

Appendix A

Bill No.

By-law No.

A By-law to approve the Funding and Project Agreement with London District Catholic School Board for renovation of a child care centre at John Paul II Catholic Secondary School in the Huron Heights planning district; to authorize the Mayor and the City Clerk to execute the Agreement and to delegate authority under the Agreement to the Director of Child Care and Early Years or his or her written delegate under the Agreement.

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

AND WHEREAS section 57 of the *Child Care and Early Years Act, 2014*, S.O. 2014, c. 11, Sched. 1 ("*Child Care and Early Years Act*") authorizes the City as service system manager under the *Child Care and Early Years Act* to establish, administer, operate, and fund child care and early years programs and services; and that a service system manager shall coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

AND WHEREAS, pursuant to section 49 of the *Child Care and Early Years Act*, it is a matter of provincial interest that there be a system of child care and early years programs and services that: (a) is focused on Ontario's children and families; (b) promotes the health, safety and well-being of children; (c) provides high quality experiences and positive outcomes for children with a provincial framework to guide pedagogy; (e) responds to communities' needs by, (i) providing services both for families who receive financial assistance for child care and for families who do not receive such financial assistance, (ii) providing a range of service options to support parents who are part of the workforce, such as options that address varied working hours and arrangements; (h) is coordinated with other community and human services; (i) is flexible and able to adapt to local circumstances; (j) supports the social and economic well-being of Ontarians; (l) supports the transition from child care and early years programs and services to school; (m) approaches pedagogy in child care and early years programs and services in a manner that supports the transition referred to in clause (l);

AND WHEREAS the *Child Care and Early Years Act* requires co-operation between service system managers and the Minister, and the duty to co-operate includes the duty to provide access to and share information relating to child care and early years programs and services;

AND WHEREAS the *Child Care and Early Years Act* requires the service system manager to have a child care and early years programs and services plan for its service area (being the geographic area of the City of London and County of Middlesex), which plan must address the matters of provincial interest set out in section 49, which plan must be approved by Council;

AND WHEREAS section 56 of the *Child Care and Early Years Act* requires the service system manager to (c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

AND WHEREAS the London District Catholic School Board has agreed to renovate a child care centre at John Paul II Catholic Secondary School in the Huron Heights planning district in response to the City's offer to fund the renovations as part of its implementation of the Council approved child care and early years plan which includes a Directed Growth strategy for the expansion of child care in London-Middlesex;

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

AND WHEREAS sections 9, 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under the Act to a person or body;

AND WHEREAS Council Policy By-law A.-6151-17 established a policy for the delegation of powers and duties (Delegation of Powers and Duties Policy), as required under section 270(1) of the *Municipal Act, 2001*;

AND WHEREAS the Delegation of Powers and Duties Policy sets out the factors that Council may consider, without limitation, when delegating a power or duty: a) the term of the delegation; b) the conditions or restrictions, if any, on City Council's power to revoke the delegation; c) the conditions or restrictions, if any, to be imposed on the delegate; d) whether the power or duty to be delegated will be exercised only by the delegate or by both the delegate and the municipality; e) whether the delegation is consistent with the municipality's policies under section 270 of the *Municipal Act, 2001*; and f) the importance and complexity of the power or duty to be delegated and whether the delegate has the requisite qualifications and expertise to exercise the delegated powers and duties;

AND WHEREAS it is anticipated that the maximum amount that the City will provide for the grant is \$630,000 inclusive of HST;

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

1. The Funding and Project Agreement ("Agreement") to be entered into between The Corporation of the City of London and London District Catholic School Board, with the funding provided by the City of London pursuant to the Municipal Council endorsed investment in Child Care and Early Years expansion of licensed child care, to renovate a child care centre at John Paul II Catholic Secondary School, substantially in the form 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. The Director of Child Care and Early Years and in his or her absence, the Director of Child Care and Early Years' written delegate, with respect to the Agreement, are delegated the authority:
 - (i) under subsection 2.02(2), to review, and provide comments to the London District Catholic School Board;
 - (ii) under subsection 2.02(5), to review a tender, and determine if the tender is acceptable, and if acceptable, to provide written notice of such acceptability to the London District Catholic School Board;
 - (iii) under subsection 2.04, to request changes to the Plan, and to advise the Board in writing whether to proceed with such change;
 - (iv) under subsection 2.06, to act as representative ("City's Project Manager") for the City;
 - (v) under subsection 2.02(5)(d), to review and comment upon any reconciliation;

(vi) under subsection 2.02(6), to meet with the Board to discuss whether and how the London District Catholic School Board wishes to proceed with the Project and to reach a resolution; and

(vii) under subsection 3.01, to act as representative for the City.

4. The Manager, Children's Services is designated as the City's Project Manager under section 2.06 of the Agreement, and is delegated the authority to act pursuant to that section, on the condition that any actions taken by the delegate do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.
5. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in open Council on November 5, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 5, 2024

Second Reading Date – November 5, 2024

Third Reading Date – November 5, 2024

SCHEDULE "1"

FUNDING AND PROJECT AGREEMENT- Renovation of Child Care Centre at John Paul II Catholic Secondary School

THIS AGREEMENT made as of November 5, 2024

B E T W E E N:

LONDON DISTRICT CATHOLIC SCHOOL BOARD

(hereinafter the "Board")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter the "City")

OF THE SECOND PART

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Board is the registered owner of the fee simple of the Lands (as defined below);

AND WHEREAS the City municipal council considers it to be in the interests of the municipality to make a grant to the Board to fund a portion of the costs of the Project (as defined below), for the purpose of renovating space for a child care centre consisting of a renovation of existing space at the school, on the basis contemplated herein;

NOW THEREFORE in consideration of the premises and the good and valuable consideration herein contained (the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto), the parties do hereby covenant and agree with one another as follows:

ARTICLE 1 - DEFINITIONS AND TERM

1.01 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (i) "**Lands**" means the lands described in Schedule A hereto;
- (ii) "**Child Care Centre**" means a premises operated by a person licensed under the *Child Care and Early Years Act, 2014* to operate a child care centre at the premises;
- (iii) "**City Grant**" is defined in Subsection 2.02 (7);
- (iv) "**Consultant**" means the party named by the Board as the "Consultant" under the Contract;
- (v) "**Contract**" is defined in Subsection 2.02 (7).

- (vi) **“Contract Price”** means the total sum of money that a contractor is entitled to receive under a construction agreement, before contingencies, as determined by the Board’s acceptance of a contractor’s tender, which in no event may be more than \$555,500.00.
- (vii) **“Operator”** means a person who has control or management of a premises, agency, program or service, and who enters into a lease for the Premises in such form as may be required by the Board, from time to time;
- (viii) **“Premises”** means the indoor facilities which result from the completion of the Project and which are leased by the Board to an Operator;
- (ix) **“Project”** refers to the renovation of certain existing space at the School as described in Schedule B hereto; and
- (x) **“School”** means the Board’s secondary school known as John Paul II Catholic Secondary School at 1300 Oxford St E, London, Ontario, N5V 4P7

1.02 Term

This Agreement shall remain in effect until the last of the obligations of the parties hereunder to be fulfilled is fulfilled.

1.03 Advance

Upon the signing of this Agreement, the City shall provide the Board with certified funds in the amount of \$555,500 as an advance to be credited to the City Grant for the costs incurred by the Board in the development of a Plan and a request for tender in accordance with section 2.02 below.

ARTICLE 2 - PROJECT

2.01 Project

The City has offered to provide a grant to cover the Board’s costs, up to a maximum amount of \$630,000 (inclusive of HST and contingencies), for the Board to undertake a renovation project to ensure the existing space in John Paul II Catholic Secondary School is appropriate for use as a child care centre. Schedule B hereto sets forth any particulars which the City has identified as being necessary components of the finished Premises. The Board shall, subject to the terms and conditions of this Agreement, in its undertaking of the Project, design and complete, or cause to be designed and completed, the Premises in a manner which is consistent with the requirements set forth in Schedule B hereto.

2.02 Design Criteria and Budget

(1) The Board shall retain an architectural firm to develop a plan for the Project (the **“Plan”**) which includes:

- (i) drawings relating to the various aspects of the Project, including the Premises;
- (ii) the design criteria which the Board has established for the Project, including the Premises, setting out, among other things, the criteria which will be utilized by the Board in connection with the architectural design, construction, and physical appearances of the Premises;
- (iii) a budget itemizing the projected costs for the design and completion of the Project as approved by the Board.

Where requested by the City, the Board shall provide any other documentation and information which the City may reasonably require in relation to the design and completion of the Project, including the Premises.

(2) The City shall be entitled to review the **Plan** and to make comments regarding the design thereon. Although the Board agrees to cooperate with the City with respect to design issues to take into account the reasonable requests of the City, the City acknowledges and agrees that the Board shall have the right to make the final decision with respect to all design matters related to the Plan and Project.

(3) In the event that (a) the Board and the City are in substantial agreement on all aspects of the Plan, and (b) the Ministry of Education has provided a Floor Plan Approval Letter, and (c) both the parties are prepared to proceed with same, the Board will tender the Project.

(4) The architectural firm referred to in section 2.02(1) above and the Board and its other consultants shall prepare a request for tender ("RFT") for the Project, based on the work and materials referred to in section 2.02(1) above and otherwise utilizing the Board's standard practices for construction projects, which rely, in part, on CCDC-2 Stipulated Price Contract 2008 published by the Canadian Construction Documents Committee, as amended by the Board for purposes of its construction projects.

(5) In the event the Board is prepared to accept a tender submitted in response to the RFT where the **Contract Price**, plus all contingencies, plus HST, is not more than \$630,000, the Board will be permitted to accept such tender without having to obtain the consent of the City.

(6) In the event the Board is prepared to accept a tender submitted in response to the Request for Tender ("RFT") where the Contract Price, plus all contingencies, plus HST, is more than \$630,000, the City of London reserves the right to cancel its involvement in funding the Project, or determine whether to increase the amount of the funding. The City will have sixty (60) days to decide whether to proceed with the project based on the tender amount. If the City cancels its funding of the Project, the Board shall be refunded all Costs, in accordance with section 2.03(3) below, that the Board has incurred up to and including the date that the City provides written notice thereof to the Board.

(7) The construction agreement resulting from the Board's acceptance of such a tender is hereinafter referred to as the "**Contract**". In such circumstances the following will apply:

- (i) Within thirty (30) days of the Board's acceptance of a tender pursuant to the RFT, the City will advance to the Board funds in an amount equal to the **Contract Price**, plus all contingencies, plus HST, if such total amount is not more than \$630,000. The maximum amount of \$630,000 referred to in the previous sentence will hereinafter be referred to as the "**City Grant**".
- (ii) As long as the Board acts reasonably, the Board will be entitled to: (a) administer the cash allowances under the Contract; (b) provide direction to the Contractor in respect thereof; and, (c) otherwise make all decisions relating thereto.
- (iii) To the extent that any portion of the City Grant remain unspent upon the completion of the Project, the Board shall return all such unexpended amounts to the City as part of a reconciliation of the cost.
- (iv) In the event that the total cost of the Project exceeds the City Grant (hereinafter, "**Cost Overruns**") through no fault of the Board, the City shall be solely responsible for paying the Cost Overruns without contribution from the Board. For greater certainty, unless the Cost Overrun is caused by a wilful act of the Board, the Board shall have no liability for any Project costs.
- (v) Within thirty (30) business days of the date upon which the Board makes final payment to the Contractor for any of the unpaid balance of the **Contract Price** (less any funds held to satisfy deficiency claims advanced by the Board), pursuant to the Consultant's final certificate for payment under the Contract, the Board will prepare a reconciliation of all the payments made to the Contractor under the **Contract**, any amounts withheld under the **Contract** and otherwise reconciling all amounts expended, saved or owing under the Contract. Any reconciliation will disclose and provide evidence of the total costs, whether or not the City is entitled to any reimbursement of the **City Grant**. The City will have a period of ten (10) business days to review and comment upon such reconciliation and, in the event there are no matters in dispute between the parties, the Board will pay to the City the amount owed by the Board to the City as a reimbursement on the **City Grant** within the following 30 business days. To the extent that the Parties are unable to reach agreement with respect to such reconciliation, the matter will be dealt with in accordance with the provisions of Article 3 below.

(8) In the event the Board does not receive any tenders pursuant to the Request for Tender with a contract price of \$555,500 (not including the HST), or less, the Parties will within ten (10) business days of the date for the submission of tenders pursuant to the Request for Tenders meet to discuss whether and how they wish to proceed with the Project. The City may choose to withdraw from the Project without penalty.

2.03 Costs of Renovation of Premises

(1) The projected budget for the completion of the Project is estimated to be \$555,500 plus HST (the "**Project Budget**"). All costs and expenses for and in relation to the Project to be undertaken (the "**Costs**") shall, in the first instance, be invoiced to the Board by the contractor(s). The Board shall be responsible to pay its contractor(s) for such Costs. The Costs may include, but shall not be limited to:

- (a) surveying, geotechnical and topographical matters and services;
- (b) engineering and other building science fees;
- (c) architectural;
- (d) consulting services (including, without limitation, those services addressed or implicit in sections 2.02 above and otherwise involved from the conception to the completion of the Project);
- (e) building permit fees, sign permit fees, development charges, education development charges and impost or other fees, if any;
- (f) insurance;
- (g) labour;
- (h) materials, supplies, services and any other capital costs;
- (i) all legal, architectural, engineering and associated costs incurred by the Board for purposes of preparing tender or quotation specifications in respect of the Project;
- (j) financing costs of the Board, if any, relating solely to the financing of the Project by the Board; and
- (k) any other costs relating to the design, development and completion of the Project, whether or not contained herein.

(2) Notwithstanding the foregoing, the City shall not be responsible for the **City Grant**, unless the City has approved the acceptance by the Board of the tender resulting in such Contract, as contemplated in section 2.02(5) and 2.02(6) above.

(3) At any time prior to the commencement of the physical construction elements of the Project, the City may advise the Board, in writing, that the City does not wish to proceed with or be involved in the completion of the Project, in which case the City shall be responsible for the Costs incurred to the date of the notice, to a maximum amount of \$630,000 inclusive of HST. Once the physical construction elements of the Project have commenced, the City shall not be permitted to withdraw its commitment towards payment of the Costs, to a maximum amount of 630,000 inclusive of HST, of the completion of the Project as set forth above.

2.04 Change Orders

(1) The City agrees to use every effort to ensure that, once the Plans have been approved, it will not request any changes thereto. To the extent that the City does request any changes to the Plan, it is understood and agreed that the City shall be responsible for all Costs associated therewith. The City is not responsible for any financial obligations resulting from change orders requested by the Board or any third party unless the City has consented in writing thereto.

(2) The City acknowledges that the City Grant includes an amount for a contingency allowance. To the extent that during the completion of the Project: unforeseen circumstances arise, or coordination issues arise as between one or more of the consultants for the Project, in any case necessitating a change order, the Cost of such change order will be charged to such contingency allowance in accordance with the terms of the Contract. To the extent that the Costs of any such change orders, if such change order was requested by the City, exceed the contingency allowance, the City shall be responsible for same.

2.05 Lien Holdbacks

The Board shall be responsible for administering the appropriate holdback for each payment for the design and completion of the Project in accordance with the *Construction Lien Act* (Ontario).

2.06 Contact Persons

The Manager of Facilities for the Board (the "**Board's Project Manager**") shall represent the Board in all matters relating to the conduct of the design and construction of the Project. Any communications, whether written, electronic or verbal in form, from the City, or any its agents, shall be given to the Board's Project Manager at the following address:

To the Board's Project Manager:
Daryl Diegel, Manager of Facilities Catholic Education Centre

5200 Wellington Road South
London, Ontario, N6E 3X8
Telephone: 519-663-2088, Extension 43304
Facsimile No.: 519-663-2094
E-mail: ddiegel@ldcsb.ca

The representative appointed by the City (the “**City’s Project Manager**”) shall represent the City in all matters relating to the completion of the Project. Any communications, either written, electronic or verbal in form, to the City shall be given to the City’s Project Manager at the following address:

To the City’s Project Manager:
Shirley Glover, Director of Child Care and Early Years, or her designate
355 Wellington Street, Suite #248
PO Box 5045, London, Ontario, N6A 4L6
P: 519.661.CITY (2489) x 6572

2.07 Disputes

In the event that any dispute arises between the parties with respect to the meaning or effect of any provision contained in this Article 2, such question or matter shall be dealt with in accordance with the arbitration provisions set forth in Article 3 of this Agreement.

2.08 Insurance

(1) The Board shall obtain and maintain (from the date hereof until the first anniversary of the substantial completion of the Project), comprehensive general liability insurance in a form acceptable to the City, in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, or such other amount as may be required from time to time by the City. The insurance policy will:

- (i) contain a cross-liability clause and severability of interests endorsement; and
- (ii) contain a clause including the City as an additional insured with respect to the Board’s operations and obligations arising out of the renovation of the Premises.

(2) The Board shall maintain all risk property insurance on the Premises in amounts sufficient to cover current replacement costs. In the event that the Premises suffer damage which make the Premises unusable as a child care centre and should the Board elect not to repair and/or reconstruct the Premises, the Board shall reimburse the City for the Construction Costs.

(3) For a period of ten (10) years following the substantial completion of the Project and so long as the Premises are operated as a child care centre as defined in the *Child Care and Early Years Act, 2014*, the Board shall submit to the City evidence of property and liability insurance on or before the date the Agreement is entered into and thereafter once annually.

(4) The Board shall indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions, either in negligence or in nuisance, whether willful or otherwise by the Board, or other persons for whom the Board is in law responsible, relating to the Board’s completion of the Project.

2.09 Financial Records

The Board shall: maintain reasonable financial and accounting books and records with respect to all Costs, as well as the use and disbursement of funds provided pursuant to this Agreement; allow the City or such other persons appointed by the City to inspect and audit said books and records at all reasonable times and to take copies thereof; and, provide the City with such information as it may reasonably request in connection with the Project (subject always to the application of applicable privacy legislation that would expressly prohibit same), from the date thereof until the second (2nd) anniversary of the substantial completion of the Project.

2.10 Zoning

The Board shall ensure that no tender for any of the construction elements of the Project shall be awarded unless appropriate zoning to allow for the operation of a child care centre in the Premises is in place. This Section shall in no way be construed as fettering the legislative discretion of the Municipal Council of the City with respect to any zoning by-law amendments.

2.11 Child Care Centre Activities

(1) It is understood and agreed by the parties that the City shall be responsible for Providing advice to the Board to inform its selection of an Operator to operate the child care centre as it relates to the City's role as the Service System Manager.

(2) The Board shall make a good faith effort to ensure that as long as the space is designated as a child care centre by the Ministry of Education, it shall be utilized as such. If at any time within 10 years of the making of this agreement the space is not occupied by a child care provider, then the Board shall, within one year of any such vacancy, follow their usual RFP process to secure an operator to utilize the space as a child care centre.

2.12 Ownership

(1) The City hereby acknowledges, covenants and agrees that nothing contained herein shall provide the City (or any party other than the Board), with any ownership interests (beneficial or otherwise), in the Premises, the School, the Lands or the part thereof comprising or associated with the Project.

(2) Furthermore, the City hereby acknowledges and agrees that the Board shall have the unfettered authority to restrict the nature of any of the operations within the area constituting the Project to the extent that the Board determines, acting reasonably, that: (a) it is necessary to do so in order for it to comply with or otherwise adhere to any legislation affecting it, any governmental directives, rules or orders applicable to it and any of the Board's own policies and procedures, in effect, from time to time; or, (b) any aspects of the operations are inconsistent with the environment the Board wishes to create or maintain for its students. Finally, the City acknowledges and agrees that the Board shall have unfettered discretion to:

- (i) establish rules and issue directives in respect of access to and egress from the Premises;
- (ii) establish rules and issue directives in respect of parking arrangements at the School for the Operator, its invitees and other users of the Premises; and,
- (iii) restrict access to and use of the School and its grounds by the Operator, its invitees and other users of the Premises; and
- (iv) establish the terms and conditions upon which the Premises may be leased to an Operator.

ARTICLE 3 - ARBITRATION

3.01 Arbitration

If any dispute arises between the parties with respect to the meaning or effect of any provision of this Agreement, or related to the rights and obligations of the parties hereunder, each of the parties shall appoint one representative and such representatives will work together diligently and cooperatively to resolve the dispute on a timely and collaborative basis for up to ninety (90) days. In the event the dispute is not resolved after these ninety (90) days, the question or matter in dispute shall be referred to a single arbitrator if the parties can agree upon one and otherwise to three arbitrators, one to be appointed by each party and the third to be chosen by the two arbitrators chosen by the parties. If either of the parties hereto shall refuse or neglect to appoint an arbitrator within fifteen (15) days after the other party to the reference shall have appointed an arbitrator and shall have served written notice upon the first mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party so appointing him or her, choose the second arbitrator and the two arbitrators shall then choose the third arbitrator, and the decision which may be made by the arbitrators or the majority of them shall be final and binding upon the parties hereto, their heirs, executors, administrators and assigns. In the event that the first two arbitrators appointed by the parties do not agree upon a third arbitrator within seven (7) days after the appointment of the last of them, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the Ontario Superior Court of Justice. The cost of arbitration shall be apportioned between the parties as the arbitrators or a majority of them may decide.

ARTICLE 4 - GENERAL

4.01 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Board or the City should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and

control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay.

4.02 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

4.03 Notices

(1) Subject to the provision of Section 2.06 hereof, any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out below:

To the Board:

London District Catholic School Board
5200 Wellington Road South
London, ON N6E 3X8
Attention: Daryl Diegel, Manager of Facilities

Facsimile No.: (519) 663-2094
E-mail: ddiegel@ldcsb.ca

To the City:

The Corporation of the City of London
151 Dundas Street, P.O. Box 5045
London, ON N6A 4L6
Attention: Shirley Glover, Director Child Care and Early Years

Facsimile No.: 519.661.CITY (2489) x 6572
E-mail: childrensservicesadmin@london.ca

and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

4.04 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

4.05 Severability

If any Article or Section or part or parts of an Article or Section in this Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the Board and the City as though such Article or Section or part or parts thereof had never been included in this Agreement.

4.06 Assignment and Amendments

Neither party may assign this Agreement without the express written consent of the other, which may be unreasonably withheld. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

4.07 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

LONDON DISTRICT CATHOLIC SCHOOL BOARD

Per: _____

Print Name: _____

*I have the authority to bind the Board.

Per: _____

Print Name: _____

*I have the authority to bind the Board.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Print Name: _____

Per: _____

Print Name: _____

SCHEDULE A

John Paul II Catholic Secondary School

Legal Description of Lands

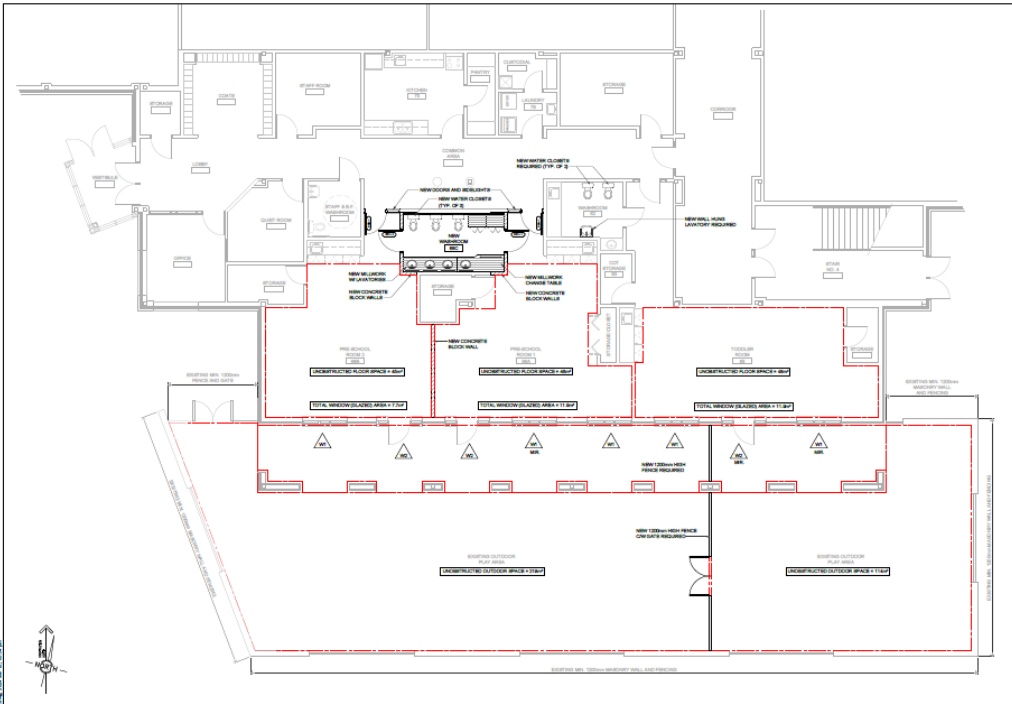
The legal description for these lands, located at 1300 Oxford Street E and owned by the London District Catholic School Board, are as follows:

PIN: 08105-0400 (LT)

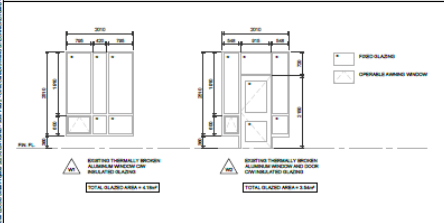
PART LOT 8, CONCESSION 2, DESIGNATED AS PARTS 1 TO 6 INCLUSIVE 33R-9333 EXCEPT PARTS 5,6,7,11 & 12 ON EXPROPRIATION PLAN ER1545508 & EXCEPT PART 5, 33R21587; SUBJECT TO 863952; SUBJECT TO AN EASEMENT OVER PARTS 2,3,8,,9,10,13 & 14 ON EXPROPRIATION PLAN ER1545508 AS IN ER1545508; SUBJECT TO AN EASEMENT OVER PARTS 1,4,13 & 14 ON EXPROPRIATION PLAN ER1545508 AS IN ER1545508; LONDON/LONDON TOWNSHIP

A site plan for the Lands and floor plans for Project are attached as Schedule A(1) hereto.

SCHEDULE A (1)



1 PARTIAL GROUND FLOOR PLAN - CHILD CARE CENTRE - RENOVATION OPTION #2



2 EXISTING WINDOW ELEVATIONS

ROOM	PERMITTED GROUP AND WATER CLOSET AND LAUNDRY	REQUIRED BY OTHER CODES AND LAUNDRY	PROVIDED BY OTHER CODES AND LAUNDRY	REMARKS
WASHROOM	18	2 WASH CLOSET	2 WASH CLOSET	1 WASH CLOSET REQUIRED IN EXISTING KITCHEN
PRE-SCHOOL ROOM #8	18	2 WASH CLOSET	2 CHANGE TABLE WITH LAY	1 WASH CLOSET REQUIRED IN EXISTING KITCHEN
PRE-SCHOOL ROOM #9	18	2 WASH CLOSET	2 CHANGE TABLE WITH LAY	1 WASH CLOSET REQUIRED IN EXISTING KITCHEN

NEW WASHROOM #2 - FULL RENOVATION OPTION
 1 WASH CLOSET
 2 WASH CLOSET
 2 CHANGE TABLE WITH LAY
 1 WASH CLOSET REQUIRED IN EXISTING KITCHEN

3 NEW WASHROOM #2 ALTERNATE FULL RENOVATION OPTION

LEGEND	DESCRIPTION
[Symbol]	ROOM NAME (NUMBER TAG)
[Symbol]	REVISION TO BE MADE TO EXISTING NON-COMBUSTIBLE WALL PANEL
[Symbol]	OUTLINE OF EXISTING FLOOR FINISH / UNCONSTRUCTED FLOOR FINISH

CHILD CARE AND EARLY YEARS ACT (2014) REQUIREMENTS

PLAY ACTIVITY ROOMS / AREAS	REQUIRED	PROVIDED
MAX. GROUP SIZE	15 PERMITTED	15
UNCONSTRUCTED FLOOR SPACE (SMP) (CHCLS)	8.5 MP	8.5 MP
UNCONSTRUCTED FLOOR SPACE (SMP) (CHCLS)	8.5 MP	11.5 MP
UNCONSTRUCTED WINDOW AREA (1% OF FLOOR AREA)	8.5 MP	11.5 MP

PRE-SCHOOL ROOM #1	REQUIRED	PROVIDED
MAX. GROUP SIZE	24 PERMITTED	15.000 MP
UNCONSTRUCTED FLOOR SPACE (SMP) (CHCLS)	8.5 MP	8.5 MP
UNCONSTRUCTED FLOOR SPACE (SMP) (CHCLS)	13.4 MP	23.4 MP
UNCONSTRUCTED WINDOW AREA (1% OF FLOOR AREA)	8.5 MP	11.5 MP

PRE-SCHOOL ROOM #2	REQUIRED	PROVIDED
MAX. GROUP SIZE	24 PERMITTED	15.000 MP
UNCONSTRUCTED FLOOR SPACE (SMP) (CHCLS)	8.5 MP	8.5 MP
UNCONSTRUCTED FLOOR SPACE (SMP) (CHCLS)	13.4 MP	23.4 MP
UNCONSTRUCTED WINDOW AREA (1% OF FLOOR AREA)	8.5 MP	11.5 MP

OTHER ROOMS / AREAS
 REQUIRED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR EXERCISE ROOM.
 LOCKED CHILD CARE CENTRE THAT OPERATES FOR 85 HOURS OR MORE PER DAY MUST PROVIDE TO PREPARE FOOD AT THE LOCKED CHILD CARE CENTRE MUST HAVE A SPACE DESIGNATED FOR THE DISTRIBUTION OF FOOD.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR EXERCISE ROOM.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE DISTRIBUTION OF FOOD.

OTHER ROOMS / AREAS
 REQUIRED: THE CHILD CARE AND EARLY YEARS ACT (2014) DOES NOT SET OUT REQUIREMENTS SPECIFIC TO LAUNDRY ROOM.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR EXERCISE ROOM.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE DISTRIBUTION OF FOOD.

OTHER ROOMS / AREAS
 REQUIRED: 100% LOCKED CHILD CARE CENTRE THAT OPERATES FOR 85 HOURS OR MORE PER DAY MUST HAVE A DESIGNATED STAFF REST AREA.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR EXERCISE ROOM.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE DISTRIBUTION OF FOOD.

OTHER ROOMS / AREAS
 REQUIRED: 100% LOCKED CHILD CARE CENTRE THAT OPERATES FOR 85 HOURS OR MORE PER DAY MUST HAVE A DESIGNATED STAFF REST AREA.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR EXERCISE ROOM.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE DISTRIBUTION OF FOOD.

OTHER ROOMS / AREAS
 REQUIRED: 100% LOCKED CHILD CARE CENTRE THAT OPERATES FOR 85 HOURS OR MORE PER DAY MUST HAVE A DESIGNATED STAFF REST AREA.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR EXERCISE ROOM.
 PROVIDED: 100% LOCKED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE DISTRIBUTION OF FOOD.

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John Paul II Catholic Secondary School
 PARTIAL GROUND FLOOR PLAN - CHILD CARE CENTRE
 RENOVATION OPTION #2
 DATE: 10/15/2023
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES

A2

CHILD CARE AND EARLY YEARS ACT (2014) REQUIREMENTS

PLAY ACTIVITY ROOMS / AREAS

TODDLER ROOM - 8S:

	<u>REQUIRED</u>	<u>PROVIDED</u>
MAX GROUP SIZE:	15 PERMITTED	15
UNOBSTRUCTED FLOOR SPACE: (2.8m ² / CHILD)	42m ²	48m ²
UNOBSTRUCTED OUTDOOR SPACE: (5.6m ² / CHILD)	84m ²	114m ²
UNOBSTRUCTED WINDOW AREA: (10% OF FLOOR AREA)	5.9m ²	11.9m ²

PRE-SCHOOL ROOM 1 - 88A:

	<u>REQUIRED</u>	<u>PROVIDED</u>
MAX GROUP SIZE:	24 PERMITTED	15 (SEE NOTE)
UNOBSTRUCTED FLOOR SPACE: (2.8m ² / CHILD)	67.2m ²	46m ²
UNOBSTRUCTED OUTDOOR SPACE: (5.6m ² / CHILD)	134.4m ²	219m ²
UNOBSTRUCTED WINDOW AREA: (10% OF FLOOR AREA)	5.2m ²	11.9m ²

NOTE: PROVIDED GROUP SIZE IS DETERMINED BY THE AVAILABLE WATER CLOSET AND LAVATORY FIXTURES PROVIDED. REFER TO PLUMBING FIXTURE REQUIREMENTS CHART ON THIS PAGE.

PRE-SCHOOL ROOM 2 - 88B:

	<u>REQUIRED</u>	<u>PROVIDED</u>
MAX GROUP SIZE:	24 PERMITTED	15 (SEE NOTE)
UNOBSTRUCTED FLOOR SPACE: (2.8m ² / CHILD)	67.2m ²	45m ²
UNOBSTRUCTED OUTDOOR SPACE: (5.6m ² / CHILD)	134.4m ²	219m ²
UNOBSTRUCTED WINDOW AREA: (10% OF FLOOR AREA)	4.9m ²	7.7m ²

NOTE: PROVIDED GROUP SIZE IS DETERMINED BY THE AVAILABLE WATER CLOSET AND LAVATORY FIXTURES PROVIDED. REFER TO PLUMBING FIXTURE REQUIREMENTS CHART ON THIS PAGE.

OTHER ROOMS / AREAS

KITCHEN - 7S:

REQUIRED: EVERY LICENSED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR STORING FOOD.

LICENSED CHILD CARE CENTRES THAT OPERATE FOR SIX HOURS OR MORE IN A DAY THAT CHOOSE TO PREPARE FOOD AT THE LICENSED CHILD CARE CENTRE MUST HAVE A SPACE DESIGNATED FOR THE PREPARATION OF FOOD.

PROVIDED: EXISTING KITCHEN AND FOOD STORAGE PANTRY IS PROVIDED AS REQUIRED.

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CORNERSTONE
ARCHITECTURE



LONDON DISTRICT
Catholic School
BOARD

School

60 Oxford St E, London, ON

Drawn By: BC
Revised: 2024-6-12

LAUNDRY 79:	
REQUIRED:	THE CHILD CARE AND EARLY YEARS ACT (2014) <u>DOES NOT</u> SET OUT REQUIREMENTS SPECIFIC TO LAUNDRY ROOMS.
PROVIDED:	EXISTING LAUNDRY ROOM IS PROVIDED.
STAFF REST AREA:	
REQUIRED:	LICENSED CHILD CARE CENTRES THAT OPERATE FOR SIX HOURS OR MORE PER DAY MUST HAVE A DESIGNATED STAFF REST AREA.
PROVIDED:	EXISTING STAFF ROOM IS PROVIDED AS REQUIRED.
OFFICE AREA/STORAGE OF HARD COPY RECORDS:	
REQUIRED:	LICENSED CHILD CARE CENTRES THAT OPERATE FOR SIX HOURS OR MORE PER DAY MUST HAVE SPACE DESIGNATED FOR AN OFFICE AREA. EVERY LICENSED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE STORAGE OF HARD COPY RECORDS, IF NECESSARY.
PROVIDED:	EXISTING OFFICE AND RECORD STORAGE PROVIDED AS REQUIRED.
WASHROOMS:	
REQUIRED:	EVERY LICENSED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR WASHING, DRESSING AND TOILETING. EVERY LICENSED INFANT, TODDLER OR FAMILY AGE GROUP MUST EACH HAVE A TABLE OR COUNTER THAT IS NEXT TO A SINK AND IS SUITABLE FOR DRESSING OR FOR CHANGING A DIAPER.
PROVIDED:	EXISTING STAFF / BARRIER-FREE WASHROOM PROVIDED AS REQUIRED. EXISTING WASHROOM 82 SERVING TODDLER ROOM 85 CONTAINS A CHANGE TABLE AND ADJACENT SINK AS REQUIRED.
NOTE:	REFER TO PLUMBING FIXTURE REQUIREMENTS CHART ON THIS PAGE FOR ADDITIONAL O.B.C. REQUIREMENTS.
STORAGE:	
REQUIRED:	DESIGNATED AREA THAT IS INACCESSIBLE TO CHILDREN FOR THE STORAGE OF MEDICAL SUPPLIES, CLEANING MATERIALS AND EQUIPMENT AND OTHER ITEMS THAT COULD CAUSE HARM TO A CHILD, SUCH AS POISONOUS OR HAZARDOUS SUBSTANCES. DESIGNATED AREA THAT IS INACCESSIBLE TO CHILDREN FOR THE STORAGE OF HEATING AND ELECTRICAL EQUIPMENT.
PROVIDED:	EXISTING LOCKABLE STORAGE IS PROVIDED IN MULTIPLE LOCATIONS THROUGHOUT THE FACILITY AS REQUIRED.

John Paul II Catholic Secondary School
CHILD CARE CENTRE REVIEW

1300
Project No.: D
109/98

**PARTIAL GROUND FLOOR PLAN - CHILD CARE CENTRE
RENOVATION OPTION #2**

A2

1 PARTIAL GROUND FLOOR PLAN - CHILD CARE CENTRE - RENOVATION OPTION #2

2 EXISTING WINDOW ELEVATIONS

3 NEW WASHROOM 82
42 ALTERNATE FULL RENOVATION OPTION

PLUMBING FIXTURE REQUIREMENTS					
PROGRAM SPACES - O.B.C. 3.7.4.3.(1) & TABLE 3.7.4.3.1					
ROOM	MAX # OF CHILDREN PER WATER CLOSET AND LAVATORY	PERMITTED GROUP SIZE	REQUIRED # OF WATER CLOSETS AND LAVATORIES	PROVIDED # OF WATER CLOSETS AND LAVATORIES	REMARKS
TODDLER ROOM 85	10	15	2 WC / 2 LAV / 1 CHANGE TABLE WITH LAV	2 WC / 2 LAV / 1 CHANGE TABLE WITH LAV	1 NEW WALL-HUNG LAVATORY REQUIRED 2 NEW WATER CLOSETS REQUIRED IN EXISTING ROUGHING
PRE-SCHOOL ROOM 88A	10	15	2 WC / 2 LAV	3 WC / 3 LAV / 1 CHANGE TABLE WITH LAV	NEW WASHROOM SHARED BETWEEN 30 CHILDREN 3 NEW WATER CLOSETS REQUIRED 3 NEW LAVATORIES IN NEW MILLWORK REQUIRED
PRE-SCHOOL ROOM 88B	10	15	2 WC / 2 LAV	1 CHANGE TABLE WITH LAV	1 NEW CHANGE TABLE AND LAVATORY MILLWORK REQUIRED (MAX. 15 CHILDREN PER ROOM)

STAFF WASHROOMS - 3.7.4.2.(9)

1 EXISTING BARRIER-FREE STAFF WASHROOM IS PROVIDED TO SERVE A MAXIMUM OF 10 STAFF

* PERMITTED GROUP SIZE IS DETERMINED BY THE AVAILABLE WATER CLOSET AND LAVATORY FIXTURES PROVIDED.

NEW WASHROOM 82 - FULL RENOVATION OPTION:

- NEW DOOR AND FRAME FROM CORRIDOR TO TODDLER ROOM 85
- REMOVE EAST WALL OF WASHROOM 82, AND BUILD NEW WALL SHIFTED EAST
- 2 NEW WATER CLOSETS
- 2 NEW LAVATORIES IN NEW MILLWORK
- NEW CHANGE TABLE MILLWORK WITH LAVATORY
- NEW STORAGE CABINETS

SCHEDULE B

Child Care Centre Components

Child care is licenced by the Ministry of Education under the Child Care and Early Years, Act 2014. The Project must meet licensing requirements as determined by the Ministry of Education.

The existing space will be reconfigured to be licensed as a child care capacity of 45 children:

Classroom 1: 15 toddlers

Classroom 2: 15 preschoolers

Classroom 3: 15 preschoolers

The renovations must meet minimum licensing requirements, and where the budget allows, utilize recommendations identified in the document entitled “Planning and Design Guidelines for Licensed Child Care Centres, 2022”, Province of Ontario, 2022 to support the creation of high-quality, affordable and inclusive child care centres that are:

- child and *family-centred*;
- environmentally safe and secure;
- culturally relevant;
- supportive of children’s learning, development and well-being;
- aesthetically pleasing;
- functional in their design; and
- cost-effective to operate.

The renovation will include:

- Demolition
- Millwork
- Exterior play areas –includes removal of garden beds and pavers and provides new sod.
- Extensive kitchen and washroom upgrades to increase capacity, including:
 - Renovation of the whole kitchen
 - New flooring in play areas and kitchen
 - Additional washrooms for preschool
 - Toilets/Sinks
 - Stainless countertops in kitchen
 - Wall installation between preschool and toddler areas
 - Electrical/mechanical upgrades
 - Equipment
 - Installation of a kitchen hood with fire suppression system
 - Ceiling repairs
 - Painting