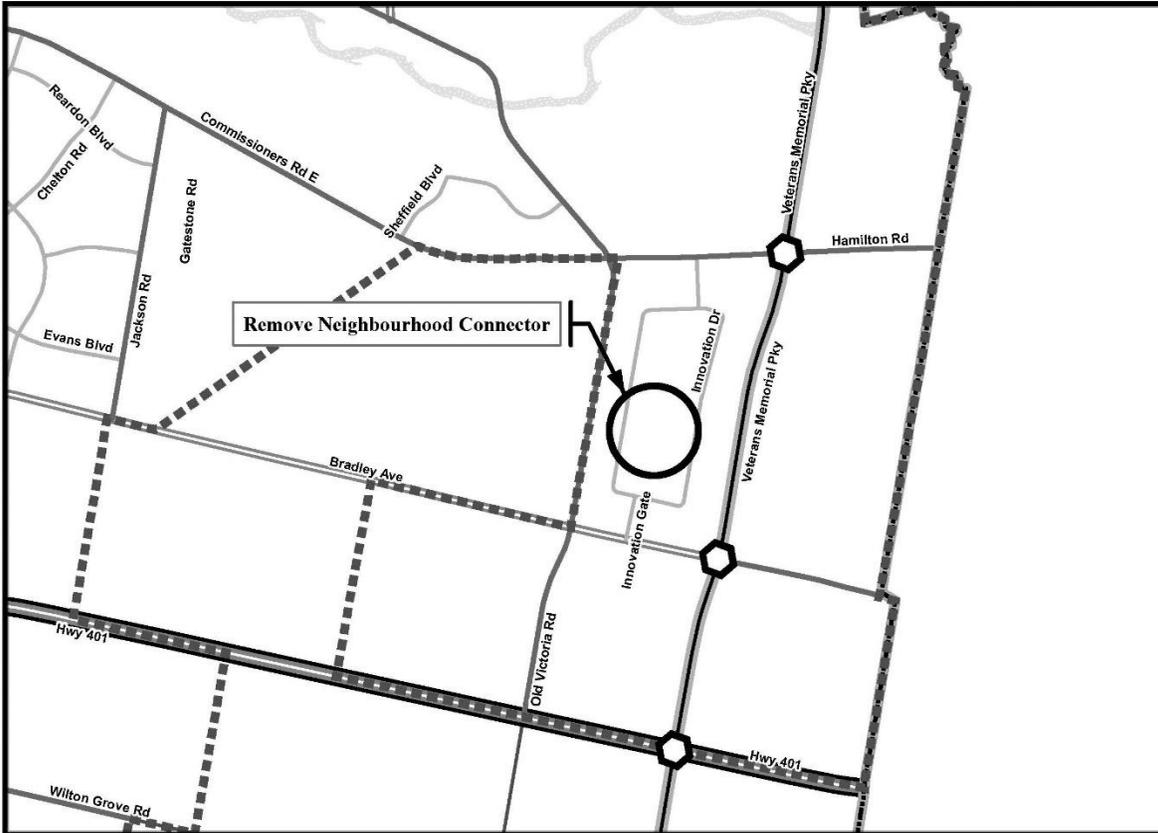
- Provincial Highway
- Expressway
- Urban Thoroughfare
- Rapid Transit Boulevard
- Civic Boulevard
- Main Street
- Neighbourhood Connector
- Rural Thoroughfare
- Rural Connector
- Interchanges
- Rapid Transit Stations
- Urban Growth Boundary

OPA to 1989 Official Plan: OPA 661 (File Number: OZ-8796)

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p>SCHEDULE 2-2 TO OFFICIAL AMENDMENT NO. _____</p> <p><small>PREPARED BY: Planning & Development</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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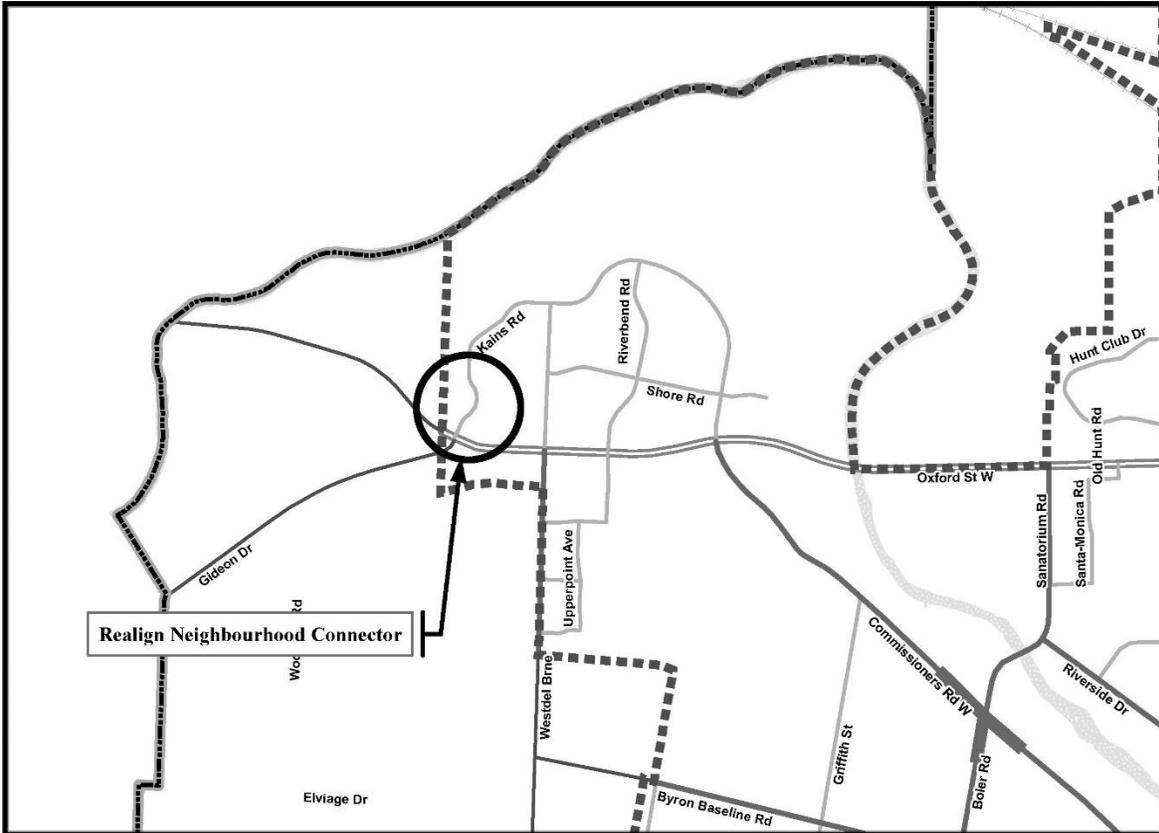
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p>SCHEDULE 2-3 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p style="text-align: center;"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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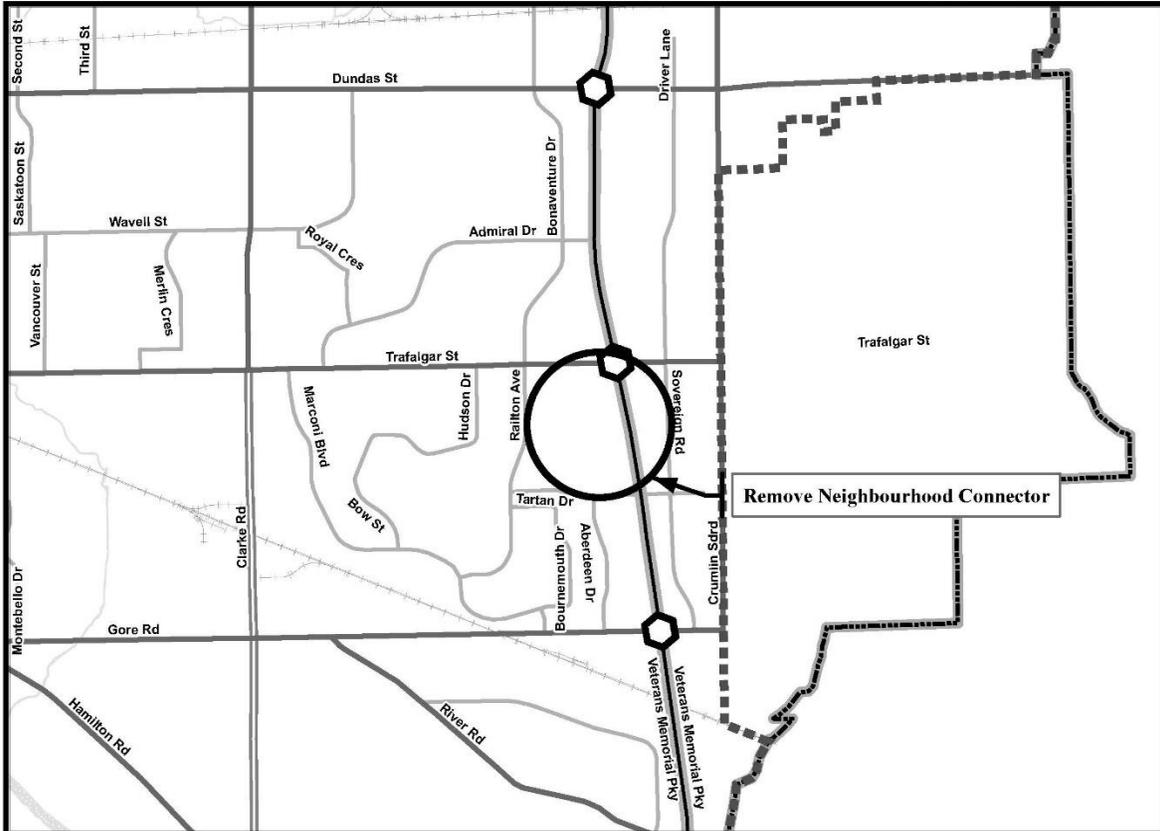
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p align="center">SCHEDULE 2-4 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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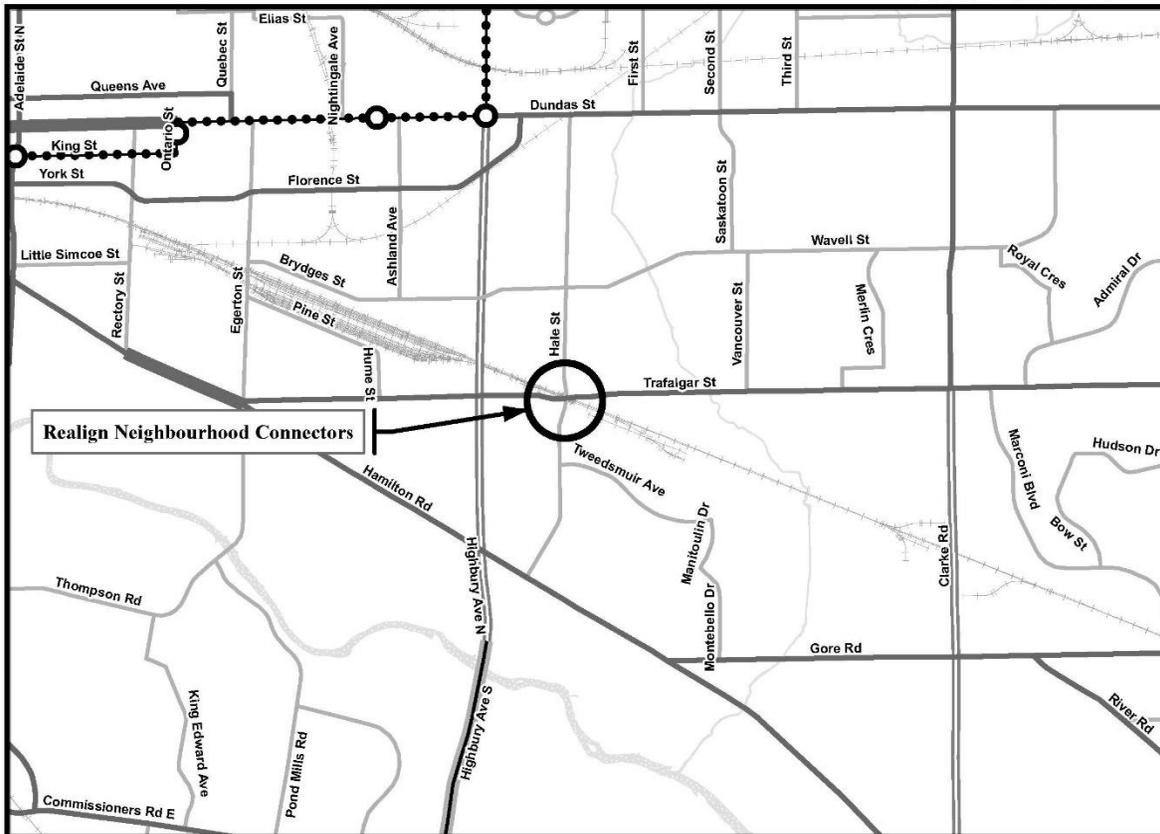
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p>SCHEDULE 2-5 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p style="text-align: center;"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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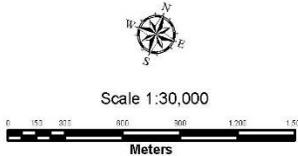
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

**SCHEDULE 2-6
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development

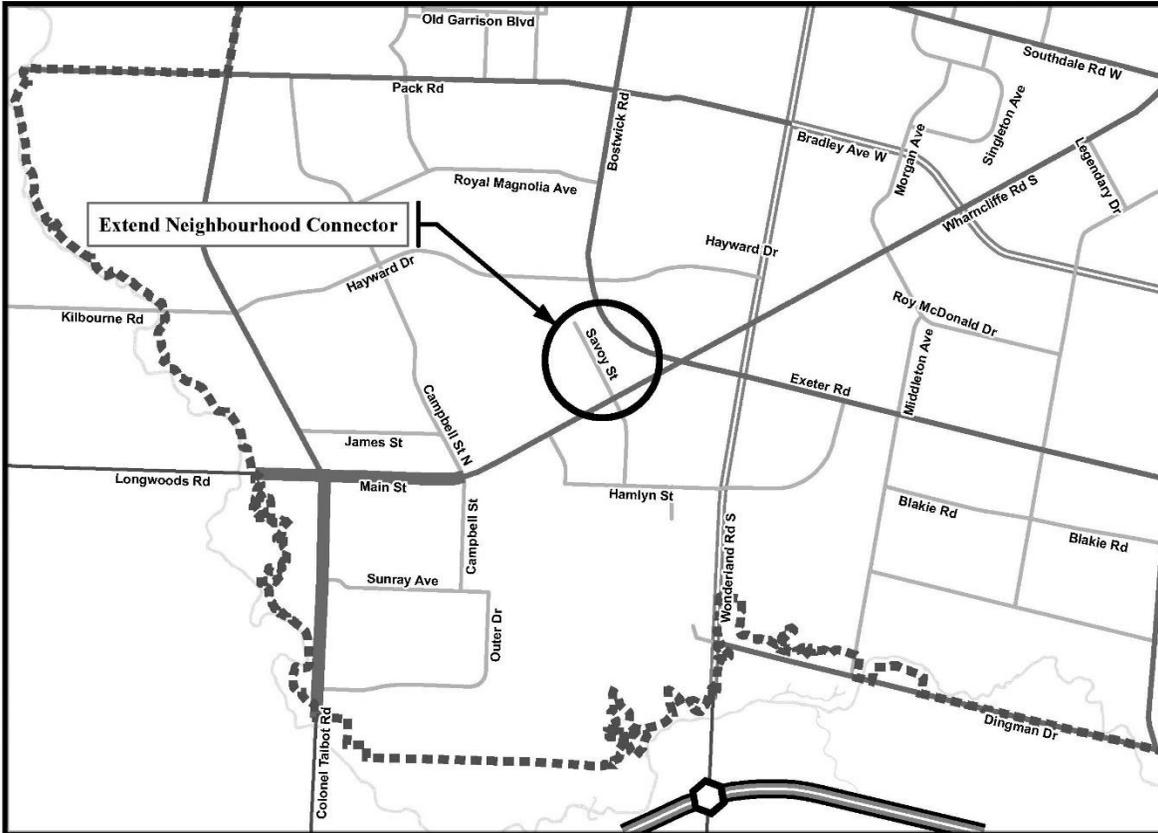


FILE NUMBER: O-9555

PLANNER: JL

TECHNICIAN: JI

DATE: 3/7/2023



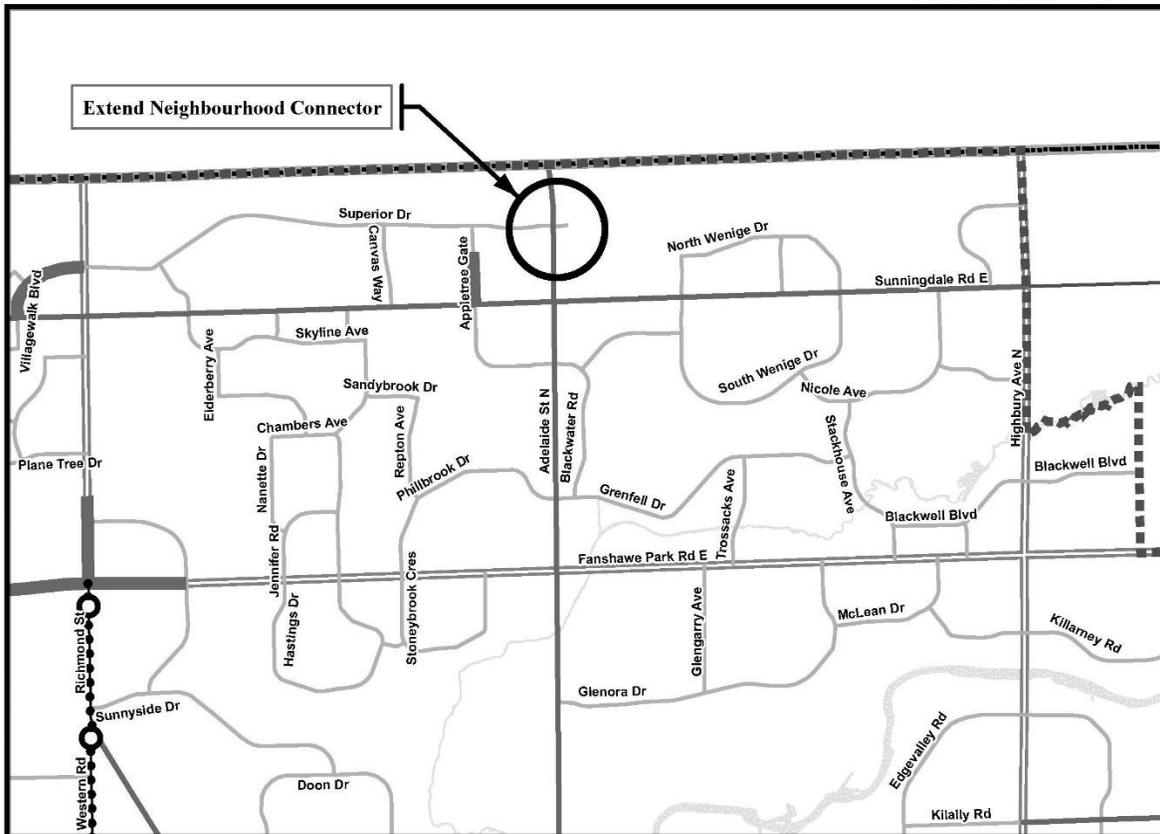
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p align="center">SCHEDULE 2-7 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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Legend

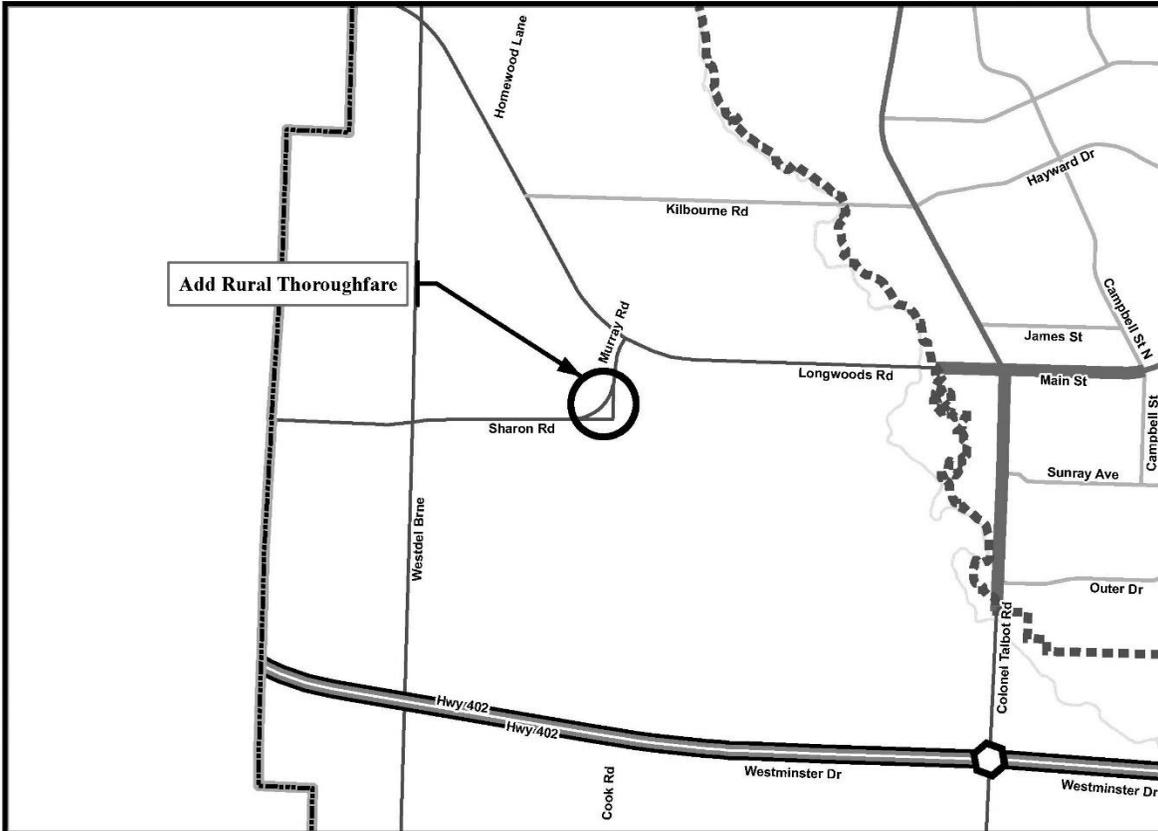
- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

OPA to 1989 Official Plan: OPA 706 (File Number: OZ-7921/39T-11502)

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p>SCHEDULE 2-8 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p style="text-align: center;"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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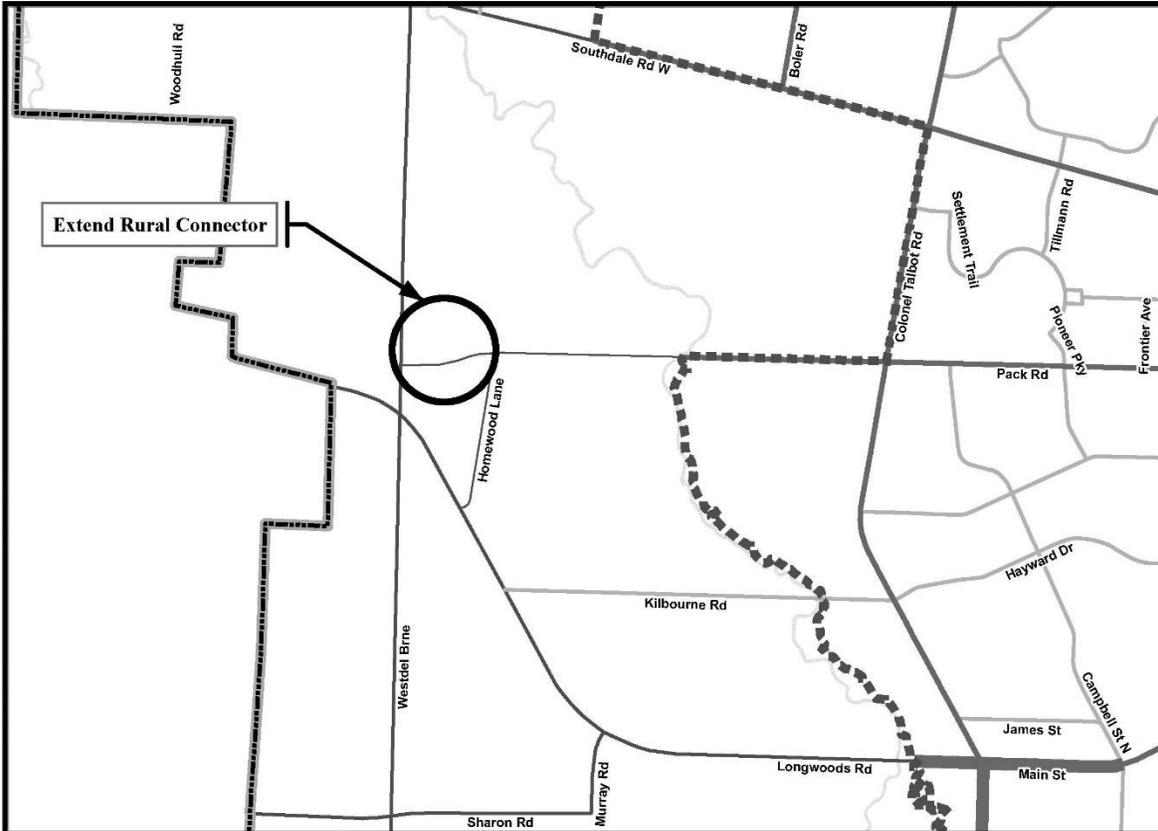
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p align="center">SCHEDULE 2-9 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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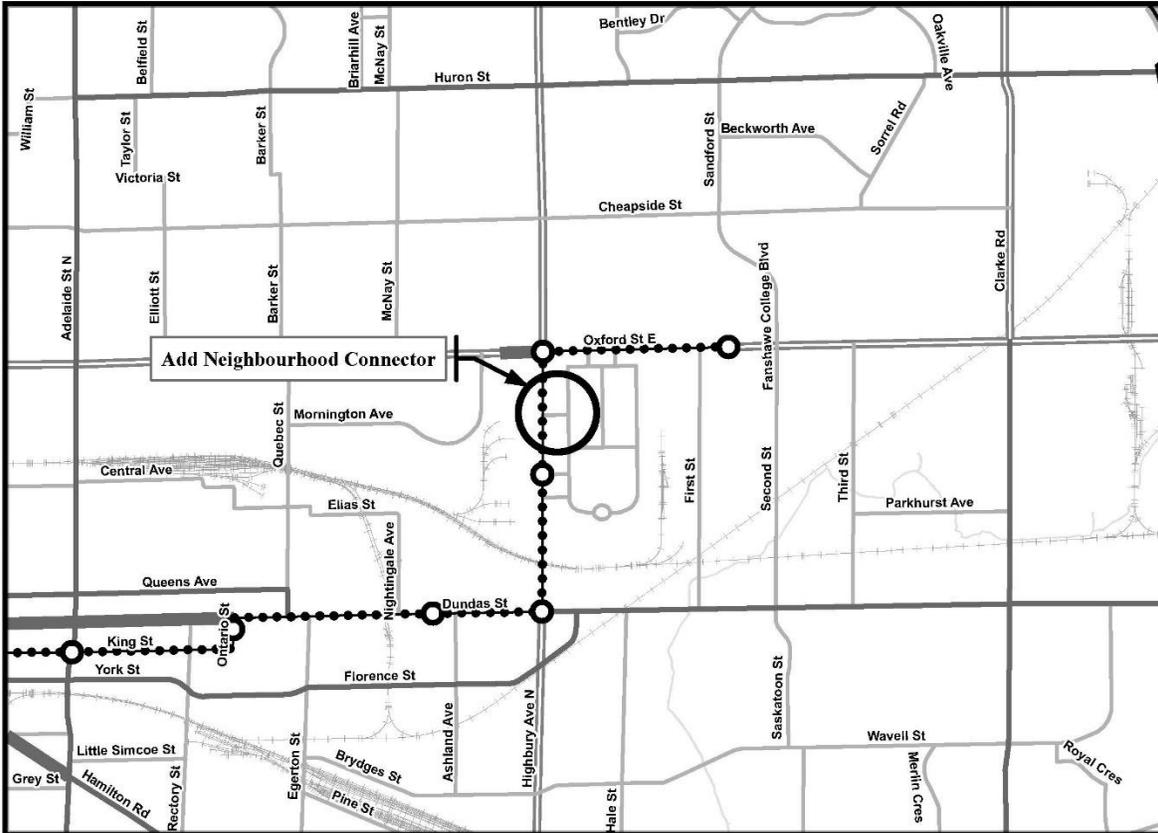
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p align="center">SCHEDULE 2-10 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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Legend

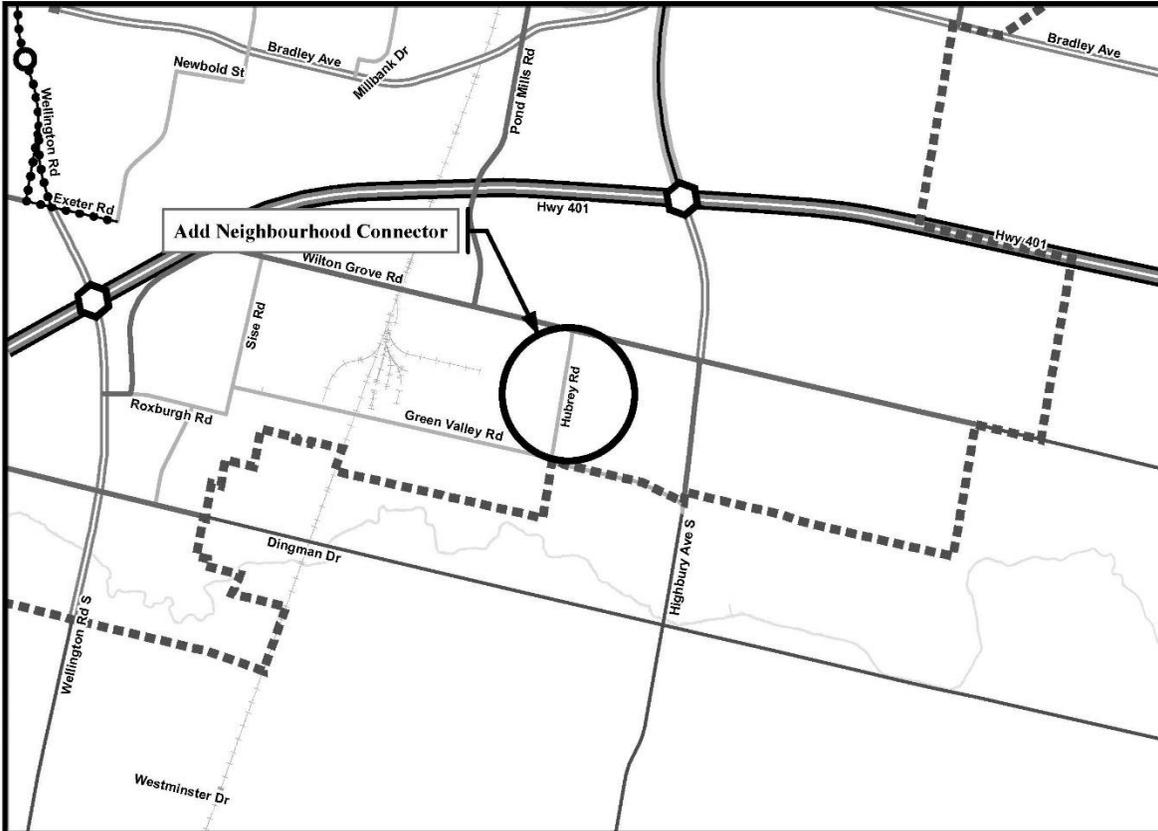
- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

OPA to 1989 Official Plan: OPA 63 (File Number: OZ-9324)

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p>SCHEDULE 2-11 TO OFFICIAL AMENDMENT NO. ____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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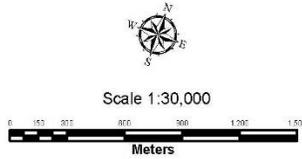
Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

**SCHEDULE 2-12
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development

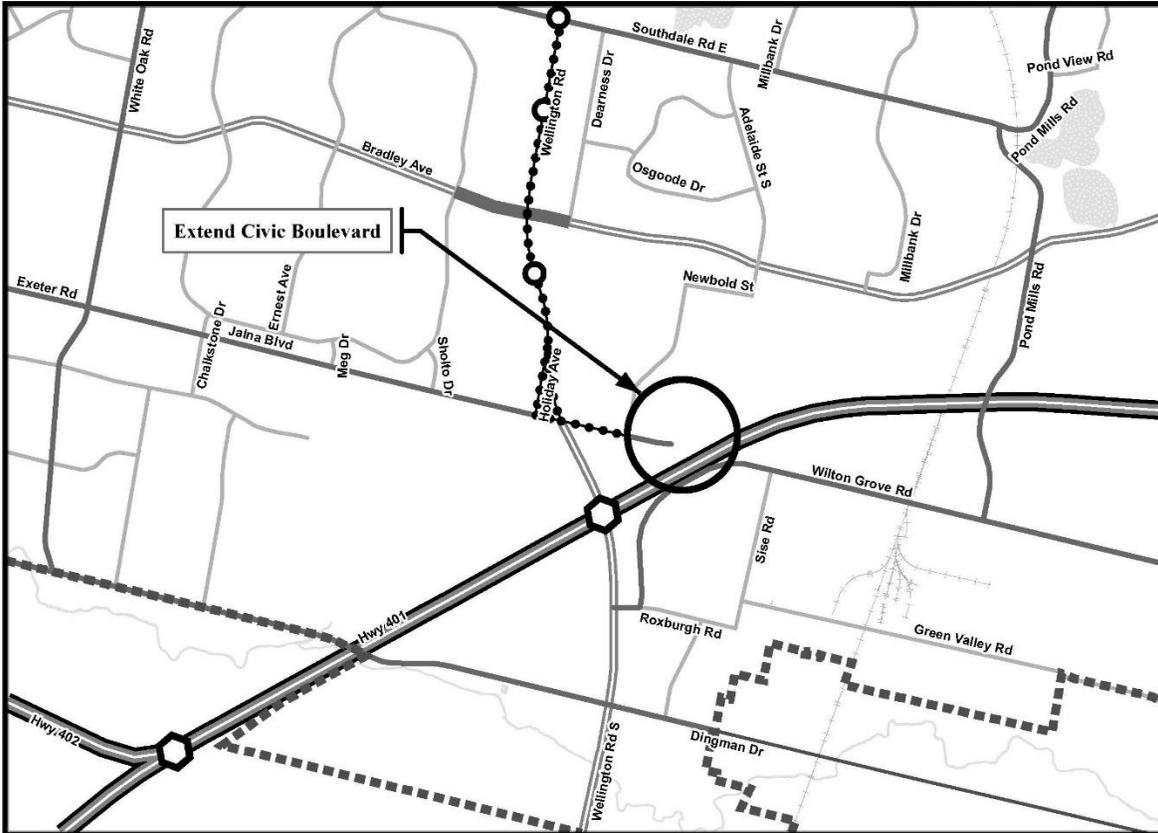


FILE NUMBER: O-9555

PLANNER: JL

TECHNICIAN: JI

DATE: 3/7/2023



Legend

- | | | | | | |
|--|-------------------------|--|-------------------------|--|------------------------|
| | Provincial Highway | | Main Street | | Interchanges |
| | Expressway | | Neighbourhood Connector | | Rapid Transit Stations |
| | Urban Thoroughfare | | Rural Thoroughfare | | Urban Growth Boundary |
| | Rapid Transit Boulevard | | Rural Connector | | |
| | Civic Boulevard | | | | |

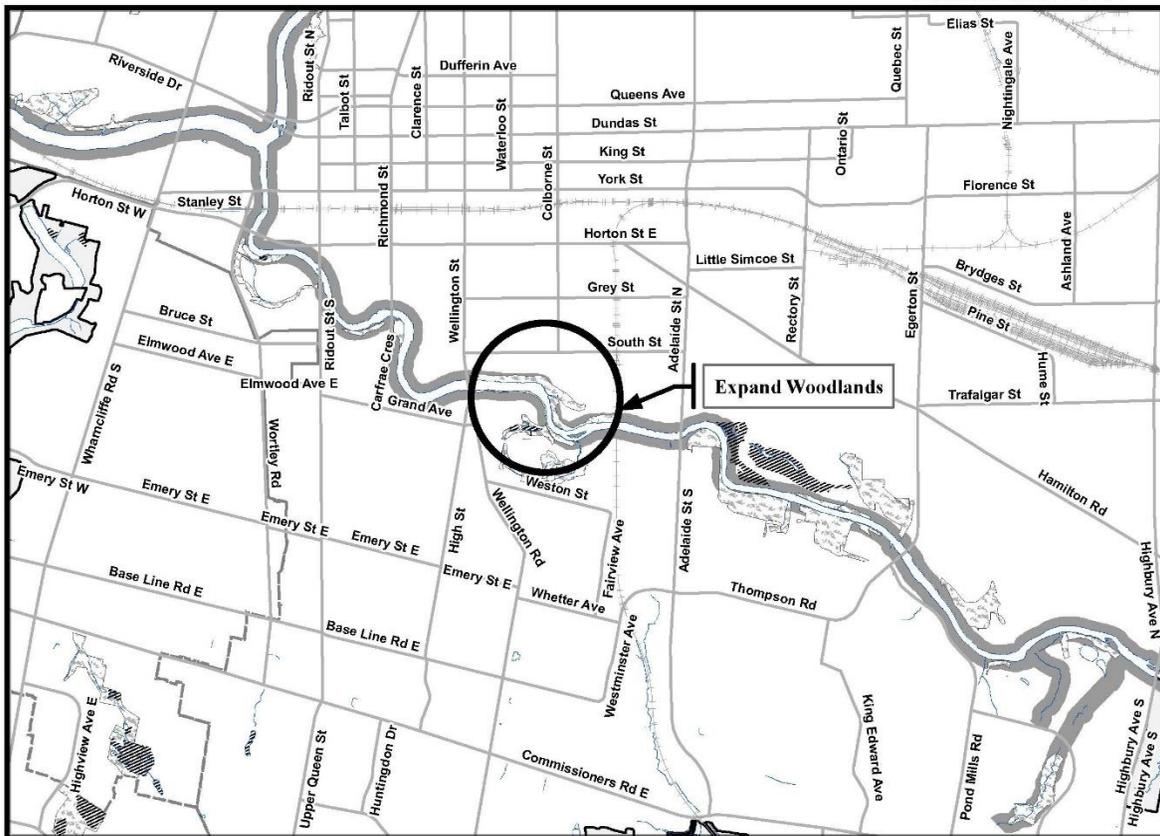
This is an excerpt from the Planning Division's working consolidation of Map 3 - Street Classifications of the London Plan, with added notations.

<p>SCHEDULE 2-13 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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SCHEDULE 3

AMENDMENT NO:



NATURAL HERITAGE SYSTEM

- Provincially Significant Wetlands
- Wetlands
- Unevaluated Wetlands
- Significant Woodlands
- Woodlands
- Significant Valley Lands
- Valley Lands
- Areas of Natural and Scientific Interest
- Environmentally Significant Areas (ESA)
- Potential ESAs
- Upland Corridors
- Potential Naturalization Areas
- Unevaluated Vegetation Patches

Base Map Features

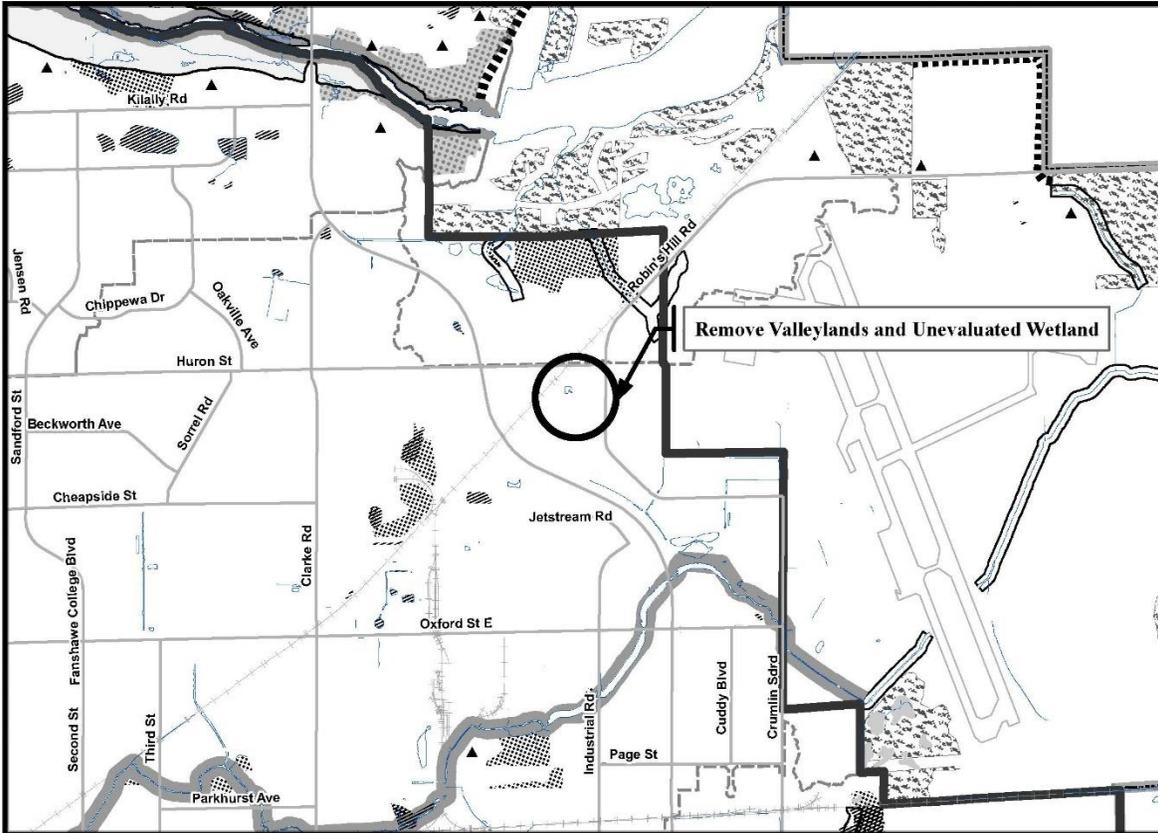
- Railways
- Water Courses/Ponds
- Streets (see Map 3)
- Conservation Authority Boundary
- Subwatershed Boundary
- Subject to Site Specific Appeals (LPAT Appeal PL170100)

OPA to 1989 Official Plan: OPA 586 (File Number: O-8158)

This is an excerpt from the Planning Division's working consolidation of Map 5 - Natural Heritage of the London Plan, with added notations.

<p>SCHEDULE 3-1 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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Document Path: "\\cfile1\giswork\Planning\Projects\p_officialplan\workconsol\00\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\MXD\Schedule 3\Schedule3-1_Map5_NaturalHeritage.mxd"



NATURAL HERITAGE SYSTEM		Base Map Features
Provincially Significant Wetlands	Areas of Natural and Scientific Interest	Railways
Wetlands	Environmentally Significant Areas (ESA)	Water Courses/Ponds
Unevaluated Wetlands	Potential ESAs	Streets (see Map 3)
Significant Woodlands	Upland Corridors	Conservation Authority Boundary
Woodlands	Potential Naturalization Areas	Subwatershed Boundary
Significant Valley Lands	Unevaluated Vegetation Patches	
Valley Lands		Subject to Site Specific Appeals (LPAT Appeal PL170100)

This is an excerpt from the Planning Division's working consolidation of Map 5 - Natural Heritage of the London Plan, with added notations.

<p>SCHEDULE 3-2 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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AMENDMENT NO:



NATURAL HERITAGE SYSTEM

- Provincially Significant Wetlands
- Wetlands
- Unevaluated Wetlands
- Significant Woodlands
- Woodlands
- Significant Valley Lands
- Valley Lands
- Areas of Natural and Scientific Interest
- Environmentally Significant Areas (ESA)
- Potential ESAs
- Upland Corridors
- Potential Naturalization Areas
- Unevaluated Vegetation Patches

Base Map Features

- Railways
- Water Courses/Ponds
- Streets (see Map 3)
- Conservation Authority Boundary
- Subwatershed Boundary
- Subject to Site Specific Appeals (LPAT Appeal PL170100)

OPA to 1989 Official Plan: OPA 650 (File Number: OZ-8667)

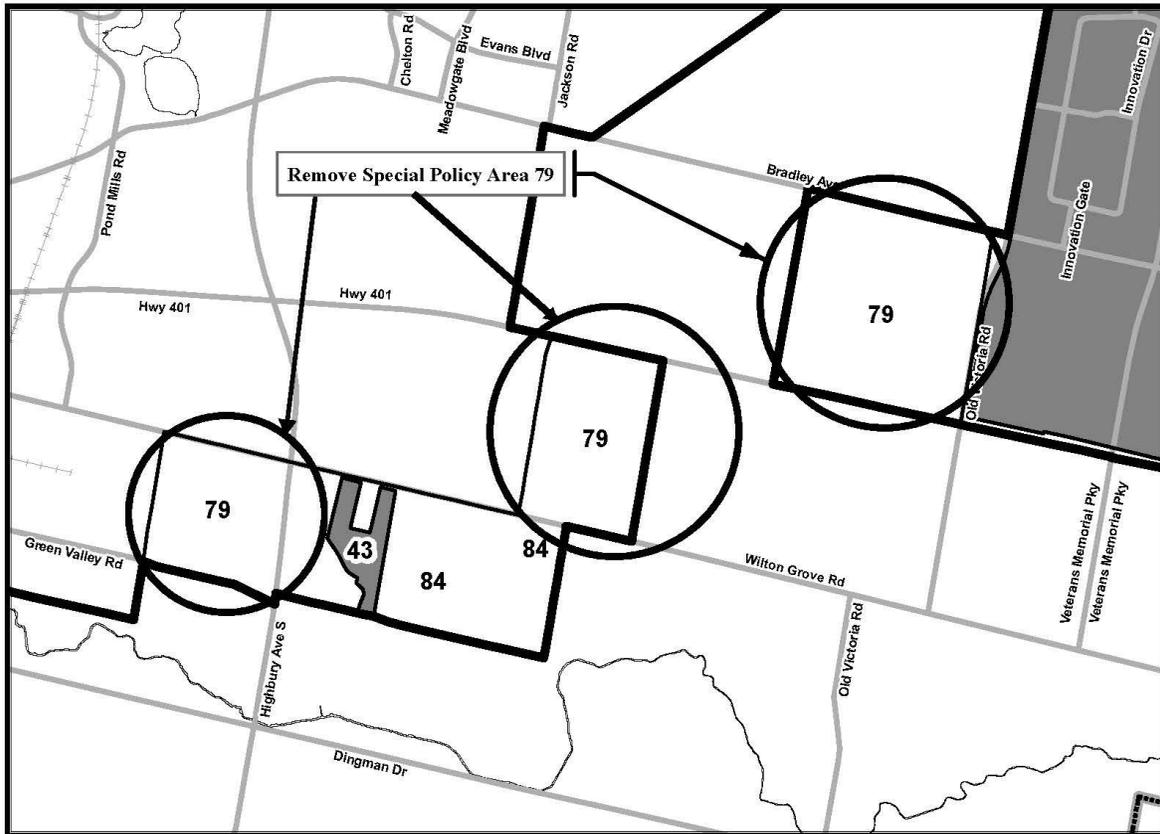
This is an excerpt from the Planning Division's working consolidation of Map 5 - Natural Heritage of the London Plan, with added notations.

<p>SCHEDULE 3-3 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/8/2023</p>
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SCHEDULE 4

AMENDMENT NO:



LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

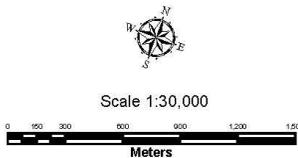
BASE MAP FEATURES

-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

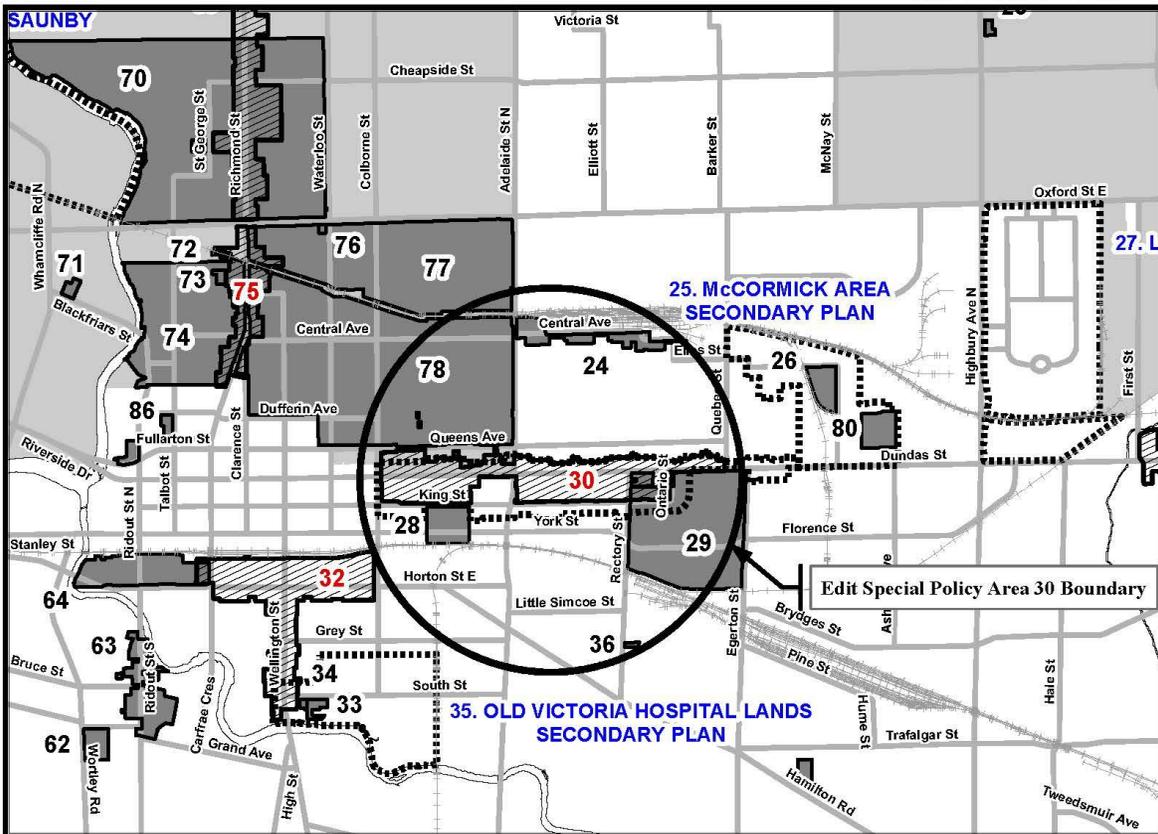
**SCHEDULE 4-1
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/3/2023

Document Path: "\\file1\giswork\Planning\Projects\p_officialplan\workconsol\00amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\MXDs\Schedule 4\Schedule4-1_Map7_SpecialPolicyAreas.mxd"

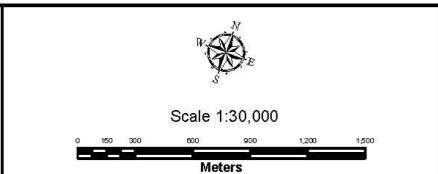


LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

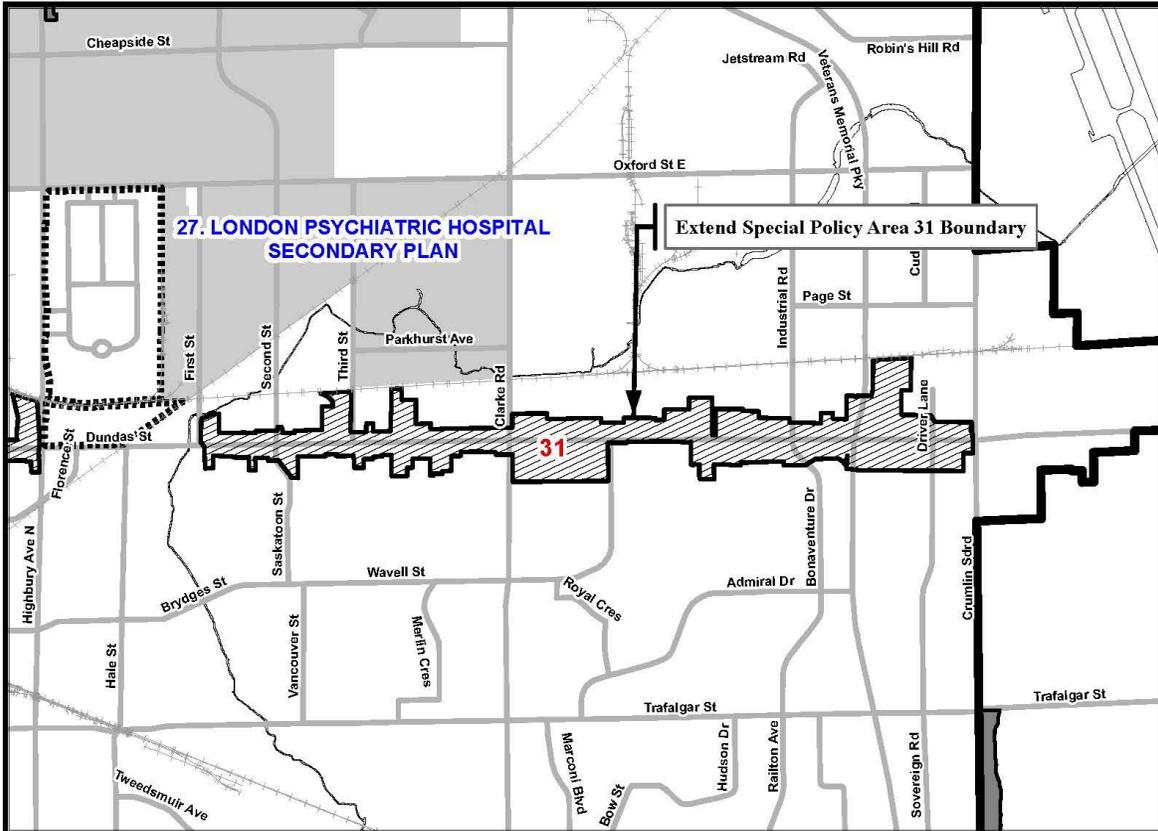
**SCHEDULE 4-2
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023

Document Path: "I:\file\gis\work\Planning\Projects\p_officialplan\work\consolidations\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\MXD\Schedule 4\Schedule4-2_Map7_SpecialPolicyAreas.mxd"

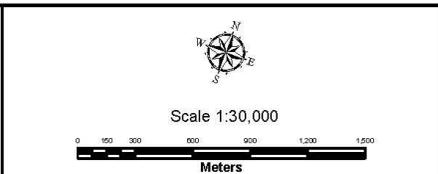


LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

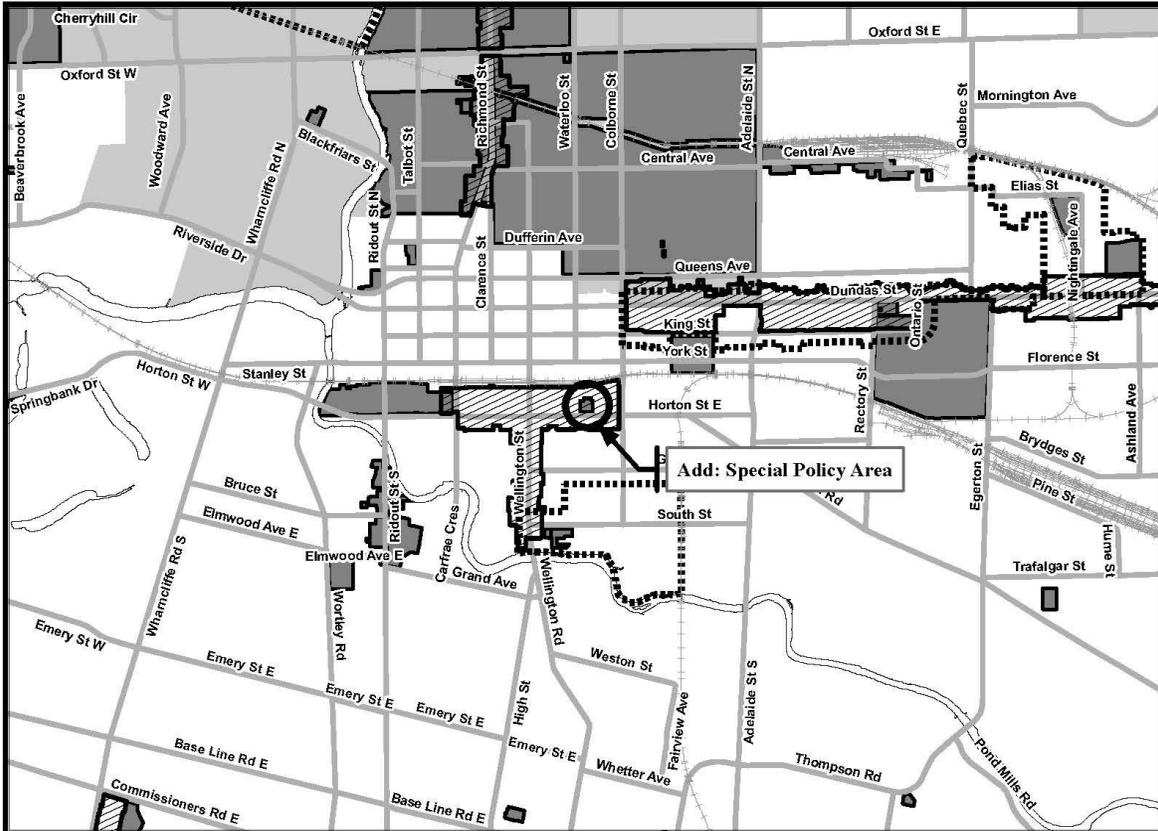
SCHEDULE 4-3
TO
OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023

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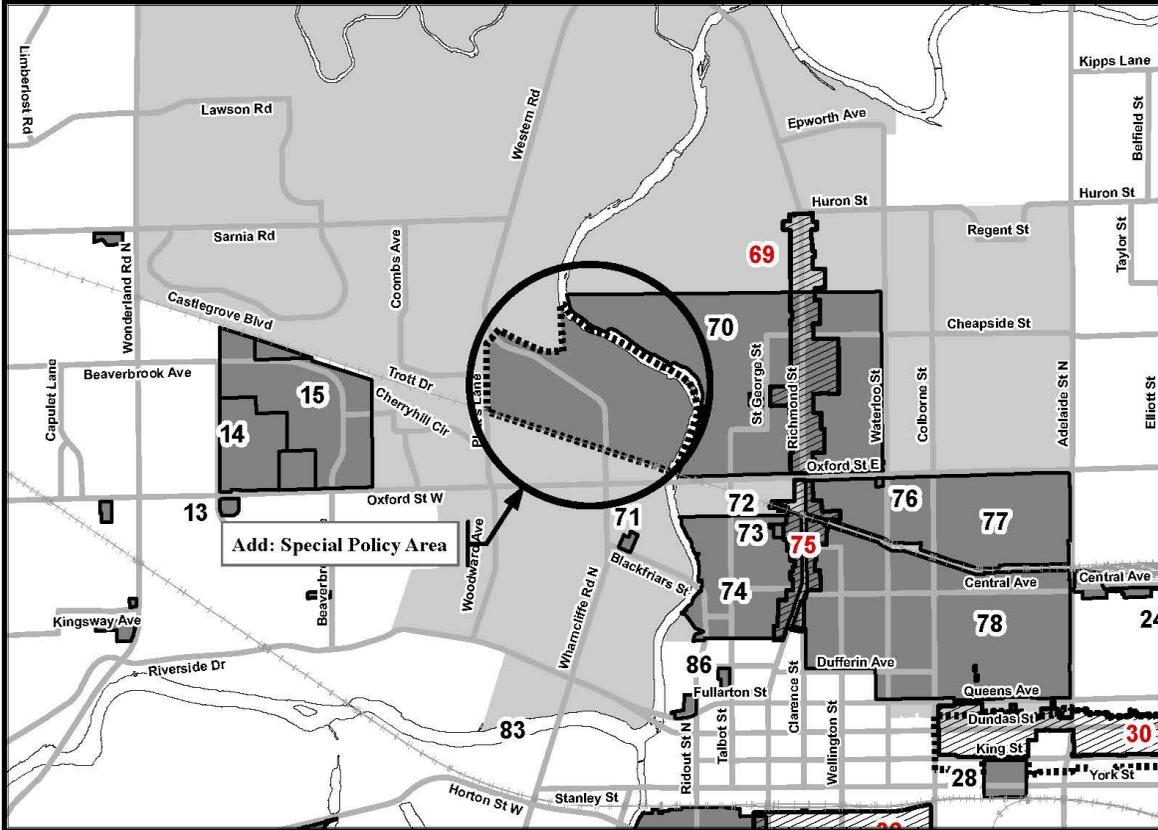


LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

OPA to 1989 Official Plan: OPA 642 (File Number: OZ-8598)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p>SCHEDULE 4-4 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

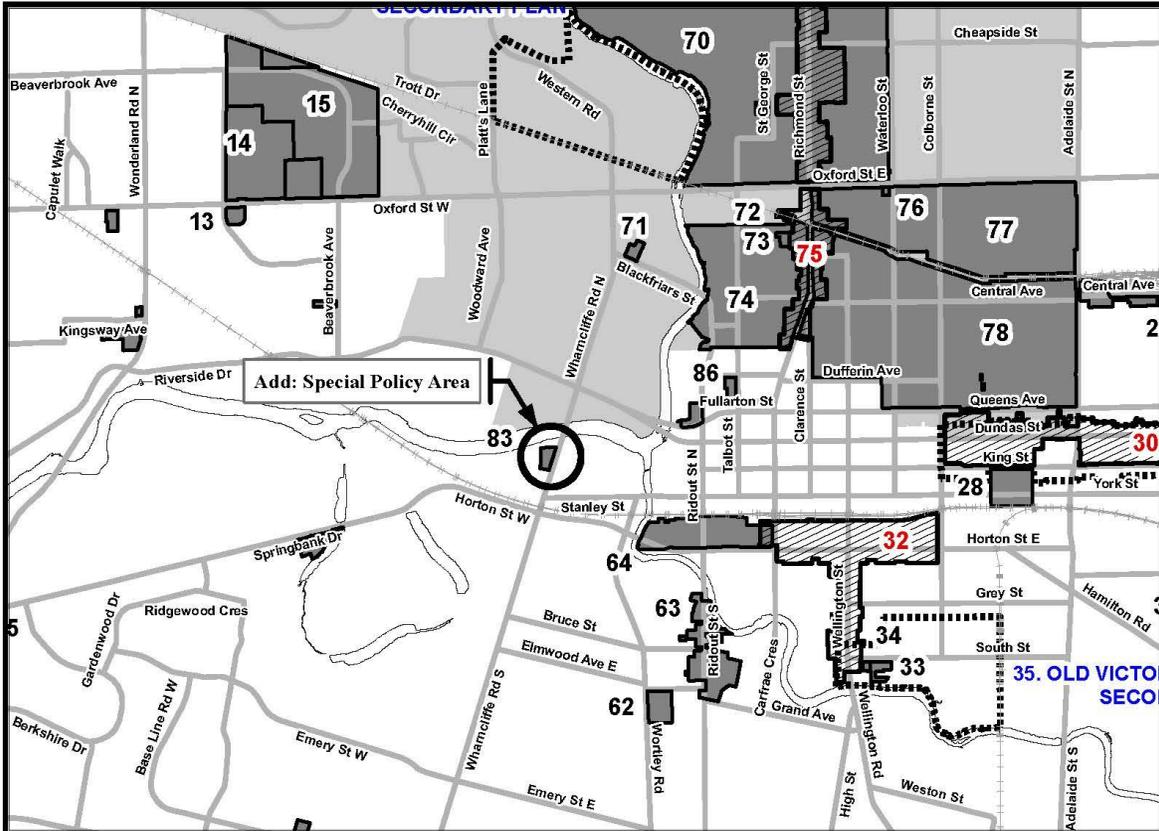
- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

OPA to 1989 Official Plan: OPA 646 (File Number: O-8478)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 4-5 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 0 150 300 600 900 1200 1500 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

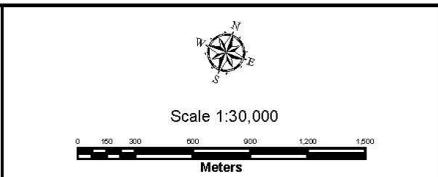
- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

OPA to 1989 Official Plan: OPA 647 (File Number: OZ-8484)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

**SCHEDULE 4-6
TO
OFFICIAL AMENDMENT NO. _____**

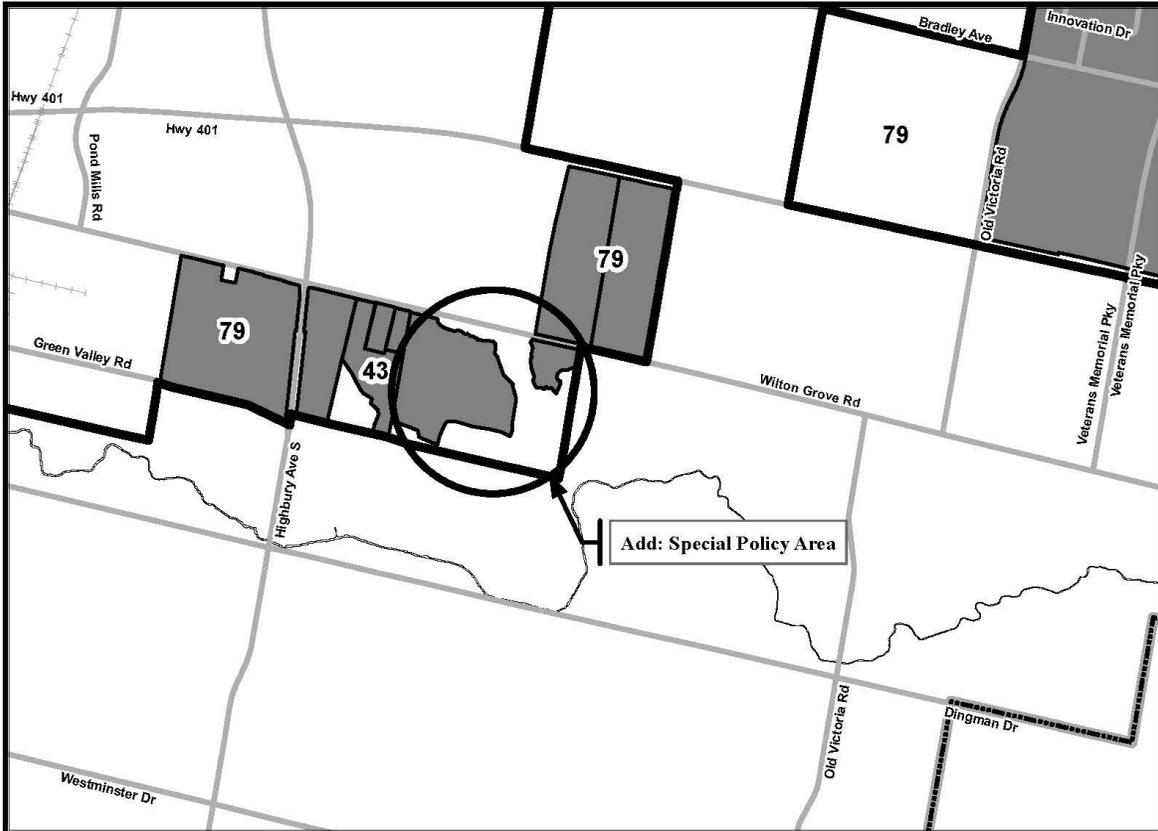
PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023

Document Path: "I:\file1\giswork\planning\Projects\p_officialplan\workconsolid00\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\WXDs\Schedule 4\Schedule4-6_Map7_SpecialPolicyAreas.mxd"

AMENDMENT NO:



LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

BASE MAP FEATURES

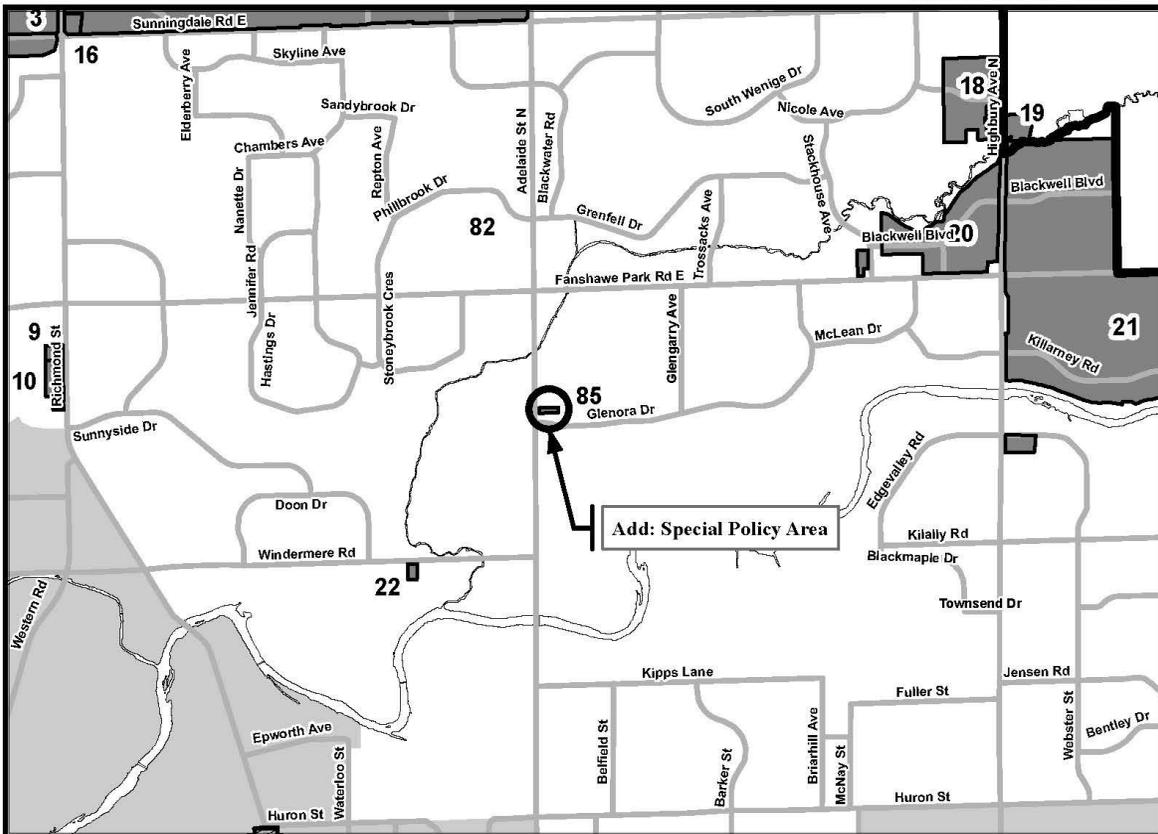
-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

OPA to 1989 Official Plan: OPA 650 (File Number: OZ-8667)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 4-7 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center">  Scale 1:30,000  Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/7/2023</p>
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LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

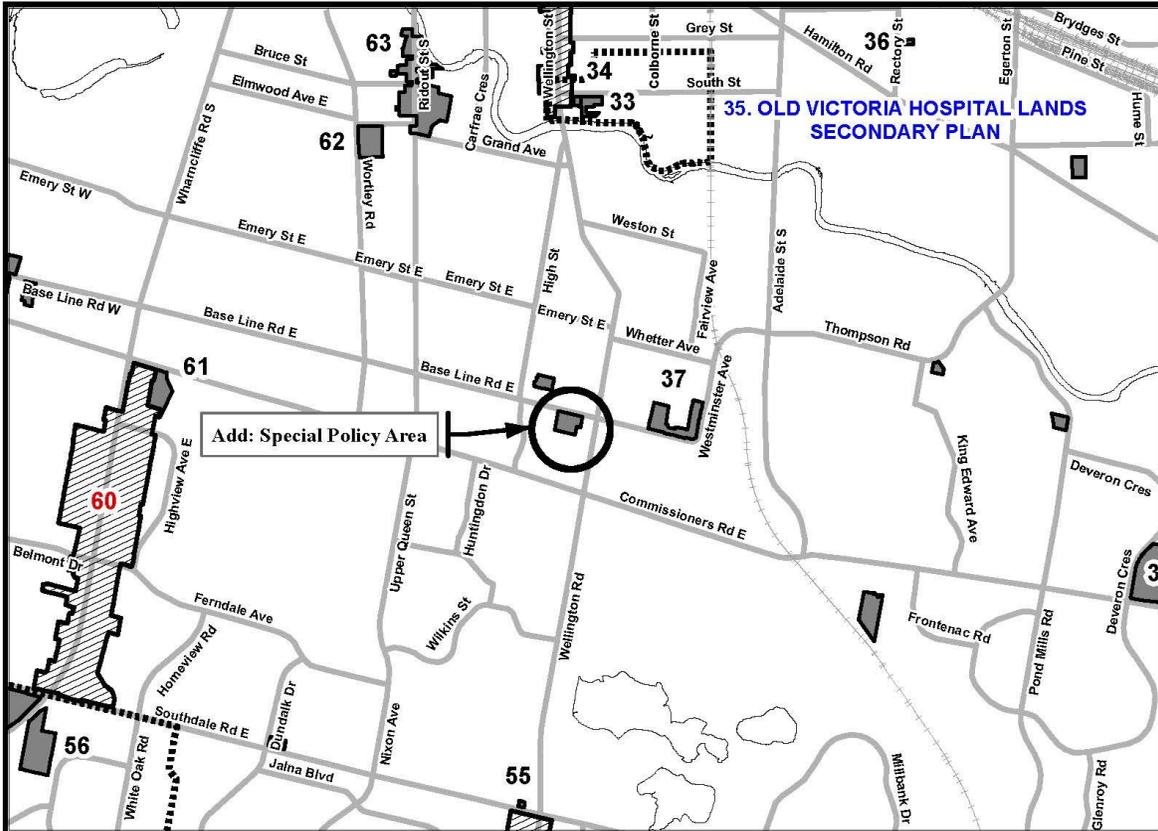
BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

OPA to 1989 Official Plan: OPA 651 (File Number: OZ-8684)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 4-8 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 0 150 300 600 900 1200 1500 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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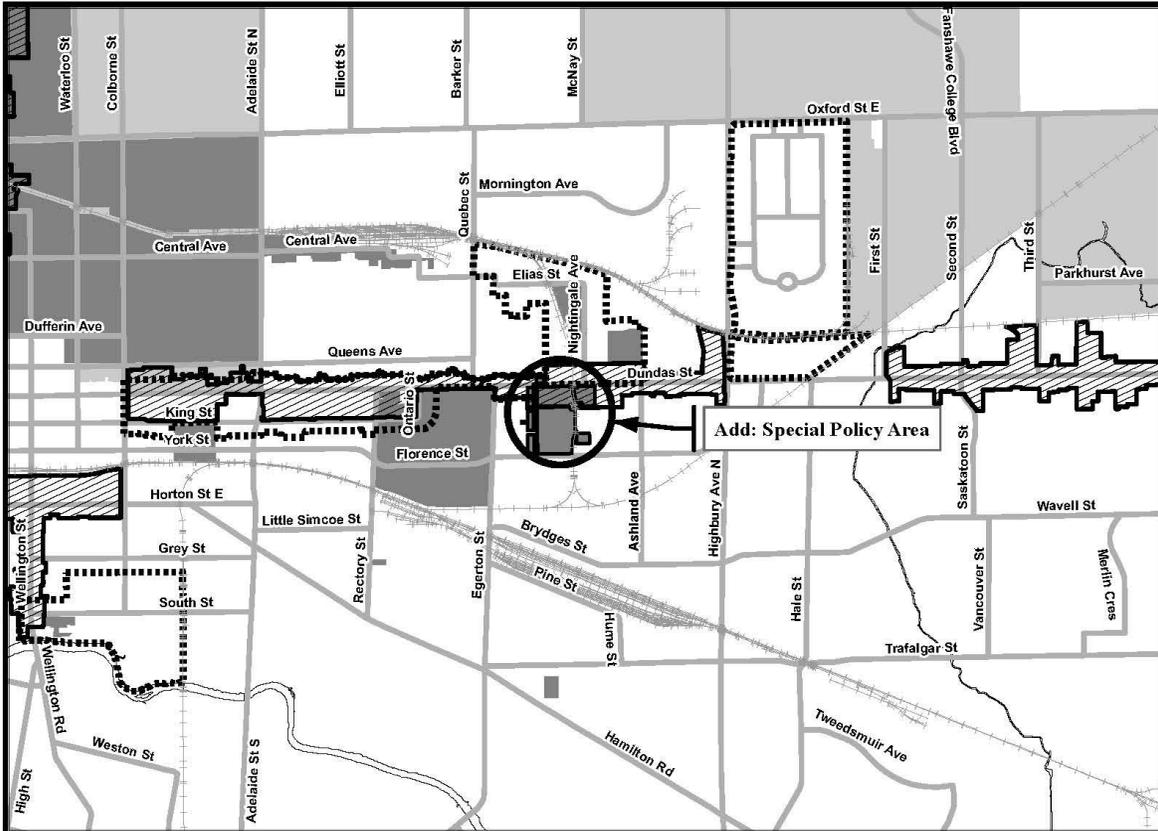


LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

OPA to 1989 Official Plan : OPA 658 (File Number: OZ-8711)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p>SCHEDULE 4-9 TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

BASE MAP FEATURES

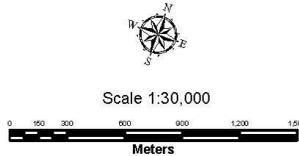
-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

OPA to 1989 Official Plan: OPA 663 and 664 (File Number: OZ-8794)

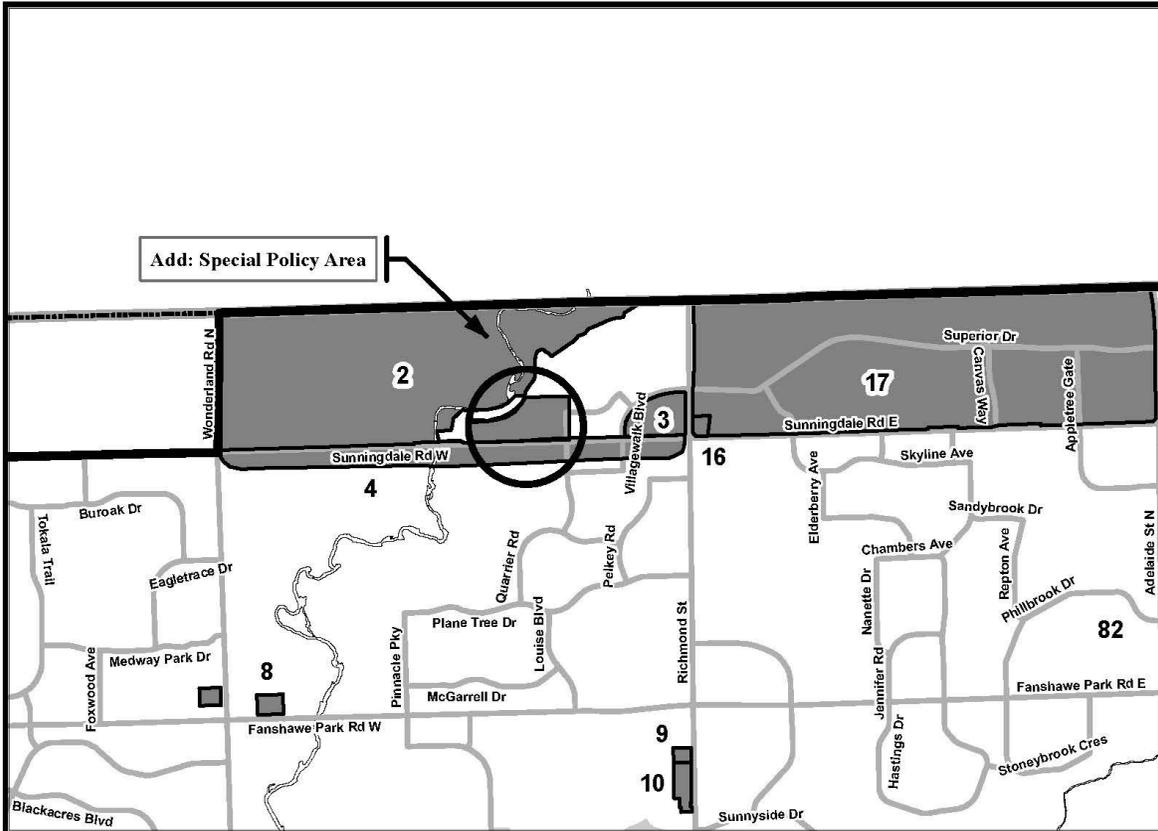
This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

**SCHEDULE 4-10
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023



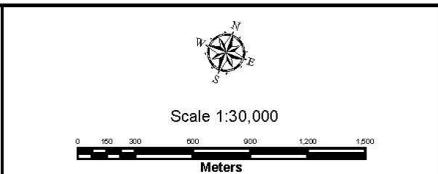
<p>LEGEND</p> <ul style="list-style-type: none"> Specific Policies Rapid Transit and Urban Corridor Specific-Segment Policies Near Campus Neighbourhood Secondary Plans 	<p>BASE MAP FEATURES</p> <ul style="list-style-type: none"> Streets (See Map 3) Railways Urban Growth Boundary Water Courses/Ponds
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OPA to 1989 Official Plan: OPA 666 (File Number: OZ-8639/39T-16504)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

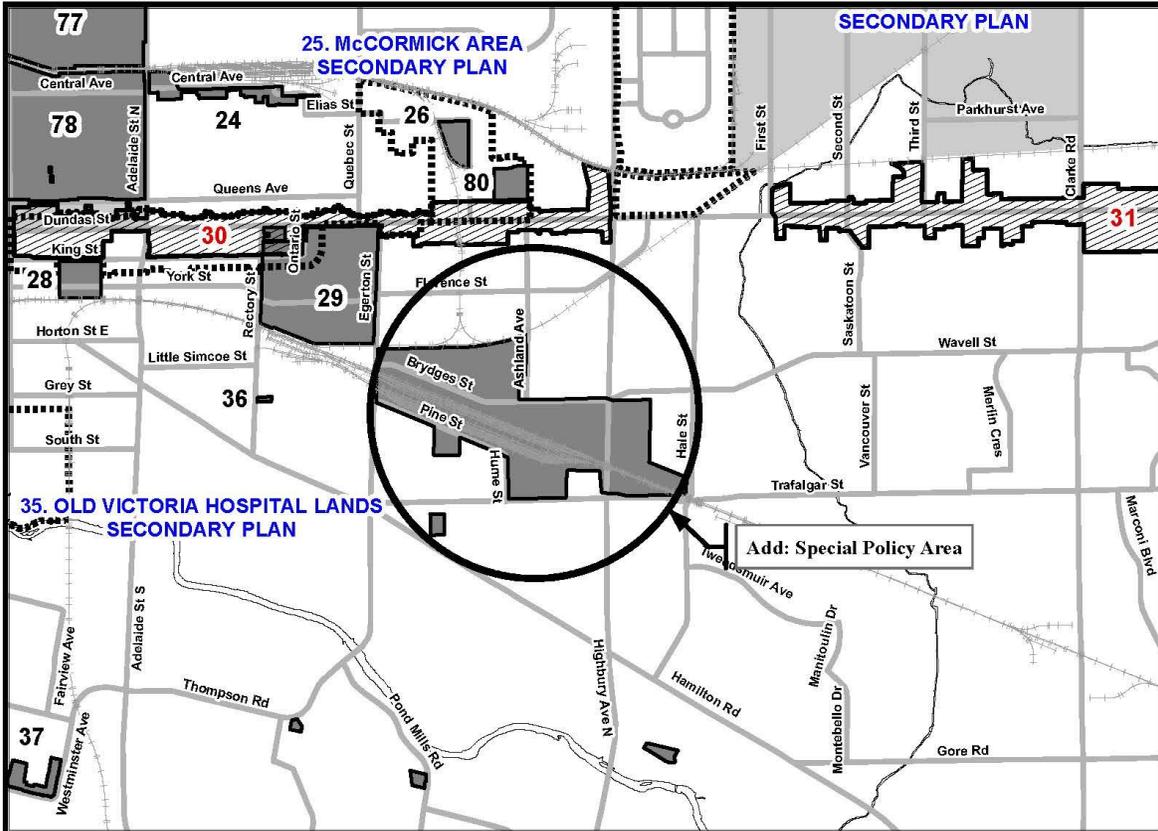
**SCHEDULE 4-11
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/7/2023

Document Path: "I:\file1\giswork\Planning\Projects\p_officialplan\workconsolid\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\WXDs\Schedule 4\Schedule4-11_Map7_SpecialPolicyAreas.mxd"



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

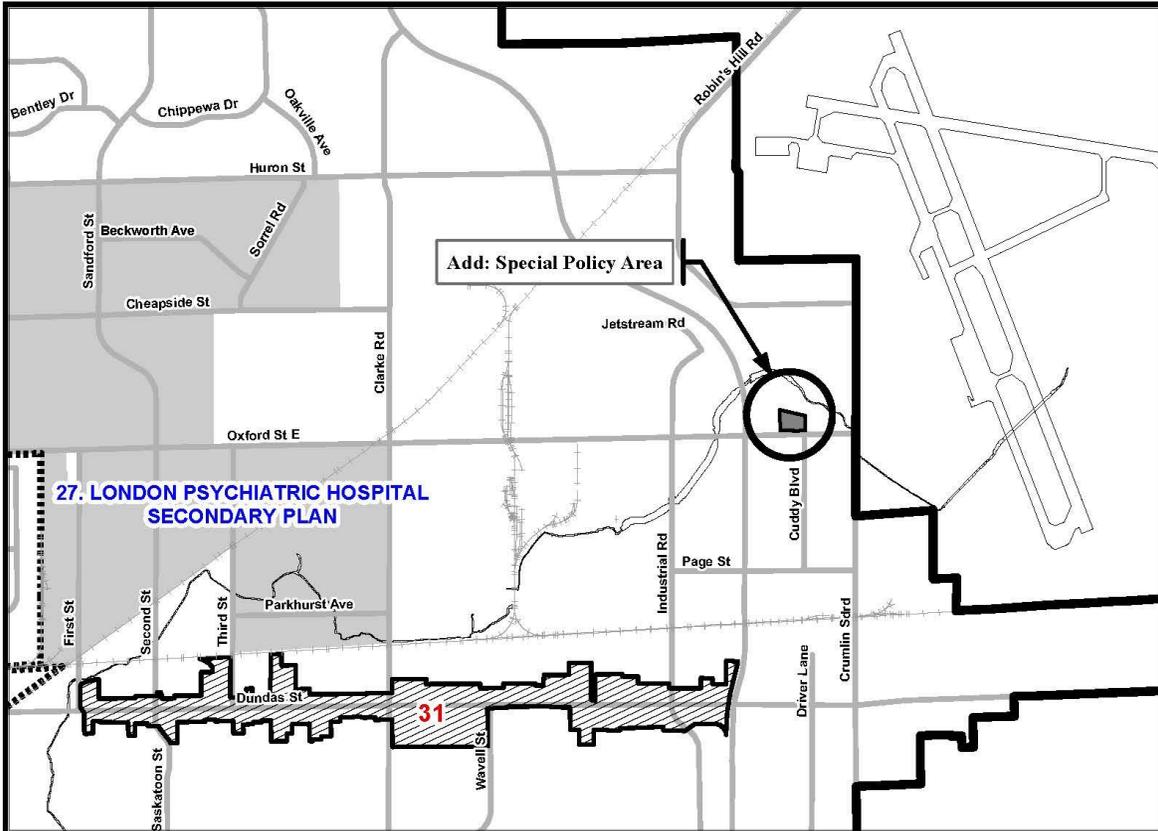
BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

OPA to 1989 Official Plan: OPA 669 (File Number:O-8749)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 4-12 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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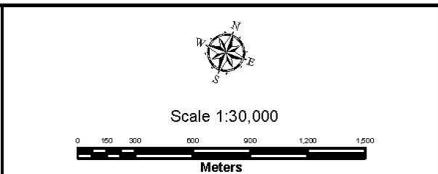
LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

OPA to 1989 Official Plan: OPA 671 (File Number: OZ-8851)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

**SCHEDULE 4-13
TO
OFFICIAL AMENDMENT NO. _____**

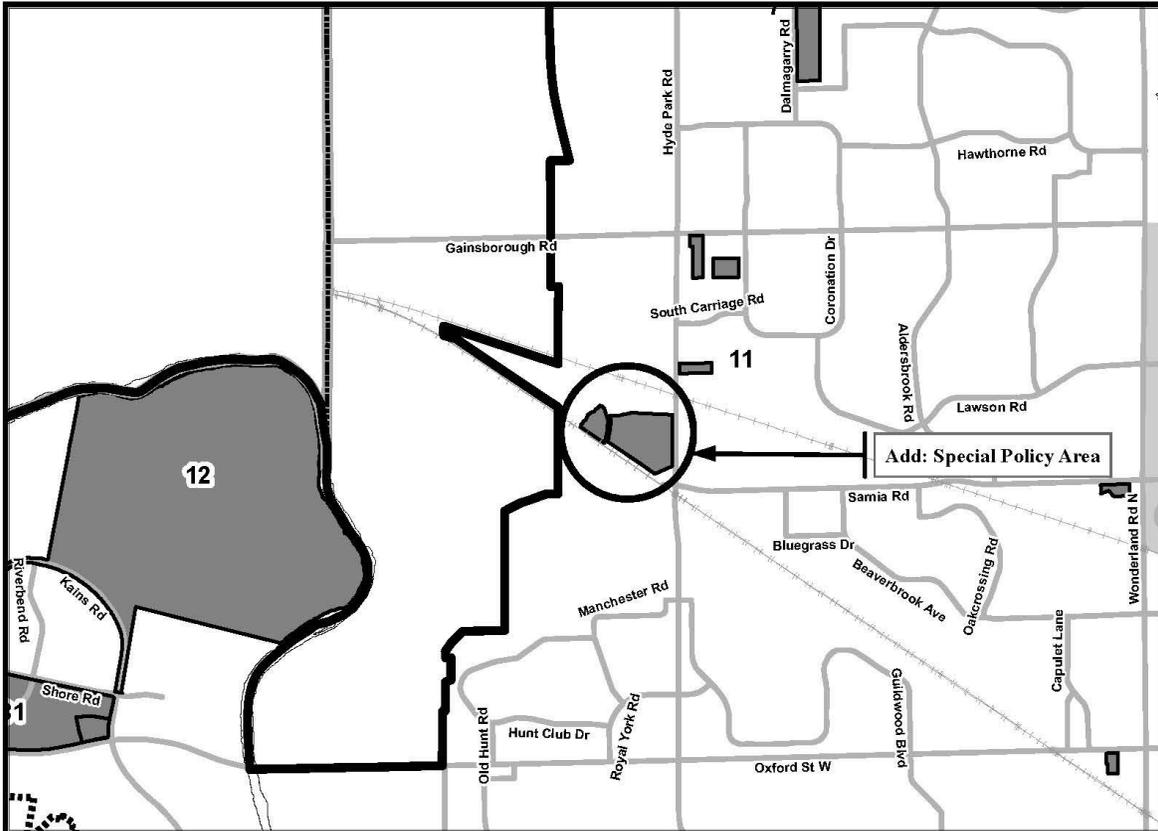
PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023

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AMENDMENT NO:



LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

BASE MAP FEATURES

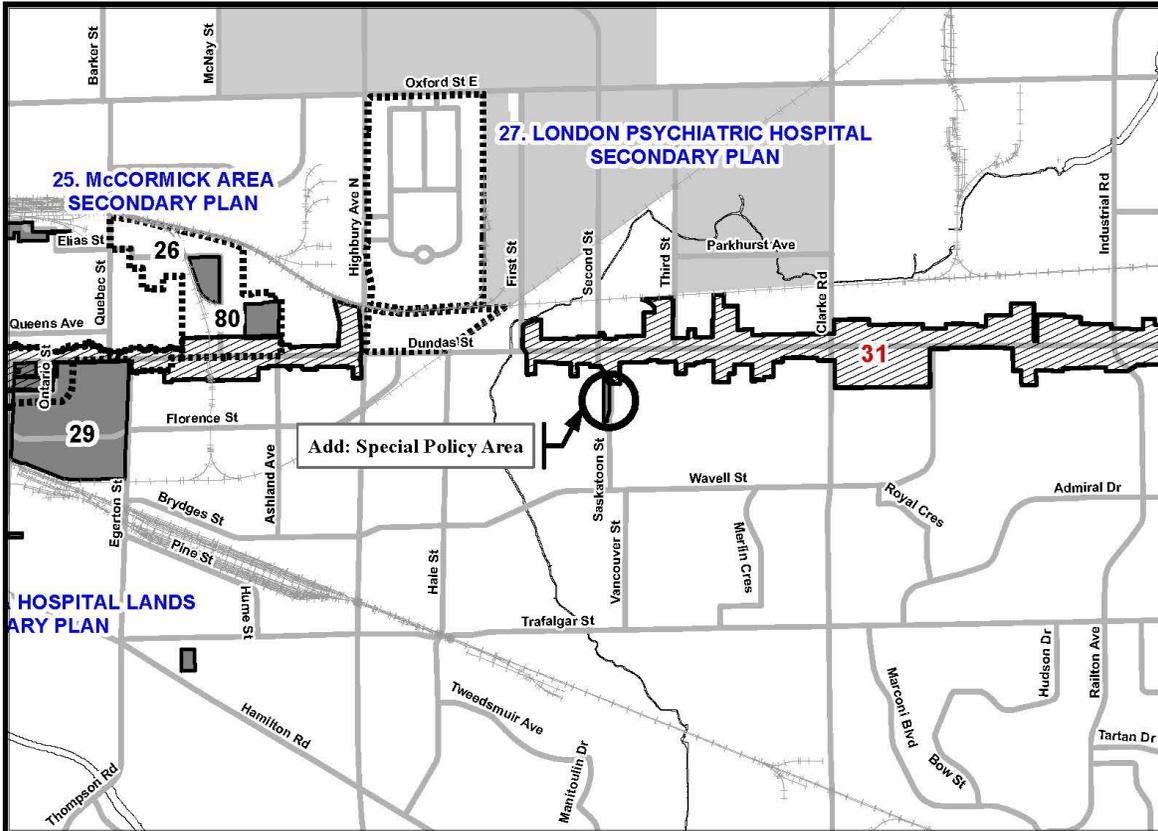
-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

OPA to 1989 Official Plan: OPA 672 (File Number: O-8822)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 4-14 TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center">  Scale 1:30,000  Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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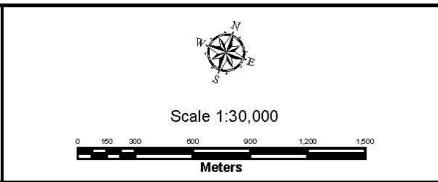
<p>LEGEND</p> <ul style="list-style-type: none"> Specific Policies Rapid Transit and Urban Corridor Specific-Segment Policies Near Campus Neighbourhood Secondary Plans 	<p>BASE MAP FEATURES</p> <ul style="list-style-type: none"> Streets (See Map 3) Railways Urban Growth Boundary Water Courses/Ponds
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OPA to 1989 Official Plan: OPA 681 (OZ-8883)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

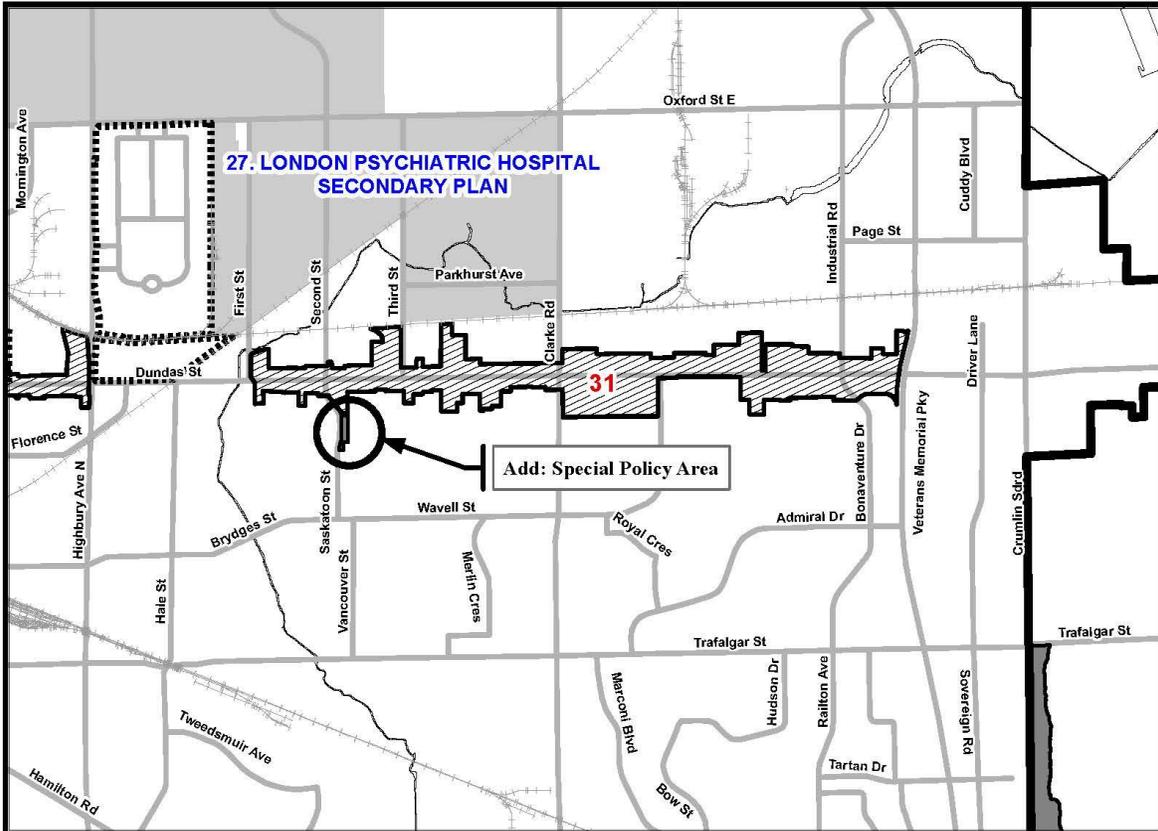
**SCHEDULE 4-15
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023

Document Path: "I:\file1\giswork\Planning\Projects\p_officialplan\workconsolid00\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\MXD\Schedule 4\Schedule4-15_Map7_SpecialPolicyAreas.mxd"



LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

BASE MAP FEATURES

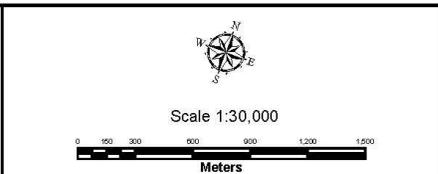
-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

OPA to 1989 Official Plan: OPA 681 (File Number: OZ-8883)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

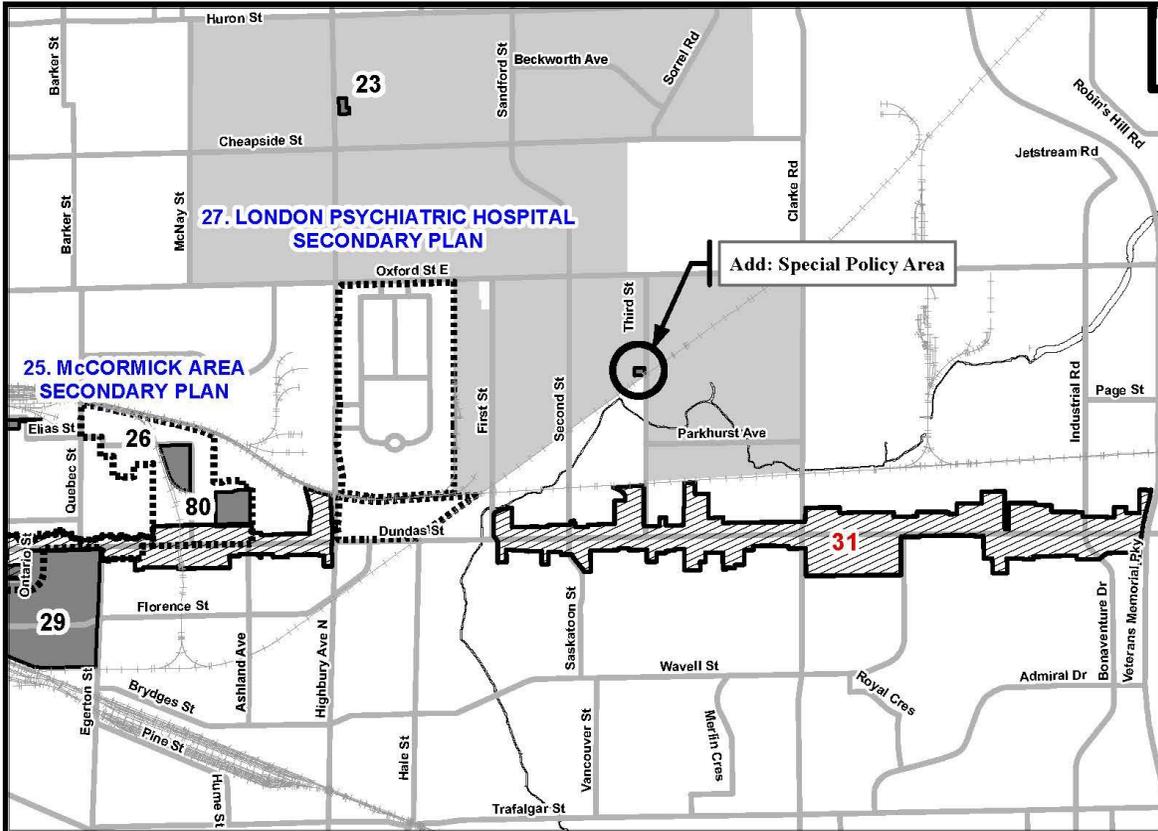
**SCHEDULE 4-16
TO
OFFICIAL AMENDMENT NO. _____**

PREPARED BY: Planning & Development



FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/6/2023

Document Path: "I:\file1\giswork\Planning\Projects\p_officialplan\workconsolidations\amendments_LondonPlan\HOUSEKEEPING AMENDMENT 2023\Projects\MXD\Schedule 4\Schedule4-16_Map7_SpecialPolicyAreas.mxd"



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

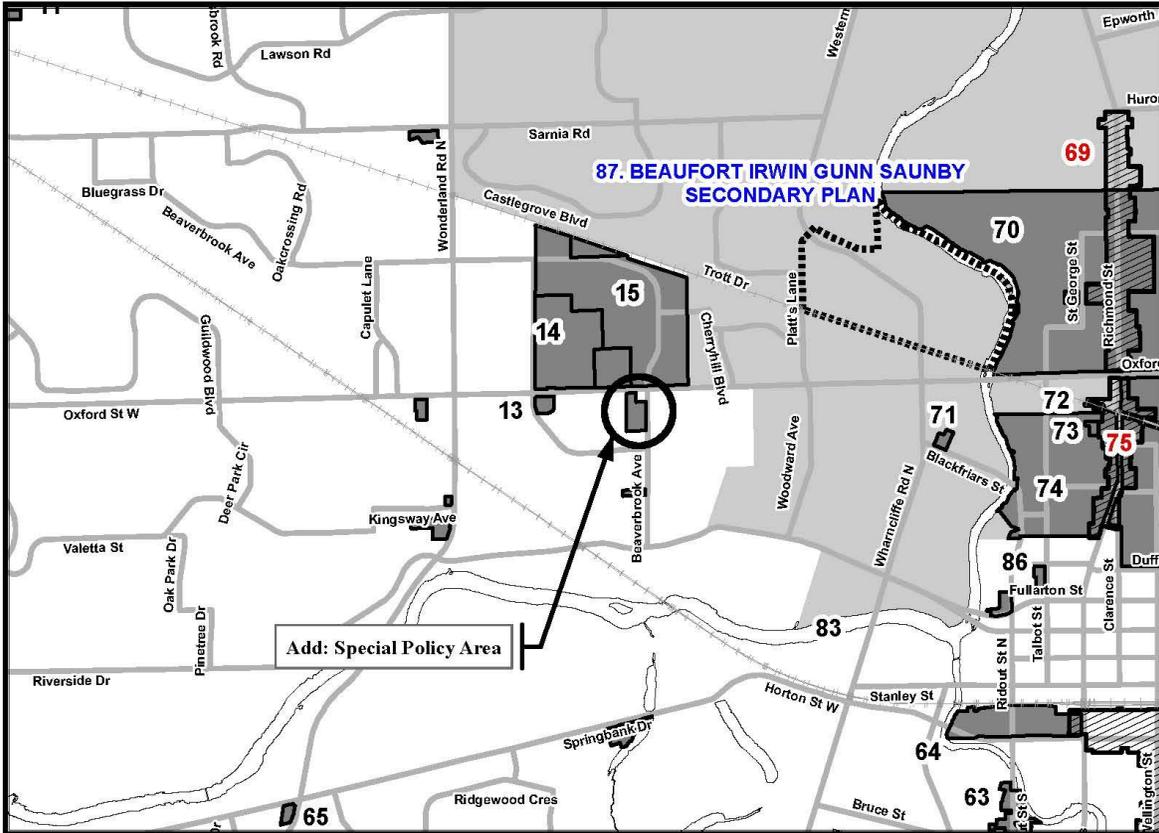
- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

OPA to 1989 Official Plan: OPA 708 (File Number: OZ-9028)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

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LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

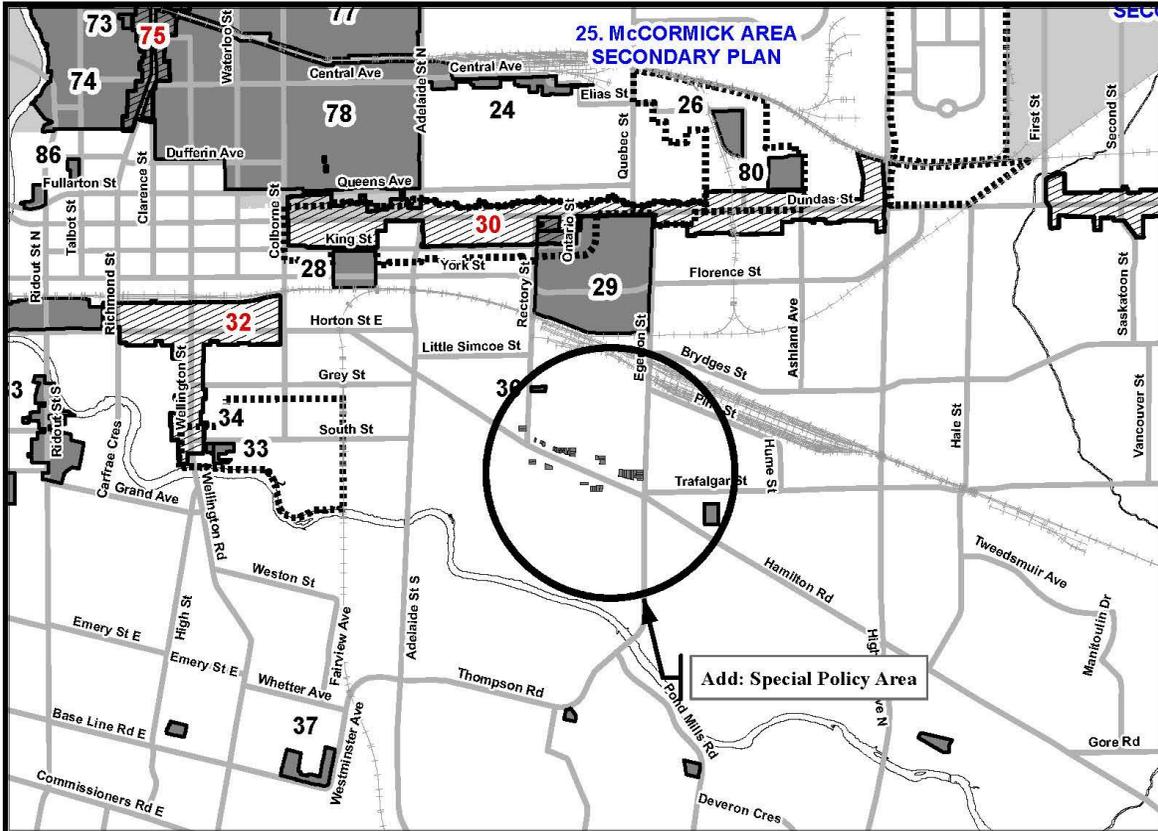
- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

OPA to 1989 Official Plan: OPA 712 (File Number: OZ-9041)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 4-18 TO OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center"> Scale 1:30,000 0 150 300 600 900 1200 1500 Meters </p>	<p>FILE NUMBER: O-9555</p> <p>PLANNER: JL</p> <p>TECHNICIAN: JI</p> <p>DATE: 3/6/2023</p>
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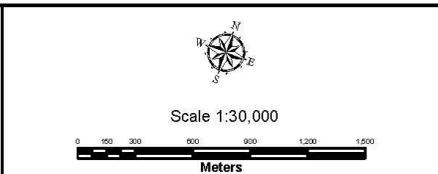
LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

OPA to 1989 Official Plan: OPA 715 (File Number: OZ-8997)

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

**SCHEDULE 4-19
TO
OFFICIAL AMENDMENT NO. _____**

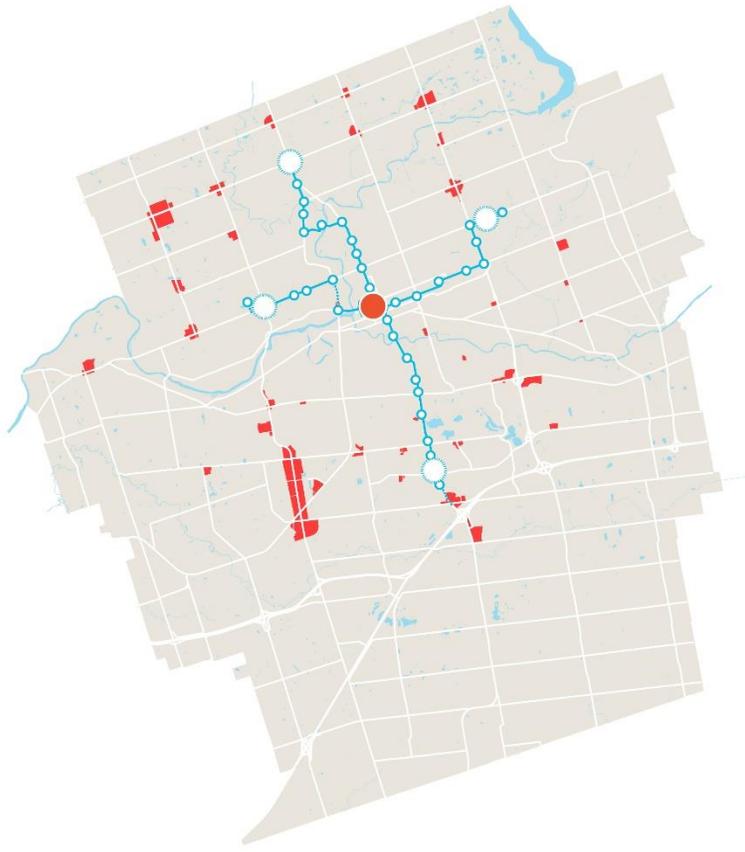
PREPARED BY: Planning & Development



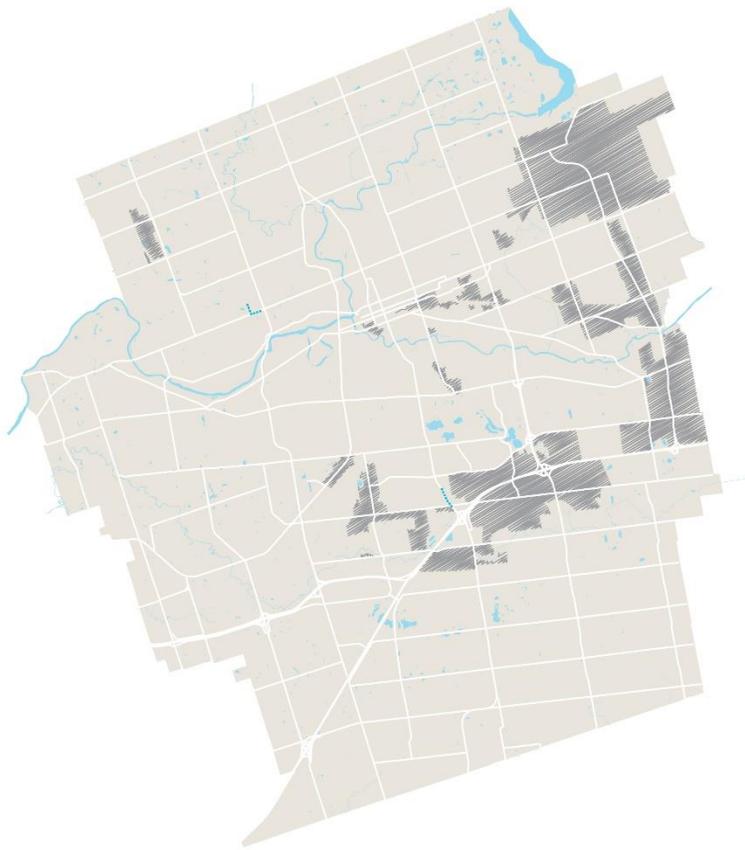
FILE NUMBER: O-9555
PLANNER: JL
TECHNICIAN: JI
DATE: 3/7/2023

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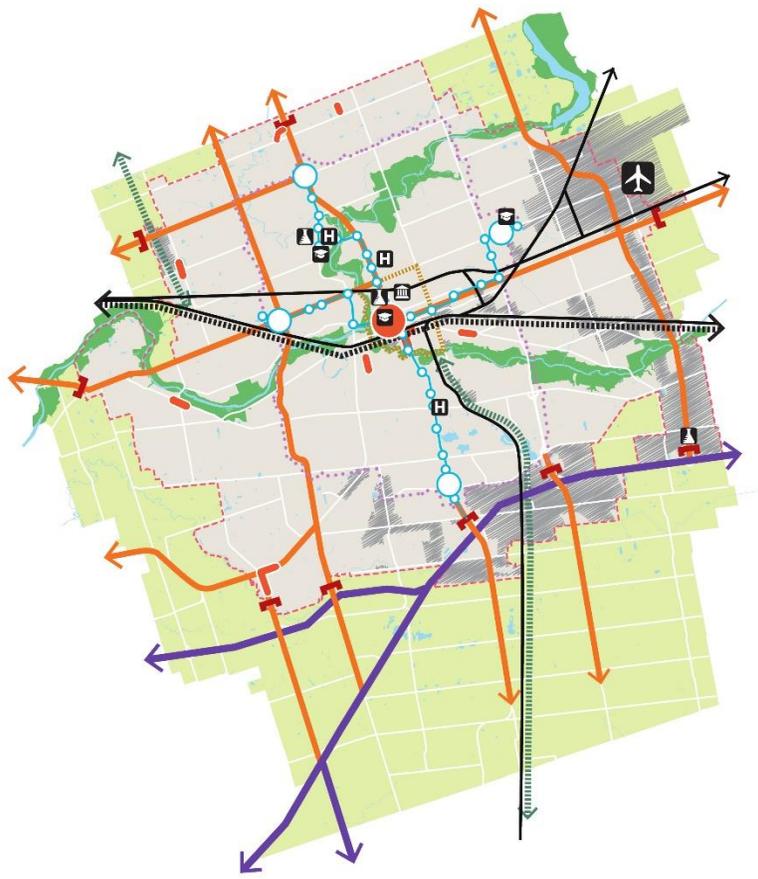
SCHEDULE 5



SCHEDULE 6



SCHEDULE 7



Bill No.
2023

By-law No. C.P.-1512

A by-law to amend The Official Plan for the
City of London, 2016 relating to the Street
Width Policy Review.

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

1. Amendment No. ____ to The Official Plan for the City of London, as contained in the text attached hereto and forming part of this by-law, is adopted
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c.P.13.

PASSED in Open Council on April 25, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – April 25, 2023
Second Reading – April 25, 2023
Third Reading – April 25, 2023

**AMENDMENT NO.
to the
THE OFFICIAL PLAN FOR THE CITY OF LONDON (2016)**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To add alternative street widths to The Official Plan.
2. To clarify the planned street width for the Main Street Classification.
3. To modify the process for alternative street widths as outlined in The Official Plan.

B. LOCATION OF THIS AMENDMENT

This policy Amendment applies to lands within the City of London.

C. BASIS OF THE AMENDMENT

The City has undertaken a street width policy review that has recommended to add alternative street widths to The Official Plan, clarify the planned street width for the Main Street Classification and modify the requirements for alternative street widths. This amendment will ensure that the policies of the Plan will direct that recommendation and ensure that recommended zoning regulations conform with The Official Plan policies.

D. THE AMENDMENT

The Official Plan, 2016, is hereby amended as follows:

1. The City Building policies of The Official Plan are amended by amending Table 6 – Street Classification Design Features as follows: The Planned Street Width (Width of Right-of-way) for the Main Street Classification of 45m is deleted and replaced with the following: “same as underlying street classification.”
2. Map 3 of The Official Plan is amended by changing Dundas Street between Ridout Street North and Ontario Street from a Neighbourhood Connector and Civic Boulevard to the Main Street Classification.
3. The Our Tools policies of The Official Plan are amended by deleting policies 1739A, 1740 and 1747 and replacing it with the following:

1739A_ Planned street widths are identified in Table 6 and are the standard widths required. In some instances, a planned street with may be identified based on the following criteria. Where one or more of the criteria are met an alternate street width may be required without the need for an amendment to this Plan. Street widths and street segment widths will be based on street character and conditions, including where one or more of the following considerations applies:

 1. Widening would have an adverse impact on identified cultural heritage resources, archeological sites, natural heritage features, other defined features or topography;
 2. Widening would have an adverse impact on an established street wall, streetscape character, parcel viability, or the ability to maintain consistent setbacks for new development, which applies where there is a policy basis to maintain and enhance existing street character;

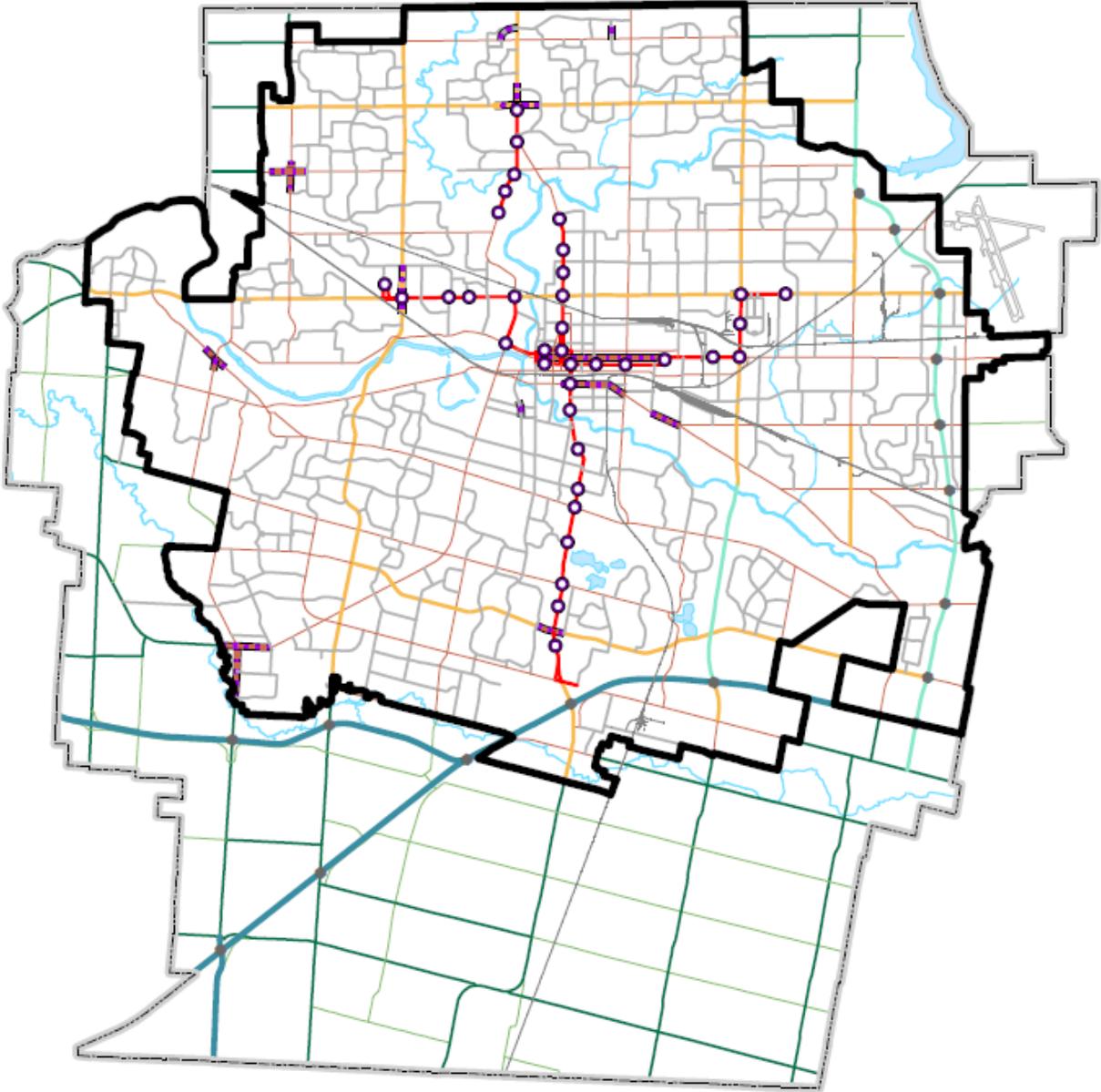
3. An alternate street width has been identified through an Environmental Assessment, planning study, approved plan of subdivision, or through another approved study;
4. Consideration of the City's active transportation network in accordance with the Transportation Master Plan, and where nearby and adjacent streets are planned to integrate street design features; or
5. Council is of the opinion that other constraints make it impractical to widen the street to the planned width of Table 6.

1740_ Wider street widths than those shown on Table 6 may be required at locations such as an intersection, grade separation, railway crossing, interchange, or where there are topographical constraints. Additional street right-of-way of up to 48m within 150m of intersections are typically required to accommodate turning lanes and other transportation and mobility infrastructure on Civic Boulevards and Urban Thoroughfares. The required minimum right-of-way width on any corner lot will also include a triangular area bounded by the street lines and line joining points on the street lines at 6m for perpendicular intersections. A Municipal Class Environmental Assessment or other transportation planning study may be required to identify required street widths based on a specific context. Any additional street width may be for the purposes of accommodating street requirements such as daylight triangles, turning lanes, increasing intersection capacity, locations for traffic control devices, high occupancy vehicle lanes, transit facilities, transit stations, transit priority measures and related infrastructure.

1747_ Streets to be dedicated will be classified in conformity with Map 3 and the planned street widths listed in Table 6. Wider street widths may be required at locations such as an intersection, grade separation, railway crossing, interchange, or where there are topographical constraints. A Municipal Class Environmental Assessment or other transportation planning study may be required to identify required street widths based on a specific context. Any additional street width may be for the purposes of accommodating street requirements such as daylight triangles, turning lanes, increasing intersection capacity, locations for traffic control devices, high occupancy vehicle lanes, transit facilities, transit stations, transit priority measures and related infrastructure.

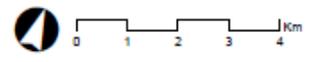
4. Appendix 1 - Maps of The Official Plan is amended by deleting Map 3 – Street Classifications and replacing it with the following:

MAP 3 - REVISED STREET CLASSIFICATIONS



LEGEND

- | | | |
|---|---|--|
|  Provincial Highway |  Neighbourhood Connector |  Interchanges |
|  Expressway |  Rural Thoroughfare |  Rapid Transit Stations |
|  Urban Thoroughfare |  Rural Connector | |
|  Rapid Transit Boulevard |  Main Street | |
|  Civic Boulevard | | |



From: Candy Keillor <Candy.Keillor@operationsmile.org>

Sent: Tuesday, May 2, 2023 9:44 AM

To: Council Agenda <councilagenda@london.ca>

Cc: Woolsey, Heather

Subject: [EXTERNAL] Request for Additional Information - Longest Day of SMILES

Mayor Morgan, and Members of Council,

Last year over 115 Mayors across Canada Proclaimed the Longest Day of SMILES® in their communities. Celebrating the contributions made by community members in support of Operation Smile Canada.

London is home to an extraordinary group of Community Ambassadors, Student Leaders, and Future Global Medical Volunteers like:

Clyde Hillier retired Dental Surgeon, London resident and SMILE Ambassador who presents to local organizations in the London area to raise awareness and invite others to give in support of the life changing work done across the globe by Operation Smile Canada.

Ron Seaward London resident used his passion for music and giving back with the help of Angel Tree Gig Nation to raise 100 SMILES for children born with a cleft lip and/or cleft palate.

The University of Western has one of the largest and most established Operation Smile Canada Student Clubs. Eden Reid and her executive team host an annual ULEAD Student Symposium where the main goal is to inspire and cultivate leadership, collaboration, and innovation in students interested in the medical and health fields across Canada. Since 2019 they have raised \$12,000+ in support of Operation Smile Canada resulting in 50 children receiving the comprehensive cleft care and SMILES they've been waiting for.

These Student Leaders receive leadership training and gain valuable experience through their involvement with Operation Smile Canada that they can use in the application process for higher learning. Western Grads like Shanzeh Khan whose brother was born with a cleft condition, continue volunteering with Operation Smile Canada as they continue their studies in the fields of Dentistry and Medicine with hopes of joining our global medical volunteer team.

The Longest Day of SMILES® celebrates the contributions of these London residents without whom our work is not possible. We look forward to having your support once again this year. 😊

Candy Keillor (she/her)

Community Engagement Specialist

Operation Smile Canada

375 University Ave., Suite 204

Toronto, ON | M5G 2J5

Office: 647.696.0600

Toll Free: 1.844.376.4530, ext 130

Direct: 437.836.2210

www.operationsmile.ca



London
CANADA

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

May 11, 2023

To the Members of City Council,

I would like to become a member of the Governance Working Group. Therefore, I am submitting the following:

To REQUEST the Members of City Council, appoint Councillor Jerry Pribil to the Governance Working Group.

Thank you for your consideration.

Sincerely,

Councillor Jerry Pribil

Corporate Services Committee

Report

9th Meeting of the Corporate Services Committee
May 1, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors C. Rahman and J. Pribil; L. Livingstone, A. Barbon, M. Butlin, I. Collins, S. Corman, M. Goldrup, A. Hagan, S. Mollon, J. Taylor, B. Warner

Remote attendance: E. Bennett, A. Hovius, M. Schulthess

The meeting is called to order at 12:00 PM; it being noted that Councillors D. Ferreira and S. Stevenson were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 Integrity Commissioner Appointment and Agreement

Moved by: S. Trosow

Seconded by: H. McAlister

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated May 1, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting on May 16, 2023 to:

a) approve an Agreement to appoint Principles Integrity as the Integrity Commissioner for The Corporation of the City of London and to approve an Agreement for a Municipal Integrity Commissioner between The Corporation of the City of London and Principles Integrity and to repeal By-law No. A.-8117-168, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London";

b) the City Clerk BE DIRECTED to make the necessary arrangements to have the Mayor and City Clerk execute the above noted Agreement; and

c) delegate authority to the City Clerk, or written delegate to undertake all administrative acts that are necessary in regard to the Agreement.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.2 Procurement of Goods & Services Policy Revisions

Moved by: H. McAlister
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated May 1, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 16, 2023 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*", by deleting Schedule "C" – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule "C" – Procurement of Goods and Services Policy, to update the Policy, to provide additional clarity and updates.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3. **Scheduled Items**

None.

4. **Items for Direction**

Moved by: H. McAlister
Seconded by: D. Ferreira

That Items 4.2 and 4.3 BE APPROVED.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.2 Application - Issuance of Proclamation - Childhood Cancer Awareness Month

Moved by: H. McAlister
Seconded by: D. Ferreira

That based on the application dated April 14, 2023 from Childcan, September 2023 BE PROCLAIMED Childhood Cancer Awareness Month.

Motion Passed

4.3 (ADDED) Application - Issuance of Proclamation - World Refugee Day

Moved by: H. McAlister
Seconded by: D. Ferreira

That based on the application dated April 27, 2023 from The London Cross-Cultural Learner Centre, June 20, 2023 BE PROCLAIMED as Life As A Refugee Event.

Motion Passed

4.1 Application - Issuance of Proclamation - Longest Day of SMILES

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

That the application dated April 9, 2023 from Operation Smile Canada for "Longest Day of SMILES", BE REFERRED back to staff for further information regarding the organization's connection to London.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

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

That the Corporate Services Committee convenes In Closed Session to consider the following:

6.1 (ADDED) Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

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

6.2 (ADDED) Labour Relations/Employee Negotiations / Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

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

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Corporate Services Committee convenes In Closed Session from 12:20 PM to 12:46 PM.

7. Adjournment

Moved by: H. McAlister

Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:53 PM.

Community and Protective Services Committee

Report

The 8th Meeting of the Community and Protective Services Committee
May 2, 2023

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

ABSENT: S. Stevenson, Mayor J. Morgan

ALSO PRESENT: J. Bunn, K. Dickins, M. Feldberg, O. Katolyk, J.P. McGonigle, K. Pawelec, C. Smith and J. Taylor

Remote Attendance: Councillor S. Hillier; E. Bennett, S. Corman, J. Davies, M. Schulthess, E. Skalski, G. Smith and P. Yeoman

The meeting was called to order at 4:00 PM; it being noted that Councillor C. Rahman was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: D. Ferreira

Seconded by: J. Pribil

That Items 2.1 to 2.4 BE APPROVED.

Yeas: (4): E. Pelozza, J. Pribil, C. Rahman, and D. Ferreira

Absent: (2): S. Stevenson, and Mayor J. Morgan

Motion Passed (4 to 0)

2.1 4th Report of the Animal Welfare Community Advisory Committee

Moved by: D. Ferreira

Seconded by: J. Pribil

That the following actions be taken with respect to the 4th Report of the Animal Welfare Community Advisory Committee, from the meeting held on April 6, 2023:

a) B. Samuels, Chair of the Environmental Stewardship and Action Community Advisory Committee BE REQUESTED to attend the next Animal Welfare Community Advisory Committee (AWCAC) meeting to provide more information on library programs that are being undertaken with respect to bird friendly initiatives; it being noted that the AWCAC held a general discussion with respect to this matter;

b) a member of the Environmental Stewardship and Action Community Advisory Committee (ESACAC) BE REQUESTED to attend the next Animal Welfare Community Advisory Committee (AWCAC) meeting to receive comments and questions from the AWCAC in regards to the ESACAC Goldfish Brochure; it being noted that the AWCAC held a general discussion with respect to this matter; and,

c) clauses 1.1, 3.1 and 5.2 to 5.4 BE RECEIVED.

Motion Passed

2.2 Carling Heights Optimist Community Centre and McMahan Park Engagement Results

Moved by: D. Ferreira

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff reported, dated May 2, 2023, related to the Carling Heights Optimist Community Centre and McMahan Park Engagement Results:

- a) the short-term project, multi use pad/outdoor ice rink, identified through resident engagement near the Carling Heights Optimist Community Centre Assessment Centre BE ENDORSED;
- b) the budget for the short-term project, multi use pad/outdoor ice rink on the current basketball court beside the community centre, BE APPROVED, in accordance with the Sources of Financing Report, as appended to the above-noted staff report; and,
- c) the Civic Administration BE DIRECTED to proceed with implementation of the multi use pad/outdoor ice rink, it being noted that this work will be undertaken in accordance with the Procurement of Goods and Services Policy. (2023-R05B)

Motion Passed

2.3 2023-2024 Long-Term Care Home Service Accountability Agreement between The Corporation of the City of London (Dearness Home) and Ontario Health

Moved by: D. Ferreira

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law, as appended to the staff report dated May 2, 2023, BE INTRODUCED at the at the Municipal Council meeting to be held on May 16, 2023, to:

- a) approve the Long-Term Care Home Service Accountability Agreement, as appended to the above-noted by-law, for the period April 1, 2023 to March 31, 2024, to be entered into with Ontario Health with respect to the Dearness Home; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2023-S03)

Motion Passed

2.4 (ADDED) Housing Collaborative Initiative (HCI) - Update

Moved by: D. Ferreira

Seconded by: J. Pribil

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 May 2, 2023, related to the Housing Collaborative Initiative (HCI) Update:

- a) the Civic Administration BE DIRECTED to bring London's implementation of the Housing Collaborative Initiative Project into alignment with City of London technology and project management best practices;
- b) the project Governance Group BE REQUESTED to approve a strategy outlining how future legislative changes will be addressed and communicated to the project governance team and back to City Council;
- c) the Governance Group BE REQUESTED to approve a revised set of project requirements to be used as the basis of all future project activity;
- d) that Governance Group BE REQUESTED to provide quarterly updates to City Council until the completion of the project; and,
- e) the above-noted staff report BE RECEIVED. (2023-S11)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 4:10 PM.

Civic Works Committee

Report

The 8th Meeting of the Civic Works Committee
May 2, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors S. Franke, J. Pribil; S. Chambers, D. MacRae, K. Mason, K. Scherr, J. Stanford

Remote Attendance: S. Corman, T. Pollitt

The meeting was called to order at 12:00 PM; it being noted that Councillor P. Van Meerbergen was in remote attendance.

1. Disclosures of Pecuniary Interest

Councillor S. Trosow discloses a pecuniary interest in Item 2.4, having to do with the Broughdale Dyke Disaster Mitigation and Adaptation Funding – Contribution Agreement, by indicating that he owns property in the area of project.

2. Consent

Moved by: P. Van Meerbergen

Seconded by: P. Cuddy

That Items 2.1, 2.2 and 2.3 BE APPROVED.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 5th Report of the Environmental Stewardship and Action Community Advisory Committee

That the 5th Report of the Environmental Stewardship and Action Community Advisory Committee, from the meeting held on April 5, 2023, BE RECEIVED.

2.2 5th Report of the Integrated Transportation Community Advisory Committee

That the following actions be taken with respect to the 5th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on April 19, 2023:

a) the Civic Administration BE REQUESTED to make a presentation and provide statistics on the rate of vehicular accidents in the last 10 years within the City of London, including but not limited to:

i) all vision zero accidents;

ii) a breakdown of accident data based upon mode of transportation, which includes pedestrian accidents;

- iii) comparable statistics to other cities that are similar size to the City of London (if available);
 - iv) number of fatalities per year related to vehicular accidents; and,
- b) clauses 1.1, 3.1, 3.2 and 3.3 BE RECEIVED.

2.3 Consultant Fee Increase - Tributary 12 Construction Contract Administration and Design Fees

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated May 2, 2023, related to a Consultant Fee Increase for Tributary 12 Construction Contract Administration and Design Fees:

- a) the contract with Matrix Solutions Inc. for detailed design, construction inspection and contract administration for the Southwinds Channel Project BE INCREASED by \$83,275.00 from \$296,287.85 to \$379,562.85 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED in accordance with Section 8.1(a) of the City of London's Procurement of Goods and Services Policy, and 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-E03)

2.4 Broughdale Dyke Disaster Mitigation and Adaptation Funding - Contribution Agreement

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report, dated May 2, 2023, BE INTRODUCED at the Municipal Council meeting to be held on May 16, 2023, to:

- a) approve the Contribution Agreement, as appended to the above-noted by-law, for Disaster Mitigation and Adaptation Fund (DMAF): Broughdale Dyke Reconstruction Project between His Majesty the King in Right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities ("Canada") and The Corporation of the City of London ("Recipient");
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) authorize the Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure to approve amending agreements to the above-noted Agreement provided it does not increase the indebtedness or liabilities of The Corporation of the City of London;
- d) authorize the Mayor and the City Clerk to execute any of the above-noted amending agreements approved by the Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure; and,

e) authorize the Deputy City Manager, Finance Supports, or their delegate, to execute any financial reports required as a condition under the above-noted Agreement. (2023-F11)

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and P. Van Meerbergen

Absent: (2): S. Trosow, and Mayor J. Morgan

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 (ADDED) Councillor S. Franke - Plastic Regulations Feedback

Moved by: H. McAlister

Seconded by: P. Cuddy

That the following actions be taken with respect to the public consultation, released April 18, 2023, from the Environment and Climate Change Canada's "Strategy on Zero Plastic Waste":

- a) the Civic Administration BE DIRECTED to provide written feedback on the proposed plastic regulatory framework and technical document through the federal government process by the May 18, 2023 deadline;
- b) the Civic Administration BE DIRECTED to provide a copy of the written submission to the Civic Works Committee at a future meeting; and,
- c) the Civic Administration BE DIRECTED to provide a copy of the written submission to the Environmental Stewardship and Action Community Advisory Committee for information as part of ongoing discussions dealing with Blue Box transition in London. (2023-D22)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 12:10 PM.

Strategic Priorities and Policy Committee

Report

15th Meeting of the Strategic Priorities and Policy Committee
May 9, 2023

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

ALSO PRESENT: L. Livingstone, A. Barbon, S. Corman, K. Dickins, D. Escobar, A. Job, S. Mathers, A. Ostrowski, K. Scherr, C. Smith, S. Thompson, M. Tomazincic, D. Vander Pryt, B. Warner, B. Westlake-Power

Remote attendance: E. Bennett, B. Card, M. Schulthess

The meeting is called to order at 4:01 PM; it being noted that the following were in remote attendance, Councillors P. Van Meerbergen, S. Hillier and E. Pelozza (at 5:32 PM).

1. Disclosures of Pecuniary Interest

That is BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 2023 Industrial Land Development Strategy

Moved by: S. Franke

Seconded by: S. Trosow

That the following actions be taken with respect to the 2023 Industrial Land Development Strategy:

- a) the 2023 Industrial Land Development Strategy, as appended to the staff report dated May 9, 2023 as Appendix "A", BE ADOPTED as City Council's strategy for developing municipally-owned industrial land; it being noted that the Strategy is based on continuing the goal of developing and maintaining an ongoing supply of 200 hectares of strategically-located serviced industrial land;
- b) the funding requirement of for the above-noted maintenance of an ongoing supply of 200 hectares of serviced industrial land BE CONSIDERED as part of the multi-year budget process;
- c) the Civic Administration BE DIRECTED to ensure that the inventory of municipally-owned industrial land are sold to targeted industries including: Advanced Manufacturing, Life and Health Sciences, Information and Digital Media, and Research and Development while prohibiting sales to non-targeted uses, including Warehouses, Transportation and Logistics, Truck Terminals, businesses that store and process data for retrieval, or speculative development to the private sector without verification that the end-user will be a targeted industry;
- d) the Civic Administration BE DIRECTED to undertake an Industrial Land Needs Assessment, which shall include the use of the Climate Emergency Screening Tool; and,
- e) a communication BE FORWARDED to the London Transit Commission requesting information, including a presentation to the appropriate standing committee, related to developing a sufficient

industrial land strategy transit plan following the completion of the first quarter pilot program servicing the area.

Motion Passed

Voting Record:

Moved by: P. Van Meerbergen

Seconded by: P. Cuddy

That the motion be amended in part d) by removing, " which shall include the use of the Climate Emergency Screening Tool;"

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

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

Motion Failed (6 to 9)

Moved by: S. Franke

Seconded by: S. Trosow

Motion to approve, excluding part d):

That the following actions be taken with respect to the 2023 Industrial Land Development Strategy:

a) the 2023 Industrial Land Development Strategy, as appended to the staff report dated May 9, 2023 as Appendix "A", BE ADOPTED as City Council's strategy for developing municipally-owned industrial land; it being noted that the Strategy is based on continuing the goal of developing and maintaining an ongoing supply of 200 hectares of strategically-located serviced industrial land;

b) the funding requirement of for the above-noted maintenance of an ongoing supply of 200 hectares of serviced industrial land BE CONSIDERED as part of the multi-year budget process;

c) the Civic Administration BE DIRECTED to ensure that the inventory of municipally-owned industrial land are sold to targeted industries including: Advanced Manufacturing, Life and Health Sciences, Information and Digital Media, and Research and Development while prohibiting sales to non-targeted uses, including Warehouses, Transportation and Logistics, Truck Terminals, businesses that store and process data for retrieval, or speculative development to the private sector without verification that the end-user will be a targeted industry;

e) a communication BE FORWARDED to the London Transit Commission requesting information, including a presentation to the appropriate standing committee, related to developing a sufficient industrial land strategy transit plan following the completion of the first quarter pilot program servicing the area.

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. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Moved by: S. Franke
Seconded by: S. Trosow

Motion to approve part d):

d) the Civic Administration BE DIRECTED to undertake an Industrial Land Needs Assessment, which shall include the use of the Climate Emergency Screening Tool; and,

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

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

Motion Passed (12 to 3)

3. Scheduled Items

None.

4. Items for Direction

4.1 Mayor's Provincial and Federal Government Lobbying Activities in Support of Health and Homelessness System Response

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

That the communication from Mayor J. Morgan with respect to his Provincial and Federal Government Lobbying Activities in Support of Health and Homelessness System Response, BE RECEIVED for information.

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)

4.2 London Police Services Board Candidates Interview Process

That the following actions be taken with respect to the London Police Services Board Candidate Interview Process:

- a) the communication from Mayor J. Morgan BE RECEIVED;
- b) the attached amended process, BE ENDORSED;
- c) the five candidates BE INVITED to attend a special meeting of the Strategic Priorities and Policy Committee to be held on June 5, 2023 to conduct interviews; it being noted that it may be necessary to accommodate an additional meeting date for a candidate; and,
- d) notwithstanding the current Council Policy "Audio Recording of Municipal Council and Standing Committee In Closed Session Meetings Policy", the audio recordings of the LPSB interviews BE MADE AVAILABLE to any Member of Council who is unable to attend the meeting, upon request.

Motion Passed

Voting Record:

That communication from Mayor J. Morgan with respect to the London Police Services Board Candidate Interview Process BE RECEIVED.

Moved by: E. Pelozá

Seconded by: S. Franke

That the interview questions BE PROVIDED to candidates, in advance of the scheduled interviews.

Yeas: (8): J. Morgan, H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozá, and D. Ferreira

Nays: (7): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (8 to 7)

Moved by: A. Hopkins

Seconded by: C. Rahman

That interview questions BE PRESENTED to candidates by individual Councillors, through a set rotation.

Yeas: (11): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, E. Pelozá, and S. Hillier

Nays: (4): J. Morgan, S. Lehman, S. Franke, and D. Ferreira

Motion Passed (11 to 4)

Moved by: H. McAlister

Seconded by: S. Lewis

That the following actions be taken with respect to the London Police Services Board Candidate Interview Process:

- a) the communication from Mayor J. Morgan BE RECEIVED;
- b) the attached amended process, BE ENDORSED; and
- c) the five candidates BE INVITED to attend a special meeting of the Strategic Priorities and Policy Committee to be held on June 5, 2023 to conduct interviews; it being noted that it may be necessary to accommodate an additional meeting date for a candidate.

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. Pelozá, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Moved by: E. Pelozá

Seconded by: S. Stevenson

That, notwithstanding the current Council Policy "Audio Recording of Municipal Council and Standing Committee In Closed Session Meetings Policy", the audio recordings of the LPSB interviews BE MADE AVAILABLE to any Member of Council who is unable to attend the meeting, upon request.

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. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

4.3 Resignation from Eldon House Board of Directors

Moved by: P. Cuddy
Seconded by: E. Pelozza

That the following actions be taken with respect to the Eldon House Board of Directors:

- a) the communication dated April 17, 2023 from R. Griesmayer BE RECEIVED;
- b) the resignation of Rebecca Griesmayer from Eldon House Board of Directors BE ACCEPTED, effective April 19, 2023; and,
- c) the City Clerk BE DIRECTED to advertise in the usual manner to solicit applications for appointment to Eldon House Board of Directors, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration.

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. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

4.4 (ADDED) Confirmation of Appointment to the Governance Working Group

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

That Councillor S. Franke BE APPOINTED to the Governance Working Group for the term ending November 14, 2026.

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. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

4.5 (ADDED) May Progress Update - Health and Homelessness Whole of Community System Response

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the May Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information.

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. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: H. McAlister

Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 7:32 PM.

Interview Process – London Police Services Board Appointment

Interview process:

- In Closed Session
- Questions will be asked, in a set rotation, by individual Members of Council to the Candidate
- Consistency is key – same approach to each interview in terms of time allocations for the interviews, introductory remarks, order of questions, handling of additional questions, etc.; it being noted that follow up questions will be permitted

Interview questions:

- People Services, the Clerk, and the London Police Services Board have all provided advice on types of questions. I will circulate a list of those suggested questions to Committee members for review.
- Questions will be provided to candidates in advance. This is an equity best practice. It is level setting particularly for those where English is not the first language. There is no advantage to anyone in getting the questions in advance, but there is clear disadvantage to some if that does not happen.

Planning and Environment Committee

Report

8th Meeting of the Planning and Environment Committee
May 1, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors P. Cuddy and J. Pribil; K. Gonyou, P. Kavcic, P. Kokkoros, H. McNeely, B. O'Hagan, B. Page, M. Pease and A. Riley

Remote attendance: Councillors P. van Meerbergen and D. Ferreira; I. Abushehada, E. Bennett, S. Corman, M. Corby, A. Curtis, A. Hovius, M. Hynes, L. Marshall, C. McCreery, N. O'Brien and M. Schulthess

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: S. Hillier

Seconded by: S. Lewis

That Items 2.1 to 2.3, inclusive, BE APPROVED.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 5th Report of the Community Advisory Committee on Planning

Moved by: S. Hillier

Seconded by: S. Lewis

That the following actions be taken with respect to the 5th Report of the Community Advisory Committee on Planning, from its meeting held on April 12, 2023:

a) the Community Advisory Committee on Planning membership renewal with Community Heritage Ontario for 2023 BE APPROVED;

b) the Municipal Council BE REQUESTED to refer the matter of the Heritage Alteration Permit Application by R. Bryson for the property located at 27 Bruce Street, Wortley Village - Old South Heritage Conservation District back to the Civic Administration to allow for continued work with the applicant; and,

c) clauses 1.1, 2.1, 3.1, 3.3, 4.1 and 5.2 BE RECEIVED for information. (2023-C04)

Motion Passed

2.2 5th Report of the Ecological Community Advisory Committee

Moved by: S. Hillier
Seconded by: S. Lewis

That the following actions be taken with respect to the 5th Report of the Ecological Community Advisory Committee, from its meeting held on April 20, 2023:

- a) K. Moser and S. Hall BE APPOINTED as Representative and Alternate to the Trails Advisory Group;
- b) the Working Group comments relating to the property located at 735 Southdale Road West BE FORWARDED to the Civic Administration for review and consideration; and,
- c) clauses 1.1, 3.1, 5.2 and 5.4 BE RECEIVED for information. (2023-C04)

Motion Passed

2.3 Annual Report on Building Permit Fees

Moved by: S. Hillier
Seconded by: S. Lewis

That the staff report dated May 1, 2023 entitled "Annual Report on Building Permit Fees", BE RECEIVED for information. (2023-P10)

Motion Passed

3. Scheduled Items

3.1 2060 Jetstream (Z-9592)

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 the application by The Corporation of the City of London, relating to the property located at 2060 Jetstream Road:

- a) consistent with Policy 43_1 of the Official Plan for the City of London, 2016, the subject lands, 2060 Jetstream Road, BE INTERPRETED to be located within the Heavy Industrial Place Type;
- b) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 16, 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 Light Industrial (LI2) Zone TO a Heavy Industrial Special Provision (HI1(_)) 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 policies of the Official Plan for the City of London, 2016, including but not limited to the Key Directions and Heavy Industrial Place Type; and,
- the recommended amendment would align the zoning of the property to that of the westerly adjacent lot (roll number 030330077040000), simplifying the future development of the sites together as one. (2023-D14)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: 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: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.2 595 Proudfoot Lane (Z-9591)

Moved by: S. Franke

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, based on the application by Old Oak Properties Inc., relating to the property located at 595 Proudfoot Lane, the proposed by-law appended to the staff report dated May 1, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 16, 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 R9/Convenience Commercial (R9-7*H42/CC4) Zone TO a Residential R9/Convenience Commercial/Day Care Special Provision (R9-7*H42/CC4/DC(_)) Zone;

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

- B. McCauley, Old Oak Properties;

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 Official Plan for the City of London, 2016, including but not limited to the Key Directions and Neighbourhoods Place Type;
- the recommended amendment would permit a new use that is appropriate within the surrounding context; and,
- the recommended amendment would provide access to a day care centre in a convenient and accessible location to meet the daily needs of neighbourhood residents. (2023-D14)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: 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. Franke

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.3 3480 Morgan Avenue (Z-9531)

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 the application by Sifton Properties Limited, relating to the property located at 3480 Morgan Avenue:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135*CSA5(3)) Zone TO a Residential R8 Special Provision R8-4() Zone, BE REFUSED for the following reason:

i) the Application did not include Holding Provisions, a number of holding provisions are considered necessary to address a range of planning and servicing issues associated with the proposed development;

b) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the

Municipal Council meeting to be held on May 16, 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 Holding Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135*CSA5(3)) Zone TO an Holding Residential R8 Special Provision (h*h-95*h-100*h-105*h-198*R8-4(_)*H14) Zone, for the following reasons:

- i) the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- ii) the recommended zoning conforms to the in-force policies of the Official Plan for the City of London, 2016, including, but not limited to, the Shopping Area Place Type, City Building and Design, Our Tools, and all other applicable Official Plan for the City of London, 2016 policies; and,
- iii) the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

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

- L. Clark, Sifton Properties Limited. (2023-D14)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: 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: S. Franke

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.4 Delegation of Authority - Subdivisions and Condominiums, and Official Plan Amendment Policies for Public Meetings (O-9606)

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application regarding Delegation of Authority – Subdivisions and Condominiums:

a) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on May 16, 2023 to amend the Official Plan for the City of London, 2016, to change the requirement for public meetings for vacant land condominiums and common elements condominiums under policy 1619 and to remove policy 1683 in its entirety; and,

b) the proposed by-law appended to the staff report dated May 1, 2023 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on May 16, 2023 to amend By-law CP-17 being the Subdivision & Condominium Delegation & Approval By-law to include delegated approvals for minor revisions to the draft plan of subdivision, extensions to the draft plan of subdivision, subdivision agreements with special provisions, and change the requirement for public meetings for vacant land condominiums and common elements condominiums;

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

- M. Wallace, London Development Institute;

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

- streamline development approvals to allow the Civic Administration to get permit ready lots to market quicker;
- delegations are also administrative in nature and will allow the Municipal Council to focus on more strategic priorities;
- the delegations of draft plan extensions, minor red line revisions, subdivision agreement with special provisions will create time savings of 30 days; and,
- the delegations to adjust public meeting requirements for vacant land condominiums and common elements condominiums will create time savings of 45 to 60 days. (2023-D07/D12)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

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

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.5 614 Westmount Crescent (Z-9553)

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by LA-Rosa Community Ltd., relating to the property located at 614 Westmount Crescent, the Site Plan Approval Authority BE REQUESTED to consider adding clauses relating to the access alignment across from 608 Commissioners Road West (clause a ii)), enhanced privacy screening (clause a xiii)), and the installation of a sidewalk on Westmount Crescent (clause a xiv));

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) provide 2-storey townhouses south of the access along Westmount Crescent to provide an appropriate height transition from abutting low-density residential as per the site plan dated February 21, 2023;
- ii) consider locating the access to align with the proposed access at 608 Commissioners Road West;
- iii) provide lockable front doors and habitable living space on street-facing facades, including direct connections from the front doors to a walkway or sidewalk connection along the frontage of the property;
- iv) no fencing be provided between the buildings and the public street;
- v) clarify how the disposable recycling and waste is stored and collected on the site plan;
- vi) confirm the gross floor area of each dwelling unit and confirm basement ceiling height is 1.8 metres or more;
- vii) provide shared amenity space on site, and consider adding purposeful features to this space for amenity;
- viii) protect and retain as many of the City trees on the adjacent boulevard as possible. No tree removals shall happen until a permit has been issued by Forestry Operations in compliance with the City of London Boulevard Tree Protection By-law. Replacement trees shall be provided in appropriate locations;
- ix) consider offsetting any tree removals with plantings;
- x) update the tree preservation plan to ensure all required information outlined by the Landscaped Architect has been included;
- xi) ensure pedestrian circulation and access refinements are done with the Accessibility Review Checklist;
- xii) identify the location of fire route signage and provide a standard detail on the site plan;
- xiii) include enhanced privacy aspects such as 7 foot high fences and more evergreen trees or cedar hedges; and,
- xiv) the installation of a sidewalk along Westmount Crescent;

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

- S. Allen, MHBC; and,
- R. Marghella. (2023-D14)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: S. Franke

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: S. Franke

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential

6.1 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

Moved by: A. Hopkins

Seconded by: S. Hillier

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

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals arising out of the Masonville Secondary Plan ("MSP") at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation.

6.2 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal to the Ontario Land Tribunal ("OLT") arising out of a Committee of Adjustment decision as it relates to 1 Westcott Street, and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Motion Passed

The Planning and Environment Committee convened, in Closed Session, from 4:53 PM to 5:32 PM.

7. Adjournment

The meeting adjourned at 5:34 PM.

Bill No. 144
2023

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 16th day of May
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 May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

Bill No. 145
2023

By-law No. A.-6151()-____

A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”, by deleting and replacing Schedule “C” – “Procurement of Goods and Services Policy” to update the Policy to provide additional clarity and updates.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS on December 17, 2007 the Municipal Council of The Corporation of the City of London enacted By-law A.-6151-17, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. A.-6151-17, as amended, by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy to provide additional clarity, and updates;

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

1. By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”, is hereby amended by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy attached as Schedule “A” to this by-law.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023



London
CANADA

Procurement of Goods and Services Policy

Policy Name: Procurement of Goods and Services Policy

Legislative History: Enacted December 17, 2007 (By-law No. A.-6151-17); Amended November 23, 2009 (By-law No. A.-6151(b)-347); Amended October 4, 2010 (By-law No. A.-6151(c)-264); Amended December 6, 2011 (By-law No. A.-6151(d)-4); Amended October 30, 2012 (By-law No. A.-6151(e)-307); Amended December 11, 2012 (By-law No. A.-6151(f)-2); Amended December 19, 2016 (By-law No. A.-6151(n)-25); Amended March 21, 2017 (By-law No. A.-6151(o)-96); Amended June 26, 2018 (By-law No. A.-7742-237); Amended October 1, 2019 (By-law No. A.-6151(y)-268); Amended February 15, 2022 (By-law No. A.-6151(ae)-59); Amended May 16, 2023 (By-law No. A.-6151()-)

Last Review Date: May 16, 2023

Service Area Lead: Senior Manager, Procurement and Supply

1. Policy Statement

This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods or contracting services for the Corporation of the City of London.

2. Definitions

Please refer to Section 3 of the attached Schedule A.

3. Applicability

Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.

4. The Policy

Please refer to the attached Schedule A

By-law No. A.-6151()-__ - Schedule “A”

Bylaw No. A.-6151-17, Schedule “C”

Procurement of Goods and Services Policy

The Corporation of the City of London

Revised: May 16, 2023



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1. Procurement Goals and Objectives

Mission:

To obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

- 1.1. This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods or contracting services for the Corporation of the City of London (herein after known as 'City').
- 1.2. The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.
- 1.3. The City encourages innovation and the use of technology which meets City specifications and industry standards in order to ensure the utilization of the most efficient and effective procurement processes and practices.
- 1.4. The City will consider the total costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs in evaluating competitive bids from responsive and responsible bidders. Where costs are submitted for more than one year, the net present value of the annual costs will be used to evaluate the costs at a discount value concurred by the City Treasurer.

The Procurement and Supply function fully embraces the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions that are quality focused and consider the 'Total Cost of Ownership' where possible.

The City encourages its supply chain partners to have similar quality considerations with their procurement of goods and services.

1.5. Sustainable Procurement

Sustainable Procurement is a framework for procurement decision-making that will contribute to the City of London's procurement objective to achieve best value for the City by considering the full life cycle of products and their complete economic, environmental and social costs and benefits.

The City of London recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits. The City is committed to maximizing sustainability benefits by engaging with the public marketplace and increasing the efficiency of procurement procedures and practice.

Sustainable Procurement Purpose

The purpose is to:

- Embed environmental and ethical criteria into the City's procurement procedures and supply chain management processes and ensure cost effectiveness and competitive pricing.
- Set specifications for goods and services that achieve environmental benefits such as waste reduction, water conservation, energy conservation, and pollution prevention and increase the development and awareness of environmentally sound procurement, efficient and durable products, reusable products and products that contain post-consumer, recyclable, non-toxic, and/or nonpetroleum content.
- Ensure safe and healthy workplaces for the people who produce goods or supply services to the City of London by requiring suppliers to adhere to minimum performance standards with respect to fair labour practices and human rights, based on core labour conventions of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards as defined in the City's Supplier Code of Conduct.
- Evaluate, as appropriate, products and services based on a full life cycle or total cost of ownership perspective that considers their complete economic, environmental and social costs and benefits.
- Evaluate, as appropriate, the sustainability performance of suppliers' internal operations and rewarding leadership and innovation among Suppliers who contribute to healthy, fair and safe workplaces and practice environmental stewardship.
- Strive to reduce the overall consumption of goods and services, where possible, through more efficient procurement procedures and practices.
- Enhance procurement practices to align with existing City sustainability initiatives, such as Leadership in Energy and Environmental Design (LEED) green building design and E3 Fleets.
- Advance a corporate culture at the City that recognizes and places a priority on sustainability.
- Adhere to the principles of public procurement by continuing to support a process that is open, fair, transparent and competitive and complying with all applicable trade agreements such as The Canadian Free Trade Agreement (CFTA).

Scope

This applies to the procurement of goods, services and construction by all Service Areas. Full implementation of the policy will be phased in over time.

Guidelines

A. Responsibilities

All City Service Areas, Offices and Agencies shall identify and purchase the most environmentally and socially responsible products and services that are available for the intended purpose at a competitive price and that meet the performance requirements. Environmental and social factors that should be considered include, but are not limited to:

- Minimization of virgin material use in product or service life cycle;
- Maximization of recycled products used in product or service life cycle;
- Environmental cost of entire product or service life cycle;
- Reuse of existing products or materials in product or service life cycle;
- Recyclability of product;
- Minimization of packaging;
- Reduction of energy/water consumption;
- Toxicity reduction or elimination;
- Elimination of uncertified hardwoods in product or service life cycle;
- Durability and maintenance requirements;
- Ultimate disposal of the product; and
- Adherence to the minimum social performance standards of the *Supplier Code of Conduct*

Procurement and Supply staff shall adhere to the guidelines set forth in this policy when making Procurement decisions. Procurement and Supply will be responsible for ensuring Suppliers comply with the minimum performance standards of the *Supplier Code of Conduct* and will participate in establishing annual action plans and targets, developing relevant tools and procedures, and reporting on annual performance.

City Service Areas shall assist Procurement and Supply in its implementation of this policy by supporting training, information gathering, developing of environmental specifications, and evaluation of products and services and supplier sustainability performance. End Users shall work with Procurement and Supply to set product and service specifications and evaluate products and services based on these specifications.

B. Metrics and Reporting System

Sustainable procurement performance indicators and annual targets will be defined. A reporting system will track performance against these indicators and report on achievement of targets.

C. Program Resourcing

Adequate resourcing (e.g., human and financial) will be assessed regularly to ensure successful implementation of the Sustainable Procurement Policy.

D. Phased Implementation

Sustainable Procurement will be phased in over time through the selection of priority products and service based on a defined set of selection criteria (e.g., cost saving potential, sustainability impacts, market availability).

1.6. Supplier Code of Conduct

The Supplier Code of Conduct sets the minimum performance standards for Suppliers and their subcontractors and supports the City of London's Sustainable Procurement. The goal of the Supplier Code of Conduct is to ensure safe and healthy workplaces for the people who make goods, services and construction for the City, where human and civil rights conditions meet internationally agreed upon standards.

The Supplier Code of Conduct will ensure that Suppliers are in compliance with the International Labour Standards (i.e., core labour conventions) of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards. The City will apply the Supplier Code of Conduct as one of the criteria used in its selection of Suppliers. It is a requirement that City Suppliers and their sub-contractors follow this code.

Compliance Requirements

City Suppliers and their sub-contractors must strive to comply with all national and other applicable laws of the country(ies) of operations or applicable to the manufacturing of goods or delivery of services, including, but not limited to those laws relating to working conditions, human rights, health and safety and the environment. For goods and services produced in Canada, Canadian laws will apply. For goods and services produced outside of Canada, and where foreign national laws and the Supplier Code of Conduct address the same issue, the standard that is most stringent will apply, thereby ensuring that all Suppliers, regardless of their place of operation, are meeting a consistent set of minimum performance standards related to human rights and fair workplace practices. The application of the Supplier Code of Conduct will be phased in over time.

Minimum Performance Standards

The following nine standards are based on the ILO International Labour Standards (i.e., labour conventions) that directly support the Universal Declaration of Human Rights and address the worst forms of child and forced labour. These core conventions set out reasonably achievable minimum standards for working conditions in manufacturing facilities and factories internationally. The [ILO International Labour Standards](http://www.ilo.org) are available online at: <http://www.ilo.org>.

a. Freely Chosen Employment

The Supplier shall employ workers who choose to be employed by the Supplier's company. The Supplier shall not use any forced, bonded or indentured labour or involuntary prison labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

b. Child Labour

The Supplier shall commit to a zero-tolerance policy toward the use of child labour in any stage of manufacturing. The term "child" refers to any person under the age of 15 (or 14 where the law of the country of manufacture allows). Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is permitted.

c. Non-discrimination and Diversity

The Supplier shall promote cooperation, individual responsibility and acceptance of diversity among its employees. The Supplier and its employees shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, place of origin, ancestry, source of income, pregnancy, religion, political affiliation, union membership, family status or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be unlawfully used in a discriminatory way.

d. Health and Safety

Workers will be provided with a safe and healthy work environment. Conditions in all work and residential facilities shall be safe, clean, and consistent with all applicable laws and regulations regarding occupational health and safety. The Supplier shall adequately inform employees of their health and safety guidelines in terms of equipment, training, management, and work practices.

e. Employee Treatment, Harassment and Abuse

The Supplier's employees shall be treated with respect and dignity and Supplier's disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane

treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

f. Freedom of Association and Collective Bargaining

The Supplier shall work directly with employees to find solutions to any outstanding legal and employment issues while at all times respecting worker rights to obtain representation, join labour unions, and/or bargain collectively. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

g. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate. Deductions from wages as a disciplinary manner is not permitted and payment shall occur in a timely manner with record of payment (e.g., pay stub).

h. Hours of Work

The Supplier shall ensure regular working hours do not exceed forty-eight (48) hours per week, and that the combination of regular hours and required overtime hours do not exceed sixty (60) hours per week except in emergency circumstances.

i. Environmental Responsibility

Suppliers shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices (e.g., energy conservation in their buildings). Suppliers must not be in violation of any national environmental regulations and should be striving to meet third-party standards.

2. General Provisions

- 2.1 Unless otherwise provided in accordance with this Policy, the Senior Manager, Procurement and Supply and the authorized employees of Procurement and Supply shall act for the City, for the purchase and disposal of all goods and/or services and shall be responsible for providing necessary advice and services required for such purchases and/or disposals in accordance with the method of purchase authorized by this Policy.
- 2.2 No purchase of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without

following the provisions of this Policy will not be accepted, and any invoices received may not be processed for payment.

- 2.3 Unless otherwise provided in accordance with this Policy, the purchase of all goods and/or services shall be authorized in accordance with the provisions of Schedule "A" to this Policy.
- 2.4 Requisitions or purchase orders shall not be arbitrarily structured to alter the relationship of the price to the preauthorized expenditure limit.
- 2.5 The procedures prescribed in this Policy shall be followed to make an award or to make a recommendation of an award to Committee and City Council.
- 2.6 Wherever possible, it should be the intent of the client service areas to procure goods and/or services of like nature as a combined effort in order to benefit from economies of scale.
- 2.7 During the public procurement process, internal City bids will not be considered as the analysis of in-house versus out-source (procurement) will be made prior to any such process.
- 2.8 Definitions specific to this Policy are documented in Section 3.
- 2.9 The City recognizes that mistakes and misunderstandings may occur; bidders may feel aggrieved and may seek to dispute the recommendation of an award of a contract. To maintain the integrity of the process, bidders who believe they have been treated unfairly can make this known by contacting the Senior Manager, Procurement and Supply prior to the award of the contract. The bidder must file the formal dispute for an appeal in writing within two (2) City of London business days of notification to the bidder by the City that their bid is not acceptable and request a hearing meeting with the Senior Manager, Procurement and Supply (or delegate). This meeting must be held within seven (7) City of London business days of notification. If the bidder disagrees with the decision of the hearing meeting the next step is to formally appeal to the City Treasurer (or delegate) in writing within seven (7) City of London business days. If the bidder disagrees with the decision of the City Treasurer, the next step is to formally appeal in writing to the City Clerk within seven (7) City of London business days. The Corporate Services Committee will hear the appeal and make a recommendation to Council regarding the dispute. City Council's decision on the Committee's recommendation is final.

The City may, in its absolute sole discretion, reject any other bids submitted if the bidder, or any officer or Deputy City Manager of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in/or during a dispute appeal of decision for the contract award action against the City.

In determining whether or not to reject a bid under this clause, the City will consider delays in awards of this or subsequent City contracts and whether the dispute or appeal is likely to affect the bidder's ability to work with the City, its

consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder. The City will also consider delays in awards of subsequent City contracts with other contractors and the potential for those additional costs resulting in delays associated with this dispute/appeal.

There are strict time limits to file a dispute appeal. If the bidder is unsure of the deadline for appeal, they must seek direction from the Senior Manager, Procurement and Supply. Failure to seek and follow these directions will result in the appeal being dismissed.

- 2.10 This Policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.
- 2.11 Goods and/or services NOT subject to this Policy are listed in Schedule "B". The final determination of whether goods and/or services qualify for exemption under Schedule "B" shall be determined by the City Treasurer (or delegate).
- 2.12 Additional information on the administration of the procurement process can be found in Schedule "E" entitled Materials Management Guidelines.
- 2.13 Where a Service Area does not involve the complete utilization of the City's Procurement and Supply Division as the procurement agent (e.g., small value contracting, or call-ups under the standing offer agreement, or user-administered tenders) then the Service Area is responsible for: Disclosing designated substances; Including designated substance and asbestos clauses in the tender/contract documents (Refer to Asbestos Management Program Appendices), and providing Pre-Demolition, Alteration or Renovation surveys to include pre-existing designated substance information.
- 2.14 In accordance with Ontario Regulation 191/11 under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) as amended, the City of London shall consider accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In which case, an explanation will be provided upon request.
- 2.15 No purchase of goods and services associated with computer software, hardware and/or telecommunications equipment will be authorized without the completion of appropriate Information Technology reviews as determined by Information Technology Services and the authorization, in writing, of the Director, Information Technology Services (or delegate).
- 2.16 When Grants or Stimulus Funding are received by the City, the use of that funding for Procurements is subject to the Procurement of Goods and Services Policy, notwithstanding any specific conditions placed by the provider.

3. Definitions

In this Policy, unless a contrary intention appears,

‘Acting’ means the formal delegation of approval authority by the person in the position of authority to the person acting in that role on a temporary basis.

‘Addendum’ (Addenda) means the form of a document used to officially change, add and/or delete information contained within a Competitive Bid. By issuing an Addendum, the Competitive Bid itself changes to incorporate the Addendum.

‘Agreement’ means a formal written legal agreement or contract for the supply of goods, services, equipment or construction.

‘Award’ means the City and has obtained the required approval as defined in Section 8.5 and Schedule “A” to officially enter into a Purchase Order, Contract Record or formal Agreement with a selected supplier.

‘Best Value’ means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset.

‘Bid’ means a response to a competitive bid issued by the City.

‘Bidder’ means a person, corporation or other entity that responds, or intends to respond to a competitive bid.

‘Bid Deposit’ means currencies, certified cheques, bid bond issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario or another form of negotiable instrument acceptable to the City to compensate the City if the successful bidder does not enter into a contract.

‘Blanket Purchase Contract’ means any contract for the purchase of goods and/or services which will be required frequently or repetitively but where the exact quantity of goods and/or services required may not be precisely known or the time period during which the goods and/or services are to be delivered may not be precisely determined.

‘Canadian Free Trade Agreement’ (CFTA) is a Canadian intergovernmental trade agreement signed by Canadian Ministers that entered into force on July 1st, 2017.

‘City’ means The Corporation of the City of London.

‘City Manager’ means a person, or person ‘acting’ in this capacity serving as the head of Civic Administration. The City Manager may also exercise the approval authority of a Deputy City Manager.

‘City Treasurer’ means a person, or person ‘acting’ in this capacity with chief responsibility for Corporate Finances at the City (Deputy City Manager, Finance Supports and City Treasurer).

‘Certificate of Clearance’ from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace Safety and Insurance Board certifying that the Board waives its rights under Subsection 141(10) of the Workplace Safety and Insurance Act, R.S.O. 1997, as amended.

‘Committee’ means the authorizing body (as amended by City Council) that provides initial approval prior to seeking Council approval.

‘Competitive Bid’ means REOI, RFI, RFPQ, RFP, IRFQ, RFQ or RFT as further defined in this section.

‘Comprehensive Economic and Trade Agreement’ (CETA) is a free-trade agreement between Canada and the European Union and its member states.

‘Consultant’ means an external subject matter expert that provides advisory services and/or direction to City Staff when the City requires competency and/or capacity for a particular procurement that is not available in-house, excluding legal, employment and labour relations services.

‘Contract’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Contracting’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Contract Amendment’ means a change, correction, clarification or deletion to a purchase agreement that has already been executed.

‘Contract Renewal’ is the extension of an existing contract for a new term, the duration of which is specified in the contract as optional periods.

‘Conflict of Interest’ means a situation in which the personal interests of Deputy City Managers, officers and key staff members come into conflict, or appear to come into conflict, with the interests of the City.

‘Contract Record’ means a document which summarizes the goods and/or services to be purchased.

‘Declaration Respecting Workers’ Compensation Act, R.S.O.

1990/Corporations Tax Act’ means a declaration that the bidder has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the bidder has paid all taxes and/or penalties imposed on it pursuant to the Corporations Tax Act, R.S.O. 1990, CHAPTER C.40, as amended.

‘Delegate’ means a person who has been delegated approval authority by a position with authority under this Policy (Section 8.7).

‘Delegation of Approval Authority’ means the formal delegation of authority to perform a specific task or approval by a person in a position with authority under this Policy (Section 8.7), resulting in a ‘delegate’.

‘Delegation of Approval Authority List’ means a list prepared by the Deputy City Manager granting the formal delegation of authority to perform a task or approval (Section 8.7).

‘Deputy City Manager’ means a person, or person ‘acting as a delegate’ in this capacity responsible for a service area at the City. **‘Dispute Committee’** means a committee comprised of the Senior Manager, Procurement and Supply (or delegate), the City Treasurer (or delegate), the City Manager (or delegate), and the Deputy City Manager of the client service area involved.

‘Elected Official’ means a member of (London) City Council.

‘Emergency’ means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

‘Employee - Employer Relationship’ means a worker agrees to work for the City, on a full-time or part-time basis, for a specified or indeterminate period of time, in return for wages or a salary. The City has the right to decide where, when and how the work is to be done.

‘Executed Agreement’ means a formal agreement, either incorporated in the bid documents or prepared by the City or its agents, to be executed by the successful bidder and the City.

‘Fairness Advisor’ means an external resource who focuses on the procurement process and the case law for a procurement but is also required to have a business perspective and may provide advice to the City.

‘Fairness Commissioner’ means an external resource who works concurrently with the City’s procurement process to proactively make the process fairer and certifies the work at the conclusion. The Commissioner will provide direction to the City as required.

‘Fairness Monitor’ means an external resource who oversees a procurements’ procedural fairness, transparency and adherence, particularly as it relates to the procurement process and provides feedback to the City.

‘Goods and/or Services’ means supplies, services, materials and equipment of every kind required to be used to carry out the operations of a service area.

‘Group Procurement Organization’ (GPO) means an entity that is created to leverage the purchasing power of a group of businesses to obtain discounts from vendors based on the collective buying power of the GPO members.

‘Informal Request for Quotation’ or ‘IRFQ’ means a request for prices on specific goods and/or services from selected suppliers which are submitted in writing, or as specified in the Informal Request for Quotation.

‘Insurance Documents’ means official original documents issued by an insurance company acceptable to the City and, preferably, licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the City’s insurance requirements and completed on the City standard insurance form(s); as contained in the bid document.

‘Irregular Result’ is defined in Section 8.10.

‘Irregularities Contained in Bids’ is defined in Schedule “C” and includes the appropriate response to those irregularities.

‘Irrevocable Letter of Credit’ means an irrevocable letter on the financial institution’s standard form containing a request that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or fulfill all the covenants, undertakings, terms, conditions and agreements contained in a contract.

‘Labour and Material Bond’ means a bond issued by a surety company on the City standard Form of Bond to ensure that the contractor will fulfill its obligations to its employees, subcontractors and suppliers and thereby protects the City.

‘Letter of Agreement to Bond’ means a letter or other form issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful the bonding agency will issue the required bonds.

‘Senior Manager, Procurement and Supply’ means a person responsible for the Procurement and Supply section at the City. For the purposes of this Policy, when ‘Senior Manager, Procurement and Supply’ appears it does not include staff that has been delegated approval authority by the ‘Senior Manager, Procurement and Supply’, unless otherwise noted.

‘Obsolete’ means City assets that are no longer current or have no functional use due to being replaced by newer assets and still may have some economic value.

‘Ontario Public Buyers Association’ (OPBA) is a not-for-profit professional association representing public procurement professionals throughout Ontario. We promote the ethical and effective expenditure of public funds and encourage excellence in public purchasing through our continuing professional development opportunities, the encouragement of certification programs and through networking among our members.

‘Pecuniary Interest’ means the opportunity, directly or indirectly, to profit or share in any profit derived from a competitive bid or agreement.

‘Performance Bond’ means a bond issued by a surety company on the City standard Form of Bond executed in connection with a contract and which secures

the performance and fulfillment of the undertakings, covenants, terms, conditions and agreements contained in the contracts. These may also be in the form of renewable performance bonds.

‘Professional Consulting Services’ means a consulting firm, engineer or architect providing professional knowledge or construction design or technical expertise.

‘Program Administrator’ means a person who has been given the responsibility to maintain and monitor the purchasing card program at the City.

‘Proponent’ means the respondent to a Request for Proposal (RFP).

‘Purchase Order’ means the standard City procurement document issued by Procurement and Supply to formalize a purchasing transaction with a supplier.

‘Purchasing Card’ means a credit card provided by the City’s Finance area and its use is bound by the provisions of the Procurement of Goods and Services Policy.

‘Purchase Requisition’ means a duly authorized written or electronically produced request in an approved format to obtain goods or services.

‘Request for Expression of Interest’ or ‘REOI’ means a focused market research tool used to determine supplier interest in a proposed procurement. It may be issued simultaneously with a Request for Pre-Qualification (RFPQ) when the proposed procurement is well defined, and the purchaser has clear expectations for the procurement.

‘Request for Information’ or ‘RFI’ means a general market research tool to determine which products and services are available, scope out business requirements, and/or estimate project costs which may be used prior to issuing another type of competitive bid.

‘Request for Proposal’ or ‘RFP’ means a process where a need is identified, but the method by which it will be achieved is not prescribed at the outset. This process allows prospective suppliers to propose solutions or methods to arrive at the desired result.

‘Request for Pre-Qualification’ or ‘RFPQ’ means a request for a list of qualified suppliers and firms who have an interest in providing services to the City, typically through a two-stage process.

‘Request for Quotation’ or ‘RFQ’ means a request for prices on specific goods and/or services as specified in the Request for Quotation.

‘Request for Tender’ or ‘RFT’ means a request for sealed bids which contain an offer in writing to execute some specified services, or to supply certain specific goods, at a certain price, in response to a publicly advertised request for bids.

‘Scrap’ means City assets that no longer have the ability to function for their original design in their current state and have minimal economic value other than primarily for recycling value.

‘Sealed Bid’ means a formal sealed response received as a part of a competitive bid.

‘Single Source’ means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. Further qualifications appear in the definition in Section 14.4.

‘Sole Source’ means that the goods and/or services are available from only one supplier. Further qualifications appear in the definition in Section 14.3.

‘Substantive Objection’ means an unsuccessful bidder request moving to the third stage of dispute resolution as prescribed in Section 2.9.

‘Supplier’ means any individual or organization providing goods or services to the City including but not limited to contractors, consultants, suppliers, service organizations etc.

‘Surplus’ means City assets that exceed the portion that is utilized by the City, may be current, may have functional use and still have some economic value.

‘Tender’ means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids.

‘Trade Agreements’ are intended to reduce and eliminate, to the extent possible, barriers to the free movement of labour, goods, services, and investments. Supports rules requiring open, fair and transparent competition in government procurements.

‘Triggering Event’ means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk to the City or serious or prolonged risk to persons or property.

‘Unsolicited proposal’ is a written application for a new or innovative idea submitted to the City on the initiative of the offeror for the purpose of obtaining a contract

‘Value Analysis’ means a life cycle costing approach to valuing a given alternative, which calculates the long term expected impacts of implementing the particular option.

4. Responsibilities

4.1. General Responsibilities

- a. All City staff delegated with approval authority (Section 8.7) shall follow the guidelines as set out in Schedule “D” ‘A Statement of Ethics for Public Purchasers’ established by the Ontario Public Buyers’ Association, as well as the City’s Conflict of Interest Policy, and Section 5 below.

- b. Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.
- c. Failure to adhere to the requirements outlined in this Policy may lead to disciplinary action up to and including termination of employment.
- d. No provision of this Policy precludes a Deputy City Manager or the Senior Manager, Procurement and Supply, with the concurrence of the City Manager, from recommending an award to Committee and City Council where:
 - i. in the opinion of a Deputy City Manager, it is in the best interest of the City to do so; or
 - ii. it is a matter of procurement procedure and, in the opinion of the Senior Manager, Procurement and Supply, it is in the best interest of the City to do so.

4.2. City Manager

The City Manager has the authority to instruct the Deputy City Managers not to award contracts and to submit recommendations to Committee and City Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

4.3. Deputy City Managers

- a. Have responsibility for all procurement activities within their service areas and are accountable for achieving best value while following the Procurement of Goods and Services Policy;
- b. Have the authority to delegate approval authority to staff at the appropriate levels within their service areas (Section 8.7);
- c. The Deputy City Managers have the authority to award contracts in the circumstances specified in this Policy provided that the delegated power is exercised within the limits prescribed in Schedule "A" and the requirements of this Policy are met; and
- d. When the Deputy City Manager is of the opinion that a Triggering Event has occurred, the Deputy City Manager may authorize the purchase of such goods and/or services as is considered necessary to remedy the situation without regard to the requirement for a competitive bid and may approve the necessary contract amendment. The relevant details surrounding the Triggering Event shall be included in a report and submitted to Committee and City Council as soon as possible.

4.4. City Treasurer

The City Treasurer is responsible for:

- a. Overseeing the Procurement and Supply function;
- b. Maintaining ownership over the Procurement of Goods and Services Policy; and
- c. Approval authority as outlined in Schedule “A” and 8.5.

4.5. Senior Manager, Procurement and Supply

The Senior Manager, Procurement and Supply is responsible for:

- a. The integrity of the procurement process with the exception of those items listed in Schedule “B”;
- b. Providing professional procurement advice and service to City staff.
- c. Awards within the authority of the Deputy City Manager (or delegate) for which the Senior Manager, Procurement and Supply may award a contract on behalf of these positions provided that Procurement and Supply is in receipt of a funded requisition and the requirements of this Policy are met;
- d. Monitoring compliance with this Policy;
- e. Notifying the Senior Leadership Team, in advance, if possible, of non-compliance with this Policy;
- f. Rejecting any Purchase Requisitions for services where the services could result in the establishment of an employee – employer relationship; and
- g. Creating and revising administrative procedures and directions respecting:
 - i. the preparation and development of specifications;
 - ii. the requirements and form of bid deposits;
 - iii. other securities and documentation required or advisable for sealed bids;
 - iv. procedures for the opening, evaluation and recommendation of bid documents; and
 - v. such other matters of an ancillary or incidental nature to more fully carry out the intent and purpose of this Policy.

4.6. Committee and City Council Approval

Despite any other provision of this Policy, the following contracts are subject to Committee and City Council approval:

- a. Any contract requiring approval from the Ontario Municipal Board;
- b. Any contract prescribed by Statute to be made by City Council;

- c. Where a recommendation is being made to amend the total value of a contract in excess of the original bid (plus contingency), and;
 - i. it is an amount greater than \$50,000 or 3% of the original contract value; or
 - ii. in the opinion of the City Treasurer, funds are not available for the additional expenditure.
- d. Where a Substantive Objection (see definition in Section 3), emanating from the competitive bid has been filed with the City Treasurer prior to award of the contract;
- e. Where there is an irregular result (see Section 8.10); and
- f. Where authority to approve has not been expressly delegated.

5. Conflict of Interest

- 5.1 No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act.
- 5.2 Competitive bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to submission of the bid. Should a conflict of interest arise after the award of a contract, the conflict shall immediately be disclosed in writing to the Senior Manager, Procurement and Supply. Further, all competitive bid documents and agreements shall provide that in the event that a contract is awarded to a person who has not, during the bidding or contracting process, disclosed the pecuniary interest of an elected official, appointed officer or employee of the City in the contract, the contract may be cancelled at any time by the City in its entire discretion without damages or penalty.
- 5.3 In this section, 'controlling interest' means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten percent (10%) of the voting rights attached to all equity shares of the corporation for the time being outstanding.
- 5.4 For the purposes of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:
 - a. The person or his or her nominee is a shareholder in or a Director or senior officer of a corporation that does not offer in securities to the public; or
 - b. Has a controlling interest in or is a Director or senior officer of a corporation that offers securities to the public.

- 5.5 For the purposes of this section, an elected official, appointed officer or employee of the City has an indirect pecuniary interest if the person is a partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the City.
- 5.6 For the purposes of this section, the pecuniary interest in a Tender, Proposal, Quotation or contract of a parent or spouse or any child of an elected official, appointed officer or employee shall, if known to the person, be deemed to be also the pecuniary interest of the elected official, appointed officer or employee as the case may be.

6. Prohibitions

6.1 Division of Contracts

No employee of the City shall divide a purchase or a contract to avoid the requirements of the Tender, Proposal, Quotation or Purchasing Card procedures. Nor shall purchases be split in order to circumvent prescribed spending authority dollar limits as outlined in this Policy.

6.2 Interference in the Procurement Process

- a. Elected officials, appointed officers and employees shall not knowingly cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the City. This also includes a contract with any other municipality, local board or public body involved in the purchase of goods and/or services either jointly or in cooperation with the City.
- b. Elected officials shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Elected officials should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Elected officials who receive inquiries from suppliers related to any specific procurement shall immediately direct those inquiries to the Senior Manager, Procurement and Supply, or the City Treasurer.
- c. The only exception to the above relates to selection of internal auditors or an integrity commissioner whereby elected officials are specifically part of the evaluation team.

6.3 Official Point of Procurement Contact and Lobbying Prohibition

- a. The City is committed to the highest standards of integrity with respect to the purchase of goods and/or services and managing the processes by which goods and/or services are acquired. The official point of Procurement contact shall be a member of the Procurement and Supply Team. Should it be necessary or desirable to have a contact person to respond to technical issues that person shall be named in the competitive bid documents. All

communications will be made by these individuals and during the procurement process, no bidder or person acting on behalf of the bidder or group of bidders shall contact any elected official, consultant or any employee of the City to attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official, consultant or employee of the City for such purposes as meetings of introduction, social events, meals or meetings related to the selection process, shall result in disqualification of the bidder for the project to which the influential activity is deemed to be directed.

Notwithstanding the foregoing, this prohibition does not apply to meetings specifically scheduled by the City Procurement and Supply group for presentations or negotiations. Any bidder found to be in breach of this Policy shall be subject to immediate disqualification from the procurement process and may be prohibited from future opportunities at the discretion of City Council.

- b. In addition, no bidder who has been awarded the contract shall engage in any contact or activities in an attempt to influence any elected official or any employee of the City with respect to the purchase of additional enhancements, options, or modules. However, a contractor may communicate with the appropriate member of the Procurement and Supply Team, the Senior Manager, Procurement and Supply or the City Treasurer for purposes of administration of the contract during the term of the contract.
- c. The determination of what constitutes influential activity is in the sole discretion of the Senior Manager, Procurement and Supply, acting reasonably, and not subject to appeal.
- d. Contract award decisions shall be based on clear, transparent and objective criteria that is applied free from political considerations or political interference.

7. Procurement Documentation

- 7.1 In order to maintain consistency, Procurement and Supply shall provide guidelines to the City Manager and/or Deputy City Manager on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- 7.2 Procurement and Supply shall review proposed procurement documentation to ensure clarity, reasonableness and quality and shall advise the City Manager and/or Deputy City Manager of suggested improvements.
- 7.3 Procurement documentation shall avoid use of specific products or brand names.
- 7.4 Notwithstanding Section 7.3, a Deputy City Manager (or delegate) may specify a specific product, brand name or approved equal for essential functionality purposes (with consideration for operating and maintenance costs) to avoid

unacceptable risk or for some other valid purpose. In such instances, the Deputy City Manager (or delegate) and Procurement and Supply shall manage the procurement to achieve a competitive situation whenever possible.

- 7.5 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations such as, but not limited to, the Standards Council of Canada, shall be preferred.
- 7.6 Deputy City Managers (or delegate) shall:
 - a. Give consideration to Value Analysis, Sustainable Procurement and Supplier Code of Conduct;
 - b. Ensure that adequate Value Analysis comparisons are conducted to provide assurance that the specification(s) will provide best value;
 - c. Forward the Value Analysis to Procurement and Supply for documentation in the procurement file; and
 - d. Ensure specification(s) are set to allow for an open competitive process.
- 7.7 All substantive changes to standard clauses in competitive bid documents and standard agreements shall be reviewed and approved by the City Solicitor (or delegate).
- 7.8 Unless otherwise noted in this Policy, the Senior Manager, Procurement and Supply (or delegate) in conjunction with the Deputy City Manager (or delegate) shall issue bid documents for goods and/or services. Procurement and Supply shall give notice of the issuance of a competitive bid electronically via the internet as well as any other means as appropriate.
- 7.9 Internal Auditor shall review compliance with the Procurement of Goods and Services Policy, and report to the Audit Committee as set out in their audit plan.

8. Approval Authority and Reporting Requirements

- 8.1 Any person delegated approval authority pursuant to this Policy shall ensure that an approved budget, as described in Section 17 of this Policy, exists for the proposed procurement and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit and documentation requirements of the City.
- 8.2 All applicable taxes, duties and shipping shall be excluded in determining the procurement limit of authorized delegates and the type of procurement process to be followed.
- 8.3 The dollar values identified in this section represent the annual estimated procurement value for a good and/or service to be procured. The annual estimated procurement value is the cumulative value spent over a twelve (12) month period for a particular good and/or service.

- 8.4 In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.
- 8.5 The following body and persons shall have the respective approval authority as set out below (see summary in Schedule “A”). All dollar values are based on annual amounts and must be within pre-approved budgeted limits.
- a. **Committee and City Council** must approve the following awards:
- i. RFP greater than \$100,000;
 - ii. RFT greater than \$6,000,000;
 - iii. RFQ, RFP and RFT with an irregular result greater than \$100,000 (section 8.10);
 - iv. Sole Source or Single Source greater than \$50,000;
 - v. Contract Amendments exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)
 - vi. Contract renewals greater than \$6,000,000 (section 20.2); and
 - vii. Appointment of Professional Consulting Services (Section 15) greater than \$100,000.
- b. **Deputy City Managers or any employee exercising delegated authority approval and Senior Manager, Procurement and Supply (jointly)** are authorized to approve the following awards:
- i. RFQ (formal quotations) greater than \$50,000 but not exceeding \$100,000;
 - ii. RFP up to \$100,000;
 - iii. RFT up to \$6,000,000;
 - iv. Sole Source or Single Source up to \$50,000; and
 - v. Contract renewals up to \$6,000,000, for Council approved agreements that have clearly defined options to extend (Section 20.2).
- c. **Deputy City Managers or any employee exercising delegated authority approval** are authorized to approve the following awards;
- i. Informal quotations up to \$50,000;
 - ii. Appointment of Professional Consulting Services not exceeding \$100,000 (Section 15); and
 - iii. Contract Amendments not exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)

8.6 Section 8.5 approvals may be overridden in the case of an ‘emergency’ as defined in Section 14.2 of this Policy.

8.7 Delegation of Approval Authority

Delegation of Approval Authority means the formal delegation of authority to perform a task or approval by a person in a position with authority under this Policy, resulting in a ‘delegate’.

a. The method for the Deputy City Managers delegating approval authority is as follows:

- i. The Deputy City Managers shall prepare a Delegation of Approval Authority List within their respective areas;
- ii. The list will provide evidence that the staff listed have been delegated approval authority by the Deputy City Manager;
- iii. The list at minimum, shall include the staff person’s name, title and approval limit, the list will also include any acting roles;
- iv. The list shall be updated immediately upon any change in staff or position;
- v. A copy of the list shall be sent to the Senior Manager, Procurement and Supply each time there is a revision;
- vi. The Senior Manager, Procurement and Supply will ensure the delegation of approval authority lists are available to all Procurement and Supply Staff; and
- vii. Procurement and Supply staff will review the list prior to completing tasks that require approval.

b. The Deputy City Managers and Senior Manager, Procurement and Supply shall develop a Delegation of Approval Authority list for the approvals and tasks they are responsible for under this Policy.

8.8 Only the Deputy City Managers may further delegate approval authority to their staff at the procurement values deemed appropriate. Staff that has been delegated approval authority from the Deputy City Managers to approve procurements shall have no authority to delegate this approval authority to any other person.

8.9 City Council may explicitly delegate further approval authority as it considers necessary from time to time, including but not limited to, any extended time periods during which City Council does not meet.

8.10 Irregular Result

If an irregular award value is less than \$100,000, the Deputy City Manager, or delegate, with the concurrence of the Senior Manager, Procurement and Supply, or delegate, may approve the award.

If an irregular award of a competitive bid is greater than \$100,000, the client Service Area, in conjunction with Procurement and Supply, shall submit a report to Committee and City Council and receive their approval if any of the following conditions apply:

- a. The value of the lowest compliant bid, or highest scoring proposal, exceeds the City Council approved budget, including any contingency allowance;
- b. The specifications of an entire competitive bid cannot be met by two (2) or more suppliers; as per Section 19.4, Only One Bid Received;
- c. The award is not being made to a compliant bidder(s) offering the Best Value to the City;
- d. Where a Substantive Objection has been filed with the City Treasurer prior to award of a competitive bid; or
- e. Where in the opinion of the Senior Manager, Procurement and Supply, the client Service Area award recommendation is not in the best interest of the City.

8.11 Reporting to Committee and City Council

- a. The Deputy City Managers shall submit an informational report on an annual basis, no later than March 15th to the Senior Manager, Procurement and Supply containing the details of the contract awards made under Section 8.5.c for their respective Service Areas.
- b. The Senior Manager, Procurement and Supply shall coordinate data collection and prepare an annual report for submission to City Council including the awards made under section 8.5 b and 8.5 c, no later than May 31st. The report will only include awards that were not processed through Procurement and Supply, unless otherwise directed by Council. Procurement and Supply shall certify that the awards are in compliance with this Policy and where non-conformances are identified, corrective action will be taken.
- c. Where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, total payments relative to the supplier shall be included in an annual information report to Committee and City Council. The Senior Manager, Procurement and Supply (or delegate) shall prepare a report of all Civic Administratively Awarded Tenders for the reporting year.

9. Low Dollar Value Procurements (under \$15,000) – as per Schedule “A”

- 9.1 Procurements under \$15,000 shall be considered low dollar value procurements.
- 9.2 All low dollar value procurements shall utilize applicable City contracts and shall otherwise be in accordance with this Policy.
- 9.3 A corporate Purchasing Card may be used for low dollar value procurements provided the user complies with Section 18 of this Policy.

- 9.4 The Deputy City Managers may delegate approval authority to their staff for low dollar value procurements and it is their responsibility to ensure that this Policy is adhered to.
- 9.5 All information on low dollar value procurements must be documented and maintained on file.
- 9.6 Low dollar value procurements do not require an RFQ, RFP or RFT. Obtaining competitive quotes is considered a good business practice and should be obtained. An authorized Purchase Requisition submitted to Procurement and Supply is the preferred method.

10. Informal Request For Quotation (IRFQ) (From \$15,000 to \$50,000) – as per Schedule “A”

- 10.1 Procurements of \$15,000 but not exceeding \$50,000 are eligible to be completed through an Informal Quotation process. The Deputy City Manager or any employee exercising delegated authority is authorized to award the contract.
- 10.2 All Informal Quotations shall utilize standard applicable Service Area contracts and/or corporate contracts and shall otherwise be in accordance with the Procurement of Goods and Services Policy.
- 10.3 For procurements where there are no applicable Service Area contracts or corporate contracts, informal quotations shall be obtained by the client Service Area in the following manner:
 - a. Three (3) written (use of the electronic bidding system is encouraged) bids obtained from three (3) separate potential suppliers;
 - b. A ‘No Bid’ response shall not be considered as a valid bid;
 - c. All suppliers shall receive the same informal quotation written information;
 - d. The informal quotation shall be awarded to the lowest compliant bid; and
 - e. Documentation on all bids, including but not limited to, bidder information, bid document, bid responses and decisionmaking rationale shall be retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- 10.4 Staff is encouraged to seek three (3) bids to ensure a more competitive process. If staff has exhausted all efforts to obtain three (3) bids and can support this with documented evidence under Section 10.3 e., a minimum of two (2) written bids is acceptable.
- 10.5 Procurement and Supply shall assist as requested by the client Service Area, or when deemed necessary, with the Informal Quotation process. To request Procurement and Supply to assist, the Deputy City Manager, or delegate, shall provide a completed and signed Procurement Initiation Approval Form.

Procurement and Supply may also conduct reviews to ensure the requirements of this section and all other applicable sections of this Policy have been met.

- 10.6 When a client Service Area requires an RFP in lieu of an Informal Quotation, the RFP shall be issued by Procurement and Supply using the RFP process detailed in Section 12 and subject to the approval authority in Section 8.5.b.
- 10.7 Since the informal quotation process does not necessarily go through Procurement and Supply, the City's standard insurance form must be completed and forwarded by the client Service Area to Insurance and Risk Management for review and input into the Insurance Program. WSIB Certificates of Clearance must be submitted to Accounts Payable at the commencement of the project and periodically as the work is completed and before final payment is released.
- 10.8 An authorized Purchase Requisition is to be sent to Procurement and Supply and include copies of the bids received. A Purchase Order, Contract Record or Agreement will be issued to formalize the contract with selected supplier.

11. Request For Quotation (RFQ) (\$50,000 to \$100,000) – As Per Schedule “A”

- 11.1 RFQ procedures shall be used where:
 - a. The item is greater than \$50,000 but not exceeding \$100,000;
 - b. The requirement can be fully defined; and
 - c. Best value for the City will be achieved by an award selection made on the basis of the total lifecycle cost that meets all terms, conditions and specifications.
- 11.2 The Deputy City Manager or any employee exercising delegated authority approval and the Senior Manager, Procurement and Supply must jointly approve this award.
- 11.3 The Deputy City Manager or any employee exercising delegated authority approval shall provide to Procurement and Supply a completed and signed Procurement Initiation Approval Form containing the relevant description, budget authorization, and approval authority for the purchase of goods, services consulting or construction.
- 11.4 The client Service Area shall be responsible to review the competitive bid and verify that all terms, conditions and specifications of the bid are met.
- 11.5 Procurement and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend the award of contract to the lowest compliant bid subject to review by the Deputy City Manager (or delegate) regarding specifications and contractor performance.
- 11.6 When a client Service Area requires the issuance of an RFP in lieu of a RFQ, the RFP shall be issued by Procurement and Supply as described in Section 12 of this Policy and subject to the approval authority in Section 8.5.b.

11.7 The City reserves the right in its absolute sole discretion to accept or reject any submission.

12. Request for Proposal (RFP) – As Per Schedule “A”

12.1 The RFP procedure shall be used where:

- a. The requirement is best described in a general performance specification;
- b. Innovative solutions are sought; and
- c. To achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.

12.2 Awards under the RFP process require the following approval:

- a. The Deputy City Manager or any employee exercising delegated authority approval and the Senior Manager, Procurement and Supply must jointly approve an RFP award for purchases up to \$100,000;
- b. Committee and City Council must approve an RFP award for purchases greater than \$100,000;
- c. Committee and City Council must approve an RFP award with an irregular result greater than \$15,000.

12.3 The RFP process is a competitive method of procurement that may or may not include supplier pre-qualification.

12.4 An RFI, REOI or RFPQ may be issued in advance of an RFP to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified suppliers.

12.5 An RFI, REOI and RFPQ shall follow the same award approvals as an RFP, if applicable.

12.6 Procurement and Supply shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation method for use in an RFP. This may include but not be limited to factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, pricing, life cycle costing, standardization of product, and aspects that would support environmental procurement. Also see sections 1.5 and 1.6.

12.7 Deputy City Managers or any employee exercising delegated authority approval shall identify appropriate evaluation criteria from the list maintained by Procurement and Supply for use in an RFP but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes but is not limited to quality and cost.

12.8 The Deputy City Manager or any employee exercising delegated authority approval shall provide Procurement and Supply with a completed and signed

Procurement Initiation Approval Form containing the relevant description, budget authorization, and approval authority for the purchase of goods, services, consulting or construction.

- 12.9 A representative from Procurement and Supply will be the lead in the RFP process. An evaluation committee will be formed with a minimum of three evaluators and be comprised of at least one representative from the client Service Area and one representative from Procurement and Supply. The evaluators shall review all compliant proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents, are kept in the procurement file. The Procurement and Supply representative may or may not participate in the scoring of the proposals.
- 12.10 During the proposal process all communication with proponents shall be through Procurement and Supply.
- 12.11 Procurement and Supply shall forward to the Deputy City Manager (or delegate) an evaluation summary of the procurement, as well as the evaluation committee's recommendation for award of contract to the proponent meeting all mandatory requirements and providing best value as stipulated in the RFP. The representative from Procurement and Supply is responsible for documenting the determination of best value. The criteria and analysis to determine best value will be included (if applicable) in the report to Committee and City Council.
- 12.12 With respect to all reports initiated for RFP, a report on the sources of financing, and other financial commentary as considered appropriate, shall be prepared.
- 12.13 Reporting will not include financial summaries of bids as this information will remain confidential. Any disclosure of information shall be made by the appropriate officer in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- 12.14 Unsuccessful proponents may, upon their request, attend a debriefing session with a Procurement and Supply representative to review their competitive bid. Any discussions relating to any submissions other than that of the proponent present will be strictly prohibited. This debriefing session is intended to provide general feedback regarding the proponent's rating on various criteria in order to allow the proponent to understand where future improvements might be available. Debriefings will not occur until after Council award of the project in question.
- 12.15 The City reserves the right in its absolute sole discretion to accept or reject any submission.

13. Request for Tender (RFT) (Greater than \$100,000) – As Per Schedule “A”

- 13.1 RFT procedures shall be used where:
- a. The total cost is expected to be greater than \$100,000;
 - b. The requirement can be fully defined; and
 - c. Best value for the City can be achieved by an award selection made on the basis of the lowest bid that meets all terms, conditions and specifications.
- 13.2 Awards under the RFT process require the following approval:
- a. Committee and City Council must approve award of tenders greater than \$6,000,000;
 - b. Committee and City Council must approve award of contracts when a tender result is irregular as per Section 8.10 of this Policy; and
 - c. Results from \$100,000 to \$6,000,000 that do NOT have an Irregular Result may be awarded administratively by the Deputy City Manager, or delegate.
- 13.3 The Deputy City Manager or any employee exercising delegated authority shall provide to Procurement and Supply a completed and signed Procurement Initiation Approval Form containing the relevant description, budget authorization, and approval authority for the purchase of goods, services, consulting or construction.
- 13.4 The Senior Manager, Procurement and Supply shall be responsible for arranging for the public disclosure of bid submissions at the time and date specified by the bid call.
- 13.5 Procurement and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend award of the contract to the lowest compliant bidder.
- 13.6 With respect to all reports initiated for tenders, there shall be a recommendation report to Committee and City Council containing the sources of financing, and other financial commentary as considered appropriate.
- The City reserves the right in its absolute sole discretion to accept or reject any submission.
- 13.7 An RFI, REOI or RFPQ may be issued in advance of an RFT to assist in the development of a more definitive set of terms and conditions and scope of work.
- 13.8 An RFI, REOI and RFPQ shall follow the same award approvals as an RFP, if applicable.

14. Non-Competitive Purchases (Emergency, Sole Source, Single Source)

14.1 The requirement for a competitive bid process for the selection of a supplier for goods, services and construction (except for Emergencies – see 14.2) may be waived under authority of the City Manager and replaced with direct negotiations by the Deputy City Manager (or delegate) and Senior Manager, Procurement and Supply (or delegate) under the following circumstances.

- a. The procurement qualifies as ‘Sole Source’ as defined in Section 14.3;
- b. The procurement qualifies as a ‘Single Source’ as defined in Section 14.4.

14.2 Procurement in Emergencies

For the purposes of this section, “Emergency” means an event or occurrence that the City Manager or Deputy City Manager deem as an immediate threat to:

- Public health;
- The maintenance of essential City services; or
- The welfare and protection of persons, property, or the environment; and the event or occurrence necessitates the immediate need for goods or services to mitigate the emergency and time does not permit for a competitive procurement process.

In the event of an Emergency the City Manager or Deputy City Manager and their respective delegates, Fire Chief or a Deputy Fire Chief, or Chief Building Official or Deputy Chief Building Official, are authorized to enter into a purchase agreement without the requirement for a formal competitive process.

A list of pre-qualified suppliers will be used to select the suppliers, whenever possible.

Where the procurement cost to mitigate the Emergency is anticipated to exceed \$50,000, there must be a notification sent (e-mail contact is acceptable) to the Senior Manager, Procurement and Supply (or delegate). The steps taken to mitigate the Emergency must always be clearly documented regardless of amount and where the aggregate costs for a single supplier are in excess of \$50,000, the emergency procurement shall be reported by the responsible Deputy City Manager to Committee and City Council (including the source of financing) at the next scheduled meeting following the event. The Deputy City Manager responsible for the area leading the emergency procurement must forward the appropriate purchase requisition(s) to the Senior Manager, Procurement and Supply within five (5) business days after the mitigation activities associated with the emergency event have been terminated.

14.3 Sole Source

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

- a. Statutory or market-based monopoly;
- b. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material; or
- c. The complete item, service, or system is unique to one supplier and no alternative or substitute exists.

14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- a. An attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify any compliant suppliers;
- b. The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive bids;
- c. Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement;
- d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e., contract renewal);
- e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;
- f. The goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
- g. It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body or a Group Procurement Organization (GPO);
- h. It is advantageous to the City to acquire the goods or services directly from another public body or public service body;
- i. Another organization is funding or substantially funding the acquisition and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;

- j. The acquisition is for a particular brand of goods or services that are intended solely for resale to the public and no other brand is desirable, and the brand is not available from any other source; or
- k. Where due to abnormal market conditions, the goods, services or construction required are in short supply.

14.5 Sole Source and Single Source – Approval and Reporting

- a. Awards which qualify to be considered as a Single Source or Sole Source process require the following approval, as per 8.5 b iv:
 - i. the Deputy City Manager, or delegate, and Senior Manager, Procurement and Supply, must jointly approve an award not exceeding \$50,000;
 - ii. Committee and City Council must approve an award greater than \$50,000, unless otherwise permitted by this Policy.
- b. For awards under Section 14.5.a.ii, the Deputy City Manager (or delegate), is responsible for submitting a report to Committee and City Council detailing the rationale supporting their decision and the Senior Manager, Procurement and Supply Services shall be made aware.

15. Appointment of Professional Consulting Services

15.1 General

- a. Senior management staff will be involved in the selection process for Professional Consulting Services. Specifically, Division Managers and/or Senior Managers are to be involved with all projects, and Deputy City Managers and the City Manager should be involved, as appropriate, with high-profile projects of increasing complexity or expense.
- b. Under no circumstances shall an extension, renewal or expansion of a consulting engagement preclude the required approvals. This includes splitting the project or scope of work into multiple phases or sections. City Council has sole authority to approve and award contracts greater than \$100,000.
- c. If a consulting engagement that has been awarded administratively exceeds the approval threshold of \$100,000, the Deputy City Manager shall immediately prepare a report to City Council providing a status update and requesting approval to proceed (if applicable).
- d. The Deputy City Manager shall be responsible for ensuring that any substantive clause changes to the standard consulting services agreement are reviewed by the City Solicitor (or delegate) and the agreement is executed by the Mayor and Clerk.
- e. The Deputy City Manager shall be responsible for obtaining and submitting the appropriate insurance and WSIB documents to Risk Management.

- f. The Deputy City Manager shall be responsible for ensuring that all proposal responses and decision-making rationale are retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- g. The Deputy City Managers shall provide the Senior Manager, Procurement and Supply, on an annual basis, no later than March 1, administrative awards made in their area to any Professional Consulting Service firms (Sections 15.2 and 15.3) with an aggregate total greater than \$100,000. The Senior Manager, Procurement and Supply shall coordinate data collection and prepare an annual Appointment of Professional Consulting Services report for submission to City Council, no later than April 30.

15.2 Consulting Engineers, Architects, Landscape Architects and Environmental Consultants

The selection of Professional Consulting Services will follow the requirements of Section 15.1; and

- a. The City's appointment of Consulting Engineers, Architects, Landscape Architects and Environmental Consultants Policy is adapted from the National Best Practice for Consultant Selection as described in more detail in the current council adopted City of London Grouped Consultant Selection Process.
- b. A list of pre-approved firms (Consulting Engineers, Architects, Landscape Architects and Environmental Consultants) that provide professional consulting services shall be established by the Deputy City Manager for their respective areas. This candidate firm list shall be supplied to the Senior Manager, Procurement and Supply on a bi-annual basis, no later than March 1st and September 1st.
- c. Assignments for projects which have estimated fees of less than \$100,000 shall be awarded by the Deputy City Manager or delegate, as per 8.5 c, to listed candidate firms based on an evaluation of the firm's competency, expertise, costs, past performance on City projects, available capacity, and the size of their operation and the particulars of the work to be done.
- d. Assignments for projects which are more complex in nature but which are within the capability of firms included on the above-mentioned pre-approved list and have estimated fees between \$100,000 and the CFTA threshold for goods and services limit as amended, shall be assigned on the basis of a proposal submitted by a minimum of three (3) qualified firms from the list stating their approach to the proposed project and their experience and knowledge of projects of a similar nature. Grouped Consultant Selection process may be undertaken for more than one project if the projects are similar in nature, the consultants possess the skills necessary to undertake this type of work and efficiencies are realized by the City. The process for undertaking grouped consultant selections is further described in the latest

version of the council adopted City of London Grouped Consultant Selection Process.

- e. Assignments for complex projects, or projects with estimated consulting fees greater than the CFTA threshold for goods and services limit as amended, shall be awarded based on a two (2) stage process with the first stage being an open, publicly advertised expression of interest/pre-qualification stage (REOI/RFPQ), and the second being a RFP of the short-listed firms, of which there shall be a minimum of three (3) qualified firms stating their approach to the proposed project and their experience and knowledge of projects similar in nature.
- f. The assignments outlined in parts d) and e) above and their related budget shall be subject to the approval of City Council. Prior to award by City Council, City staff will negotiate with the recommended consultant to establish estimated personnel costs and other charges required for these assignments. It is anticipated that an upset fee will be established for the first phase of the project as directed by the Deputy City Manager. City Council approval will be for the entire project noting that the consultant shall obtain the approval of the appropriate Deputy City Manager to proceed with subsequent phases to upset limits as appropriate to the work within the limit of the budget.
- g. A consulting firm which has satisfactorily partially completed a project may be recommended for award of the balance of a project without competition subject to satisfying all financial, reporting and other conditions contained within this Policy. This should be to the financial advantage of the City due to the fact that such a consultant has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

15.3 Other Professional Consulting Services

The selection of Professional Consulting Services which are not included under Section 15.2 will follow the requirements of Section 15.1; and

- a. Projects which have estimated fees of less than \$100,000 may be awarded by the Deputy City Manager in consultation with the Senior Manager, Procurement and Supply under the following circumstances:
 - i. the project requires special knowledge, skills, expertise or experience; or
 - ii. another organization is funding or substantially funding the project and has already selected a preferred firm and/or strict timelines have been placed on the funding; or
 - iii. the confidential nature of the project is such that it would not be in the public interest to solicit competitive bids; or

- iv. the preferred firm has already been selected through a formal procurement process by another public body to provide same or similar services; or
 - v. the project requirement meets the definition of Sole Source, Section 14.3.
- b. The Deputy City Manager is responsible for detailing the rationale supporting their decision to award the recommended firm.
- c. Under this section, all professional consultant proposals must include, at minimum:
- i. Schedule of fees;
 - ii. Methodology and timeline to complete project;
 - iii. Demonstrated experience and qualifications required to perform project; and
 - iv. List of personnel who will be directly involved in the completion of the project.
- d. All requirements for Other Professional Consulting Services (section 15.3) not meeting the selection requirements of section 15.3 a. shall follow the RFP process outlined in section 12.0.

16. Blanket Purchase Contracts

- 16.1 A Request for a Blanket Purchase Contract may be used where:
- a. One (1) or more clients repetitively order the same goods or services and the actual demand is not known in advance; and
 - b. A need is anticipated for a range of goods and/or services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 16.2 Procurement and Supply shall establish and maintain Blanket Purchase Contracts that define source and price with selected suppliers for all frequently used goods or services.
- 16.3 To establish prices and select sources, Procurement and Supply shall employ the provisions contained in this Policy for the acquisition of goods and/or services and construction labour and materials.
- 16.4 More than one (1) supplier may be selected for the supply of goods or services where it is in the best interests of the City.
- 16.5 Where procurement action is initiated by a Service Area for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Purchase Contract.

- 16.6 In a Request for Blanket Purchase Contract, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

17. Requirement for Approved Funds

- 17.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budget.
- 17.2 Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
- a. The identification and availability of sufficient funds in appropriate accounts for the current year within City Council approved budget;
 - b. The requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; and
 - c. The contract containing a provision that the supply of goods or services in subsequent years is subject to the approval by Committee and City Council of the Service Area estimates to meet the proposed expenditures.
- 17.3 Construction Tender Call Before and After Approvals
- a. Following the adoption of the capital budget by City Council, the Senior Manager, Procurement and Supply is authorized to call tenders for municipal construction projects and the acquisition of equipment.
 - b. Notwithstanding Section 17.3.a., the Senior Manager, Procurement and Supply is authorized to obtain sealed bids for material construction projects and equipment, prior to the adoption of the capital budget by City Council, provided that the documents include a clause specifically stating that the acceptance of a bid and placing of the order is subject to budget approval by Committee and City Council and the items specified are subject to change in quantity and/or deletion.

18. Purchasing Cards

18.1 General

- a. Service Area approved employees will be issued Purchasing Cards to use for low-dollar purchases of goods and/or services in support of sound business practices. Purchasing Card provision is based on the need to purchase goods and services for the City and the card may be revoked based on change of assignment or location. The provision of a Purchasing Card is not an entitlement nor reflective of title or position. Cardholders should be mindful

that the Purchasing Card is a credit card and the transactions charged to it are ultimately paid for with public funds.

- b. Benefits of the Corporate Purchasing Card program accrue at the Corporate Finance level by reducing the number of invoices and cheques processed at the supplier level by reducing their invoicing to the City, and the turnaround time for payment.
- c. No employee shall use a Purchasing Card to purchase goods and/or services unless appointed and authorized by the employee's Deputy City Manager (or delegate). Any use of a Purchasing Card shall be in accordance with the Procurement of Goods and Services Policy and all other applicable City by-laws and policies. The requirements for low dollar purchases are specifically covered under Section 9 of the Procurement of Goods and Services Policy. Deputy City Managers are ultimately responsible for ensuring that purchases within their Service Area are made in accordance with the applicable by-laws and policies.
- d. A Purchasing Card will be issued once the employee has read, signed and submitted the Cardholder Responsibility-Acknowledgement Form to the Program Administrator, which sets out in writing the employee's responsibilities and restrictions regarding the use of the Purchasing Card.
- e. All Purchasing Cards issued will have a predetermined single transaction limit, a monthly credit limit and blocked commodities as determined and authorized by the applicable Deputy City Manager (or delegate) and the City Treasurer. All Purchasing Cards will be blocked from obtaining cash advances. (Cash advances may be permitted in the event of an emergency as deemed necessary and pre-approved by the Cardholder's Deputy City Manager).
- f. The dollar limit for individual purchases and monthly spending limit for each employee will be determined by the Deputy City Manager (or delegate) of their Service Area based on their expected level of procurement and type of procurement. Cardholder limits for single or monthly transactions exceeding the low dollar procurement threshold set out in section 9 of this policy must be approved in writing by the Senior Manager, Procurement and Supply and fall within a predetermined limit structure.
- g. Suppliers will not be rejected for refusing to accept the Purchasing Card.
- h. The City assumes liability for all authorized charges on the Purchasing Cards, not the individual cardholder.

18.2 Program Administration, Audit and Monthly Reconciliation

- a. Oversight and administration of the Purchasing Card program is the responsibility of Financial Services and a Program Administrator has been identified in this area. The Program Administrator will maintain a master list of

all Purchasing Cards and their limits. In addition, the Program Administrator will establish reporting mechanisms for monthly reconciliation of accounts.

- b. All transactions are subject to review by internal and/or external audit groups. Quarterly reviews to ensure compliance with the Procurement of Goods and Services Policy will be performed by the Senior Manager, Procurement and Supply. Periodic reviews to ensure compliance with other approved Council by-laws and policies will be performed by Financial Services. All serious compliance issues will be reported to the City Treasurer and Internal Auditor. Less significant compliance issues will be directed to the cardholder's supervisor/manager. A record of all compliance issues will be maintained by the Program Administrator.
- c. All requests for Purchasing Cards, maintenance forms and other documents are to be submitted to the Program Administrator for review and processing. Cardholder or cardholder representatives are not permitted to submit forms directly to the bank. All original cardholder agreements and other cardholder maintenance forms are to be maintained by the Program Administrator.
- d. Payment will automatically be withdrawn from the General Operating Bank Account following the monthly statement date. If individual cards have not been reconciled and approved for payment by the deadline each month, expenditures will be charged directly to the default cost center attached to the card. The Cardholder, with the assistance of Service Area representatives; are responsible to ensure that the statement is submitted and the expenditures are allocated to the correct general ledger accounts.
- e. Reconciled and authorized monthly statements are to be submitted to Corporate Finance no later than the last working day of the month. Each transaction must include an explanation or purpose of the expenditure. Prior to approval, the Cardholder is responsible for detecting and addressing merchant errors or fraudulent activity appearing on the monthly statement.
- f. Cardholders shall provide original detailed and itemized receipts for each transaction with the monthly cardholder statement. If circumstances arise where a detailed receipt cannot be obtained, a Declaration Form may be submitted in place of a detailed receipt. Declaration Form limits and procedures shall be determined by the City Treasurer (or delegate).

18.3 Responsibilities and Restrictions

- a. The Purchasing Card shall not be used:
 - i. for any purchase of goods and/or services that are prohibited under the Procurement of Goods and Services Policy or any other City by-law or policy;
 - ii. for personal use other than incidental personal use as part of a business expense, which must be reimbursed at the time of the monthly reconciliation;

- iii. when the total purchase price exceeds the single purchase limit on the card;
 - iv. when an exclusive contract with another supplier is in effect for the goods and/or service (unless pre-authorized in writing by the Senior Manager, Procurement and Supply);
 - v. for items which are stocked at Supply Services except under extenuating circumstances;
 - vi. for any computer software, hardware and/or telecommunications equipment such as telephones, cellular phones, tablets and mobile radios except by designated staff in the Information Technology Services Division as authorized by the Director, Information Technology Services (or delegate); and
 - vii. for the purchase of services involving contractors.
- b. The following items require pre-authorized written approval by the cardholder's Deputy City Manager:
- i. The purchase of prepaid gift cards, prepaid gift certificates, prepaid grocery cards, or any other prepaid merchant cards; or
 - ii. The purchase of alcohol while on City business, team building, employee appreciation, or otherwise. Note: alcohol purchased for resale to the public at City facilities (e.g., Golf Courses) is exempted from this specific restriction.

A copy of the written approval must be included with the monthly statement when submitted to Financial Services.

- c. Individual transactions are not to be subject to splitting or stringing, which is the practice of committing multiple purchasing card transactions to circumvent delegated authority levels and thus bypassing the City's competitive bidding process, nor are Purchasing Cards to be used on a repetitive basis to circumvent prescribed approval authority limits. With the appropriate approvals, cardholder limits may be increased either temporarily or permanently based on need by contacting the Program Administrator or submitting an authorized Cardholder Maintenance Form.
- d. All refunds and credits must be applied to the original Purchasing Card. Where supplier return policies allow, cardholders are not to return products for refunds in the form of cash, gift cards or other prepaid cards.
- e. Permanent full-time employment status is required to obtain a Purchasing Card. Students, contractors, consultants or seasonal employees will not be granted a card except under special circumstances and approved in writing by the City Manager.

- f. The Purchasing Card is user-specific and therefore no employee shall attempt to purchase an item using a card issued to another employee. Delegation of authority is not permitted in making transactions.
- g. The cardholder's supervisor/manager is responsible for notifying the Program Administrator immediately upon any change in the cardholder's employment status. This includes, but is not limited to termination, layoff, leave of absence and long-term disability. If applicable, the plastic card should also be returned to the Program Administrator.
- h. Employees will adhere to the Corporation's Code of Conduct, An example of prohibited behaviour includes using one's position with the Corporation to secure advantage, benefit, favour, additional compensation and/or service for including but not limited to, oneself, relatives, friends or associates. This includes the selection of a supplier based upon 'air miles' or 'reward points' that reward customers for purchases.
- i. When a Purchasing Card is used to procure goods and/or services (including meals or items that would be considered personal in nature) and two (2) or more City employees are present, the most senior person in organizational authority must pay for the expenditure and prepare the respective monthly cardholder statement. If this is not feasible, the cardholder statement listing the expenditure shall be approved by the manager or Expense Review Officer, as outlined in the Corporate Travel and Business Expense Policy of the most senior person in authority present.

18.4 Purchasing Card Security and PIN

Cardholders must protect and maintain security on the Purchasing Card by:

- a. safeguarding the Purchasing Card and PIN;
- b. not sharing the Purchasing Card with another individual;
- c. not leaving the Purchasing Card information with merchants unless authorized by the Senior Manager, Procurement and Supply; and
- d. not referencing Purchasing Card account numbers and expiry dates in emails.

18.5 Misuse and/or Failure to Meet Cardholder's Responsibilities

Misuse of the Purchasing Card and/or failure to meet any of the Cardholder's responsibilities may result in cancellation of the employee's authority to use a Purchasing Card and/or further disciplinary action up to and including termination of employment.

19. Bid Administration

19.1 Submission of Bids

The City uses an electronic bidding system. The bidding rules are contained within the system.

19.2 Bid Irregularities

Where a bid is received that includes irregularities, the City will follow the protocol as appropriate for the particular irregularity. The protocol for bid irregularities and their associated responses are detailed in Schedule "C". Mandatory Requirements MUST be met or there will be an Automatic rejection.

19.3 No Acceptable Bids or Equal Bids

- a. Where bids are received that exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised competitive bid shall be issued in an effort to obtain an acceptable bid unless Section 19.3.b applies.
- b. The Deputy City Manager and the Senior Manager, Procurement and Supply jointly may waive the need for a revised competitive bid and enter into negotiations with the lowest responsive bidder, emanating from a competitive bid, under the following circumstances:
 - i. the total cost of the lowest responsive bid is in excess of the funds appropriated by City Council for the project; and
 - ii. the Deputy City Manager and the Senior Manager, Procurement and Supply agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid.
- c. The method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices in consultation with the Senior Manager, Procurement and Supply.
- d. In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the appropriation made by City Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Documents Committee and in consultation with the Senior Manager, Procurement and Supply.
- e. The City reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.
- f. In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, Procurement and Supply will offer an opportunity for bidders to re- bid. Should a tie persist, the following factors will be considered:

- i. payment discount;
- ii. when delivery is an important factor, the bidder offering the best delivery date is given preference;
- iii. a bidder in a position to offer better after sales service, with a good record in this regard shall be given preference;
- iv. a bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the City; and
- v. if the considerations above do not break the tie, equal bidders shall draw straws in no preferential order held by the Senior Manager, Procurement and Supply (or delegate) and witnessed by a member of the Procurement and Supply Team. The bidder who draws the longest straw will be the winner, and thus breaking the tie.

19.4 Only One Bid Received

- a. In the event only one bid is received in response to a competitive bid, the Senior Manager, Procurement and Supply may return the unopened bid to the bidder when, in the opinion of the Deputy City Manager (or delegate) and the Senior Manager, Procurement and Supply (or delegate), using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the Senior Manager, Procurement and Supply shall inform the bidder that the City may be re-issuing the competitive bid at a later date.
- b. In the event that only one bid is received in response to a request for competitive bid, the bid may be opened and evaluated in accordance with the City's usual procedures when, in the opinion of the Deputy City Manager (or delegate) and the Senior Manager, Procurement and Supply (or delegate), the bid should be considered by the City. If, after evaluation by the Deputy City Manager (or delegate) and the Senior Manager, Procurement and Supply (or delegate), the bid is acceptable, an award will follow the irregular result process described in Section 8.10. If the bid is found not to be acceptable the procedures set out in Section 19.3.a. may be followed, with necessary modifications.
- c. In the event that the bid received is found acceptable, it will be awarded as an Irregular Result under Schedule "A" of this Policy.

19.5 Exclusion of Bidders Due to Poor Performance

- a. The City Treasurer may, in consultation with the City Solicitor, prohibit unsatisfactory suppliers and contractors from bidding on any future competitive bids for a time period appropriate with the results of the performance evaluation process as outlined in Section 20.5.

- b. Suppliers may also be prohibited from bidding on any future contract if they maintain offices, Managing Directors, or employees who are also officers, Managing Directors or employers of suppliers who have already been prohibited from bidding based on the results of the performance evaluation process as outlined in Section 20.5 of this Policy.

19.6 Exclusion of Bidders in Litigation and disputes or appeals of contract awards

- a. The City may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or Managing Director of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. any other contract or services; or
 - ii. any matter arising from the City's exercise of its powers, duties, or functions; or
 - iii. a dispute and/or an appeal of contract awards as per section 2.9.
- b. In determining whether or not to reject a bid under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

20. Contract Administration

20.1 Contractual Agreement

- a. The award of a contract may be made by way of an Agreement, Contract Record or Purchase Order.
- b. A Purchase Order or Contract Record is to be used when the resulting contract is straightforward and will contain the City's standard terms and conditions.
- c. Agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the City's standard terms and conditions.
- d. It shall be the responsibility of the Deputy City Manager (or delegate) with the Senior Manager, Procurement and Supply and/or the City Solicitor to determine if it is in the best interest of the City to establish an agreement with the supplier.
- e. Where it is determined that Section 20.1.d is to apply, the agreement shall be reviewed for execution by the City Solicitor.

- f. Where an agreement is required, as a result of the award of a contract by delegated authority, the Mayor and City Clerk shall execute the agreement in the name of the City.
- g. Where an agreement is issued, Procurement and Supply may issue a Purchase Order or Contract Record incorporating the formal agreement.
- h. Where an agreement is not required, Procurement and Supply shall issue an authorized Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

20.2 Exercise of Contract Renewal Options

- a. Where a contract contains an option for renewal, the Deputy City Manager, or delegate, may authorize Procurement and Supply to exercise such option, as per 8.5 b, provided that all of the following apply:
 - i. the supplier's performance in supplying the goods and/or services or construction is considered to have met the requirements of the contract;
 - ii. any price increases are consistent with the prevailing market conditions for the goods or services being purchased;
 - iii. the facts justifying the decision to award this supplier previously are still relevant at the time of contract renewal;
 - iv. funds are available or will be available in appropriate accounts within City Council approved budget, including authorized revisions, to meet the proposed expenditure;
 - v. The report to Committee and City Council, if applicable, clearly identified the options to extend;
 - vi. the Deputy City Manager, or delegate, and the Senior Manager, Procurement and Supply, or delegate, agree that the exercise of the option is in the best interest of the City; and
 - vii. compliance with Sections i. through v. is documented, authorized by the Deputy City Manager, and forwarded to Procurement and Supply.
- b. Approval for contract renewals shall be governed by Section 8.5 and Schedule "A".

20.3 Contract Amendments

- a. No amendment to a contract shall be made unless the amendment is in the best interest of the City.
- b. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.

- c. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budgets including authorized amendments.
- d. Deputy City Managers or delegates may authorize amendments, as per 8.5 c, when:
 - i. the total amended value of the contract (original contract plus amendment) is within the approval limit as noted in Schedule "A"; or
 - ii. the contract amendment will not exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.
- e. City Council must authorize contract amendments, as per 8.5 a, when:
 - i. the total amended value of the contract will be greater than the administrative (Deputy City Manager) approval threshold; or
 - ii. the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.

20.4 Execution and Custody of Documents

- a. The Mayor and City Clerk are authorized as per By-law A-1 or resolution by Council to execute formal agreements in the name of the City for which the award was made by delegated authority.
- b. Procurement and Supply shall have the authority to execute Purchase Orders and/or Contract Records issued in accordance with this Policy.
- c. Procurement and Supply shall be responsible for the safeguarding of all original procurement and contract documents/records for the contracting of goods, services or construction for which the award is made by delegated authority.
- d. Deputy City Managers are responsible for executing and retaining all documents in accordance with Section 10.3.e of this Policy.

20.5 Performance Evaluation

- a. At the outset of a project, the client Service Area manager shall institute a performance evaluation process in contracts where the Manager and/or Procurement and Supply determine that a performance evaluation would be appropriate.
- b. The performance evaluation shall rate the performance of the supplier, contractor or consultant on standard criteria adopted from time to time (i.e. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the introductory letter and performance evaluations

shall be provided to the supplier, contractor or consultant in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the supplier, Procurement and Supply and a copy to the Service Area project file. Performance issues must also be noted in any project meeting minutes.

- c. On completion of the project, the client Service Area manager will meet with Procurement and Supply to review the evaluation. All supporting documents pertaining to any substandard performance and comments must be attached to the evaluation document. Procurement and Supply will forward a copy of the completed evaluation to the supplier, contractor or consultant for their records. The supplier, contractor or consultant may request a meeting with the client Service Area manager and a representative from Procurement and Supply to discuss the evaluation and shall have twenty (20) calendar days following delivery of the evaluation to request an appeal. This appeal shall be forwarded to Procurement and Supply.
- d. The appeal shall be conducted by a dispute committee which will hear from both City staff or its consultants and the supplier at a time and place appointed in writing by the Committee. The decision of the Dispute Committee shall be in writing and it shall be final.
- e. The performance evaluation shall determine whether a supplier, contractor or consultant will:
 - i. be allowed to renew a contract with the City;
 - ii. be placed on a probationary list for a minimum of two (2) years during which time they shall be permitted to bid or propose work for the City with the understanding that the work will be closely monitored; or
 - iii. be prohibited from bidding on any contracts with the City during a three (3) year period, followed by a one (1) year probationary period after reinstatement as provided for in Section 19.5.
- f. In reaching a decision, the Dispute Committee shall rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same supplier.
- g. No tender, proposal or quotation will be accepted from any supplier during the term of the suspension.

21. General

21.1 Cooperative Procurement

- a. The City may participate with other government agencies or public authorities in cooperative Procurement where it is in the best interests of the City to do so.

- b. The decision to participate in cooperative Procurement agreements will be made by the Senior Manager, Procurement and Supply.
- c. The individual policies of the government agencies or public authorities participating in the cooperative competitive bid are to be the accepted by-law for that particular competitive bid.

21.2 Direct Solicitation

- a. Unsolicited proposals received by the City shall be referred to the Senior Manager, Procurement and Supply, or delegate, for review.
- b. Any procurement activity resulting from the receipt of an unsolicited proposal shall comply with the provisions of this Policy.
- c. A contract resulting from an unsolicited proposal shall be awarded on a non-competitive basis only when the procurement complies with the requirements of a non-competitive procurement, as detailed in Section 14, or is exempt from the Policy as per Schedule B.

21.3 Resolution of Questions

Any question involving the meaning or application of this Policy is to be submitted to the City Treasurer who will resolve the question.

21.4 Access to Information

- a. The disclosure of information received relevant to the issue of competitive bids or the award of contracts emanating from competitive bids shall be made by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- b. All records and information pertaining to competitive bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:
 - i. significantly prejudice the competitive position or significantly interfere with the contractual or other negotiations of a person, corporation or other entity that responds, or intends to respond to a request for bids;
 - ii. result in similar information no longer being supplied to the City where it is in the public interest that similar information continues to be so supplied;
 - iii. result in undue loss or gain to any person, group, committee or financial institution or agency; or
 - iv. result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the City.

21.5 Local or Geographical Preference

The City shall not give any local or geographical preference during the competitive bid process. The City may mandate certain bona fide on-site response time requirements for specific situations.

21.6 Terms and Conditions

All standard City Terms and Conditions for all procurement activities will govern unless there is written approval for the proposed changes from the Client Deputy City Manager and the City Solicitor.

21.7 Receipt of Goods

- a. Deputy City Managers or any employee exercising delegated authority approval shall:
 - i. arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract; and
 - ii. inform Procurement and Supply of discrepancies immediately.
- b. Procurement and Supply shall coordinate an appropriate course of action with the Deputy City Manager for any non-performance or discrepancies.

21.8 Application of Trade Agreements

This Policy is subject to applicable Trade Agreements, including the Canadian Free Trade Agreement (CFTA) and the Comprehensive Economic and Trade Agreement (CETA)

SCHEDULE “A” – Levels of Contract Approval Authority

Sales taxes, excise taxes, goods and service taxes and duties shall be excluded in determining the price of a contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit. In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract. Emergencies as defined in Section 14.2 are exempt from this Approval Authority.

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Under \$15,000	Purchasing Card or Purchase Order	Deputy City Manager or any employee exercising delegated authority approval	9
\$15,000 up to \$50,000	IRFQ (Informal Request for Quotation) – three written quotes. Note: A copy of the quotes must be provided to Procurement and Supply for their records.	Deputy City Manager or any employee exercising delegated authority approval	10
Greater than \$50,000 to \$100,000	RFQ	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate	11
Up to \$100,000	RFP – note that Irregular Results greater than \$15,000 require Committee and City Council Approval.	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate	12

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Greater than \$100,000 to \$6,000,000	RFT without an Irregular Result	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate	13
Greater than \$6,000,000	RFT	Committee and City Council	13
Greater than \$100,000	All RFP and RFQ/RFT with an Irregular Result	Committee and City Council	11,12,13 & 8.10
Up to \$50,000	Single Source or Sole Source	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate – requires documented rationale	14.3, 14.4 & 14.5
Greater than \$50,000	Single Source or Sole Source	Committee and City Council	14.3, 14.4 & 14.5
Less than \$6,000,000	Contract Renewals – previously approved by City Council	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate – requires documented rationale	20.2

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Greater than \$6,000,000	Contract Renewals – previously approved by City Council	Committee and City Council	20.2
Up to \$50,000 or 3% of the original Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Deputy City Manager or any employee exercising delegated authority approval OR Committee and City Council	20.3, 4.6
Exceeding \$50,000 or 3% of the original Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Committee and City Council	20.3, 4.6

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

Note: For all IRFQ, RFQ, RFP, RFT as outlined under policy sections 8.10, 10, 11, 12, and 13, the criteria and analysis to determine best value must be clearly documented if not the lowest bid.

SCHEDULE “A” – Levels of Contract Approval Authority [Continued]

For the Appointment of Professional Consulting Services:

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Less than \$100,000	Appointment from Pre- approved List	Deputy City Manager, or delegate	15.2(c)
\$100,000 to the CETA threshold for goods and services limit as amended.	Proposals invited from 3 Firms on Pre- approved List	City Council	15.2(d)
Greater than the CETA threshold for goods and services limit as amended.	Two stages: REOI/RFPQ and RFP	City Council	15.2(e)

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

SCHEDULE “B” – Goods and/or Services NOT Subject to this Policy. Qualification for exemption shall be determined by the City Treasurer (or delegate). As per Section 2.11.

1. Training and Education including:
 - i. Conferences, Seminars, Courses and Conventions;
 - ii. Magazines, Subscriptions, Periodicals;
 - iii. Memberships;
 - iv. Staff Development;
 - v. Staff Workshops; and
 - vi. Staff Relations
2. Refundable Employee Expenses in accordance with the Travel and Business Expense Policy.
3. Corporate General Expenses including:
 - i. Payroll and Payroll Deductions;
 - ii. Medicals;
 - iii. Insurance Premiums, Claim Settlements and Adjuster Services;
 - iv. Tax Remittances, GST/HST Cost Recovery Reviews and WSIB Remittances;
 - v. Charges to and from Other Government Agencies;
 - vi. Development Charges;
 - vii. Postage;
 - viii. Advertising as required by the Municipal Act;
 - ix. Retirement Recognition Awards;
 - x. Investment Management Services; and
 - xi. Employee Group Benefits, Compensation, Programs, Consulting and Reviews
4. Licenses, certificates and other approvals required.
5. Election materials - The City Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996, as amended. The City Clerk shall wherever possible be guided by the provisions of this Policy.
6. Ongoing maintenance and actions to maintain present functionality of existing computer hardware and software. All requests for purchases of computer

systems (new or additional hardware and software that will be connected to the corporate network) must be reviewed by Information Technology Services and expressly authorized, in writing, by the Director, Information Technology Services (or delegate)

7. Professional and skilled services provided to individuals as part of approved programs within Corporate or Community Services including but not limited to medical services, home care services, counseling services and childcare.
8. Professional and special services up to \$100,000, or defined more specifically in another City by-law or Council Policy, including, but not limited to:
 - i. Additional Non-recurring Accounting and Auditing Services;
 - ii. Public Debenture Sales;
 - iii. Realty Services for Lease, Acquisition, Demolition, Sale and Appraisal of Land and Property, including Appraisal and Consulting Services relating to matters of Expropriation;
 - iv. Performance / Artist's Fees;
 - v. Property Tax Bill Printing and Mailing Services; and
 - vi. Integrity Commissioner Services

Professional and special services exceeding \$100,000 must follow the approval process outlined in Schedule "A".

9. Utilities - Water and Waste Water, Electricity, Electrical Inspection Services, Phone and Natural Gas.
10. Construction work completed by Railways (CN and CP) and billed to the City.
11. Urgent Facilities and/or Infrastructure Maintenance/Repairs/Renovations as deemed appropriate by the City Treasurer and/or City Engineer with the concurrence of the City Manager.
12. Legal Services and Labour Relations Services as deemed appropriate by the City Solicitor and/or the Deputy City Manager, Enterprise Supports (or delegate) up to \$ 250,000.
13. Construction relocations as approved by the City Utilities Co-ordination Committee.
14. Services provided for City construction projects within a railway right-of-way as required by the rail authority having jurisdiction.
15. Revenue Generation Services provided to or by the City of London with the intent to generate revenue for the City.
16. Planning and Development or Re-development Projects to purchase, sell or repurpose property or other City assets.

17. Banking Services where covered by agreements and provided either directly by the City's contracted Banking Services provider or by one of the contracted Banking Services provider's strategic partners, affiliates or holdings as deemed appropriate by the City Treasurer and with the concurrence of the City Manager.
18. Acquisition, Lease or Sale/Disposal of Real Property are not subject to this Policy. Existing council policies; Real Property Acquisitions Policy, Lease Financing Policy, and Sale and Other Disposition of Land Policy are in place to guide these processes.
19. Grant Funding, given to or paid out by the City as per current Council approved Policies for Grants and/or agreements entered into by Council, which provides the criteria for how City of London Grant funding is provided. Grants not covered by these Policies or agreements must be approved by Council.

SCHEDULE “C” – Irregularities Contained in Bids

Irregularity	Response
1. Late bids.	Automatic rejection
2. Insufficient financial security (no bid deposit or insufficient bid deposit).	Automatic rejection
3. Failure to insert the name of the bonding company in the space provided for in the bid documents.	Automatic rejection
4. Failure to provide a letter of agreement to bond/ letter of guarantee where required.	Automatic rejection
5. Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	May be rejected as informal – Mandatory Requirements must be met or Automatic rejection
6. Documents, in which all addenda have not been acknowledged.	Automatic rejection
7. Failure to attend mandatory site visit.	Automatic rejection
8. Bids received on documents other than those provided by the City.	Automatic rejection
9. Failure to insert the bidder’s business name in one of the two spaces provided in the bid documents.	Automatic rejection
10. Conditions placed by the bidder on the total contract price.	Automatic rejection

Irregularity	Response
<p>11. Bids containing minor mathematical errors</p>	<p>a) In a Price per Item bid, if the total price submitted for an item does not agree with the unit price, or the total price is blank, the unit price shall govern, and the total price will be corrected to agree with the unit price multiplied by the quantity.</p> <p>b) If both the unit price and the total price are left blank, then both shall be considered as zero.</p> <p>c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.</p> <p>d) If the total price is left blank for a lump sum item, it shall be considered as zero.</p> <p>e) If the bid documents contain an error in addition and/or subtraction and/or transcription in the approved competitive bid documentation format requested (i.e., not the additional supporting documentation supplied), the error shall be corrected and the corrected total price shall supersede the erroneous total price submitted.</p> <p>f) Bid documents containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.</p>

SCHEDULE “D” - Statement of Ethics for Public Purchasers

The Ontario Public Buyers Association’s Code of Ethics is based upon the following tenets and all employees who are authorized to purchase goods and/or services on behalf of the City are to adhere to the following:

1. **Open and Honest Dealings with Everyone who is Involved in the Procurement Process.** This includes all businesses with which this City contracts or from which it purchases goods and/or services, as well as all members of our staff and of the public who utilize the services of the Procurement and Supply Team.
2. **Fair and Impartial Award Recommendations for All Contracts and Tenders.** This means that we do not extend preferential treatment to any supplier, including local companies. Not only is it against the law, but it is also not good business practice, since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.
3. **An Irreproachable Standard of Personal Integrity on the Part of All Those Delegated as Procurement Representatives for This City.** Absolutely no gifts or favours are accepted by the Procurement representatives of this City in return for business or the consideration of business. Also, the Procurement representatives of this City do not publicly endorse one company in order to give that company an advantage over others.
4. **Cooperation with Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar.** The City is a member of a cooperative Procurement group. Made up of several public agencies, this group pools its expertise and resources in order to practice good Value Analysis and to purchase goods and/or services in volume and save tax dollars.
5. **Continuous Development of Purchasing Skills and Knowledge.** All members of the Procurement and Supply Team take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.

SCHEDULE “E” – Materials Management Guidelines

1. Materials Management and Inventory Control

The Senior Manager, Procurement and Supply (or delegate) shall be solely responsible for the Supply Services of all inventory and warehouse operations at Greenway Pollution Control Plant, A.J. Tyler and Exeter Road Operations centers. A system of materials management and inventory control methods shall be used to maintain an adequate level of commodities to support and supply all Service Areas.

2. Inventory Control System

- a. A physical inventory of stock items shall be taken on a periodic basis.
- b. An adequate allowance for inventory obsolescence shall be maintained.

3. Control of Goods in Use

The Senior Manager, Procurement and Supply (or delegate) may periodically perform a physical count of all goods that are not in inventory but are used and stored by various Service Areas. The Deputy City Manager shall provide any necessary assistance required. As a result of such a review, goods may be placed into inventory, transferred, declared surplus or otherwise disposed.

4. No Separate Procurement of Commodities in Inventory

Commodities which are available from Supply Services inventory, and are suitable for the intended end use, shall not be requisitioned or purchased on a direct charge basis.

5. Disposal of Materials and Equipment Considered to be Obsolete and/or Surplus

- a. All Service Areas shall notify the Senior Manager, Procurement and Supply (or delegate) when items become obsolete or surplus to their requirements. Options to allow for trade-in allowance will be considered when purchasing new equipment, however any trade-in value or salvage value recoverable from a project cannot be used to offset, reduce or change the value of the procurement for purposes of determining the appropriate procurement process to be followed under the Procurement Policy.
- b. The Senior Manager, Procurement and Supply (or delegate) shall be responsible for ascertaining if the items can be of use to another civic Service Area rather than disposed of.
- c. Items that are not claimed for use by another Service Area may be disposed of by:
 - i. General advertising to secure sealed bids,
 - ii. public sale or auction,

- iii. direct negotiation where proceeds will not be less than net book value of asset, or
 - iv. other disposition options most suitable for the equipment or material involved in the opinion of the Senior Manager, Procurement and Supply (or delegate).
- d. Auctions are held as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- e. The revenue from the sale of obsolete material shall be credited to the appropriate account(s).

6. Periodic Bids for Auctioneer Services

The Senior Manager, Procurement and Supply (or delegate) is authorized to obtain sealed bids for auctioneer services on a periodic basis from qualified auctioneers.

7. Disposal of Materials and Equipment Considered to be Scrap

- a. Where scrap material is available for disposal, the relevant area Manager shall inform the Senior Manager, Procurement and Supply (or delegate) who shall be responsible for the disposal of all scrap material belonging to the City.
- b. The Senior Manager, Procurement and Supply (or delegate), after determining the value and possible alternate uses of the scrap material, may dispose of the material by:
 - i. general advertising to secure sealed bids;
 - ii. direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
 - iii. public sale or auction; or
 - iv. other disposition methods as deemed appropriate.
- c. The revenue from the sale of scrap material shall be credited to the appropriate account(s).

Bill No. 146
2023

By-law No. A.-_____

A by-law to approve an Agreement to appoint Principles Integrity as the Integrity Commissioner for The Corporation of the City of London and to approve an Agreement for a Municipal Integrity Commissioner between The Corporation of the City of London and Principles Integrity and to repeal By-law No. A.-8117-168, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”

WHEREAS section 10(2)(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws regarding the accountability and transparency of the municipality and its operations and of its local boards and their operations;

AND WHEREAS a Code of Conduct for Members of Council and a Code of Conduct for Local Boards were adopted by by-law;

AND WHEREAS an Integrity Commissioner Terms of Reference was adopted by by-law;

AND WHEREAS section 223.3 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, and the City of London Code of Conduct for Members of Council and Code of Conduct for Local Boards establish responsibilities, powers and duties of an Integrity Commissioner;

AND WHEREAS Council of The Corporation of the City of London deems it expedient to appoint an Integrity Commissioner in accordance with the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

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

1. That Principles Integrity be hereby appointed as the Integrity Commissioner for The Corporation of the City of London and deemed to be an officer for the purposes of the *Municipal Act, 2001* S.O. 2001, c.25, as amended.
2. The Agreement attached hereto as Schedule “A” of this by-law is hereby authorized and approved.
3. The Mayor and the Clerk be hereby authorized to execute the Agreement authorized and approved in clause 2 above.
4. By-law No. A.-8117-168, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”, passed by Municipal Council on May 25, 2021, is hereby repealed.
5. This by-law comes into force and effect on June 1, 2023.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – May 16, 2023
Second reading – May 16, 2023
Third reading – May 16, 2023

SCHEDULE "A"

Agreement for Municipal Integrity Commissioner

THIS AGREEMENT is made as of the 1st day of June, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City" or "City of London")

- and -

PRINCIPLES INTEGRITY, through its principals
Jeffrey A. Abrams and Janice Atwood-Petkovski

(hereinafter called the "Integrity Commissioner")

Professional Services Agreement

WHEREAS the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by Council in accordance with the legislation;

WHEREAS Council appointed Principles Integrity as Integrity Commissioner for the City of London to perform the duties and responsibilities of the office pursuant to the terms of the *Municipal Act, 2001* and the Agreement;

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1.0 Definitions

In this Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement between Principles Integrity and The Corporation of the City of London.

"Clerk" means the Clerk of the City of London, or their designate;

"Code of Conduct" means any code of conduct adopted from time to time in respect of the Members of Council or of a Local Board

"Council" means the Municipal Council of The Corporation of the City of London

"Local Board" means a local board as defined by section 223.1 of the *Municipal Act, 2001*

"Member" means, respectively, a Member of the Municipal Council of the Corporation of the City of London, or a Member of a Local Board of the City.

"*Municipal Act, 2001*" means the *Municipal Act, 2001*, S.O. 2001, c. 25 as may be amended

2.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

3.0 Duties

3.1 The City retains the Integrity Commissioner to carry out the functions and duties of the Integrity Commissioner in an independent manner, and the Integrity Commissioner agrees to perform the functions and duties set out in the following and in accordance with the following:

- (a) the Agreement;
- (b) the Integrity Commissioner Terms of Reference attached hereto as Schedule 1;
- (c) The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol attached hereto as Schedule 2;
- (d) The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol attached hereto as Schedule 3;
- (e) The Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards;
- (f) The City's Respectful Workplace Policy; and
- (g) The *Municipal Act, 2001*.

3.2 The Integrity Commissioner shall perform the following functions:

- (a) The application of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards.
- (b) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
- (c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
- (d) Requests from members of Council and of Local Boards for advice respecting their obligations under the code of conduct applicable to the member.
- (e) Requests from members of Council and of Local Boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
- (f) Requests from members of Council and of Local Boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
- (g) The provision of educational information to members of Council, members of Local Boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

3.3 The Integrity Commissioner shall perform the following duties with respect to Municipal Council:

- (a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;
- (b) provide, when appropriate, Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes, the Code of Conduct for Members of

Council and any other applicable procedures, rules and policies governing the ethical behaviour of Members of Council;

- (c) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- (d) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- (e) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- (f) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- (g) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

3.4 The Integrity Commissioner shall perform the following duties with respect to Local Boards:

- (a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- (b) provide, when appropriate, the Local Board with specific and general opinions and advice respecting compliance by Local Board Members in respect of the provisions of governing statutes, the Code of Conduct for Members of Local Boards and any other applicable procedure, rules and policies governing the ethical behaviour of Members of Local Boards.
- (c) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- (d) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- (e) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- (f) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- (g) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and

- (h) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.
- 3.5 The Integrity Commissioner shall perform the duties expeditiously in an independent and professional manner, in compliance with all applicable laws. For greater certainty, the Integrity Commissioner is entitled to establish such procedures, practices, protocols and policies to support the performance of the Integrity Commissioner's duties in a manner which best served the public interest, except where such policy or procedure conflicts with policies, procedures and protocols established by the City.
- 3.6 The Integrity Commissioner may be requested to provide advice confidentially to the Member making the request in respect of specific facts, and in a way in which the Member may rely upon the advice provided. In such circumstances and when the Integrity Commissioner is requested to do so, they may provide advice in a general way to all Members of Council or the Local Board respecting the interpretation of the relevant Code of Conduct.
- 3.7 The City shall provide public access to all Codes of Conduct through its website. The City shall also provide information about the Codes of Conduct, the role of the Integrity Commissioner and the complaint process on its website. As such, the Integrity Commissioner's duties do not include development of a website or similar public information, but any concern surrounding appropriate dissemination of information relevant to the duties of the Integrity Commissioner may be forwarded to the Clerk for consideration. Review of website content does not constitute part of the Integrity Commissioner's duties, unless specifically requested to do so by the City.
- 3.8 The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement, provided that prior to doing so the Integrity Commissioner is consulted. The Integrity Commissioner shall have the option of terminating this Agreement immediately if the scope of the duties is materially altered without the Integrity Commissioner's consent.
- 4.0 Fees
- 4.1 Commencing on July 4, 2023, the City shall pay the Integrity Commissioner an annual retainer of \$1,200.00 respecting its services as Integrity Commissioner
- 4.2 The City shall pay the Integrity Commissioner a block fee of \$1,750.00 per day for attendance, including preparation, at any meeting of Council or a local board for the purpose of conducting training or education. It is anticipated that the Integrity Commissioner will be called upon to provide at least one educational session per term of Council.
- 4.3 For the performance of the remaining duties under this Agreement (including those related to the duties of Lobbyist Registrar), the City shall pay the Integrity Commissioner an hourly rate of \$275.00, to be billed monthly.
- 4.4 As travel to City offices will be required from time to time, the Integrity Commissioner will consider auto and rail transportation services, subject to what is most feasible in terms of timing. The City shall reimburse the Integrity Commissioner for auto travel at the following rate: \$ 0.54 per km.

- 4.5 Where overnight accommodation is required, the reasonable cost of such accommodation. Other disbursements at cost (receipts required).
- 4.6 Should the Integrity Commissioner require a meeting space at the City, the Clerk will make arrangements to provide such space in a City facility on an as needed and as available basis. All such requests will be arranged by the Clerk. In arranging for such space, the City will be mindful of the importance of confidentiality. The Integrity Commissioner may request space in another City facility where the space offered could, in the opinion of the Integrity Commissioner give rise to confidentiality concerns and the City will make all reasonable efforts to accommodate such requests in a timely fashion.
- 4.7 Any reports prepared by the Integrity Commissioner shall be provided to the Clerk who will be responsible for placing the report on an upcoming Council agenda and otherwise distributing the Integrity Commissioner's report at the expense of the City.
- 4.8 The Integrity Commissioner shall submit monthly invoices for services performed. Confidentiality shall be preserved, to the extent required, with respect to the items listed on an invoice for payment.
- 4.9 Payments to the Integrity Commissioner will be by cheque, Electronic Funds Transfer or such other method as the Parties may agree to from time to time.
- 4.10 The Integrity Commissioner shall not seek reimbursement from the City for any costs incurred by them which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the Clerk. Notwithstanding the foregoing, pre-approval will not be sought if to do so would breach the Integrity Commissioner's statutory independence and confidentiality obligations in the course of an investigation.
- 4.11 The City shall pay the amount of any invoice issued in accordance with this Agreement within 30 days of the date of receipt.
- 5.0 Confidentiality
- 5.1 During the term of this Agreement, pursuant to Subsection 223.4 of the *Municipal Act, 2001* the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality that the Integrity Commissioner believes to be necessary for an inquiry. Unless to do so will in the opinion of the Integrity Commissioner undermine the integrity of an investigation, a request for access to solicitor client privileged information by the Integrity Commissioner shall be directed to the City Solicitor and the procedure for access to solicitor client privileged information will be agreed upon between the City Solicitor and the Integrity Commissioner. The Integrity Commissioner's access to any privileged information shall not constitute a waiver of privilege.
- 5.2 The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with the provisions of Subsection 223.5 of the *Municipal Act, 2001*.
- 5.3 Pursuant to Subsection 223.5(3) of the *Municipal Act, 2001*, 5.2 prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.4 Where the Integrity Commissioner reports to the Council or Local Board that in their opinion a Member has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.

5.5 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act, including the *Criminal Code of Canada*, the Integrity Commissioner will refer that portion of the matter to the appropriate authorities and suspend an inquiry of that portion of the matter until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.

5.6 Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

6.0 Indemnity and Insurance

6.1 The City shall indemnify and save harmless the Integrity Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority. If the City is required to indemnify the Integrity Commissioner in accordance with article 6.1 of the Agreement, the Integrity Commissioner may require that the City retain or directly pay the costs for legal counsel for the Integrity Commissioner.

6.2 The Integrity Commissioner shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,

Professional Liability (Errors and Omissions) in an amount of not less than five million dollars (\$5,000,000.00).

The Commercial General Liability policy shall include the City of London as an additional insured in respect of all operations performed by or on behalf of the Integrity Commissioner in relation to the Agreement requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Integrity Commissioner shall provide an updated Certificate of Insurance on the City's standard form, or on a form acceptable to the City of London, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Integrity Commissioner shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the City.

7.0 Term and Termination.

7.1 This agreement shall be effective on June 1, 2023 and shall expire on May 31, 2027, unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the City and the Integrity Commissioner in writing. Upon expiry of any extended term of this Agreement the Agreement shall continue on a month-to-month basis for a period of up to twelve months without any action needing to be taken by either Party.

7.2 The City may with 30 days' notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties thereunder or any portion thereof at any stage of the retainer. Upon receipt of such written notice, the Integrity Commissioner shall perform no further duties other than those

reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

- 7.3 The Integrity Commissioner may at any time by 30 days' notice in writing to the City, terminate this agreement and the duties there under. Upon giving such written notice, the Integrity Commissioner shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.
- 7.4 This Agreement may be extended or renewed at the City's absolute sole discretion.
- 7.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the City's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the City. In the event of the City not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement, the Integrity Commissioner shall make arrangements with the Clerk to transfer the material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.
- 8.0 Reviewing Records
- 8.1 The Integrity Commissioner shall retain records and documentation relating to its duties for a period of seven years following the earlier of the finalization of a matter or termination of this agreement.
- 8.2 The Integrity Commissioner shall cooperate to the extent possible in response to a request from the City Solicitor or the City Clerk for an explanation of an invoice submitted by the Integrity Commissioner, taking into account the City's due diligence responsibilities, the independence inherent in the role of Integrity Commissioner, and the statutory obligation to preserve secrecy with respect to all matters that come to the Integrity Commissioner's knowledge in the course of its duties.
- 9.0 Integrity Commissioner's Representation & Warranties
- 9.1 The Integrity Commissioner represents and warrants to and in favour of the City and acknowledges that the City is relying thereon as follows:
- 9.2 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
- 9.3 The Integrity Commissioner's execution, delivery and performance of this Agreement shall not constitute:
 - (a) a violation of any judgment, order or decree;
 - (b) a material default under any material contract by which it or any of its material assets are bound; or
 - (c) an event that would with notice or lapse of time, constitute such a default.
- 9.4 The obligations and services of the Integrity Commissioner hereunder will be performed in a professional manner consistent with the highest industry standards reasonably applicable to the performance of such obligations.
- 9.5 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the

generality of the foregoing, the principals of the Integrity Commissioner specifically acknowledge that they:

- (a) are not employees of the City;
- (b) do not have a financial interest in any matters involving the City;
- (c) do not have an interest in matters before City Council or in any work undertaken by the City;
- (d) do not have any involvement in the municipal politics of the City of London.

9.6 The Integrity Commissioner will be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.

10.0 Conflicts

10.1 Subject to 8.2 the Integrity Commissioner may delegate certain duties, including the exercise of powers under the *Municipal Conflict of Interest Act* or the *Public Inquiries Act*, and the duty to report on an inquiry, in circumstances where both principals of the Integrity Commissioner become aware of a private interest in a matter that conflicts or could reasonably be perceived to conflict with the proper administration of the Integrity Commissioner's role. The Integrity Commissioner recognizes and agrees that it has been selected by the City to perform its duties based on the unique qualifications of its principals, and so any delegate will have qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner. For greater certainty, the Integrity Commissioner will not assign or subcontract all or any portion of this Agreement without the prior written consent of the City.

10.2 Upon receipt of a notice in writing from the Integrity Commissioner pursuant to section 8.1, the Clerk may request the Integrity Commissioner to remove itself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the Clerk as soon as possible. In that case, the Clerk may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the Clerk deems appropriate.

11.0 General

11.1 The Integrity Commissioner is appointed with reference to Subsection 223.3 of the *Municipal Act, 2001* and as such is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the City of London's Integrity Commissioner however the Integrity Commissioner is an independent entity and shall not be considered at any time to be an agent or employee of the City.

11.2 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:

- (a) if delivered personally, on the date of such delivery;
- (b) if by ordinary mail, on the second business day following the date of mailing;
- (c) if by registered mail, on the day the postal receipt is acknowledged by the other party;
- (d) if by email, on the day it is acknowledged by reply e-mail.

11.3 Any notices intended for the City shall be delivered and addressed to:

Michael Schulthess, City Clerk
City Clerk's Office
City of London
300 Dufferin Ave, P.O. Box 5035, London, ON N6A 4L9
Telephone: (519) 661-2489) x 5396
Email: mschulth@london.ca

11.4 Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

Principles Integrity
30 Haddon Street, Toronto, ON M5M 3M9
Attention: Jeffrey A. Abrams and Janice Atwood-Petkovski
Telephone: 647-259-8697
Email: postoffice@principlesintegrity.org

11.5 The address of either party may be changed by notice in the manner set out in this section.

11.6 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.

11.7 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.

11.8 If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.

11.10 Articles 4 and 5 shall survive upon termination of this Agreement.

11.11 Time shall be of the essence in all respects of this Agreement.

11.12 Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

11.13 Any dispute, difference or disagreement between the parties in relation to this agreement may, with the consent of Council and the Integrity Commissioner, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the duties or in the business or other affairs of either the City or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.

11.14 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

Schedule 1

The Corporation of the City of London Terms of Reference for the Integrity Commissioner

1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council and Local Boards.

4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The duties of the Integrity Commissioner with respect to Municipal Council are to:

- a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;

- b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

4.3 Local Boards

The duties of the Integrity Commissioner with respect to Local Boards are to:

- a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and

- g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.

**THE CORPORATION OF THE CITY OF LONDON CODE OF CONDUCT
FOR MEMBERS OF COUNCIL COMPLAINT PROTOCOL**

AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Council.

Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

This Complaint Protocol was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the “Code”) may wish to address the prohibited behaviour or activity themselves as follows:

- (1) advise the Member that the behaviour or activity contravenes the Code;
- (2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;
- (3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;
- (4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;
- (5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the member of your dissatisfaction with the response; and
- (6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

PART B: FORMAL COMPLAINT PROCEDURE:

1.1 Integrity Commissioner Requests for Inquiries - Section 1

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the "complaint") shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.
- (2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).
- (3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.
- (4) Municipal Council may also file a complaint and/or request an investigation of any of its members by public motion.

1.2 Initial Classification by Integrity Commissioner - Section 2

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).
- (2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:
 - (a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;
 - (b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;
 - (c) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;
 - (d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,
 - (e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.
- (3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.
- (4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

1.3 Integrity Commissioner Investigation - Sections 3 – 5

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.
- (2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.
4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.
- (2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the Public Inquiries Act, 2009 as contemplated by subsection 223.4(2) of the Act.
- (3) When the Public Inquiries Act, 2009 applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the Public Inquiries Act, 2009 the provision of the Public Inquiries Act, 2009 prevails.
5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the Public Inquiries Act, 2009:
 - (a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and
 - (b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.
- (2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act, 2001* and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.
- (3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.
- (4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.
- (5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001*, the Integrity Commissioner shall not commence another inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or

former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the investigation be commenced.

- (6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

1.4 Integrity Commissioner Investigation - Sections 6 – 9

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:
 - (i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;
 - (ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,
 - (iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001*, on a Member.
7. (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.
 - (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.
 - (3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.
 - (4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.
8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.
9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to Municipal Council or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

1.5 Municipal Council Review – Section 10

- 10.(1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.
 - (2) Municipal Council shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Municipal Council regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

- (3) In responding to the report, Municipal Council may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.
- (4) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:
 - (a) a reprimand; or
 - (b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.
- (5) The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:
 - (a) written or verbal public apology;
 - (b) return of property or reimbursement of its value or of monies spent;
 - (c) removal from membership of a committee; and,
 - (d) removal as a chair of a committee.
- (6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

1.6 Confidentiality – Section 11

- 11.(1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act, 2001* which are summarized in the following subsections.
 - (2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.
 - (3) All reports from the Integrity Commissioner to Council will be made available to the public.
 - (4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.
 - (5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.

Bill No. 147
2023

By-law No.

A by-law to approve the Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF) between His Majesty the King in right of Canada as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”) and the Corporation of the City of London (“Recipient”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements.

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

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

AND WHEREAS subsection 10(1) of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting, among other things: i) economic, social and environmental well-being of the municipality; and ii) financial management of the municipality;

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

1. The Contribution Agreement for Disaster Mitigation and Adaptation Fund (DMAF): Broughdale Dyke Reconstruction Project between His Majesty the King in Right of Canada as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”) and The Corporation of the City of London (“Recipient”) attached as Schedule “A” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure are hereby authorized to approve amending agreements to the Agreement provided it does not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and City Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Finance Supports, or their delegate, is hereby authorized to execute any financial reports required as a condition under the Agreement.

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

PASSED in Open Council on May 16, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

SCHEDULE A

**CANADA – CITY OF LONDON
DISASTER MITIGATION AND ADAPTATION FUND**

AGREEMENT FOR BROUGHDALE DYKE RECONSTRUCTION PROJECT

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 Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

AND

CORPORATION OF THE CITY OF LONDON, incorporated pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25 (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Government of Canada established the \$2 billion Disaster Mitigation and Adaptation Fund in Budget 2017;

WHEREAS the Government of Canada established a top up of \$1.375 billion for the Disaster Mitigation and Adaptation Fund in Budget 2021;

WHEREAS, the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Disaster Mitigation and Adaptation Fund (the “Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Broughdale Dyke Reconstruction Project (the “Project”) which qualifies for support under the Program;

AND WHEREAS the Recipient is responsible to carry out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this subsection.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2033.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending twenty (20) years after the Project’s Substantial Completion Date.

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Declaration of Substantial Completion**” means a declaration in the form substantially prescribed in Schedule D (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Fair Value” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Oversight Committee” means the committee established pursuant to Section 5 (Oversight Committee).

“Non-owned Asset” means an Asset to which the Recipient does not hold the title and ownership.

“Project” means the project as described in Schedule B (Project Details).

“Project Approval Date” means July 29, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Component” means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

“Program” means the Disaster Mitigation and Adaptation Fund Program.

“Substantial Completion Date” means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement, including the recitals, comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

- a) The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

- b) The parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than forty percent (40%) of the total Eligible Expenditures for the Project, but only up to a maximum of three million six hundred thirty-six thousand dollars (\$3,636,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada's satisfaction and submitted to Canada *within six months of the Effective Date* and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on community employment benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per paragraph 8.1 c) Reporting.
- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) During the Asset Disposal Period, the Recipient will ensure 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.
- h) 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.
- i) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.5 (Set-off by Canada).
- j) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.

- k) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement.

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 not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B2 (Project Components and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.6 CONDITIONS PRECEDENT

a) *Condition*

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. *The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.*

b) *Remedy*

In the event that the Recipient is unable to meet the condition set out in paragraph 3.6 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

4. THE RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) The Recipient has the capacity and authority to enter into and execute this Agreement “AS DULY AUTHORIZED BY BY-LAW XXXX¹, dated [DATE]”;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) 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.
- 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 will not make a payment or provide other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;

5. OVERSIGHT COMMITTEE

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor Project risks and mitigation measures;
- d) Monitor the progress of the Project as per described in Section 8 (Reporting);
- e) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section

6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) All applicable labour, environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make a payment until the conditions identified in subsection 3.6 (Conditions Precedent) have been met;
- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 8 (Reporting) and any audit requirements as required in Section 10 (Audit);
- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms in writing to Canada, and to Canada's satisfaction, the necessary rights or interests with respect to land required for the Project in respect of that Asset.
- e) Canada will not pay any claims until the requirements under Section 20 (Indigenous Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

7.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada. Each claim must include the following:
 - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. a breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow);
 - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsections 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

7.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents;

- b) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

7.4 PAYMENT DEADLINE

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than March 31st, 2033.

7.5 RETENTION OF CONTRIBUTION

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Section 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

7.6 FINAL ADJUSTMENTS

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

7.7 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

8. REPORTING

8.1 PROGRESS REPORT

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than once per year. The progress report will be attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each progress report must include, at a minimum, the following information:
 - i. Project Title
 - ii. A confirmation of Schedule B2 Project Components and Cashflow, or a request for updated Schedule B2 Project Components and Cashflow submitted pursuant to section 3.4 (Fiscal Year Budgeting).
 - iii. construction start and end dates (forecast/actual);
 - iv. Project progress for the period;
 - v. an update on Project issues/risks, if any, and mitigation measures;
 - vi. an update on Project alignment to meet results as described in Schedule B, subsection 1.2; and
 - vii. confirmation of the Project's installed signage, if applicable.
- c) Expected and actual results related to community employment benefits for the Project will be included in a progress report on an annual basis.

8.2 FINAL REPORT

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under paragraph 8.1. (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:
 - i. the Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
 - ii. total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
 - iii. an attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;

- iv. reporting on community employment benefits and demonstrating that all environmental conditions and indigenous consultation and accommodation requirements have been met;
- v. Reporting on the number of jobs created and trees planted.
- vi. confirmation of the Total Financial Assistance in accordance with paragraph 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

9. INFORMATION MANAGEMENT

The Recipient will use the Infrastructure Recipient Information System (IRIS), or a process designated by Canada, to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

10. AUDIT

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.2 (Accounting Principles).
- c) The Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect to the Project for at least six (6) years after the Agreement End Date.

11. EVALUATION

The Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12. ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.
- c) The Recipient acknowledges that the following may be made publicly available by Canada:
 - i. its name, the amount awarded by Canada, and the general nature of the Project; and
 - ii. any evaluation or audit report and other reviews related to this Agreement.

13.2 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available

in both official languages when intended for the information of, or use by the public.

- b) The Recipient will communicate in such a manner as to address the needs of both official language communities.

14. DISPUTE RESOLUTION

The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

- a) If a contentious issue arises, it will be referred to the Oversight Committee. The Oversight Committee will examine it and, in good faith, attempt to resolve it, within thirty (30) business days from the receipt of notice.
- b) Where the Oversight Committee cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) The Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) The Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

15.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) One or more of the Events of Default occurs.
- b) Canada gave notice to the Recipient of the event which in Canada's opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) Terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) Require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;

- d) Terminate this Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, “Person” includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) Any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) Any damage to, loss of, or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) Any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) Any damage to or loss or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i) where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; and
 - ii) for a Non-owned Asset, 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 the such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada’s discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

18.3 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse Canada forthwith on demand.

18.4 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.5 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.6 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.7 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient 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.

18.9 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.10 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.11 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "pdf" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.12 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.13 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B2 Project Components and Cashflow 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.

18.14 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.15 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by mail addressed to:

for Canada:

ASSISTANT DEPUTY MINISTER
COMMUNITIES AND INFRASTRUCTURE PROGRAMS BRANCH
INFRASTRUCTURE CANADA
1100 - 180 Kent Street
Ottawa, Ontario
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

DEPUTY CITY MANAGER, ENVIRONMENT AND INFRASTRUCTURE
CORPORATION OF THE CITY OF LONDON
300 Dufferin Avenue
London, ON
N6A 4L9

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; and in person, when delivered.

18.16 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.17 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of the Recipient.

18.18 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

18.19 INTELLECTUAL PROPERTY

- (a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- (b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

19. ENVIRONMENTAL AND IMPACT ASSESSMENT

19.1 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.

19.2 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.

20. INDIGENOUS CONSULTATIONS

20.1 INDIGENOUS CONSULTATION

- a) The Recipient agrees that:
 - a. it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i. explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii. 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.
 - b) accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
 - c) 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.

20.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada determines that further Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities and agrees that clause 20.1 will be applicable.

SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of 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

CORPORATION OF THE CITY OF LONDON

The Honourable Dominic LeBlanc
*Minister of Intergovernmental Affairs,
Infrastructure and Communities*

His Worship Josh Morgan
Mayor of the Corporation of the City of London

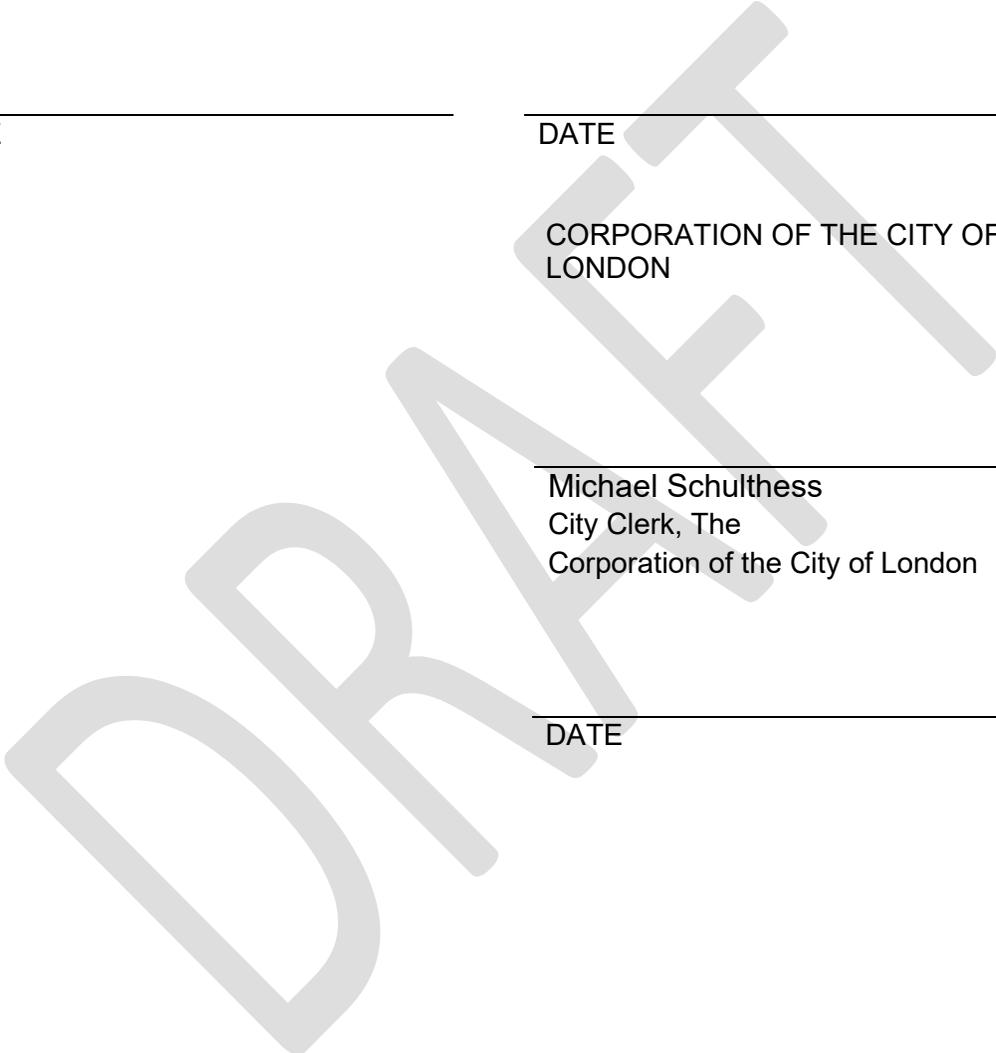
DATE

DATE

CORPORATION OF THE CITY OF LONDON

Michael Schulthess
City Clerk, The Corporation of the City of London

DATE



SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1. ELIGIBLE EXPENDITURES

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
 - i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
 - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 - 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - 3. The arrangement is approved in advance and in writing by Canada.
 - iii. Costs of Indigenous consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

A.2 INELIGIBLE EXPENDITURES

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date except for expenditures associated with greenhouse gas assessments as per paragraph A.1.a).
- b) Expenditures incurred for cancelled Projects.
- c) Expenditures of relocating entire communities.
- d) Costs for and associated with the acquisition of land;
- e) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs, unless in accordance with the requirements described in Schedule A.1.b)ii;
- f) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.b)ii;
- g) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys).
- h) Any goods and services costs which are received through donations or in-kind.
- i) Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates.
- j) Expenditures associated with operating expenses and regularly scheduled maintenance work.

- k) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project.
- l) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental Assessment and Indigenous consultation obligations have been met and continue to be met; and
- m) Expenditures related to all emergency services infrastructure.

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SCHEDULE B – PROJECT DETAILS

B1. Project Description:

In response to major floods in 1937, the City of London has developed a system of flood protection dykes along the Thames River. The dykes protect people and properties in areas that would otherwise be at significant risk of flooding. The Broughdale dyke is an integral part of this larger flood control network that includes other dykes, flood control dams, and a flood forecasting and warning system. In recent years slope stability concerns have been identified at the dyke and the dyke fails to provide the necessary flood protection (250 year event) mandated by the provincial government.

The Broughdale dyke, located on the south side of the Thames River between Richmond Street and Meadowdown Drive, is 710m long. Construction of the western section of the dyke, from Raymond Avenue to Meadowdown Drive, was completed after the 1937 flood with the eastern section, in Ross Park, completed in 1990. The Broughdale dyke hazard classification is Moderate/High based on potential impacts to life and property within the Broughdale area if the dyke were to fail. The minimum Design Flood for a Moderate/High classification is the Regulatory Flood (250 year event). The dyke currently provides protection up to the 100 year event, putting residents of 191 properties within the 250 year regulatory flood limit at risk of flooding.

In 2011, stability and condition assessments of the Broughdale dyke identified sections of the dyke to be in poor condition with severe stability issues which require, at a minimum, reconstruction of the unstable sections to ensure public safety. The 2013 London Earth Dykes Stability Review (AECOM) assessed the stability of the Thames River Dykes and developed Preliminary Dyke Standards in the absence of Provincial standards. The long-term management of the Broughdale dyke should take these standards into account while also considering climate change adaptation. The Broughdale Dyke Flood Characterization 2D Model Report was completed in 2016 and identified very high flood hazard for the people and structures within the Broughdale Area during the 250 year event due to fast flowing and deep water. These studies indicate a need to consider repairing and raising the Broughdale dyke to provide critical flood protection for the Broughdale community.

A Broughdale Dyke Municipal Class Environmental Assessment was completed in 2019 and recommended to raise and extend the dyke to the 250 year event plus 0.9m freeboard to account for climate change resiliency and relocate the dyke between Bernard Avenue and Meadowdown Drive towards the floodplain. The recommendation provides adequate level of protection for the people and properties within the Broughdale area.

B1.1 Project Objective:

The overall project objectives of the project are to rehabilitate the dyke by raising and extending it to withstand a 250-year event; and relocating it towards the floodplain for added protection. This would improve the resilience of the community by ensuring that residents, properties, transportation networks, critical infrastructure, and access to essential services are protected.

The existing Broughdale dyke is a 710m long stretch of earthen dyke and protects 191 properties including low density residential, high density residential, institutional (Kings College), recreational areas (parks and pathways) and an arterial roadway (Richmond Street). The Broughdale dyke hazard classification is moderate/high based on potential impacts to life and property within the Broughdale area if the dyke were to fail.

To achieve the recommendation of the EA, the project area is broken into four main areas, as shown on the map below in Section B1.3. The first two sections in Ross Park and Raymond Avenue required the dyke to be raised approximately 1.9m and have existing overgrown vegetation removed. The next section along Meadowdown Drive required the dyke height to be raised 1.5m, hazard trees and vegetation removed, and replacement of existing gabion baskets and railway ties. The final section requires the dyke to be extended along the Thames River towards Kings College and raised 2.0m in order to achieve the 250 year level of protection.

Raising and extending the Broughdale Dyke reduces natural heritage risks to the people within the Broughdale Area. Flood protection is increased for the many residents within the area and Ross park will be further protected from erosion due to high flood waters.

List of Assets:

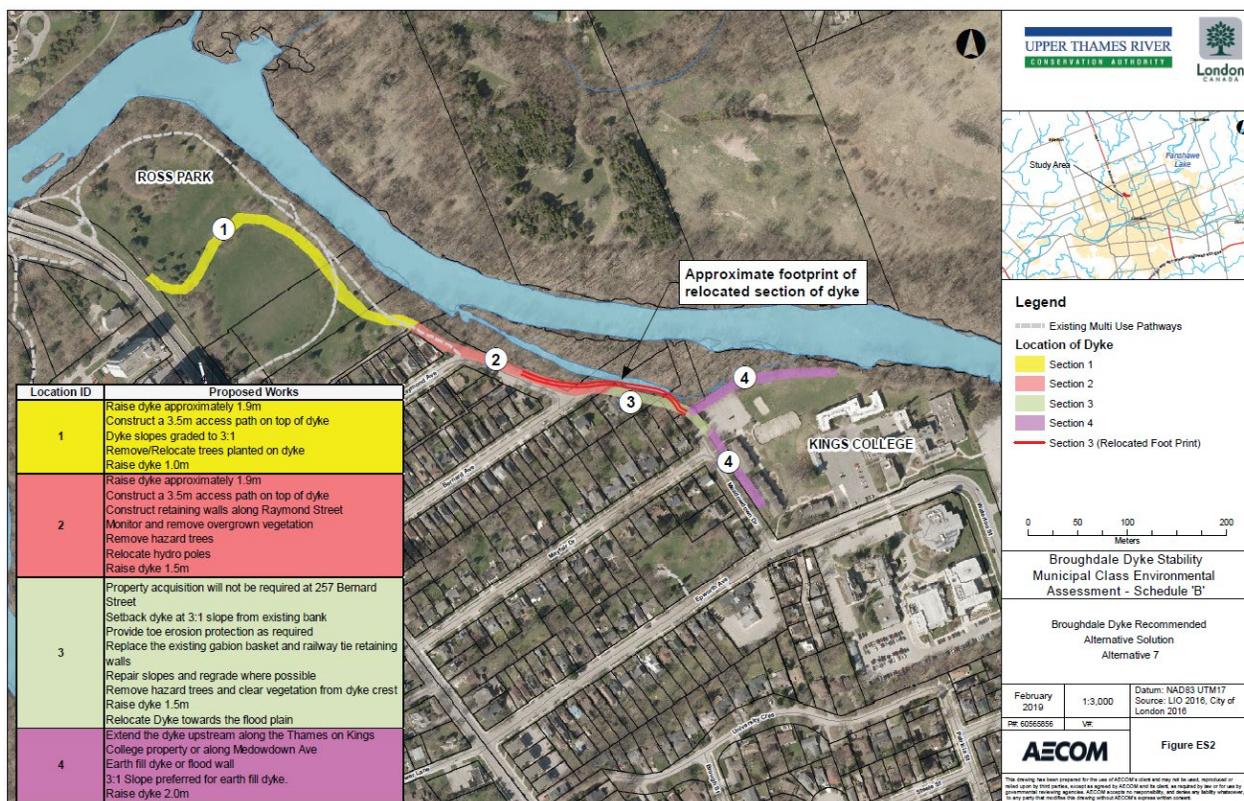
Assets	Asset Owner and/or Applicable Ultimate Recipient Agreement
A – Broughdale Dyke	City of London

B1.2 Expected Results at Project completion (by asset or asset system):

Expected Outputs and immediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	A. 1	A. 1	
	Expected lifecycle of newly built or improved infrastructure Assets (years)	A. 0 years	A. 75 years	
	Performance of newly built or improved infrastructure Assets (ex. m ³)	A. 100-year level of flood protection	A. ~250-year level of flood protection plus 0.9m freeboard	
Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	10%	~1%	
	Percentage of local economic losses per hazard	1%	~0%	
	Percentage of population without essential services during hazard	10%	~0%	
	Number of missing people/lives lost	0	0	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	0	\$30,011,250	
Minimum Federal Requirements	<p>All projects under the DMAF must meet the following federal requirements:</p> <ul style="list-style-type: none"> a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>. b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws. 			

B1.3 Boundaries:

		Project Component Mid-Points	
Project Component	Midpoint km	CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
A	0.380km	43°00'47.89"N	81°15'37.69"W



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B2. Project Components and Cashflow

Project Components	Estimated Expenditures			Forecast		
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year		
				2023/24	2024/25	2025/26
Project Cost	\$9,090,000	\$9,090,000	\$3,636,000	\$909,000	\$909,000	\$1,818,000
Total	\$9,090,000	\$9,090,000	\$3,636,000	\$909,000	\$909,000	\$1,818,000

B3. Total Financial Assistance :

Recipient: \$ 5,454,000
 Canada: \$ 3,636,000
 Other contributors: \$ 0



SCHEDULE C – COMMUNICATIONS PROTOCOL

C.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

C.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

C.3 GOVERNANCE

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

C.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications

products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

C.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and

language requirements are published on Infrastructure Canada's website (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).

- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to infc.photo.infccanada.ca along with the Project name and location.

C.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

C.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per subsection 8.1 b) (Progress Report).

C.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a

campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

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SCHEDULE D – 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 Infrastructure and Communities, and the Recipient, as represented by _____(Name), concerning the Broughdale Dyke Reconstruction Project.

I, _____(Name), of the City of London, Ontario, declare as follows:

1. I hold the position of _____with the City of London and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

2.
 - a) I have received the following documents for the Broughdale Dyke Reconstruction Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer) for the Project.
 - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]

 - b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that the Project:
 - i. has been substantially completed, as described in Schedule B.1 (Project Description) of the Agreement, dated on the _____ day of _____ 20__;
 - ii. was carried out between the dates _____ (start date) and _____ (Substantial Completion Date).

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the [applicable environmental review or assessment e.g., *Impact Assessment Act, 2019*, or *Northern Regime*]:
 - i. [LIST NAME OF RELEVANT DOCUMENT(S)] signed by _____ (Name), an _____ .
 - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]

4. All terms and conditions of the Agreement that are required to be met as of the

date of this declaration have been met.

Declared at _____ (City), in _____ (Province/Territory)
this _____ day of _____, 20_____.

(Signature)

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Bill No. 148
2023

By-law No. A.- ____ - ____

A by-law to approve the Long-Term Care Home Service Accountability Agreement with Ontario Health, and to authorize the Mayor and the City Clerk to execute the agreement.

WHEREAS subsection 5(3) of the *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 this or any other Act;

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to Ontario Health under the *Connecting Care Act, 2019*;

AND WHEREAS, Ontario Health is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to the *Connecting Care Act, 2019*, Ontario Health may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part IX of the *Fixing Long-Term Care Act, 2021*;

AND WHEREAS, pursuant to subsection 21(3) of the *Connecting Care Act, 2019*, the funding that Ontario Health provides under subsection 21(1) shall be on the terms and conditions that Ontario Health considers appropriate and in accordance with the funding that Ontario Health receives from the Minister of Health and Long-Term Care, Ontario Health's accountability agreement and any prescribed requirements;

AND WHEREAS section 22 of the *Connecting Care Act, 2019* provides that where Ontario Health proposes to provide funding to a health service provider, Ontario Health and the health service provider shall enter into a service accountability agreement;

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

1. The Long-Term Care Home Service Accountability Agreement for the period April 1, 2023 to March 31, 2024 to be entered into with Ontario Health with respect to the Dearness Home (attached as Schedule 1 to this By-law) is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – May 16, 2023
Second reading – May 16, 2023
Third reading – May 16, 2023

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2023 to March 31, 2024

SERVICE ACCOUNTABILITY AGREEMENT

with

The Corporation of the City of London

Effective Date: April 1, 2023

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Schedules

Schedule A: Description of Home and Services

Schedule B: Additional Terms and Conditions Applicable to the Funding Model

Schedule C: Reporting Requirements

Schedule D: Performance

Schedule E: Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, 2023.

B E T W E E N :

ONTARIO HEALTH (the “Funder”)

AND

The Corporation of the City of London (the “HSP”)

IN RESPECT OF:

Dearness Home for Senior Citizens located at

710 Southdale Road East, London, ON N6E 1R8

Background:

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the “CCA”).

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a “**Municipal HSP**”) under the Provincial Long-Term Care Home Service Accountability Agreement template (the “**LSAA**”), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings.

“**Accountability Agreements**” means each of the accountability agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between

Funder and the Ministry of Health, and between the Funder and the Ministry of Long Term Care.

“**Act**” means the Fixing *Long-Term Care Homes Act, 2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

“**Active Offer**” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual.

“**Agreement**” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

“**Annual Balanced Budget**” means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

“**Applicable Law**” means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement.

“**Applicable Policy**” means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

“**Approved Funding**” has the meaning ascribed to it in Schedule B.

“**Beds**” means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

“**Board**” means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*, and regulations made under it as it and they may be amended from time to time.

“**CCA**” means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time.

“**CEO**” means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

“**Compliance Declaration**” means a compliance declaration substantially in the form set out in Schedule E.

“**Confidential Information**” means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

“**Conflict of Interest**” in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (a) the HSP;
- (b) a member of the HSP’s Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP’s decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

“**Construction Funding Subsidy**” has the meaning ascribed to it in Schedule B.

“**Controlling Shareholder**” of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

“**Days**” means calendar days.

“**Design Manual**” means the Ministry design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

“**Designated**” means designated as a public service agency under the FLSA.

“Digital Health” refers to the use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

“Director” has the same meaning ascribed to it in the Act.

“Effective Date” means April 1, 2023.

“Enabling Legislation” means the CCA.

“Explanatory Indicator” means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP’s performance. No Performance Target is set for an Explanatory Indicator.

“Factors Beyond the HSP’s Control” include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP’s control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, (Ontario) and the regulations made under it, as it and they may be amended from time to time.

“FLSA” means the *French Language Services Act* and the regulations made under it, as it and they may be amended from time to time.

“Funder” means Ontario Health.

“Funding” means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

“Funding Year” means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

“Home” means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the

Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

“HSP’s Personnel and Volunteers” means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP’s Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

“Identified” means identified by the Funder or the Ministry to provide French language services.

“Indemnified Parties” means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and His Majesty the King in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review.

“Interest Income” means interest earned on the Funding.

“Licence” means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

“Mandate Letter” has the meaning ascribed to it in the Memorandum of Understanding between the Ministry of Health and the Funder, and includes a letter from the Minister of Long-Term Care to the Funder establishing priorities in accordance with the Premier’s mandate letter to the Minister.

“Minister” means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended.

“Ministry” means, as the context requires, the Minister or the Ministry of Health or the Minister of Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires.

“Monitoring Indicator” means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set.

“Notice” means any notice or other communication required to be provided pursuant to this Agreement, the Enabling Legislation or the Act.

“Ontario Health” means the corporation without share capital under the name Ontario Health as continued under the CCA.

“Performance Agreement” means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of

this Agreement.

“Performance Corridor” means the acceptable range of results around a Performance Target.

“Performance Factor” means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the Funder, whether by PICB or otherwise.

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the 2023-2024 LSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time.

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

“person or entity” includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted.

“PICB” means Performance Improvement and Compliance Branch of the Ministry, or any other branch or organizational unit of the Ministry that may succeed or replace it.

“Planning Submission” means the planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder.

“Policy Web Pages” means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the Funder or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html).

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program.

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under the Enabling Legislation, the Act or this Agreement.

“Resident” has the meaning ascribed to it under the Act.

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP’s financial statements.

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

- Schedule A:** Description of Home and Services;
- Schedule B:** Additional Terms and Conditions Applicable to the Funding Model;
- Schedule C:** Reporting Requirements;
- Schedule D:** Performance; and
- Schedule E:** Form of Compliance Declaration

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2024 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 - PROVISION OF SERVICES

- 3.1 Provision of Services.**
 - (a) The HSP will provide the Services in accordance with, and otherwise comply with:

- (1) the terms of this Agreement;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D.
 - (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the Funder and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.
 - (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Act and the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

3.4 Digital Health. The HSP shall make best efforts to:

- (a) align with, and participate in, the Funder's digital health planning, with the aim to improve data exchange and security, and use digital health to enable optimized patient experience, population health and wellbeing, and system sustainability;
- (b) assist the Funder to implement the provincial digital health plans by designing and modernizing digital health assets to optimize data sharing, exchange, privacy and security;

- (c) track the HSP's Digital Health performance against the Funder's plans and priorities;
- (d) engage with the Funder to maintain and enhance digital health assets to ensure service resilience, interoperability, security, and comply with any clinical, technical, and information management standards, including those related to data, architecture, technology, privacy and security, set for the HSP by the Funder and/or the Ministry; and
- (e) operate an information security program in alignment with reasonable guidance provided by Ontario Health.

3.5 Mandate Letter. The Funder will receive a Mandate Letter or Mandate Letters annually. Each Mandate Letter articulates areas of focus for the Funder, and the Minister's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

3.6.1 The Funder will provide the Ministry "Guide to Requirements and Obligations Relating to French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 If Not Identified or Designated. If the HSP has not been Designated or Identified, it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work toward applying the principles of Active Offer in the provision of services;
- (c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

3.6.3 If Identified. If the HSP is Identified, it will:

- (a) work toward applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;

- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and,
- (g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

3.6.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and,
- (e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the applicable Accountability Agreement, the Funder will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

- (a) The HSP will:
 - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (2) not use the Funding for compensation increases prohibited by Applicable Law;
 - (3) meet all obligations in the Schedules;
 - (4) fulfill all other obligations under this Agreement; and
 - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the Funder and is subject to a year-end reconciliation. The Funder may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the Funder:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 10.4;
- (d) will not be required to continue to provide funds,
 - (1) if the Minister or the Director so directs under the terms of the Act;
 - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
 - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the Funder's satisfaction; and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

4.6 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.7 Disposition. Subject to Applicable Law and Applicable Policy, the HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

- (a) The Funder may adjust the Funding in any of the following circumstances:

- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
 - (2) on a change to the Services;
 - (3) if required by either the Director or the Minister under the Act;
 - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
 - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the Funder shall take into account the following principles:
- (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
 - (2) the HSP should not gain from a breach of this Agreement;
 - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
 - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the Funder.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the “Ontario Minister of Finance” and mailed or delivered to the Funder at the address provided in section 12.1.

5.5 Interest Rate. The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The Funder will give at least 60 Days’ Notice to the HSP of the date by which a Planning Submission, approved by the HSP’s governing body, must be submitted to the Funder.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the Funder and may be required to incorporate
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

If the Funder has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the Funder is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:
 - (1) are targets only;
 - (2) are provided solely for the purposes of planning;
 - (3) are subject to confirmation; and
 - (4) may be changed at the discretion of the Funder.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

The Funder agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The Funder will give the HSP at least 6 months' Notice if the Funder does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans.
- (b) **Integration.** The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration, or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;
 - (3) to identify opportunities to integrate the services of the health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the Funder.

- (b) **Funder Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder’s review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the Funder, the HSP will follow the provisions of the Enabling Legislation. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which the Enabling Legislation may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the Funder at least 6 months’ prior Notice. Such Notice shall include:
 - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

- (c) The Funder may terminate the designation of the convalescent care Beds at any time by giving at least 6 months’ prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the Funder with:
 - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

- (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

ARTICLE 7.0 - PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement

- (2) plan that is acceptable to the Funder;
- (2) the conduct of a Review;
- (3) an amendment of the HSP's obligations; and
- (4) an in-year, or year end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

- (a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
- (b) the Funder will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement or the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
 - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
 - (3) will fulfil the specific reporting requirements set out in Schedule C;
 - (4) will ensure that every Report is complete, accurate, signed on behalf

- of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder; and
- (5) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation.

- (c) **RAI MDS.** Without limiting the foregoing, the HSP
 - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
 - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
 - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
 - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Quality Improvement Plan.** The HSP will submit a Quality Improvement Plan to Ontario Health that is aligned with this Agreement and supports health system priorities.
- (e) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.
- (f) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *FLSA*, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the provisions of the *FLSA*, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.
- (g) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended by the Funder from time to time through the term of this Agreement.
- (h) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above the HSP shall disclose any information requested by the Funder or its authorized representatives, and shall do so in a form requested by the Funder or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

- (a)

ARTICLE 9.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the Funder in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

9.2 Execution of Agreement. The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

9.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and the Enabling Legislation;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that it:
 - (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
 - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
 - (3) will enforce the HSP's rights under the Performance Agreement.

9.4 Funding, Services and Reporting. The HSP represents, warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report, and any material change to a Report will be communicated to the Funder immediately.

9.5 Supporting Documentation. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE 10.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 10.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 10.2 Same.** For greater certainty and without limiting section 10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 10.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.
- 10.4 Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, 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 in the business of the HSP would maintain including, but not limited to, the following at its own expense.
- (1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
- A. The Indemnified Parties as additional insureds,
B. Contractual Liability,

- C. Cross-Liability,
 - D. Products and Completed Operations Liability,
 - E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled “Proof of WSIA Coverage”,
 - F. Tenants Legal Liability (for premises/building leases only),
 - G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
 - H. A 30 Day written notice of cancellation, termination or material change.
- (2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* (“WSIA”) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
- (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
- (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 11.0 – TERMINATION

11.1 Termination by the Funder.

- (a) **Immediate Termination.** The Funder may terminate this Agreement immediately upon giving Notice to the HSP if:

- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
 - (2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
 - (4) the Home has been closed in accordance with the Act; or
 - (5) as provided for in section 4.5, the Funder does not receive the necessary funding from the Ministry.
- (b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the Funder will consult with the Director before determining whether this Agreement will be terminated. If the Funder terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the Funder would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.
- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the Funder may terminate this Agreement:
- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder; and
- the Funder may then terminate this Agreement in accordance with the Notice.

11.2 Termination of Services by the HSP.

- (a) Except as provided in section 11.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the Funder at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the Funder at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.

- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

11.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the Funder may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services; and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 11.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services.

11.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

11.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 12.0 - NOTICE

12.1 Notice. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the Funder:

Ontario Health West
356 Oxford St W, London, ON N6H 1T3

Attention: Chief Regional Officer

Email: OH-West-Reports@ontariohealth.ca

To the HSP:

Dearness Home for Senior Citizens
710 Southdale Road East,
London, ON N6E 1R8

Attention: Kevin Dickins, Deputy
City Manager

Email: kdickins@london.ca

12.2 Notices Effective From. A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A

Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 13.0 - INTERPRETATION

- 13.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 13.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the Funder. Where the Act requires compliance with this Agreement, the Funder will determine compliance and advise the Director.
- 13.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 13.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of the Enabling Legislation and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 14.0 - ADDITIONAL PROVISIONS

- 14.1 Currency.** All payment to be made by the Funder or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 14.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 Terms and Conditions on Any Consent.** Any consent or approval that the Funder may grant under this Agreement is subject to such terms and conditions as the Funder may reasonably require.
- 14.4 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.5 Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

- 14.6 Funder is an Agent of the Crown.** The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Act and the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 14.8 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of His Majesty the King in right of Ontario and as otherwise directed by the Ministry.
- 14.9 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 9.4, 19.5 and 11.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.13 Counterparts.** This 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.
- 14.14 Insignia and Logo.** Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For purposes of this section 14.14, the insignia or logo of the Funder includes the insignia and logo of His Majesty the King in right of Ontario.

ARTICLE 15.0 - ENTIRE AGREEMENT

15.1 Entire Agreement. This Agreement together with the appended Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The parties have executed this Agreement on the dates set out below.

ONTARIO HEALTH

By:

_____ Susan deRyk, Chief Regional Officer, Ontario Health Central & West Regions	_____ Date
---	---------------

And by:

_____ Mark Brintnell, Vice President, Performance, Accountability and Funding Allocation	_____ Date
---	---------------

The Corporation of the City of London

By:

_____ Josh Morgan, Mayor	_____ Date
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I have authority to bind the HSP

And by:

_____ Michael Schulthess, City Clerk	_____ Date
---	---------------

I have authority to bind the HSP

2023-24 Description of Home and Services

LTCH Name:

A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	The Corporation of the City of London			
Name of Home: (as referred to on your Long-Term Care Home Licence)	Dearness Home			
LTCH Master Number (e.g. NH9898)	NH11483			
Address	710 Southdale Road East			
City	London	Postal Code	N6E 1R8	
Accreditation organization	CARF			
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	December 7 th , 2022		Year(s) Awarded (e.g. 3 years)	3 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N	N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Serviced (i.e ethnic, linguistic or religious)	N

2023-24 Description of Home and Services

LTCH Name:

A.2 Licensed or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds <i>Note:</i> Each individual licence should be on a separate row. Please add additional rows as required.					Licence Expiry Date <small>(e.g. May 31, 2025)</small>	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)					243	Municipal Bed approval from June 1 st 2010	
TOTAL BEDS (1)	243						
Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization						Note: Each individual licence should be on a separate row. Please add additional rows as required.	
2. Licence Type	Total # of Beds	Licence Expiry Date <small>(e.g., May 31, 2025)</small>		Comments/Additional Information			
Temporary							
Temporary Emergency							
Short-Term Authorization							
TOTAL BEDS (2)	0						
TOTAL # OF ALL LICENSED BEDS (1) + (2)	243						

2023-24 Description of Home and Services

LTCH Name:

Usage Type	Total # of Beds	Expiry Date (e.g., May 31, 2025)	Comments/Additional Information
Long Stay Beds (not including beds below)	243		
Convalescent Care Beds			
Respite Beds			
ELDCAP Beds			
Interim Beds			
Veterans' Priority Access beds			
Beds in Abeyance (BIA)			
Designated Specialized Unit beds			
Other beds *			
Total # of all Bed Types (3)	243		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

** Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	243	x 1	243

2023-24 Description of Home and Services

LTCH Name:

Number of rooms with 2 beds		x 2	
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	243	Total Number of Beds*	243

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2004
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	1) 2) 3) 4)

Number of Units/Resident Home Areas and Beds

<i>Unit/Resident Home Area</i>	Number of Beds
9 Home Areas	27 beds each Home Area
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	243

Other Reporting

Accommodation Breakdown*			
Accommodation Type	Basic	Semi-Private	Private
	108		135
Total Beds	243		

*For accommodation definition see *Fixing Long-Term Care Act, 2021* (<https://www.ontario.ca/laws/regulation/220246#BK4>)

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. Ontario Health provides subsidy funding to long-term care home health service providers pursuant to a funding model set by MOH and MLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

“Allowable Subsidy” refers to Allowable Subsidy as defined in s. 1 of Reg. 200/21 under Connecting Care Act, 2019.

“Construction Funding Subsidy” or **“CFS”** means the funding that the MOH and MLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **“Development Agreement”**).

“CFS Commitments” means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the funder and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy (including, without limitation, any commitments set out in the HSP’s Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

“Envelope” is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the “Nursing and Personal Care” Envelope;
- (b) the “Program and Support Services” Envelope;
- (c) the “Raw Food” Envelope; and
- (d) the “Other Accommodation” Envelope.

“Estimated Provincial Subsidy” means the estimated provincial subsidy to be provided by Ontario Health to an HSP calculated in accordance with Applicable Law and Applicable Policy.

“Reconciliation Report” refers to the Reconciliation Report as referenced in s. 1 of Reg 200/21 under Connecting Care Act, 2019.

“Term” means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, Ontario Health shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by Ontario Health, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOH and MLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide Ontario Health with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOH and MLTC are responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by Ontario Health.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOH and

MLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by Ontario Health pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by Ontario Health under section 3.0 of this Schedule shall be reconciled by Ontario Health in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates¹
2023 – Jan 1, 2023 to Sept 30, 2023	By October 15, 2023
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates¹
2023 – Jan 1, 2023 to Dec 31, 2023	By September 30, 2024
3. French Language Services Report	
Fiscal Year	Due Dates
2023-24 – Apr 1, 2023 to March 31, 2024	April 29, 2024
4. OHRs/MIS Trial Balance Submission	
2023-2024	Due Dates (Must pass 3c Edits)
Q2 – Apr 1, 2023 to Sept 30, 2023 (Fiscal Year) Q2 – Jan 1, 2023 to June 20, 2023 (Calendar Year)	October 29, 2023
Q3 – Apr 1, 2023 to Dec 31, 2023 (Fiscal Year) Q3 – Jan 1, 2023 to Sept 30, 2023 (Calendar Year)	January 28, 2024 – Optional Submission
Q4 – Apr 1, 2023 to March 31, 2024 (Fiscal Year) Q4 – Jan 1, 2023 to Dec 31, 2023 (Calendar Year)	May 31, 2024
5. Compliance Declaration	
Funding Year	Due Dates
January 1, 2023 – December 31, 2023	March 1, 2024
6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	Estimated Final Due Dates¹
2023-2024 Q1	August 31, 2023
2023-2024 Q2	November 30, 2023
2023-2024 Q3	February 28, 2024
2023-2024 Q4	May 31, 2024
7. Long-Term Care Staffing Data Collection (“Staffing Survey”)	
Reporting Period	Estimated Due Dates¹
April 1, 2022 to June 30, 2022 – Q1	September 12, 2022
July 1, 2022 to September 30, 2022 – Q2	January 27, 2023
October 1, 2022 to December 31, 2022 – Q3	To be determined
January 1, 2023 to March 31, 2023 – Q4	To be determined
8. Quality Improvement Plan (submitted to Ontario Health)	
Planning Period	Due Dates
April 1, 2023 – March 31, 2024	April 1, 2023

¹ These are estimated dates provided by the MOH and MLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table: *n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year. *tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2023-2024	
		Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	n/a	n/a
	Total Margin (P)	n/a	n/a
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from Home and Community Care Support Services (HCCSS) Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

2.0 Local Obligations

This schedule sets out provincial goals identified by Ontario Health (OH) and the Local Obligations associated with each of the goals. The provincial goals apply to all HSPs and HSPs must select the most appropriate obligation(s) under each goal for implementation. HSPs must provide a report on the progress of their implementation(s) as per direction provided by OH regional teams.

Goal: Improve Access and Flow by Reducing Alternate Level of Care (ALC)

Local Obligations related to goal:

- Participate in and align with regional plans to support admission diversion, maximize capacity, and support patients transition to community.

Goal: Advance Indigenous Health Strategies and Outcomes

Local Obligations related to goal:

- Develop and/or advance First Nations, Inuit, Métis and Urban Indigenous (FNIMUI) FNIMUI Health Workplan:
 - a. Partner with your OH team to work through a process of establishing a First Nations, Inuit, Métis and Urban Indigenous Health Workplan, which aligns with provincial guidance, and includes a plan for Indigenous cultural awareness (improving understanding of Indigenous history, perspectives, cultures, and traditions) and cultural safety (improving understanding of anti-racist practice and identifying individual and systemic biases that contribute to racism across the health care system). Ontario Health will provide guidance material to support this process.
 - b. Or, if a First Nations, Inuit, Métis and Urban Indigenous Health Workplan (or similar) already exists, demonstrate advancement to implementation of the plan.
- Demonstrate progress (and document in reporting template) on outcomes, access and/or executive training:
 - a. Improvement in outcomes regarding First Nations, Inuit, Métis and Urban Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on the data currently available to them. In future years, standardized indicators will be developed.)
 - b. Progress in increasing culturally safe access to healthcare services, programs to foster Indigenous engagement, and relationship building to improve Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on initiatives they have targeted in their First Nations, Inuit, Métis and Urban Indigenous Health Workplan. In future years, standardized indicators will be developed.)
 - c. Demonstrate that executive level staff have completed Indigenous Cultural Safety Training

Goal: Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to

Improve Health Outcomes

Local Obligations related to goal:

- Develop and/or advance an organizational health equity plan
 - develop an equity plan that aligns with OH equity, inclusion, diversity and anti-racism framework, and existing provincial priorities, where applicable (i.e., French language health services plan; Accessibility for Ontarians with Disabilities Act; the provincial Black Health Plan; High Priority Community Strategy; etc.). Please note that HSPs will be provided with guidance materials to help develop their equity plan and complete a reporting template to submit to the region.
 - Or, if an equity plan already exists, demonstrate advancement to implementation of the plan, by completing the equity reporting template and submitting to the region.
- Increase understanding and awareness of health equity through education/continuous learning
 - Continue capacity-building through knowledge transfer, education, and training about health equity within the Region, HSPs will demonstrate that a minimum, executive level staff have completed relevant equity, inclusion, diversity, and anti-racism education (recommended education options to be provided).

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

To: The Board of Directors of Ontario Health Attn: Board Chair.

From: The Board of Directors (the “Board”) of the [insert name of License Holder] (the “HSP”)

For: [insert name of Home] (the “Home”)

Date: [insert date]

Re: January 1, 2023– December 31, 2023 (the “Applicable Period”)

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the Health Service Provider (the “HSP”) and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board’s knowledge and belief, the HSP has fulfilled, its obligations under the long-term care home service accountability agreement (the “Agreement”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the Ontario Health and the HSP effective April 1, 2023.

[insert name of individual authorized by the Board to make the Declaration on the Board’s behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

Bill No. 149
2023

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the
City of London, 2016 relating to policies 1619
and 1683.

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

1. Amendment No. _____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the Planning Act, R.S.O. 1990, c.P.13.

PASSED in Open Council on May 16, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

AMENDMENT NO.
to the
THE OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT:

The purpose of the Amendment is:

1. To change existing policies in the Our Tools part of The Official Plan for the City of London, 2016 to improve planning process and improve efficiencies.

B. LOCATION OF THIS AMENDMENT:

This Amendment is a text amendment, which applies to all lands within the City of London when an applicant is interested in the vacant land condominium and common elements condominium process.

C. BASIS OF THE AMENDMENT:

1. This amendment aligns with new delegations proposed for By-law CP-17 “Subdivision & Condominium Delegation & Approval” By-law, and with the More Homes Built Faster Act, 2022.

D. THE AMENDMENT

The Official Plan for the City of London, 2016 is hereby amended as follows:

1. The Our Tools part of The Official Plan for the City of London Planning Area is amended by adjusting Policy 1619 and 1683 to the below:

Policy 1619 - Consistent with the *Planning Act*, the public meeting and notice procedures that will be followed for applications to adopt or amend an official plan, zoning by-law, or community improvement plan are as follows. Vacant land condominiums and common elements condominiums will require a public meeting and notice procedures if a *Planning Act* process and public meeting has not been completed prior to the condominium application. Notice procedures for other types of applications are addressed elsewhere in this Plan.

Policy 1683 – Delete in its entirety.

Bill No. 150
2023

By-law No. CP-17-23_____

A bylaw to amend By-law CP-17 to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*.

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

WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that Municipal Council is authorized to delegate its powers and duties under this or any other Act to a person or body subject to any restrictions set out;

AND WHEREAS subsection 51.2(1) of the *Planning Act*, as amended, provides that Municipal Council may by by-law delegate the authority of the council under section 51.2 of the Act or any part of that authority to a committee of council or to an appointed officer identified in the by-law by name or position occupied;

AND WHEREAS the Council deems it appropriate to amend By-law CP-17, as amended, being "A by-law to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*;

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

1. By-law CP-17, as amended, is hereby amended by deleting section 2.2 Approval Authority – Director, Planning and Development – Specific Powers in its entirety and replacing it with the following new section 2.2 as follows.

2.2 Approval Authority – Director, Planning and Development – Specific Powers

The Council hereby delegates to the Director, Planning and Development the authority:

- (a) to determine whether or not an Application made in respect of a draft Plan is complete; and if determined to be incomplete, to refuse to accept it and return it to the applicant, detailing the outstanding information required;
- (b) to determine whether or not a draft Plan is or is not required to be circulated for comments among administrative units of relevant government authorities and to circulate same pursuant to section 51 of the *Planning Act*;
- (b) to determine whether or not a draft Plan of Condominium is or is not required to be referred to Council for the purpose of holding a public meeting pursuant to section 51 of the *Planning Act*, with the understanding where a public meeting or planning act process has been completed, an additional public meeting for the draft Plan of Condominium isn't required;
- (c) to extend time limits for the receipt of comments from the administrative units which received the draft Plan;
- (d) to settle and give Draft Plan Approval to any Plan of Subdivision the approval of which has been recommended by the Council where there have been no written requests for referral received in accordance with the *Planning Act* prior to the time the Director, Planning and Development proceeds to settle and give Draft Plan Approval to the said Plan subject to the following;
 - (i) on the understanding that when a dispute involves the approval or

denial of the draft Plan contrary to the recommendations of a Ministry of the Provincial Government, the Director, Planning and Development shall consult with the Council, and Council shall make the decision; and

(ii) on the further understanding that the Director, Planning and Development may consult with the Council prior to making his/her decision to refuse approval of an application;

- (f) to sign a proposed Plan of Subdivision and issue letters of draft approval with conditions for the purpose of indicating draft approval of such Plan by the Director, Planning and Development by the Council pursuant to paragraph (e) above;
- (g) to exempt a proposed Plan of Condominium from approval in accordance with section 9 of the *Condominium Act*, S.O. 1998, c.19 or to settle and to give draft Approval to any proposed Plan of Condominium where there have been no written requests for referral received in accordance with the *Planning Act* prior to the time the Director, Planning and Development proceeds to settle and give draft Approval to the said Plan subject to the following;
 - (i) on the understanding that when a dispute involves the approval or denial of the draft Plan contrary to the recommendations of a Ministry of the Provincial Government, the Director, Planning and Development shall consult with the Council, and Council shall make the decision;
- (h) to sign a proposed Plan of Condominium and issue letters of draft approval with conditions for the purpose of indicating draft approval of such Plans by the Director, Planning and Development or by the Council pursuant to paragraph (f) above;
- (i) to enter into negotiations/dispute resolution with those parties involved in a referral of a draft Plan or conditions thereof, which has been referred to the Ontario Municipal Board, in an attempt to resolve the issues and avoid an Ontario Municipal Board Hearing, if possible;
- (j) to resume and finalize consideration of the proposed Plan where a proposed Plan has been referred to the Ontario Municipal Board under section 51 of the *Planning Act*, and the Ontario Municipal Board notifies the Approval Authority that the Approval Authority may proceed to make a decision under Section 51 (31) of the *Planning Act*;
- (k) to refer the Plan and/or conditions of approval Plan of any draft to the Ontario Municipal Board pursuant to subsection 51(31) of the *Planning Act*;
- (l) to make any change in the conditions of approval imposed by the Director, Planning and Development;
- (m) to make any change to any conditions of approval imposed by the Council provided the request for the change is made by or endorsed by the Council;
- (n) to sign a final Plan for the purpose of indicating the final approval of the Director, Planning and Development or the Council, as the case may be, and the acceptability of the said Plan or Plans for tendering for registration;
- (o) to grant extensions of draft approval to a proposed Plan, where the applicant hasn't caused a delay at the discretion of the Director, Planning and Development;
- (p) to grant extensions of draft approval to a proposed Plan for not more than six (6) months on an emergency basis without the approval of the Council, in order that a decision may be obtained from the Council, in respect of any requested extension unless the Director, Planning and Development has been given written notice of an objection to such emergency extension;

- (q) to refuse a draft Plan where the file has remained inactive for more than one (1) year, and only after the applicant has been given written notice that the draft plan will be refused, and given 60 days to respond;
- (r) to resume and finalize consideration of the proposed Plan where a proposed Plan has been referred to the Ontario Municipal Board under section 51 of the *Planning Act*, and the Ontario Land Tribunal by Order has assigned responsibilities back to the Approval Authority to make a decision under Section 51 (58) of the *Planning Act*;
- (s) to approve minor revisions to a draft Plan of Subdivision or Condominium, where minor revisions are considered that the revision doesn't require additional technical studies or revisions to existing technical studies, changes to lot or block lines which do not significant affect the number of units or road network, changes to proposed road right of way width, proposed changes are consistent with Provincial Policy, and proposed changes do not conflict with The London Plan or Zoning By-law;
- (t) to approve and execute a subdivision agreement with special provisions as part of an approved draft plan of subdivision, where there are no financial impacts or required financing can be accommodated within an existing approved capital budget.

2. This by-law comes into force and effect on the date it is passed.

PASSED in Open Council on May 16, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

Bill No. 151
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 Purser Street; and to lay out constitute, establish and assume certain reserves in the City of London as public highway (as part of Purser Street; and as part of Agathos Street).

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

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established, named, and assumed as public highway to be known as Purser Street, namely:

“Part of the Roadway, Registered Plan No. 91 (C) (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 6 on Reference Plan 33R-17289.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as a public highway for the purpose of establishing the following reserve as part of Purser Street, namely:

“All of the 0.3m Reserve at the northerly limit of Purser Street on Registered Plan 33M-443, in the City of London and County of Middlesex, designated as Block 61 on Registered Plan 33M-443.”

3. The lands and premises hereinafter described are laid out, constituted, established and assumed as a public highway for the purpose of establishing the following reserve as part of Agathos Street, namely:

“All of the 0.3m Reserve at the easterly limit of Agathos Street on Registered Plan 33M-443, in the City of London and County of Middlesex, designated as Block 59 on Registered Plan 33M-443..”

2. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - May 16, 2023
Second Reading - May 16, 2023
Third Reading - May 16, 2023

Bill No. 152
2023

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway to be known as Scanlan Street; and to lay out, constitute, establish and assume lands in the City of London as public highway (as widening to Gore Road, east of River Road)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway to be known as Scanlan Street, namely:
“Part of Lot 2, Concession A (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 17 on Reference Plan 33R-21394”
2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Gore Road, east of River Road, namely:
“Part of Lot 2, Concession A (Geographic Township of London) in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21394.”
3. This by-law comes into force and effect on the day it is passed.

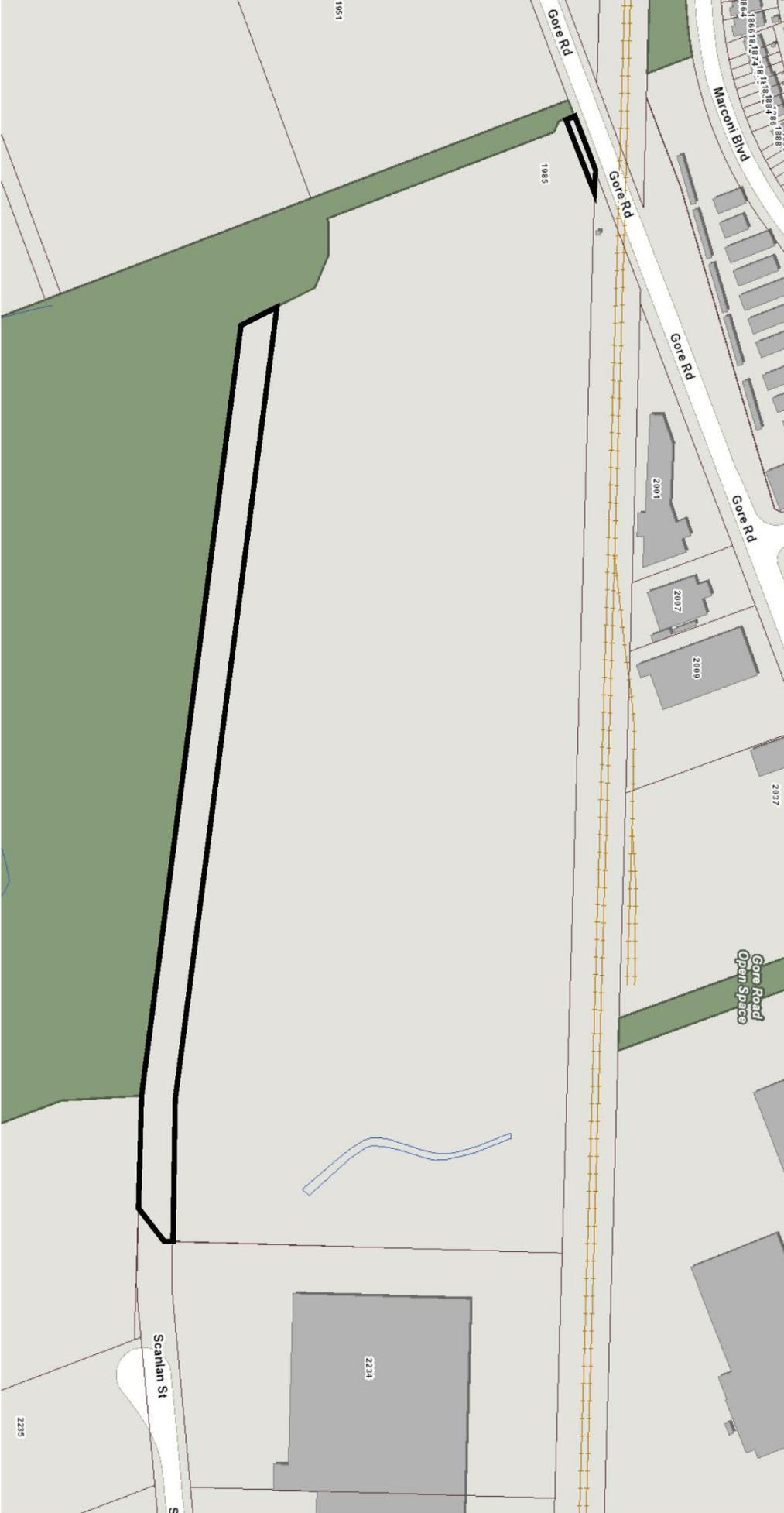
PASSED in Open Council on May 16, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 153
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to White Oak Road, north of Bateman Trail (south leg))

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to White Oak Road, north of Bateman Trail (south leg), namely:

Part of Lot 31, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 9 on Reference Plan 33R-21053; and

Part of Lot 31, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Parts 10 on Reference Plan 33R-21053; and

Part of Lot 31, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Parts 11 on Reference Plan 33R-21053.

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

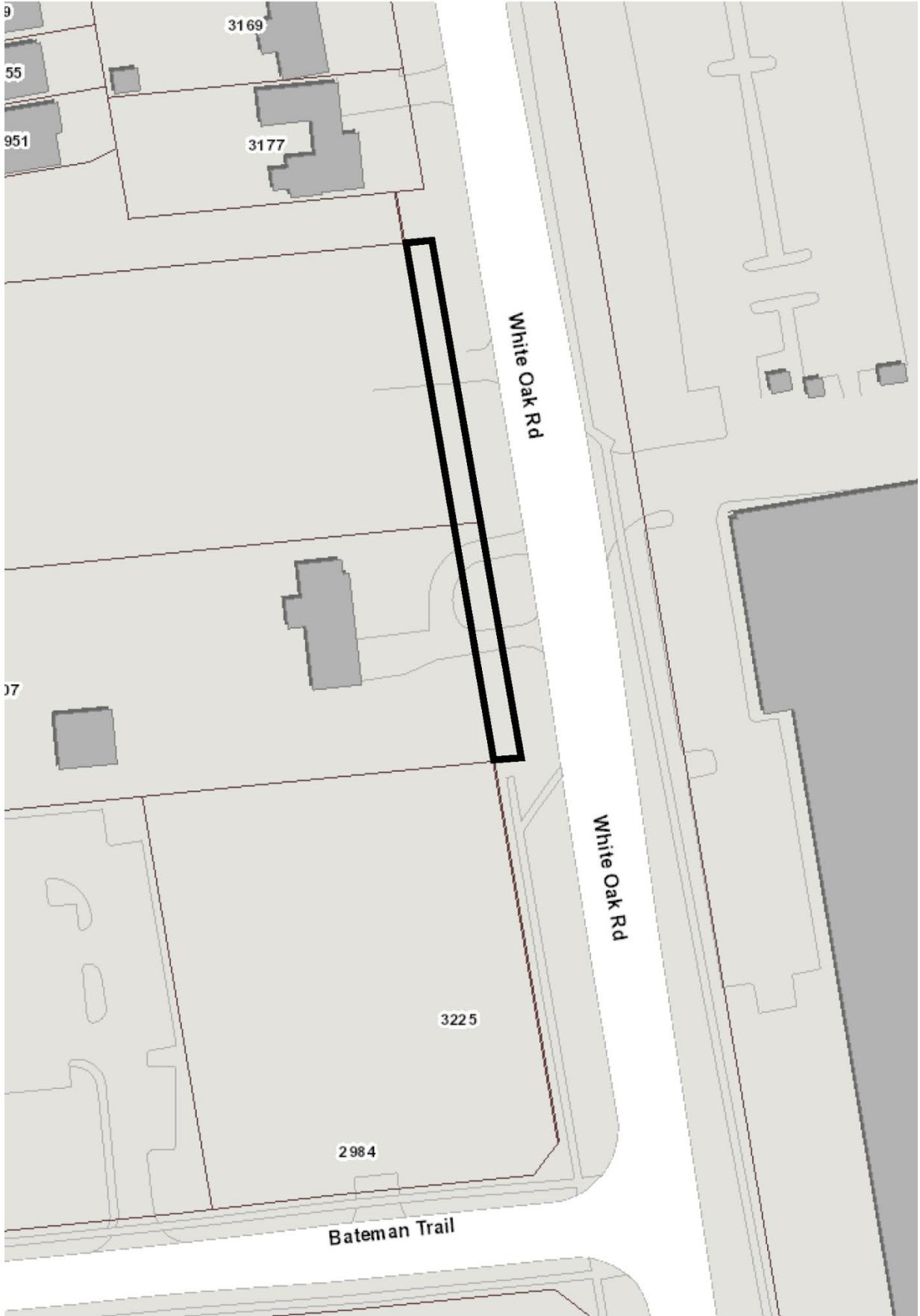
PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 154
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to White Oak Road, south of Southdale Road East)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to White Oak Road, south of Southdale Road East, namely:

“Part of Lot 4, Registered Plan No. 643 in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21432.”

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

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 155
2023

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron Street, east of Clarke Road; and as widening to Clarke Road, south of Huron Street)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Huron Street, east of Clarke Road, namely:

“Part of Lot 4, Concession 2 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-21482.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Clarke Road, south of Huron Street, namely:

“Part of Lot 4, Concession 2 (Geographic Township of London) in the City of London and County of Middlesex, designated as Parts 4 and 5 on Reference Plan 33R-21482.”

3. This by-law comes into force and effect on the day it is passed.

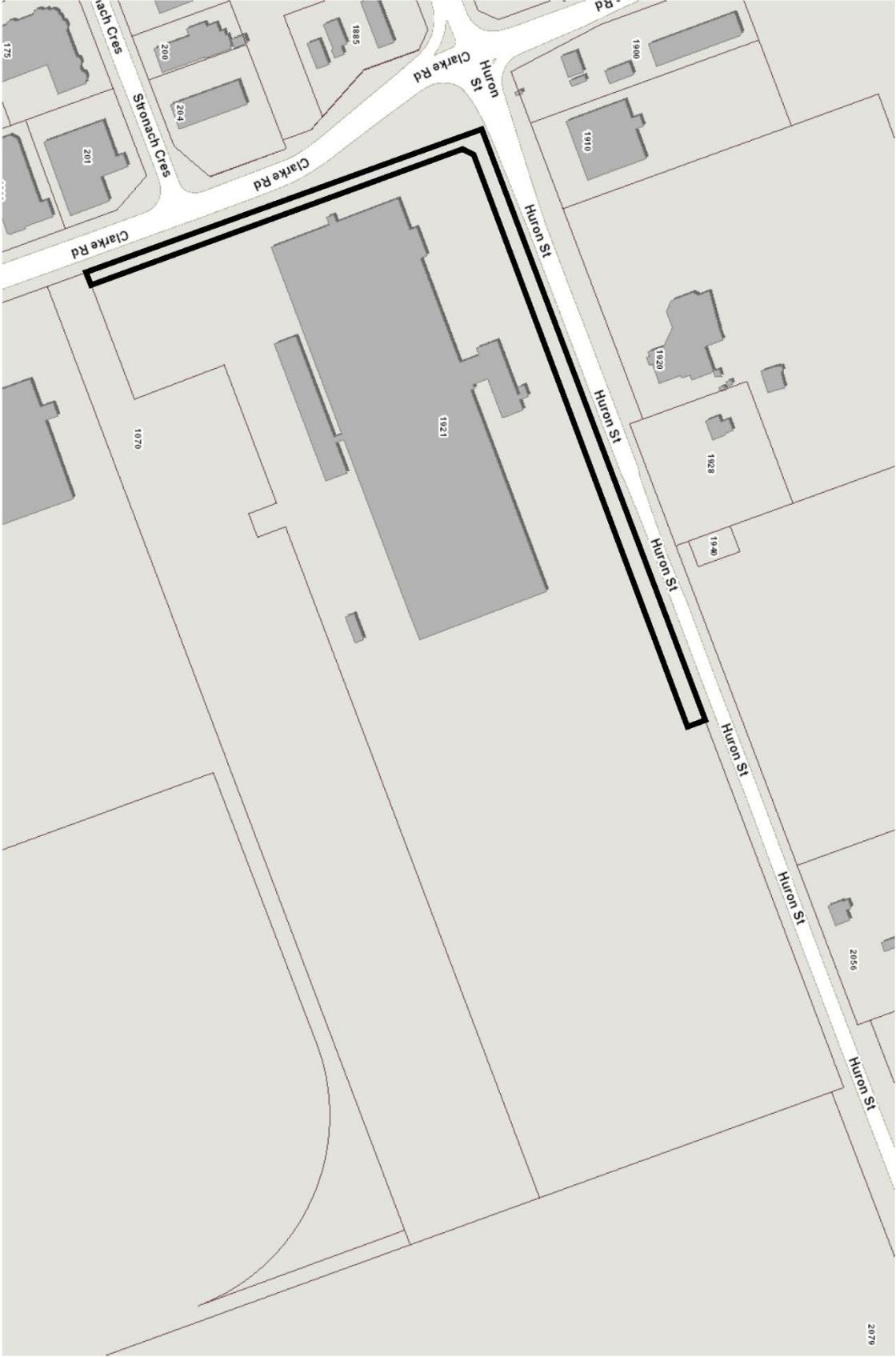
PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

LOCATION MAP



Bill No. 156
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Meadowlily Road South, north of Commissioners Road East)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Meadowlily Road South, north of Commissioners Road East, namely:

“Part of Lots 15 and 16, Broken Front Concession B (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21410.”

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

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 157
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street West, west of Beaverbrook Avenue)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Oxford Street West, west of Beaverbrook Avenue, namely:

“Part of Lot 8, south of Oxford Street in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21393.”

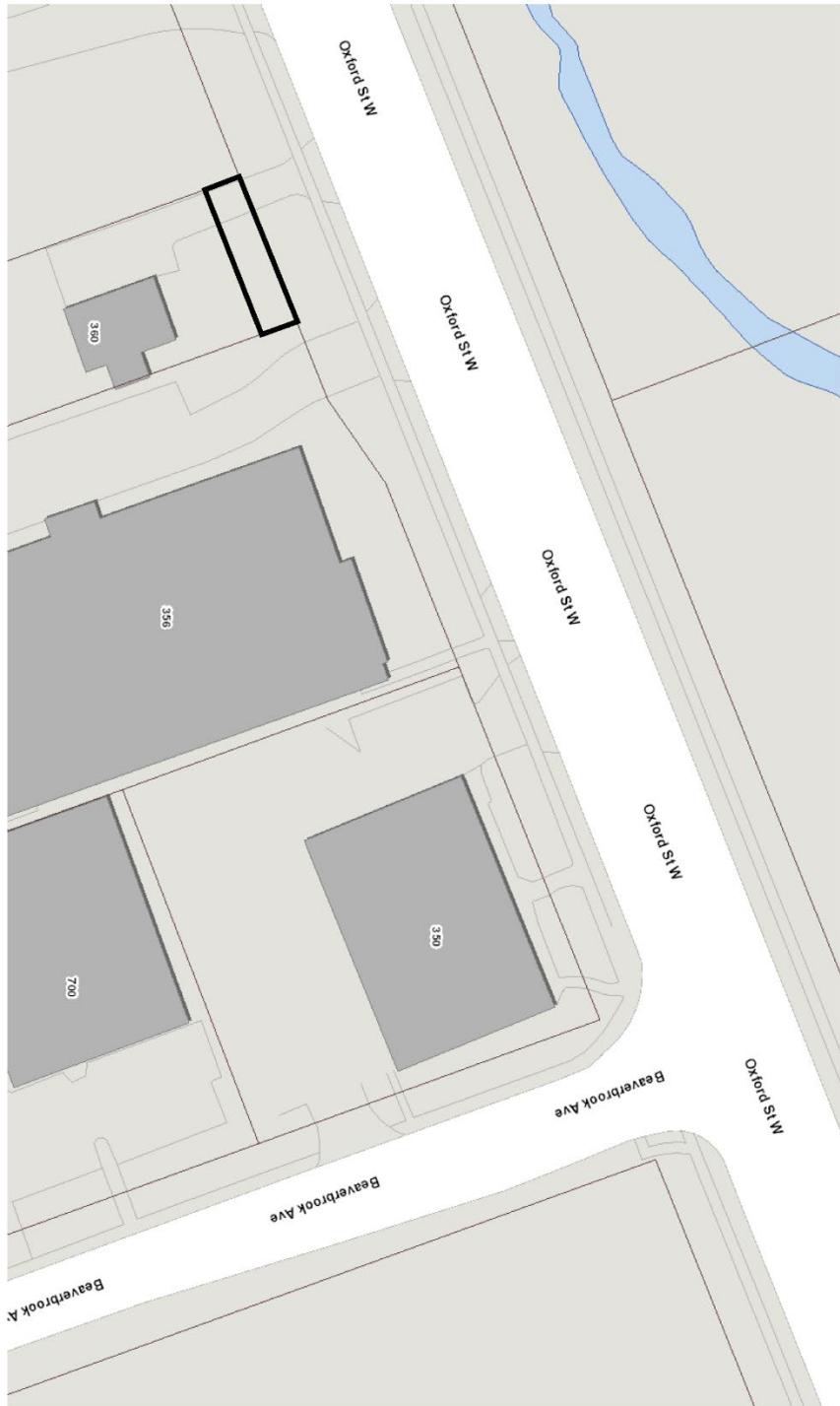
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023



LOCATION MAP

Bill No. 158
2023

By-law No. W.- _____ - _____

A by-law to repeal by-law No. W.-5688-46 entitled, "A by-law to authorize the East London Link – Construction Rapid Transit (Project No. RT1430-3A)"

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

1. By-law No. W.-5688-46 entitled, "A by-law to authorize the East London Link – Construction Rapid Transit (Project No. RT1430-3A)" passed by Municipal Council on February 14, 2023 is hereby repealed.
2. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

Bill No. 159
2023

By-law No. W.-5581(__)-__

A by-law to amend by-law No. W.-5581-134, as amended, entitled “A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements (Project No.TS1134).”

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;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5581-134, as amended, to authorize an increase in the net amount of monies to be debentured for the “Richmond Street and Fanshawe Park Road Intersection Improvements (Project No.TS1134)”;

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$3,714,897.00 from \$632,500.00 to \$4,347,397.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 16, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

Bill No. 160
2023

By-law No. W.-5671(__)-__

A by-law to amend by-law No. W.-5671-65 entitled, "A by-law to authorize the Oxford Street West and Gideon Drive Intersection Improvements (Roundabout) (Project No. TS1332)."

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;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5671-65 passed on February 23, 2021, to authorize an increase in the net amount of monies to be debentured for the "Oxford Street West and Gideon Drive intersection improvements (roundabout) (Project No. TS1332)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$99,667.00 from \$22,193.00 to \$121,860.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

Bill No. 161
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone an area of land consisting of the property municipally known as 2060 Jetstream Road.

WHEREAS The Corporation of the City of London has applied to rezone an area of land consisting of the property municipally known as 2060 Jetstream Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2060 Jetstream Road, as shown on the attached map comprising part of Key Map No. A104, from a Light Industrial (LI2) Zone to a Heavy Industrial Special Provision (HI1(_)) Zone.

2) Section Number 42.4a) of the Heavy Industrial (HI1) Zone is amended by adding the following Special Provision:

HI1() 2060 Jetstream Road

a) Regulations

i) Lot Frontage 45.3 metres (148.6 feet)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

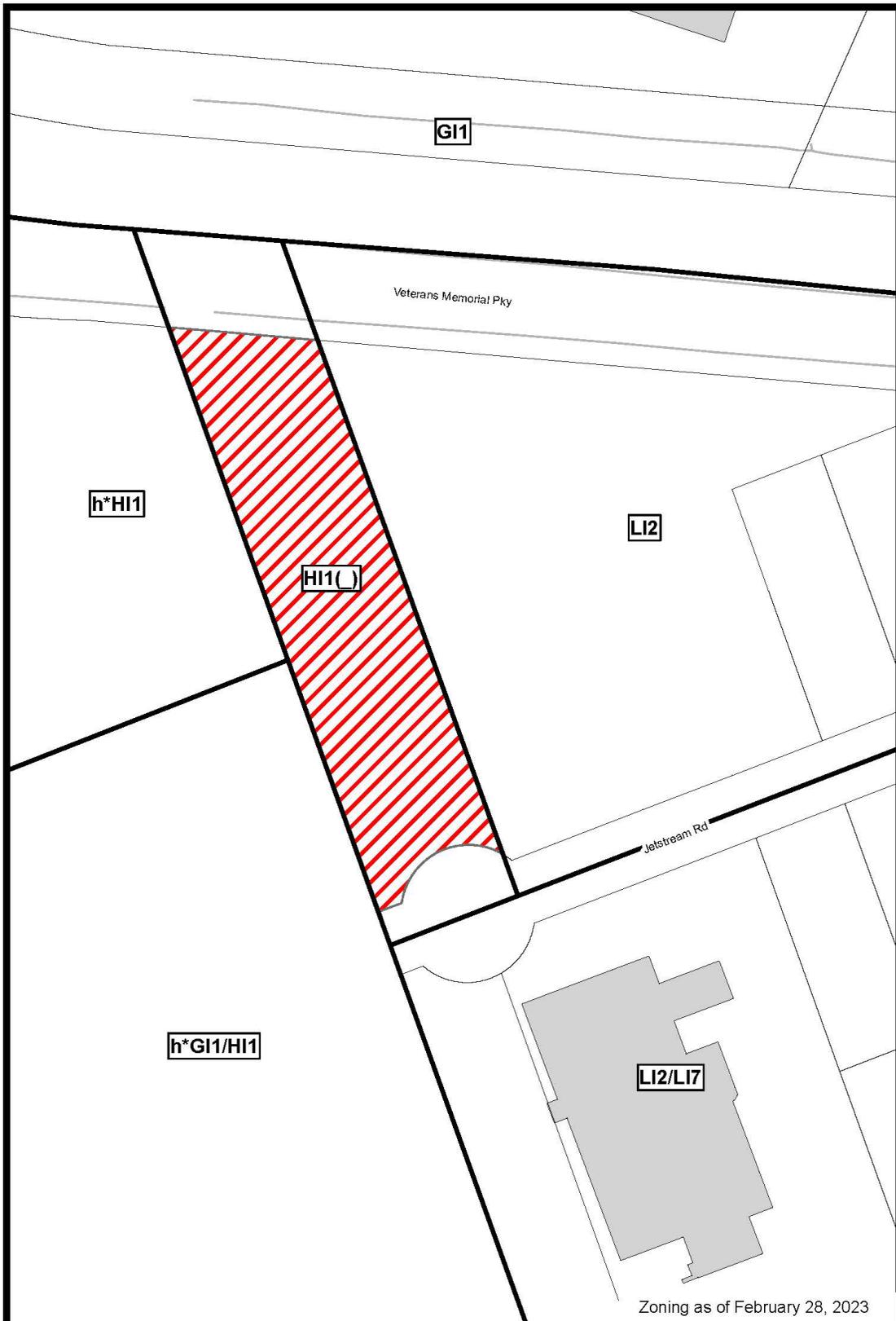
PASSED in Open Council on May 16, 2023.

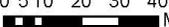
Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

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



<p>File Number: Z-9592 Planner: NO Date Prepared: 2023/3/27 Technician: JI By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40  Meters</p> <p></p>
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Geodatabase

Bill No. 162
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 595 Proudfoot Lane.

WHEREAS Old Oaks Property Inc. has applied to rezone an area of land located at 595 Proudfoot Lane, 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 595 Proudfoot Lane, as shown on the attached map comprising part of Key Map No. A106, from a Residential/Convenience Commercial (R9-7*H42/CC4) Zone to a Residential/Convenience Commercial/Special Provision Day Care (R9-7*H42/CC4/DC(_)) Zone.

2) Section Number 35.4 of the Day Care (DC) Zone is amended by adding the following Special Provision:

DC() 595 Proudfoot Lane

a) Regulations

i)	Gross Floor Area For Day Care Centre (Maximum)	185.00 square metres (1,991.32 square feet)
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The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

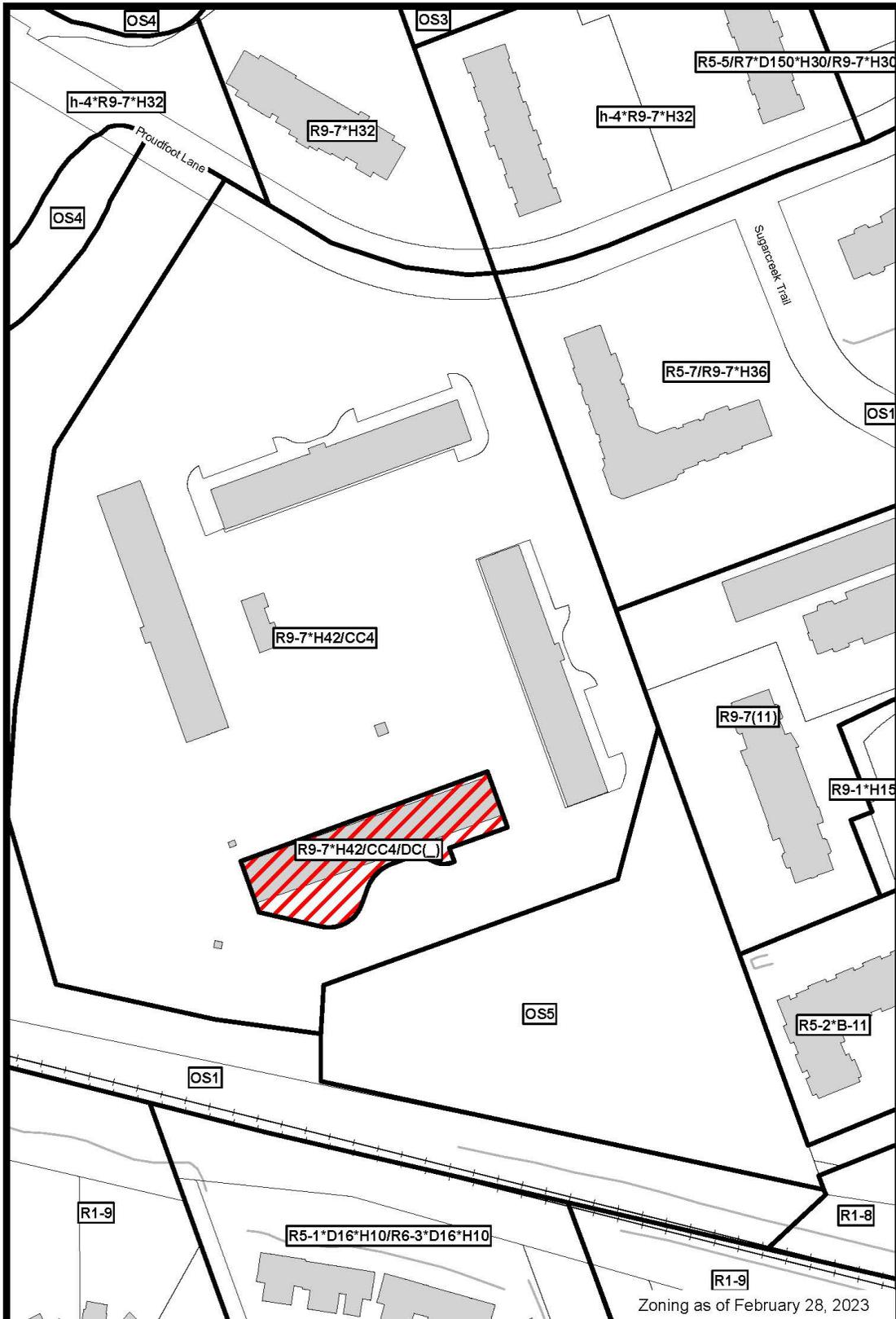
PASSED in Open Council on May 16, 2023.

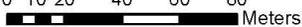
Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

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



<p>File Number: Z-9591 Planner: OA Date Prepared: 2023/3/17 Technician: JI By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters </p> <p></p>
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Geodatabase

Bill No. 163
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone lands located at 3480 Morgan Avenue.

WHEREAS Sifton Properties Limited has applied to rezone lands located at 3480 Morgan Avenue, 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 3480 Morgan Avenue as shown on the attached map comprising part of Key Map No. A111, from a Holding Community Shopping Area Special Provision (h-h-11-h-63-h-82-h-95-h-100-h-105-h-135-CSA5(3)) Zone to a Holding Residential R8 Special Provision (h-h-95-h-100-h-105-h-198-R8-4()-H14) Zone.

2) Section Number 12.4 of the Residential R8 Zone is amended by adding the following Special Provisions:

R8-4()

a) Regulations:

i) Front Yard Depth (Minimum)	3.3m (10.8ft)
ii) Interior Side Yard Depth (Minimum)	2.2m (7.2ft)
iii) Rear Yard Depth (Minimum)	4.5m (14.8ft)
iv) Landscaped Open Space (Minimum)	27%
v) Height (Maximum)	14m (45.9ft)
vi) Density (Maximum)	87 unit per hectare

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – May 16, 2023
Second Reading – May 16, 2023
Third Reading – May 16, 2023

