



Council Minutes

15th Meeting of City Council
August 28, 2018, 4:00 PM

Present: Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, J. Zaifman
Absent: B. Armstrong
Also Present: M. Hayward, A. Anderson, B. Card, I. Collins, B. Coxhead, S. Datars Bere, P. Foto, G. Kotsifas, L. Loubert, D. O'Brien, M. Ribera, K. Scherr, M. Schulthess, E. Skalski, C. Smith, M. Tomazincic, B. Warner and B. Westlake-Power.

The meeting is called to order at 4:05 PM.

1. Disclosures of Pecuniary Interest

Councillor T. Park discloses a pecuniary interest in clause 3.4 of the 13th Report of the Planning and Environment Committee, having to do with the property located at 391 South Street, and the related Bill No. 541 by indicating that her family owns property in the area. Councillor T. Park also discloses a pecuniary interest in clauses 2 and 3 of the 15th Report of the Council in Closed Session, having to do with properties located at 32 and 34 Wellington Street, respectively, and the related Bill No.'s 542 and 543, by indicating that her family owns property in the area.

Councillor S. Turner discloses a pecuniary interest in clauses 2 and 3 of the 15th Report of the Council in Closed Session, having to do with properties located at 32 and 34 Wellington Street, respectively, and the related Bill No.'s 542 and 543, by indicating that his family owns property within 500 m of the subject properties.

Councillor V. Ridley discloses a pecuniary interest in clauses 2 and 3 of the 15th Report of the Council in Closed Session, having to do with properties located at 32 and 34 Wellington Street, respectively, and the related Bill No.'s 542 and 543, by indicating that her family owns property in the area.

2. Recognitions

His Worship the Mayor, on behalf of Council, presents the 2018 Queen Elizabeth Scholarships to Kai Sun, from A.B. Lucas Secondary School (average 98.50%) and Robert Nadal from Sir Wilfrid Laurier Secondary School (average 98.17%)

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: T. Park
Seconded by: H. Usher

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

4.1 Land Disposition/Solicitor-Client Privileged Advice

A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed disposition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed disposition of land; commercial and

financial information supplied in confidence pertaining to the proposed disposition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed disposition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed disposition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed disposition. (6.1/15/CSC)

4.2 Land Disposition/Solicitor-Client Privileged Advice

A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition. (6.2/15/CSC)

4.3 Land Disposition/Solicitor-Client Privileged Advice

A matter to be considered for the purpose of instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition. (6.3/15/CSC)

4.4 Labour Relations/Employee Negotiations/Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.4/15/CSC)

4.5 Labour Relations/Employee Negotiations/Litigation/Potential Litigation/Solicitor-Client Privileged Advice/Personal Matters/Identifiable Individual

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to the Corporation's associations and unions, and litigation or potential litigation affecting the municipality, and advice which is subject to solicitor client privilege, including communications necessary for that purpose; and a matter pertaining personal matters about an identifiable individual; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications, reports, advice or recommendations of officers and employees of the Corporation necessary for that purpose and directions to officers and employees of the Corporation pertaining to by-law enforcement matters with respect to the City's Vehicle for Hire By-law L.-130-71. (6.5/15/CSC)

4.6 Solicitor-Client Privilege/Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal, and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/13/PEC)

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

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

5.1 14th Meeting held on July 24, 2018

Motion made by: M. Cassidy

Seconded by: M. Salih

That the Minutes of the 14th Meeting held on July 24, 2018, BE APPROVED.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: T. Park
Seconded by: A. Hopkins

That the communication, having to do with a proposed by-law amendment to By-law PH-3, BE REFERRED as noted on the Agenda.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 12th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 12th Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Age Friendly London Progress Report 2018

Motion made by: M. Cassidy

That it BE NOTED that the staff report dated August 14, 2018, with respect to the Age Friendly London Progress Report 2018, was received. (2018-S12)

Motion Passed

3. (3.1) London and Middlesex Housing Corporation Board of Directors

Motion made by: M. Cassidy

That the delegation from J. Peaire, with respect to the London and Middlesex Housing Corporation Board of Directors, BE RECEIVED. (2018-C12)

Motion Passed

4. (3.2) 7th Report of the Accessibility Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 7th Report of the Accessibility Advisory Committee from its meeting held on July 26, 2018:

a) the motion from the Policy Sub-Committee report, from the meeting held on July 10, 2018, with respect to Municipal Council being requested to fully endorse the Outdoor Event Guide, in its entirety, and require that all events held on city-owned land be required to implement all points BE REFERRED to the Civic Administration for review and a report back to the Community and Protective Services Committee in enough time for possible implementation prior to the next events season;

b) that the following actions be taken with respect to the Built Environment Sub-Committee report from its meeting held on July 23, 2018:

i) the Civic Administration BE REQUESTED to update the Complete Streets Design Manual to include the Accessibility Advisory Committee (ACCAC), the Transportation Advisory Committee and the Cycling Advisory Committee in the stakeholder map; and,

ii) the Civic Administration BE ADVISED of the following comments from the ACCAC with respect to the Parks and Recreation Master Plan:

- there should be more accessible programming through partnerships with other community agencies provided;
- there should be consistency and persistence when providing programming; it being noted that it may take time to build up a clientele and will require advertising throughout the community;
- the Master Plan should include the Facility Accessibility Design Standards (FADS) in the list of council-endorsed/approved initiatives; and,
- it should be ensured that all parks and recreation facilities are included in the FADS document;

it being noted that the remainder of the Built Sub-Committee report was received;

c) the Civic Administration BE ADVISED that the Accessibility Advisory Committee (ACCAC) supports, in principle, the idea of issuing wristbands to children with special needs who attend Storybook Gardens in order to communicate to staff that extra assistance may be required; it being noted that the ACCAC wishes to be consulted throughout this development and implementation of this system;

d) a representative from the Committee of Adjustment BE REQUESTED to attend a future meeting of the Accessibility Advisory Committee in order to speak to how often items come

before the Committee that are accessibility-related and how best to ensure that the accessibility lens is applied to these situations;

it being noted that the Notice of Decision from the Committee of Adjustment Submission No.: A.088/18, submitted to the agenda by A. Forrest, was received; and,

e) clauses 1.1, 3.1 to 3.3, 5.3, 6.1 and 6.2, BE RECEIVED;

it being noted that a verbal delegation from M. Cairns, Accessibility Advisory Committee, was received with respect to this matter.

Motion Passed

5. (3.3) 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: M. Cassidy

That the 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on July 19, 2018, BE RECEIVED;

it being noted that the ~~attached~~ presentation from F. Cassar, Diversity, Inclusion and Anti-Oppression Advisory Committee, with respect to this matter, was received.

Motion Passed

6. (3.4) 8th Report of the Animal Welfare Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 8th Report of the Animal Welfare Advisory Committee from its meeting held on August 2, 2018:

a) the following actions be taken with respect to the proposed amendments to the London Animal Control By-law PH-3:

i) the Civic Administration BE REQUESTED to report back to the Animal Welfare Advisory Committee(AWAC) regarding amendments to the London Animal Control By-law PH-3, as previously submitted by the AWAC, as soon as possible;

ii) the Civic Administration BE ADVISED that the AWAC believes there is some urgency with respect to this matter and that the staff report should be expedited for the Community and Protective Services Committee (CPSC) and the Municipal Council's consideration as a private zoo business has stated its intent to, and has reportedly been working to establish, a facility in London;

b) the following actions be taken with respect to potential amendments to the Zoning By-law regarding Licensing in Homes for Pet Related Services:

i) the Civic Administration BE ADVISED of the following comments from Animal Welfare Advisory Committee(AWAC) with respect to the above-noted potential by-law amendments:

standards for good animal welfare should be addressed in terms of physical space, and also caring for these animals such as:

- basic obedience training;

- CPR First Aid;
 - human First Aid;
 - fire and safety measures put in place;
 - sanitation protocol and standards;
 - vaccination and insurance requirements;
 - fence height restriction;
 - education requirements; and,
 - determining whether current business owners are meeting the above standards and, if not, recommend that a timeline be established for compliance;
- ii) the Civic Administration BE REQUESTED to report back to the AWAC with respect to the feasibility of implementing the recommendations above; and,
- c) clauses 1.1, 3.1, 3.2, 4.1 and 5.1, BE RECEIVED.

Motion Passed

7. (4.1) 7th Report of the London Housing Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 7th Report of the London Housing Advisory Committee (LHAC) from its meeting held on July 11, 2018:

- a) the following actions be taken with respect to growing marijuana in apartment buildings:
- i) a representative from Neighbourhood Legal Services BE INVITED to attend the October meeting of the LHAC to speak to the rights and responsibilities of landlords and tenants; and,
 - ii) a representative from Property Management BE INVITED to attend a future meeting of the LHAC with respect to this matter;
- b) the City Clerk BE REQUESTED to consider the addition of a member of the Housing Development Corporation as a non-voting member to the LHAC;
- it being noted that a comprehensive review of all advisory committees is being undertaken by the City Clerk and that the LHAC members were also requested to review the Terms of Reference for the committee;
- c) the Civic Administration BE REQUESTED to make a staff person from the appropriate area available at LHAC meetings when Planning Notices are being reviewed by the committee;
- d) S. Giustizia, J. Browne and D. Purdy BE INVITED to attend the September meeting of the LHAC to discuss the 2018 Shareholder reports;
- e) the Civic Administration BE REQUESTED to provide an update with respect to inclusionary zoning to the LHAC; and,
- f) clauses 1.1, 2.1, 3.1 to 3.4, 6.1 and 6.4, BE RECEIVED.

Motion Passed

8. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at July 30, 2018, BE RECEIVED.

Motion Passed

9. (5.2) Mayor's Meeting With the Accessibility Advisory Committee – Update

Motion made by: M. Cassidy

That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his meeting on June 28, 2018 with members of the Accessibility Advisory Committee:

a) the first two action items on the correspondence, listed below, BE IMPLEMENTED as soon as possible:

- a statement be read at all City Meetings, noted on agendas and signage be posted near the entrance of City Hall and outside Council Chambers that reads: "The City of London is committed to fostering an accessible and inclusive community wherein all members of the public have equitable access to Municipal Council and its activities. To facilitate this environment, the City of London offers supportive devices, communications supports and adaptive technologies to those in attendance and those off-site. If you require assistance, please contact accessibility@london.ca or 519-661-2489 ext. 2425."; and,
- create an active motions list and deferred matters list outlining all former Accessibility Advisory Committee requests; and,

b) the remainder of the above-noted correspondence BE REFERRED to the Civic Administration in order to report back to the Community and Protective Services Committee as soon as possible related to the request(s), including, but not limited to, potential timelines and resource implications. (2018-A22)

Motion Passed

8.2 15th Report of the Corporate Services Committee

Motion made by: J. Helmer

That the 15th Report of the Corporate Services Committee BE APPROVED.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Appointments to the Joint Venture Management Committee for the 4-Pad Arena Complex (Relates to Bill No. 530)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated August 14, 2018 as Appendix "A" BE INTRODUCED at the August 28, 2018 meeting of the Municipal Council to amend By-law No. A.-6567-226, entitled "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands".

Motion Passed

3. (2.2) 2017 Annual Reporting of Lease Financing Agreements

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated August 14, 2018 entitled "2017 Annual Reporting of Lease Financing Agreements" BE RECEIVED for information.

Motion Passed

4. (4.1) Federation of Canadian Municipalities - Standing Committees

Motion made by: J. Helmer

That Councillor V. Ridley BE REIMBURSED for her associated expenses, outside of her annual expense allocation, subject to the annual budget approval process, and in accordance with Council's Travel & Business Expenses Policy for her attendance as an appointed Federation of Canadian Municipalities Standing Committee Member, at the following:

Board of Directors Meeting - September 11-14, 2018 - Annapolis County, NS

Board of Directors Meeting - November 20-23, 2018 - Ottawa, ON

Board of Directors Meeting - March 12-15, 2019 - Penticton, B.C.;

it being noted that the Board of Directors Meeting - March 12-15, 2019 Penticton, B.C. is subject to the re-election of Councillor Ridley on October 22, 2018.

Motion Passed

5. (5.1) Corporate Services Committee Deferred Matters List
Motion made by: J. Helmer
That the Corporate Services Committee Deferred Matters List, as of August 2018, BE RECEIVED.

Motion Passed

8.3 12th Report of the Civic Works Committee

Motion made by: V. Ridley

That the 12th Report of the Civic Works Committee BE APPROVED, excluding Items 3 (2.2), 5 (2.4), 13 (2.12), 14 (2.13), 15 (2.14) and 16 (2.15).

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: V. Ridley

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Transportation Advisory Committee

Motion made by: V. Ridley

That it BE NOTED that the 6th Report of the Transportation Advisory Committee, from its meeting held on July 24, 2018, was received.

Motion Passed

4. (2.3) Wastewater Operations Equipment Replacement - Budget Amendment

Motion made by: V. Ridley

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to budget adjustments for the Wastewater Operations 2018 equipment replacement account:

a) a budget adjustment to increase 2018 funding for project ES508418 Replacement Equipment BE APPROVED in the total amount of \$750,000 to fund ongoing repairs and replacement of equipment; and,

b) the financing for the projects BE APPROVED in accordance with the "Source of Financing Report", as attached to the staff report dated August 13, 2018. (2018-F05A)

Motion Passed

6. (2.5) Commissioners Road West Realignment Environmental Study Report

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the Commissioners Road West Realignment Environmental Assessment:

- (a) the Commissioners Road West Realignment Municipal Class Environmental Study Report BE ACCEPTED;
- (b) a Notice of Study Completion for the project BE FILED with the Municipal Clerk; and,
- (c) the Environmental Study Report BE PLACED on the public record for a 30 day review period. (2018-E05)

Motion Passed

7. (2.6) Community Energy Action Plan - Status Update

Motion made by: V. Ridley

That, on the recommendation of the Director of Environment, Fleet and Solid Waste, the staff report dated August 13, 2018, with respect to an update on the status of the Community Energy Action Plan activities BE RECEIVED for information. (2018-E17)

Motion Passed

8. (2.7) Corporate Energy Management Program Update

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environment & Engineering Services and City Engineer and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the Corporate Energy Management Program Update report dated August 13, 2018, BE RECEIVED. (2018-E17)

Motion Passed

9. (2.8) 2017 Community Energy and Greenhouse Gas Inventory

Motion made by: V. Ridley

That, on the recommendation of the Director, Environment, Fleet & Solid Waste the 2017 Community Energy & Greenhouse Gas Inventory report dated August 13, 2018, BE RECEIVED. (2018-E17)

Motion Passed

10. (2.9) East London Sanitary Servicing Study - Municipal Class Environmental Assessment - Notice of Completion

Motion made by: V. Ridley

That, on the recommendation of the Managing Director Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the East London Sanitary Servicing Study:

(a) the preferred treatment and collection servicing alternatives, as outlined in the staff report dated August 13, 2018 BE ACCEPTED in accordance with the Schedule B Municipal Class Environmental Assessment process requirements;

(b) a Notice of Completion BE FILED with the Municipal Clerk; and,

(c) the Municipal Class Environmental Assessment Schedule B project file for the East London Sanitary Servicing Study BE PLACED on the public record for a 30-day review period. (2018-E05)

Motion Passed

11. (2.10) Appointment of Consulting Engineer - Vauxhall Wastewater Treatment Plant - Class EA for Capacity Upgrades

Motion made by: V. Ridley

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the assignment of consulting services for the completion of the Municipal Class Environmental Assessment to increase of the treatment capacity of the Vauxhall Wastewater Treatment Plant:

a) CH2M Hill Canada Limited BE APPOINTED consulting engineers at a cost of \$200,694.00, including 20% contingency, excluding HST, and in accordance with Section 15.2 d) of the City of London's Procurement of Goods and Services Policy;

b) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report" as attached to the staff report dated August 13, 2018;

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. (2018-E03)

Motion Passed

12. (2.11) Irregular Result Request for Tender (RFT) 18-82, 72 inch Out-Front Deck Rotary Mowers

Motion made by: V. Ridley

That, on the recommendation of the Managing Director,
Environmental & Engineering Services and City Engineer,

- a) the Request for Tender 18-82 to purchase eight (8) F3990 Out-Front Rotary Mowers with a 72" cutting deck for \$198,400, excluding HST, from Hyde Park Equipment, 2034 Mallard Rd, London, Ontario, N6H 5L8 BE ACCEPTED;
- b) funding for this purchase BE APPROVED as set out in the Source of Financing Report as ~~attached~~ to the staff report dated August 13, 2018;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2018-F18)

Motion Passed

17. (4.1) Springhill Flowers Street Renaming - Portion of Pleasantview Drive (From South Wenige Drive to Rolling acres) to Rollingacres Drive and Pleasantview Drive (South of Waterwheel Road) to Pleasantview Court

Motion made by: V. Ridley

That, on the recommendation of the Director, Development Services, a public meeting for the proposed renaming of the portion of Pleasantview Drive (between South Wenige Drive and Rollingacres Drive) to Rollingacres Drive and the portion of Pleasantview Drive (south of Waterwheel Drive) to Pleasantview Court, BE SCHEDULED, it being noted that:

- the Applicant will be required to pay for the cost of the advertising and change of street name signage; and,
- the Applicant will be required to compensate any property owner in the amount of \$200.00, for incurred costs associated with the municipal address change as a result of the street name change. (2018-D29)

Motion Passed

18. (5.1) Deferred Matters List

Motion made by: V. Ridley

That the Civic Works Committee Deferred List, as of August 2, 2018, BE RECEIVED.

Motion Passed

19. (5.2) Meg Drive Watermain Break

Motion made by: V. Ridley

That it BE NOTED Councillor H. Usher enquired about the water break on Meg Drive and expressed concern with respect to

communication, the Managing Director, Environmental & Engineering Services and City Engineer advised that staff will review the communication process to ensure that residents are notified in a timely manner.

Motion Passed

3. (2.2) Amendments to the Traffic and Parking By-law (Relates to Bill No. 527)

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law as appended to the staff report dated August 13, 2018, BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018, to amend the Traffic and Parking By-law (PS-113). (2018-T08)

Motion made by: V. Ridley

Seconded by: S. Turner

That the proposed by-law to amend the Traffic and Parking By-law, in accordance with the recommendation in the staff report dated August 13, 2018 BE REFERRED to the Municipal Council meeting to be held on September 18, 2018 for introduction, to provide an opportunity for the Civic Administration to carry out necessary technical amendments to the by-law.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

5. (2.4) Contract Award - Tender RFT 18-73 - Wilton Grove Sanitary Sewer Replacement

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the award of contracts for the replacement of the Wilton Grove Road Sanitary Sewer:

a) the bid submitted by Bre-Ex Construction Inc., 247 Exeter Road, London, ON, N6L 1A5, at its tendered price of \$4,597,122.40 excluding H.S.T., for the replacement of the Wilton Grove Road Sanitary Sewer, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of seven bids received and meets the City's specifications and requirements in all areas;

b) Parsons Corporation BE APPOINTED Consulting Engineers to complete the construction administration and supervision for the Wilton Grove Road Sanitary Sewer Replacement in accordance with the estimate, on file, at an upset amount of \$408,095.60, including 10% contingency, excluding H.S.T., and in accordance

with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report" included with the staff report dated August 13, 2018;

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; and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-F18/E01)

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

13. (2.12) Provincial Maintenance Standards for Municipal Highways - Amendments 2018 (Relates to Bill No. 528)

Motion made by: V. Ridley

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Provincial Minimum Maintenance Standards for Municipal Highways:

a) the Municipal Act, 2001, O.Reg. 239/02, Minimum Maintenance Standards for Municipal Highways BE ADOPTED as the City of London's Minimum Maintenance Standards for Highways;

b) the City of London's Quality Standard for Sidewalk Winter Maintenance and Maintenance Guideline for Sidewalks BE REPLACED with the Municipal Act, 2001, O.Reg. 239/02, Minimum Maintenance Standards for Municipal Highways;

c) the Civic Administration BE DIRECTED to bring forward a business case for consideration as part for the 2019 budget process with respect to additional costs as a result of part a), above; and,

d) the by-law as appended to the staff report dated August 13, 2018 BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018, to delegate authority to the City Engineer or City Engineer's designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purpose of administering the Municipal Act, 2001, O.Reg. 239/02, Minimum Maintenance Standards for Municipal Highways;

it being noted that the total cost of this service is \$410,000 annually, not the per kilometer cost as indicated in the report. (2018-T06)

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

14. (2.13) 2018-2019 Transport Canada - Rail Safety Improvement Program Agreement for Grade Crossing Improvements (Relates to Bill No. 529)

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the 2018-2019 Rail Safety Improvement Program Funding:

a) the proposed by-law as appended to the staff report dated August 13, 2018 BE INTRODUCED at the Municipal Council meeting to be held August 28, 2018 to:

i) authorize and approve an Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport ("Canada") and The Corporation of the City of London for the Rail Safety Improvement Program for Grade Crossing Improvements; and,

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

b) the Civic Administration BE DIRECTED to take all necessary steps to implement the improvements identified in the City of London's application for the Rail Safety Improvement Program funding. (2018-T10)

Amendment:

Motion made by: V. Ridley

Seconded by: M. Cassidy

Amend part a) to read as follows:

a) the attached proposed by-law be INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to:

i) authorize and approve an Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport ("Canada") and The Corporation of the City of London for the Rail Safety Improvement Program for Grade Crossing Improvements; and,

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

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Amendment:

Motion made by: V. Ridley

Seconded by: H. Usher

That clause 14 BE APPROVED, as amended.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Item 14, clause 2.13, as amended reads as follows:

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the 2018-2019 Rail Safety Improvement Program Funding:

a) the attached proposed by-law be INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to:

i) authorize and approve an Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport ("Canada") and The Corporation of the City of London for the Rail Safety Improvement Program for Grade Crossing Improvements; and,

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

b) the Civic Administration BE DIRECTED to take all necessary steps to implement the improvements identified in the City of London's application for the Rail Safety Improvement Program funding. (2018-T10)

15. (3.1) Complete Streets Design Manual

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the City of London Complete Streets Design Manual:

(a) the Complete Streets Design Manual, as summarized in the Executive Summary included in the staff report dated August 13, 2018 BE APPROVED, as the basis for planning and design of City streets; it being noted that the Manual will be subject to future periodic updates; and,

(b) the Design Specifications and Requirements Manual BE UPDATED based on the Complete Streets Design Manual and in coordination with the Design Specifications and Requirements Manual update process;

it being noted that the Civic Works Committee received the ~~attached~~ presentation, from M. Morris, Engineer.(2018-T05)

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

16. (3.2) Adelaide Street North - Canadian Pacific Railway Grade Separation - Environmental Study Report

Motion made by: V. Ridley

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions BE TAKEN with respect to the Adelaide Street North/Canadian Pacific Railway Grade Separation Municipal Class Environmental Assessment:

- a) the Adelaide Street North/Canadian Pacific Railway Grade Separation Municipal Class Environmental Study Report BE ACCEPTED;
- b) a notice of completion for the project BE FILED with the Municipal Clerk; and,
- c) the Environmental Study Report BE PLACED on the public record for a 30-day public review period;

it being noted that the Civic Works Committee received the ~~attached~~ presentation, from D. MacRae, Division Manager, Transportation Planning and Design. (2018-E05/T10)

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

- 8.4 13th Report of the Planning and Environment Committee

At 5:40 PM, Councillor P. Squire leaves the meeting.

Motion made by: S. Turner

That the 13th Report of the Planning and Environment Committee BE APPROVED, excluding items 17 (3.1) and 20 (3.4).

Yeas: (13): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong, P. Squire

Motion Passed (13 to 0)

At 5:43 PM, Councillor P. Squire enters the meeting.

1. Disclosures of Pecuniary Interest

Motion made by: S. Turner

That it BE NOTED that Councillor T. Park disclosed a pecuniary interest in clause 3.4 of this Report, having to do with the property

located at 391 South Street, by indicating that her family owns property in the area.

Motion Passed

2. (2.1) Update on Regulations for the Promoting Affordable Housing Act, 2016 (Inclusionary Zoning)

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to Inclusionary Zoning for the delivery of affordable housing:

- a) the staff report dated August 13, 2018 entitled "Update on Regulations for the Promoting Affordable Housing Act, 2016 (Inclusionary Zoning) BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to report back to the Planning and Environment Committee outlining options and approaches to implement Inclusionary Zoning in London, following consultation with the London Home Builders Association and the London Development Institute; and,
- c) the Civic Administration BE DIRECTED to prepare a draft Municipal Assessment Report to establish a framework for policies for Inclusionary Zoning. (2018-S11)

Motion Passed

3. (2.2) Local Planning Appeal Tribunal Process Report

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, and the Managing Director, Development and Compliance Services and Chief Building Official, with the concurrence of the City Clerk and Solicitor II, the following actions be taken with respect to the Local Planning Appeal Tribunal process:

- a) the staff report dated August 13, 2018, entitled "Local Planning Appeal Tribunal Process Report" BE RECEIVED for information; and,
- b) the Civic Administration BE DIRECTED to initiate the processes outlined as noted in clause a) above. (2018-L01)

Motion Passed

4. (2.3) ReThink Zoning Terms of Reference

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, the staff report dated August 13, 2018 entitled "ReThink Zoning Terms of Reference" and the draft Terms of Reference BE RECEIVED for information and BE CIRCULATED to stakeholders, agencies and the public for the purposes of receiving comments; it being noted that the final Terms of Reference will be brought before a future meeting of the Planning and Environment

Committee for approval following the consultations with stakeholders, agencies and the public. (2018-C01A)

Motion Passed

5. (2.5) Process to Consider Privately-Initiated Applications for Official Plan Amendments

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, with the concurrence of the City Clerk, the staff report dated August 18, 2018, entitled "Process to Consider Privately-initiated Applications for Official Plan Amendments" BE RECEIVED for information. (2018-D09)

Motion Passed

6. (2.6) Planning Services and Development Services Application Fees and Charges Update

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner and the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the Planning Services and Development Services application fees and charges review:

- a) the staff report dated August 13, 2018, entitled "Planning Services and Development Services Application Fees and Charges update" regarding the Planning Services and Development Services fee review BE RECEIVED for information; and,
- b) this item BE REMOVED from the Planning and Environment Committee Deferred Matters list (Item #3 of the May 28, 2018 PEC report); it being noted that a public participation meeting will be held at the Strategic Priorities and Policy Committee on September 17, 2018, with respect to this matter. (2018-F21)

Motion Passed

7. (2.7) Application - Creekview Subdivision - Phase 3 - Special Provisions (39T-05512)

Motion made by: S. Turner

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Landea North Developments Inc. and Landea Developments Inc., for the subdivision of land over Part of Lot 22, Concession 5, (Township of London), City of London, County of Middlesex, situated on the south side of the Sunningdale Road West, west of Wonderland Road, municipally known as 1196 Sunningdale Road West:

- a) the Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Landea North Developments Inc. and Landea Developments Inc., for the Creekview Subdivision, Phase 3 (39T-05512) appended to

the staff report dated August 13, 2018 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated August 13, 2018 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated August 13, 2018 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2018-D09)

Motion Passed

8. (2.8) Application - West 5 Subdivision - Phase 3 - Special Provisions (39T-14503)

Motion made by: S. Turner

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Sifton Properties Limited, for the subdivision of land over Part of Lots 49 and 50, Concession B, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Oxford Street West, east of Riverbend Road, west of Kains Road, and south of Shore Road, municipally known as 1300 Riverbend Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited, for the West 5 Subdivision, Phase 3 (39T-14503) appended to the staff report dated August 13, 2018 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated August 13, 2018 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated August 13, 2018 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2018-D09)

Motion Passed

9. (2.10) Application - 2313 and 2373 Callingham Drive - Removal of Holding Provision (H-8929) (Relates to Bill No. 536)

Motion made by: S. Turner

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to the application of Town & Country Developments Inc., relating to the properties located at 2313 and 2373 Callingham Drive, the proposed by-law appended to the staff report dated August 13, 2018 as Appendix “A” BE INTRODUCED at the Municipal Council

meeting to be held on August 28, 2018 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R4 (h•R4-6) Zone TO a Residential R4 (R4-6) Zone to remove the “h” holding provision. (2018-D09)

Motion Passed

10. (2.11) Application - 1826 and 1854 Oxford Street West - Removal of Holding Provisions (h and h-11) (H-8895) (Relates to Bill No. 537)

Motion made by: S. Turner

That, on the recommendation of the Planner II, Development Planning, based on the application of Oxford West Gateway Inc., c/o Laverne Kirkness, relating to the properties located at 1826 and 1854 Oxford Street West, the proposed by-law appended to the staff report dated August 13, 2018 BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Community Shopping Area Special Provision (h*h-11*CSA5(6)) Zone TO a Community Shopping Area Special Provision (CSA5(6)) Zone to remove the h. and h-11 holding provisions. (2018-D09)

Motion Passed

11. (2.12) Application - 164 Sherwood Forest Square - Removal of Holding Provision (H-8913) (Relates to Bill No. 538)

Motion made by: S. Turner

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to the application of Ben Cameron Consulting Inc., relating to the property located at 164 Sherwood Forest Square, the proposed by-law appended to the staff report dated August 13, 2018 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R8 Special Provision (h-5•h-11•h-179•R8-4(26)) Zone TO a Residential R8 Special Provision (R8-4(26)) Zone to remove the h-5, h-11, and h-179 holding provisions. (2018-D09)

Motion Passed

12. (2.13) Application - 728, 730, 742 and 744 Dundas Street - Removal of Holding Provisions (h-67) and (H-8925) (Relates to Bill No. 539)

Motion made by: S. Turner

That, on the recommendation of the Senior Planner, Development Services, based on the application by Indwell Community Homes, relating to lands located at 728, 730, 742 and 744 Dundas Street, the proposed by-law appended to the staff report dated August 13, 2018 as Appendix “A” BE INTRODUCED at the Municipal Council

meeting to be held on August 28, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Business District Commercial Special Provision (h-67•BDC(19)•D250• H46•B-12) Zone TO a Business District Commercial Special Provision (BDC(19)•D250•H46•B-12) Zone to remove the h-67 holding provision. (2018-D09)

Motion Passed

13. (2.14) Application - 1100 Upperpoint Boulevard/1854 Oxford Street West - Removal of Holding Provisions (h and h-209) (H-8906) (Relates to Bill No. 540)

Motion made by: S. Turner

That, on the recommendation of the Manager, Development Planning, based on the application by Sifton Properties Limited, relating to lands located at 1100 Upperpoint Boulevard, the proposed by-law appended to the staff report dated August 13, 2018 BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5 / Residential R6 / Residential R7 / Residential R8 (h.*h-209*R5-7/R6-5/R7 D75 H15/R8-4) Zone TO a Residential R5 / Residential R6 / Residential R7 / Residential R8 (R5-7/R6-5/R7 D75 H15/R8-4) Zone to remove the h and h-209 holding provisions. (2018-D09)

Motion Passed

14. (2.15) Building Division Monthly Report for June 2018

Motion made by: S. Turner

That the Building Division Monthly Report for the month of June, 2018 BE RECEIVED for information. (2018-F-21)

Motion Passed

15. (2.4) Application - 1631-1649 Richmond Street

Motion made by: S. Turner

That, the Civic Administration BE AUTHORIZED to accept and process Zoning By-law Amendment and Official Plan Amendment applications submitted by Zelinka Priamo Ltd., for the properties located at 1631 to 1649 Richmond Street; it being noted that the Planning and Environment Committee heard a verbal presentation and reviewed and received a communication dated July 26, 2018, from H. Froussios, Senior Associate, Zelinka Priamo Ltd., with respect to these matters. (2018-D09)

Motion Passed

16. (2.9) Application - 2427 Daisy Bend and 3025 Doyle Drive - Removal of Holding Provisions (H-8907) (Relates to Bill No. 535)

Motion made by: S. Turner

That, on the recommendation of the Senior Planner, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 2427 Daisy Bend and 3025 Doyle Drive, the proposed by-law appended to the staff report dated August 13, 2018 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6 (h•h-54•R5-4/R6-5) Zone TO a Residential R5/R6 (R5-4/R6-5) Zone to remove the h and h-54 holding provisions. (2018-D09)

Motion Passed

18. (3.2) Capital Works Claim - Riverbend Meadows Phase 3 (33M-654)

Motion made by: S. Turner

That, on the recommendation of the Director, Development Services, the request for additional payment on the Capital Works Budget claim under 33M-654 Riverbend Meadows Phase 3 BE DISMISSED and no further action BE TAKEN as the original claim amount has been paid out in accordance with the Subdivision Agreement provisions; it being noted that the Planning and Environment Committee heard a verbal presentation from C. Linton, Developro Land Services Inc., with respect to this matter.

Motion Passed

19. (3.3) Application - 131 King Street (Z-8902)

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of York Development, relating to the property located at 131 King Street:

a) the comments received from the public during the public engagement process appended to the staff report dated August 13, 2018 as Appendix "A" BE RECEIVED;

b) Planning staff BE DIRECTED to make the necessary arrangements to hold a future public participation meeting regarding the above-noted application in accordance with the Planning Act, R.S.O 1990, c.P. 13;

it being noted that staff will continue to process the application and will consider the public, agency, and other feedback received during the review of the subject application as part of the staff evaluation to be presented at a future public participation meeting;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2018-D09)

Motion Passed

21. (3.5) 2427 Daisy Bend and 3025 Doyle (39CD-18509)

Motion made by: S. Turner

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the application of Sifton Properties Limited, relating to the lands located at 2427 Daisy Bend and 3025 Doyle Drive:

a) the Approval Authority BE ADVISED that the following issues were raised by the public at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the properties located at 2427 Daisy Bend and 3025 Doyle Drive:

- i) the installation of townhomes across from single existing family residences;
- ii) concerns with respect to the proposed wrought iron fence;
- iii) requesting a stone wall instead of a wrought iron fence;
- iv) requesting trees, such as Blue Spruce, to be planted;
- v) requesting the applicant work with the neighbours;
- vi) requesting a wider circulation for Notices; and,
- vii) requesting privacy when they sit on their front porches;

b) the Approval Authority BE ADVISED that the following issues were raised by the Planning and Environment Committee members at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the properties located at 2427 Daisy Bend and 3025 Doyle Drive:

- i) requesting boulevard trees be planted;

c) the Approval Authority BE ADVISED that the following issues were raised by the public at the public meeting with respect to the Site Plan Approval application relating to the property located at 2427 Daisy Bend and 3025 Doyle Drive:

- i) concerns with respect to the proposed wrought iron fence;
- ii) requesting a stone wall instead of a wrought iron fence;
- iii) requesting boulevard trees, such as Blue Spruce, to be planted;
- iv) requesting the applicant work with the neighbours;
- v) requesting a wider circulation for Notices; and,
- vi) requesting privacy when they sit on their front porches;

d) the Approval Authority BE ADVISED that the following issues were raised by the Planning and Environment Committee members at the public meeting with respect to the Site Plan Approval application relating to the property located at 2427 Daisy Bend and 3025 Doyle Drive:

- i) requesting boulevard trees be planted;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2018-D09)

22. (3.6) Application - 1146 and 1156 Byron Baseline Road (Z-8847)

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of 2186121 Ontario Inc., relating to the properties located at 1146-1156 Byron Baseline Road:

a) the Local Planning Appeal Tribunal BE ADVISED that Municipal Council recommends that the request to amend Zoning By-law No. Z-1 to change the zoning of the subject property FROM a Residential R1 (R1-7) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone, to permit a 4-storey (15 metre) apartment building BE REFUSED for the following reasons:

- i) the requested Zoning By-law Amendment is not consistent with the Provincial Policy Statement;
- ii) the requested Zoning By-law Amendment does not conform to the 1989 Official Plan; and,
- iii) the requested Zoning By-law Amendment does not conform to The London Plan;

b) the Local Planning Appeal Tribunal BE ADVISED that Municipal Council recommends that in the event that the Local Planning Appeal Tribunal allows the appeal in whole or in part, that the Local Planning Appeal Tribunal BE REQUESTED to withhold its Order(s) approving the application until such time as the Tribunal has been advised by the City Solicitor that:

- i) the proposed Zoning By-law Amendment is in a form satisfactory to the City Planner and City Solicitor;
- ii) a hydrogeological report has been completed and all necessary mitigation measures have been implemented to the satisfaction of the City Engineer;
- iii) a Site Plan application has been made and a Site Plan Agreement has been entered into between the City and the owner following a public Site Plan review process;

c) the City Solicitor BE DIRECTED to provide legal and planning or expert witness representation at the Local Planning Appeal Tribunal hearing in support of Municipal Council's position;

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

- a communication dated July 27, 2018, from K. and J. White, 126 October Crescent;
- a communication dated July 30, 2018, from T. and R. Wolf, 399 Lansing Avenue;
- a communication from R. Toft, 34 September Lane;
- a communication dated July 30, 2018, from J. Lee and J. Burkell, 1158 Byron Baseline Road; and,
- a communication from I. and J. Clark, 1044 Griffith Street;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on

the attached public participation meeting record made an oral submission regarding these matters;

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

- the requested Zoning By-law Amendment is not consistent with the Provincial Policy Statement;
- the requested Zoning By-law Amendment does not conform to the 1989 Official Plan; and,
- the requested Zoning By-law Amendment does not conform to The London Plan. (2018-D09)

Motion Passed

23. (4.1) 7th Report of the Trees and Forests Advisory Committee

Motion made by: S. Turner

That, the following actions be taken with respect to the 7th Report of the Trees and Forests Advisory Committee from its meeting held on July 25, 2018:

a) the Civic Administration BE ADVISED of the following comments from the Trees and Forests Advisory Committee with respect to the Parks and Recreation Master Plan:

- it should be ensured that trees continue to populate the City of London as it is “The Forest City” and more trees should be planted in shared recreation spaces;
- it is recommended that a shade policy be created as a task item and implemented under the Parks and Recreation Master Plan;
- selective tree species should be planted in parks and recreation areas to assist with safer shaded areas;
- older trees should be kept and maintained as much as possible and all trees should be properly maintained (watering, trimming, etc.);
- citizens of the City of London should be engaged with respect to what is being done to protect and encourage trees and forests in their area;
- tree-related communities (i.e., ReForest London) should be allowed to use parks and recreation facilities to hold events;
- the Parks and Recreation Master Plan should explicitly recognize the importance of park spaces play in the local environment and that park spaces should be designed in such a way as to enhance the environmental benefits they offer; and,
- it is recommended that a Naturalization Policy be included as a task item under the Parks and Recreation Master Plan;

b) the Civic Administration BE ADVISED of the following comments of the Trees and Forests Advisory Committee with respect to the City of London Tree Protection By-law:

- there should be a standardized form as part of the application package for both the “Arborist Report” and the “Arborist Opinion”;

- the by-law should include a minimum canopy target of 51% of irreversible die back;
- the definition of “Pest” should be revised to include an infestation causing detrimental and irreversible damage to the direct health of a tree;
- the distinctive tree size should be reduced to 25 cm for a permit;
- the definition of “Replacement Tree” should be revised to clarify that “native” is required and that “shade” and “large growing tree” are synonymous;
- golf courses should be added to the exemption list in Section 5 of the by-law; and,
- wildlife values and interests within a tree should be considered more carefully with respect to provincial and federal Acts and Regulations and tied back to the by-law process to ensure a consistent approach;

it being noted that the communication appended to the 7th Report of the Trees and Forests Advisory Committee from the Tree Protection By-law Working Group, with respect to this matter, was received; and,

- c) clauses 1.1, 2.1, 3.1, 3.2 BE RECEIVED.

Motion Passed

24. (4.2) 8th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: S. Turner

That, the following actions be taken with respect to the 8th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on July 19, 2018:

- a) the Working Group comments appended to the 8th Report of the Environmental and Ecological Planning Advisory Committee, relating to the Parks and Recreation Master Plan review BE REFERRED to the Civic Administration for review and consideration; it being noted that the Environmental and Ecological Planning Advisory Committee is willing to assist with the review of the Parks and Recreation Master Plan;
- b) the following actions be taken with respect to the Environmental Impact Study and Hydrogeological Study, relating to the properties located at 3070 Colonel Talbot Road and 3645 Bostwick Road:
 - i) a Working Group BE ESTABLISHED, consisting of S. Levin (lead), R. Trudeau and I. Whiteside to review the Environmental Impact Study and Hydrogeological Study, relating to the properties located at 3070 Colonel Talbot Road and 3645 Bostwick Road; and,
 - ii) the Division Manager, Environmental & Engineering Services, BE REQUESTED to provide a status update on the Dingman Creek Subwatershed study;

it being noted that the Environmental and Ecological Planning Advisory Committee reviewed and received a Notice of Planning application, revised Draft Plan of Subdivision, Official Plan and

Zoning By-law Amendments from N. Pasato, Senior Planner, with respect to this matter;

c) clauses 1.1, 3.1, 3.2, 5.3, 5.4, 6.1 and 6.2 BE RECEIVED.

Motion Passed

17. (3.1) Application - 2156 Highbury Avenue North

Motion made by: T. Park

That, the Civic Administration BE AUTHORIZED to accept and process Zoning By-law Amendment and Official Plan Amendment applications by Chinmaya Mission (Canada), for the property located at 2156 Highbury Avenue North, to add a Neighbourhood Facility zone to the subject property in order to permit a Place of Worship; it being noted that the Planning and Environment Committee heard a verbal presentation from L. Kirkness, Kirkness Consulting, with respect to this matter. (2018-D09)

Yeas: (12): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, V. Ridley, H. Usher, T. Park, and J. Zaifman

Nays: (2): A. Hopkins, and S. Turner

Absent: (0): B. Armstrong

Motion Passed (12 to 2)

20. (3.4) 391 South Street (Z-8803) (Relates to Bill No. 541)

At 5:55 PM, Councillor T. Park leaves the meeting.

Motion made by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, with respect to the application by The Corporation of the City of London, relating to the property located at 391 South Street, the proposed by-law appended to the staff report dated August 13, 2018 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 28, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding Residential R7/ Residential R9/ Regional Facility (h-5*R7* D150*H30/R9-7*H30/RF) Zone TO a holding Residential R8 Special Provision Bonus (h-__*R8-4(__)*B-__) Zone and a holding Residential R9 Special Provision Bonus (h-__*R9-3(__)*H30*B-__) Zone; it being noted that the (B-__) Bonus Zone shall be implemented through one or more agreements to provide for an apartment building height maximum of 23 storeys or 80m (262 ft) with an increased density of up to 705 units per hectare in return for the provision of the following facilities, services, and matters:

a) a high quality development which substantively implements the site plan and renderings as appended to the staff report dated August 13, 2018 as Schedule "1" to the amending by-law, with minor revisions except where described in more detail below:

Lower Podium

i) ensuring that brick is the primary material used to clad the lower podium portion of the building;

- ii) ensuring ground floor units facing the Riverfront Promenade and South Street include individually accessible and externally lockable front door entrances;
- iii) ensuring ground floor units provide walkways that lead to: a City sidewalk, the courtyard, the River Promenade, and the mid-block connection;
- iv) providing for elevated ground floor patios where possible, in order to provide for privacy and increase the livability of the ground floor units;
- v) ensuring the principle entrances into the apartment buildings are prominent and easily identifiable by: introducing a break in the rhythm of massing, including a high level of clear glazing, or through the incorporation of canopies;
- vi) ensuring high quality design of the south elevation with individual unit entrances and private amenity courtyard spaces oriented to the Riverfront Promenade, and avoid blank walls to provide a positive edge with active uses facing the promenade;
- vii) providing a green roof treatment and/or amenity space on top of the lower podium roof;
- viii) provision of all above-ground structured parking within the building entirely screened by active uses;

Courtyard

- i) ensuring that the Colborne Building is appropriately integrated with the proposed courtyard by including entrances, patios, and active ground floor uses;
- ii) utilizing similar materials, treatments and patterns (ie-paving, aerial string lights between new building and Colborne Building, etc) as the proposed SoHo Heritage Square to the north in the design of the proposed courtyard;
- iii) maintaining the vista to the Children's War Memorial Hospital Building from the courtyard, by relocating any artifacts such as the nurse's residence arch from the north of the courtyard to elsewhere in the courtyard;

Upper Podium

- i) incorporating brick is encouraged on the mid-rise (eight storey) portions of the building;
- ii) ensuring that the material and colour palette provides for a cohesive design between all elements of the development including the lower podium, towers, top of towers, and the Colborne Building;

Tower

- i) provision of slender point towers with floor plates less than 800m²;
- ii) ensuring the design of the top of the towers provides interest to the skyline and is well integrated with the design language of the overall development;
- iii) offsetting heights of 19 storeys on the north tower and 23 storeys on the south tower;
- b) conservation, retention and adaptive re-use of the existing heritage designated Colborne Building;
- c) provision of a publicly accessible open space courtyard which substantively implements the concept landscape plan

appended to the staff report dated August 13, 2018 as Schedule “2” to the amending by-law, which features:

- i) a publicly accessible connection over private lands from the SoHo Civic Space to the Riverfront Promenade;
 - ii) enhanced landscaping with the use of trees, shrubs, and various raised planting features;
 - iii) decorative paving reminiscent of the former Hospital uses;
 - iv) provision of publicly accessible seating areas;
 - v) provision of publicly accessible art pieces in accordance with the Public Art policies in section 20.6.3.3 of the Old Victoria Hospital Lands Secondary Plan through the installation of hospital artifacts; and,
- d) provision of two levels of underground parking;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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 (PPS), 2014, which promotes intensification, redevelopment and a compact form in strategic locations to minimize land consumption and servicing costs and provide for a range of housing types and densities to meet projected requirements of current and future residents;
- the adaptive reuse of the existing Colborne Building is consistent with the Provincial Policy Statement, as it encourages a sense of place and preserves important built heritage;
- the recommended amendment conforms to the Old Victoria Hospital Secondary Plan and facilitates the development of one of the Four Corners and a High Rise Residential block, and contributes to the creation of a vibrant mixed-use node;
- the recommended bonus zone provides for an increased density and height in return for a series of bonusable facilities, services and matters that benefit the public in accordance with Section 20.6.3.3 of the Old Victoria Hospital Lands Secondary Plan; and,
- the recommended amendment is appropriate for the site and context, and will implement the vision of the Old Victoria Hospital Secondary Plan on the City-owned lands, and be a catalyst for revitalization of the overall SoHo community. (2018-D09)

Yeas: (13): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and J. Zaifman

Absent: (0): B. Armstrong, T. Park

Motion Passed (13 to 0)

At 6:02 PM, Councillor T. Park returns to the meeting.

9. Added Reports

9.1 15th Report of Council in Closed Session

Councillor H. Usher presents the 15th Report of the Council, in Closed Session.

Motion made by: H. Usher
Seconded by: M. van Holst

That pursuant to Section 17.4 of the Council Procedure By-law, leave be given for discussion and debate and the making of a substantive motion with respect to clause(s) 1 and 4 of the 15th Report of the Council, In Closed Session.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Motion made by: H. Usher
Seconded by: J. Helmer

1. 267 Dundas Street – Canadian Medical Hall of Fame – Lease Extension Agreement

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the attached Lease Extension Agreement, between The Corporation of the City of London and the Canadian Medical Hall of Fame (CMHF) relating to a portion of the J. Allyn Taylor building located at 267 Dundas Street, for a four (4) month term ending July 31, 2019, BE ACCEPTED.

4. Execution of Collective Agreement for Unifor Local 302 July 1, 2016 to June 30, 2019

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2016 to 2019, appended as Appendix "C" to the staff report dated August 14, 2018, pursuant to the Memorandum of Agreement dated June 26, 2017 (Appendix "A"), between The Corporation of the City of London and Unifor Local 302.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Motion made by: H. Usher
Seconded by: A. Hopkins

That pursuant to Section 17.4 of the Council Procedure By-law, leave be given for discussion and debate and the making of a substantive motion with respect to clause(s) 2 and 3 of the 15th Report of the Council, In Closed Session.

Yeas: (12): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H. Usher, and J. Zaifman

Recuse: (2): S. Turner, and T. Park

Absent: (0): B. Armstrong

Motion Passed (12 to 0)

Motion made by: H. Usher

Seconded by: J. Helmer

2. Property Acquisition – 32 Wellington Road – Bus Rapid Transit Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director of Environmental and Engineering Services and City Engineer and the Project Director, Rapid Transit Implementation, and on the advice of the Manager of Realty Services, the following actions be taken with respect to the property located at 32 Wellington Road, further described as Part Lots 1 and 2, Plan 95 (4th) PIN 083570071, containing an area of approximately 3,333 square feet, as shown on the location map attached, for the purpose of future road improvements to accommodate the Bus Rapid Transit initiative:

a) the offer submitted by Christopher Stover, to sell the subject property to the City, for the sum of \$222,000.00 BE ACCEPTED, subject to the following conditions:

i) the City having the right to view the property two (2) further times prior to closing;

ii) the transaction includes all the existing fixtures, chattels, appliances;

iii) the City will assume the rental contract for the hot water tank; and,

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

3. Property Acquisition – 34 Wellington Road – Bus Rapid Transit Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director of Environmental and Engineering Services and City Engineer and the Project Director, Rapid Transit Implementation, and on the advice of the Manager of Realty Services, the following actions be taken with respect to the property located at 34 Wellington Road, further described as Part Lots 2 and 3, Plan 95 (4th) PIN 083570365, containing an area of approximately 6,394 square feet, as shown on the location map attached, for the purpose of future road improvements to accommodate the Bus Rapid Transit initiative:

a) the offer submitted by Nathan Walker and Sara Carrera La Gamba, to sell the subject property to the City, for the sum of \$310,000.00 BE ACCEPTED, subject to the following conditions:

i) the City having the right to view the property one (1) further time prior to closing;

ii) the transaction includes all the existing fixtures, chattels, and appliances; and

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

Yeas: (11): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, H. Usher, and J. Zaifman

Recuse: (3): V. Ridley, S. Turner, and T. Park

Absent: (0): B. Armstrong

Motion Passed (11 to 0)

10. Deferred Matters

None.

11. Enquiries

Councillor M. van Holst enquires with respect to recent occurrences of tents being set up in public areas, with people residing there; the Councillor enquires whether there is a city-owned property where this may be permitted. The Managing Director, Development Service and Compliance Services and Chief Building Official responds, noting that staff are working to assist with sheltering of persons who require it.

12. Emergent Motions

None.

13. By-laws

Motion made by: M. Salih

Seconded by: P. Hubert

That Introduction and First Reading of Bill No.'s 525, 526 and 528 to 540, including the revised Bill No. 529, and the Added Bill No.'s 544 and 545, BE APPROVED.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Motion made by: J. Helmer

Seconded by: H. Usher

That Second Reading of Bill No.'s 525, 526 and 528 to 540, including the revised Bill No. 529, and the Added Bill No.'s 544 and 545, BE APPROVED.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Motion made by: H. Usher
Seconded by: A. Hopkins

That Third Reading and Enactment of 525, 526 and 528 to 540, including the revised Bill No. 529, and the Added Bill No.'s 544 and 545, BE APPROVED.

Yeas: (14): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, T. Park, and J. Zaifman

Absent: (0): B. Armstrong

Motion Passed (14 to 0)

Motion made by: H. Usher
Seconded by: S. Turner

That Introduction and First Reading of Bill No. 541, BE APPROVED.

Yeas: (13): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and J. Zaifman

Recuse: (1): T. Park

Absent: (0): B. Armstrong

Motion Passed (13 to 0)

Motion made by: J. Helmer
Seconded by: A. Hopkins

That Second Reading of Bill No. 541, BE APPROVED.

Yeas: (13): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and J. Zaifman

Recuse: (1): T. Park

Absent: (0): B. Armstrong

Motion Passed (13 to 0)

Motion made by: H. Usher
Seconded by: J. Zaifman

That Third Reading and Enactment of Bill No. 541, BE APPROVED.

Yeas: (13): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H. Usher, and J. Zaifman

Recuse: (1): T. Park

Absent: (0): B. Armstrong

Motion Passed (13 to 0)

Motion made by: M. Salih
Seconded by: J. Zaifman

That Introduction and First Reading of Added Bill No.'s 542 and 543, BE APPROVED.

Yeas: (11): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, H. Usher, and J. Zaifman

Recuse: (3): V. Ridley, S. Turner, and T. Park

Absent: (0): B. Armstrong

Motion Passed (11 to 0)

Motion made by: H. Usher

Seconded by: M. van Holst

That Second Reading of Bill No.'s 542 and 543, BE APPROVED.

Yeas: (11): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, H. Usher, and J. Zaifman

Recuse: (3): V. Ridley, S. Turner, and T. Park

Absent: (0): B. Armstrong

Motion Passed (11 to 0)

Motion made by: H. Usher

Seconded by: M. van Holst

That Third Reading and Enactment of Bill No.'s 542 and 543, BE APPROVED.

Yeas: (11): Mayor M. Brown, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, H. Usher, and J. Zaifman

Recuse: (3): V. Ridley, S. Turner, and T. Park

Absent: (0): B. Armstrong

Motion Passed (11 to 0)

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

Bill No. 525 By-law No. A.-7767-459	A by-law to confirm the proceeding of the Council Meeting held on the 28th day of August, 2018. (City Clerk)
Bill No. 526 By-law No. A.-7768-460	A by-law to repeal By-law No. CPOL.-68(a)-406 being, "A by-law to amend By-Law No. CPOL-68-300 being "Issuance of Computer Equipment to Council Members." (City Clerk)
Bill No. 527 By-law No. PS-113- 18____ Referred back	A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.2/12/CWC)

Bill No. 528 By-law No. A.-7769-461	A by-law to delegate authority to the City Engineer or the City Engineer's designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purposes of administering the Municipal Act, 2001 , O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways. (2.12/12/CWC)
Bill No. 529 By-law No. A.-7770-462	A by-law to authorize and approve an Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport ("Canada") and The Corporation of the City of London for the Rail Safety Improvement Program (RSIP) Agreement for Grade Crossing Improvements; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.13/12/CWC)
Bill No. 530 By-law No. A.-6567(a)- 463	A by-law to amend By-law No. A.-6567-226 entitled, "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands". (2.1/15/CSC)
Bill No. 531 By-law No. S.-5949-464	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Western Road, from Essex Street to Platt's Lane) (Chief Surveyor - for the purposes of establishing the following lands as public highway)
Bill No. 532 By-law No. W.-5641-465	A by-law to authorize debenture financing for project ES5264-Wonderland Pumping Station. (2.7a/11/CWC)
Bill No. 533 By-law No. W.-5642-466	A by-law to authorize debenture financing for project ES5263-Southwest Capacity Improvement. (2.7b/11/CWC)
Bill No. 534 By-law No. W.-5593(a)- 467	A by-law to amend by-law No. W.-5593-37 entitled, "A by-law to authorize the Colonel Talbot Pumping Station. (Project No. ES2204)" (2.7c/11/CWC)
Bill No. 535 By-law No. Z.-1-182681	A by-law to amend By-law No. Z.-1 to remove the holding provisions from the zoning for lands located at 2427 Daisy Bend and 3025 Doyle Drive. (2.9/13/PEC)
Bill No. 536 By-law No. Z.-1-182682	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2313 and 2373 Callingham Drive. (2.10/13/PEC)
Bill No. 537 By-law No. Z.-1-182683	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1826 & 1854 Oxford Street West. (2.11/13/PEC)
Bill No. 538 By-law No. Z.-1-182684	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 164 Sherwood Forest Square. (2.12/13/PEC)
Bill No. 539 By-law No. Z.-1-182685	A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning for lands located at 728, 730, 742 and 744 Dundas Street. (2.13/13/PEC)

Bill No. 540 By-law No. Z.-1-182686	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1100 Upperpoint Boulevard. (2.14/13/PEC)
Bill No. 541 By-law No. Z.-1-182687	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 391 South Street. (3.4/13/PEC)
Bill No. 542 By-law No. A.-7771-468	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Nathan Walker and Sara Carrera La Gamba, for the acquisition of property located at 34 Wellington Road, in the City of London, for the Bus Rapid Transit Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/15/CSC)
Bill No. 543 By-law No. A.-7772-469	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Christopher Stover, for the acquisition of property located at 32 Wellington Road, in the City of London, for the Bus Rapid Transit Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/15/CSC)
Bill No. 544 By-law No. A.-7773-470	A By-law to authorize and approve a Lease Extension Agreement between The Corporation of the City of London and the Canadian Medical Hall of Fame, for the lease of the City owned building at 267 Dundas Street, London, Ontario, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/15/CSC)
Bill No. 545 By-law No. A.-7774-471	A By-law to authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Unifor Local 302. (6.4/15/CSC)

14. Adjournment

Motion made by: H. Usher

Seconded by: S. Turner

That the meeting adjourn.

Meeting adjourns at 6:26 PM.

Matt Brown, Mayor

Catharine Saunders, City Clerk

Bill No.
2018

By-law No.

A by-law to authorize and approve an Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport ("Canada") and The Corporation of the City of London for the Rail Safety Improvement Program (RSIP) Agreement for Grade Crossing Improvements; 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 the Government of Canada has introduced a program to promote increased railway safety in Canada;

AND WHEREAS the City has applied to the Government of Canada for funding under the Rail Safety Improvement Program, to assist in carrying out railway crossing safety improvements;

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

1. The Agreement between Her Majesty the Queen In Right of Canada, as represented by the Minister of Transport ("Canada") and The Corporation of the City of London for the Rail Safety Improvement Program (RSIP) Agreement for Grade Crossing Improvements attached hereto as Schedule A is hereby authorized and approved;
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved in section 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading August 28, 2018
Second Reading August 28, 2018
Third Reading August 28, 2018

Schedule 'A'

CANADA – CITY OF LONDON
RAIL SAFETY IMPROVEMENT PROGRAM
AGREEMENT FOR GRADE CROSSING IMPROVEMENTS

This Agreement is made as of the date of last signature

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Transport (“Canada”)

AND

THE CORPORATION OF THE CITY OF LONDON, continued or incorporated pursuant to the Municipality Act (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Minister of Transport is responsible for the Program entitled the Rail Safety Improvement Program (“Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Projects which qualify for support under the Program;

AND WHEREAS the Recipient is responsible for carrying out the Projects and Canada wishes to provide financial support for the Projects and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2020.

“**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.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending on the Agreement End Date.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to any Project in return for financial consideration.

“**Declaration of Completion**” means a declaration in the form substantially prescribed in Schedule E (Declaration of Completion).

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligible Expenditures**” means those costs incurred that are directly related to the Projects and which are considered eligible by Canada and may include cash-equivalent expenditures associated with In-Kind Contributions as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Fair Value**” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“**Final Claim Date**” means the Project Completion Date of a Project no later than March 31, 2019.

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the

following year.

“**Guide**” means the *Guide to Railway Charges for Crossing Maintenance and Construction* prepared by the Canadian Transportation Agency, applicable to the year that the work was completed.

“**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 any Project, for which Fair Value is assigned, but for which no payment occurs. The associated cash-equivalent expenditures may be considered Eligible Expenditures in accordance with Schedule A (Eligible and Ineligible Expenditures).

“**Projects**” means all of the projects described in Schedule B (The Projects).

“**Project Completion Date**” means the date at which all funded activities of a Project under this Agreement have been completed and which must be no later than March 31, 2019.

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“**Total Financial Assistance**” means funding from all sources towards Eligible Expenditures of the Projects, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Projects

Schedule C – Certificate(s) of Compliance for Claims

Schedule D – Communications Protocol

Schedule E – Declaration of Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Projects.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Projects but only up to a maximum of one hundred eighty-six thousand eight hundred dollars (\$186,800.00).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Projects and Cashflow).
- c) If Canada's total contribution towards any Project exceeds eighty percent (80%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Projects is limited to making a financial contribution to the Recipient for the Projects and that Canada will have no involvement in the implementation of any Project or its operation. Canada is neither a decision-maker nor an administrator to the Projects.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Projects in a diligent and timely manner, 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 Projects including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for all Projects.
- d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part any Project.
- h) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the status of the Projects and to the expenditures and forecasts set out in Schedule B (The Projects).

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of a Project is set out in Schedule B.2 (Projects and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of a Project is less than the estimated amount in Schedule B.2 (Projects and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECTS

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

3.6 INABILITY TO COMPLETE PROJECTS

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 a Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.7 GUIDELINES

The Recipient will complete the Project, or cause the Project to be completed, in accordance with all applicable laws, regulations and prevailing industry standards for such design and construction and all applicable building and design codes.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by City of London Council By-Law No. 2018- , dated August __, 2018.
- b) the Recipient has the capacity and authority to carry out the Projects;
- c) the Recipient has the requisite power to own the Assets;
- 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) 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*;
- g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) 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; and

- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. [INTENTIONALLY OMITTED]

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract 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.

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 a Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting a Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. [INTENTIONALLY OMITTED]

8. ABORIGINAL CONSULTATION

The Recipient agrees that:

- a) Canada has determined that no legal duty to consult Aboriginal groups arises in the context of the Project.
- b) The Recipient must inform Canada promptly of any changes to the Project, or otherwise, that may affect Canada's determination of the legal duty to consult for this Project.
- c) If as a result of changes to the Project or otherwise, Canada determines that a legal duty to consult arises or further consultation is required, the Recipient agrees that:
 - i. all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Recipient that a legal duty to consult arises;
 - vi. it will consult with Aboriginal groups that might be affected by the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
 - a. a list of all Aboriginal groups contacted;
 - b. a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary, or conditional in nature;

- c. a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Recipient has addressed or proposes to address those issues or concerns; and
 - d. any other information Canada may deem appropriate.
- vii. no construction of the Project will occur and Canada has no obligation to reimburse Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups have been met and continue to be met.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 8 (Aboriginal Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

- a) The Recipient will submit progress claims to Canada for each Project covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule C.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed, in accordance with Schedule B.2 Projects and Cashflow); and
 - iii. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit a final claim to Canada for each Project by the Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim for each Project must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule C.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed in accordance with Schedule B.2 (Projects and Cashflow);
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule C.2 (Certificate of Compliance for Final Claim);
 - iv. a completed Declaration of Completion in accordance with Section 9.5 (Declaration of Completion);
 - v. upon request by Canada, any of the documents referenced in Schedule E (Declaration of Completion); and
 - vi. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.
- b) Upon receipt of the final claim for a Project, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect

of the Project and make any adjustments required in the circumstances.

9.4 WITHHOLDING OF CONTRIBUTION

Canada may withhold up to ten percent (10%) of its contribution towards Eligible Expenditures claimed under the Agreement. Any remaining amount withheld by Canada will be released when the final adjustments have been completed under Section 9.3 (Final Claim and Final Adjustments) and the Recipient fulfills all its obligations under this Agreement.

9.5 DECLARATION OF COMPLETION

- a) Prior to executing the Declaration of Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Completion lists all relevant documents.
- b) The Declaration of Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

10. [INTENTIONALLY OMITTED]

11. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

11.1 RECIPIENT AUDIT

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 18.3 (Accounting Principles).

11.2 [INTENTIONALLY OMITTED]

11.3 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

11.4 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

11.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

11.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12. COMMUNICATIONS

12.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule D (Communications Protocol).

12.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of a Project or the Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

12.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of each Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

13. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of a Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of a 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.

14. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed a 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 a Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

15.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- i. In Canada's opinion, one or more of the Events of Default occurs;
- ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- iii. the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to a 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 a Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or to any 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 to any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. ASSETS

- a) Assets acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, through the course of a Project will be the responsibility and remain the property of the Recipient.
- b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of a Project, and will not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.
- c) Unless otherwise agreed to by Canada, upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering an Asset whether directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

18. GENERAL

18.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

18.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting.

18.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between

Canada and the Recipient or between Canada and a Third Party.

- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.12 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

18.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

18.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Director, Transportation Infrastructure Program
Transport Canada
Place de Ville, Tower C, 19th Floor
330 Sparks Street
Ottawa, Ontario
K1A 0N5

Email: TC.RSIPITR-PASFITR.TC@tc.gc.ca

Recipient:

Janice Verhaeghe
300 Dufferin Avenue,
London, Ontario
N6A 4L9

Email: jverhaeg@london.ca

- b) Such notice will be deemed to have been received:
 - i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

18.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.18 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of Ontario.

18.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

19. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of the City of London by the Mayor and City Clerk

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA

THE CORPORATION OF THE CITY OF
LONDON

Per: Emilia Warriner
Director, Transportation Infrastructure
Program

Per: Matt Brown
Mayor

Date

Date

Per: Cathy Saunders
City Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- be reasonable and directly related to a Project, as determined by Canada;
- must not exceed the rates described in the *Guide to Railway Charges for Crossing Maintenance and Construction* (the “Guide”)
- be incurred between the date Canada received the recipient’s application for Program funding and the Final Claim Date; and
- consist of the following categories of expenditures:
 - Staff salaries and benefits;
 - Purchase and lease of capital assets, technology, equipment and supplies;
 - Professional services, including accounting, translation, audit and consulting;
 - Planning, design and evaluation;
 - Engineering and environmental reviews and follow-up measures;
 - Expenditures related to construction and rehabilitation of assets (including fees paid to general contractors and labourers, materials, licenses, permits, and the rental of construction machinery and equipment, and fees paid to power supply companies);
 - Licenses and permits
 - Expenditures for Aboriginal consultations, specifically project-related consultation activities pursuant to the Crown’s legal duty to consult;
 - Administrative expenditures (including general administration expenditures, rent, insurance, office equipment rental, and membership fees);
 - Travel expenditures (including the cost of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals). Travel and per diem expenses cannot be more than the rates and allowances determined in the Travel Directive of the National Joint Council, available at the following link: <http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=eng&merge=2&slabel=index>;
 - Other costs that are, in the opinion of the Minister or his/her delegated representative, considered to be direct, reasonable, and incremental for the successful implementation of a project and have been approved in writing prior to being incurred.

For the purposes of determining Eligible Expenditures, and notwithstanding the material overhead rates set out in Schedule C to the Guide, the overhead rate applicable to pre-wired packages will be the allowance for contract overheads set out in Schedule D of the Guide.

Eligible Expenditures can be cash-equivalent expenditures associated with In-Kind Contributions. These expenditures may be reimbursed so long as the following three criteria are met:

- 1) The associated costs are deemed as Eligible Expenditures and have been approved by Canada;
- 2) The associated costs are not a donation received from a third party; and
- 3) The associated costs are related to goods, services or other support that would otherwise be purchased and paid for by the Recipient as essential for a Project.

In-Kind Contributions received from a third party are considered donations and may form part of the total Eligible Expenditures of a Project, but are not reimbursable.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

The following expenditures shall be considered ineligible, and therefore will not be considered in the calculation of the total eligible expenditures of a Project:

- Costs incurred before the date Canada received the recipient's application for Program funding or after the Final Claim Date;
- Expenditures for provincial sales tax and Goods and Services Tax, or the Harmonized Sales Tax, where applicable, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase of land and/or buildings, related real estate fees, and vehicles;
- Financing charges and interest payments on loans; and
- Expenditures that have been reimbursed from other sources of funding, federal statutes or funding programs.
- Personal mileage to and from Recipient's employees' homes.

SCHEDULE B – THE PROJECTS

SCHEDULE B.1: DESCRIPTION OF PROJECTS

Description of Projects:

The Projects involve grade crossing improvements in the Province of Ontario.

Objective(s):

The objective of the Projects is to enhance public safety at the public grade crossings described in Schedule B.2 (Projects and Cashflow) to reduce the risk of collisions, fatalities and injuries.

Activities:

The Projects consists of improvements to the crossings described in Schedule B.2 (Projects and Cashflow) through undertaking the following activities:

- Relocation and installation of signage, pavement markings, approach surface resurfacing
- Median separation and vegetation removal
- Sidewalk replacement

Project Outcomes:

In order to illustrate how the Projects will contribute to rail safety, the Recipient will collect performance data and report on the following performance indicators that the Projects will contribute to:

- Number of installed new crossing warning system barrier gates;
- Number of installed cantilever structures;
- Number of new interconnection cable ducts from traffic controller to rail crossing bungalow.

This data is collected only for the purpose of performance measurement and reporting to Canadians.

SCHEDULE B.2: PROJECT AND CASHFLOW

Name of Project	Description of Project	Estimated Total Project Expenditures	Estimated Total Eligible Project Expenditures	Estimated Contribution by Canada	Estimated contribution to Eligible Expenditures per Party, per Fiscal Year	
	(Main technical and financial stages, location, construction methods, etc.)				Contributor	2018-19
Project 1 - Mile 73.10 Dundas Subdivision, Gore Road	Installation of signage, pavement markings, approach surface resurfacing	\$36,000.00	\$36,000.00	\$28,800.00	Canada	\$28,800.00
					Recipient	\$7,200.00
Project 2 - Mile 77.66 Dundas Subdivision, Colborne Street	Installation of signage, pavement markings, vegetation removal, approach surface resurfacing.	\$46,500.00	\$46,500.00	\$37,200.00	Canada	\$37,200.00
					Recipient	\$9,300.00
Project 3 - Mile 0.17 Windsor Subdivision, St. George Street	Installation of signage, pavement markings, median separation, and vegetation removal.	\$39,000.00	\$39,000.00	\$31,200.00	Canada	\$31,200.00
					Recipient	\$7,800.00
Project 4 – Mile 0.05 Windsor Subdivision, Richmond Street	Installation of signage, remove old pavement markings, approach surface resurfacing, and sidewalk replacement.	\$21,500.00	\$21,500.00	\$17,200.00	Canada	\$17,200.00
					Recipient	\$4,300.00
Project 5 – Mile 76.84 Dundas Subdivision, Rectory Street	Installation/relocation of signage, pavement markings, approach surface resurfacing.	\$14,000.00	\$14,000.00	\$11,200.00	Canada	\$11,200.00
					Recipient	\$2,800.00
Project 6 –Mile 118.77 Guelph Subdivision, Highbury Avenue	Installation of signage, pavement markings, vegetation removal.	\$8,500.00	\$8,500.00	\$6,800.00	Canada	\$6,800.00
					Recipient	\$1,700.00
Project 7 –Mile 77.36 Dundas Subdivision, William Street	Installation of signage, pavement markings, vegetation removal.	\$25,500.00	\$25,500.00	\$20,400.00	Canada	\$20,400.00
					Recipient	\$5,100.00
Project 8 – Mile 77.51 Dundas Subdivision, Maitland Street	Relocation and installation of signage, crossing surface resurfacing including sidewalk replacement, and pavement markings.	\$21,000.00	\$21,000.00	\$16,800.00	Canada	\$16,800.00
					Recipient	\$4,200.00

Name of Project	Description of Project	Estimated Total Project Expenditures	Estimated Total Eligible Project Expenditures	Estimated Contribution by Canada	Estimated contribution to Eligible Expenditures per Party, per Fiscal Year	
	(Main technical and financial stages, location, construction methods, etc.)				Contributor	2018-19
Project 9 – Mile 76.44 Dundas Subdivision, Egerton Street	Installation of signage, and pavement markings.	\$6,000.00	\$6,000.00	\$4,800.00	Canada	\$4,800.00
					Recipient	\$1,200.00
Project 10 – Mile 73.97 Dundas Subdivision, Clarke Road	Installation of signage, pavement markings, approach surface resurfacing, and sidewalk replacement.	\$15,500.00	\$15,500.00	\$12,400.00	Canada	\$12,400.0
					Recipient	\$3,100.00
TOTAL		\$233,500.00	\$233,500.00	\$186,800.00	Canada	\$186,800.00
					Recipient	\$46,700.00

For greater certainty, Canada's total contribution cannot exceed the amount set out in Section 3.1 (Contribution by Canada).

SCHEDULE C – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE C.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the City of London (the “Recipient”), represented by _____(Name), concerning the Grade Crossing Improvements Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under **[RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION]** dated **[DATE]**.
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE C.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the City of London (the “Recipient”), represented by _____(Name), concerning the Grade Crossing Improvements Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

[If applicable, add:]

8. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Aboriginal consultations have been implemented.
9. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
10. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
11. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE D – COMMUNICATIONS PROTOCOL

GENERAL

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.
2. The mechanisms for such communications and public information activities and products will be determined by Canada.
3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Project. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

COMMUNICATING WITH THE PUBLIC

Public Information Products

The Parties may jointly develop information kits, brochures, public reports, and website material for the public about the Projects.

News Releases

A joint news release may be issued when the Agreement is signed and/or at appropriate milestones such as start of Project work or completion of the Project. A news release may include quotations from a federally, provincially, or municipally elected official or, where applicable, any other contributor. Canada must agree on these quotations.

Press Conferences, Public Announcements and Other Joint Events

The Parties will co-operate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements at such events. No public announcement for a Project under this Agreement will be made by the Recipient or, where applicable, any other contributor, unless Canada has been informed of it at least thirty (30) business days in advance.

Either Party may organize a joint press conference. The requestor will give the other Party reasonable notice of at least thirty (30) business days of such a press conference, public announcement or joint event.

Signage

Prior to the implementation of a Project under this Agreement, and as directed by Canada, the Recipient agrees to supply, erect, and maintain signage consistent with federal/provincial identity graphics guidelines, and in both official languages specifying that the Project is financed by contributions from the Government of Canada and the Recipient or such wording as may have been or may be agreed upon by Canada.

COMMUNICATION COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE E – DECLARATION OF COMPLETION

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the City of London (the “Recipient”), represented by _____(Name), concerning the Grade Crossing Improvements Project (the “Agreement”).

I, _____(Name), of the City/Town of _____,
Province/Territory of _____, declare as follows:

1. I hold the position of _____with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2.
 - a) I have received the following documents for the [Grade Crossing] 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, professional architect or other applicable professional) 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 has been completed, as described in Schedule B.1 (Description of Projects), as defined in the Agreement, on the _____ day of the _____ 20__.

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines referenced in Section 3.7 (Guidelines) of the Agreement:
 - 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, professional architect or other applicable professional) for the Project.
 - 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/Town), in _____
(Province/Territory)

this _____ day of _____, 20_____.

Signature

Appendix "A"

Lease Extension Agreement

THIS EXTENSION AGREEMENT made the ____ day of _____, 2018.

BETWEEN:

The Corporation of the City of London
(the "Landlord")

AND

The Canadian Medical Hall of Fame
(the "Tenant")

WHEREAS:

1. By a lease dated April 25, 2017 (the "Lease"), the Landlord leased to the Tenant the premises (the "Premises") more fully described in the Lease and being located municipally at 267 Dundas Street, London, ON for a term of Eighteen (18) months from October 1, 2017 to March 31, 2019, upon and subject to the terms and conditions set forth in the Lease;
2. The parties wish to extend the term of the lease as hereinafter provided.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree with each other as follows:

1. The Term of the Lease is hereby extended for the period (the "Extension Term") of four months from April 1, 2019 to July 31, 2019, with no further rights to extend or renew.

2. The Tenant shall pay Basic Rent during the Extension Term, at the times and in the manner provided in the Lease.

3. The Tenant shall pay all Additional Rent and other charges and expenses payable pursuant to the Lease during the Extension Term, at the times and in the manner provided in the Lease.

4. The Tenant agrees that it will accept the Premises "as is" and, without limitation, any tenant allowances, rent free periods, Landlord's Work or other Landlord construction obligations and other inducements (if any) contained in the Lease do not apply to the Extension Term.

5. This Agreement shall be read together with the Lease and the parties confirm that, except as modified herein, all covenants and conditions in the Lease remain unchanged, unmodified and in full force and effect.

7. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Lease.

8. If the Lease is terminated by the Landlord before the end of the current Term pursuant to any right of the Landlord under the Lease, then, without limiting any other rights or remedies of the Landlord, the Extension Term shall not commence.

9. The parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to complete the extension contemplated by this Agreement and to carry out its provisions and intention.

10. This Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the

authority contained in By-law No. _____ of the Council
of the Corporation of the City of London passed the _____ day of _____.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Canadian Medical Hall of Fame

Per:  Lissa Foster.
Name: Executive Director
Title:

I/We have authority to
bind the Corporation

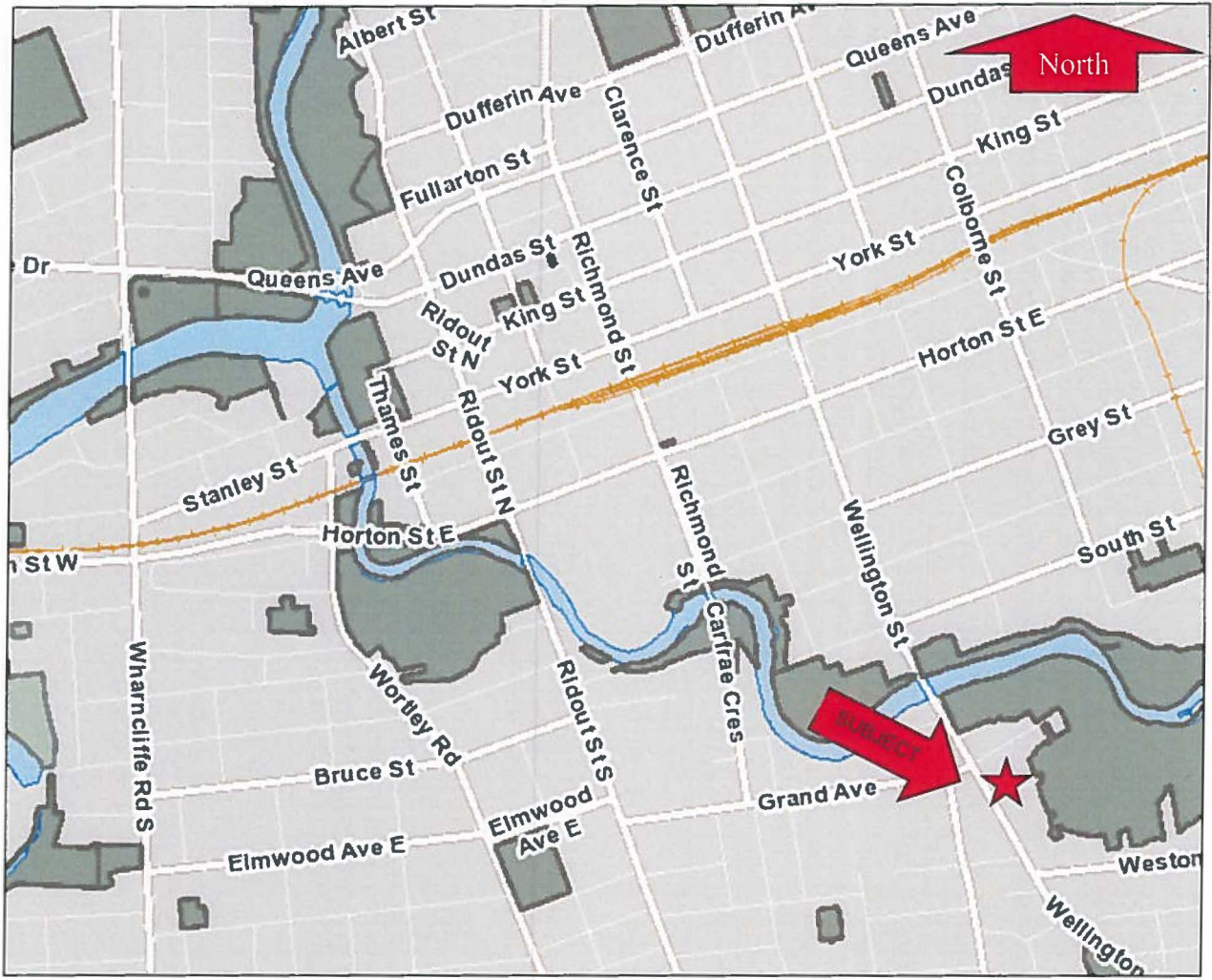
Per: _____
Name:
Title:

Corporation of the City of London

Per: _____
Matt Brown, Mayor

Per: _____
Catharine Saunders, City Clerk

Location Map



Chair and Members
 Corporate Services Committee

RE: **Property Acquisition - Bus Rapid Transit Project**
(Subledger LD180029)
Capital Project TS1430-1 - RT 1: Wellington Rd - Bradley Ave to Horton St S Leg Widening
32 Wellington Road

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance For Future Work</u>
Engineering	\$2,141,632	\$2,141,632	\$2,141,590		\$42
Land Acquisition	2,063,000	1,944,884	1,083,768	227,852	633,264
Construction	1,000	1,000	445		555
City Related Expenses	768,000	886,116	886,116		0
NET ESTIMATED EXPENDITURES	\$4,973,632	\$4,973,632	\$4,111,919	\$227,852 1)	\$633,861
SOURCE OF FINANCING					
Capital Levy	\$261,232	\$261,232	\$168,996	\$27,164	\$65,073
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 1,930,000	1,930,000	1,248,550	200,688	480,761
PTIF (Public Transit Infrastructure Fund)	2,782,400	2,782,400	2,694,373		88,027
TOTAL FINANCING	\$4,973,632	\$4,973,632	\$4,111,919	\$227,852	\$633,861

1) Financial Note:

Purchase Cost	\$222,000
Add: Land Transfer Tax	1,945
Add: HST @13%	28,860
Less: HST Rebate	(24,953)
Total Purchase Cost	\$227,852

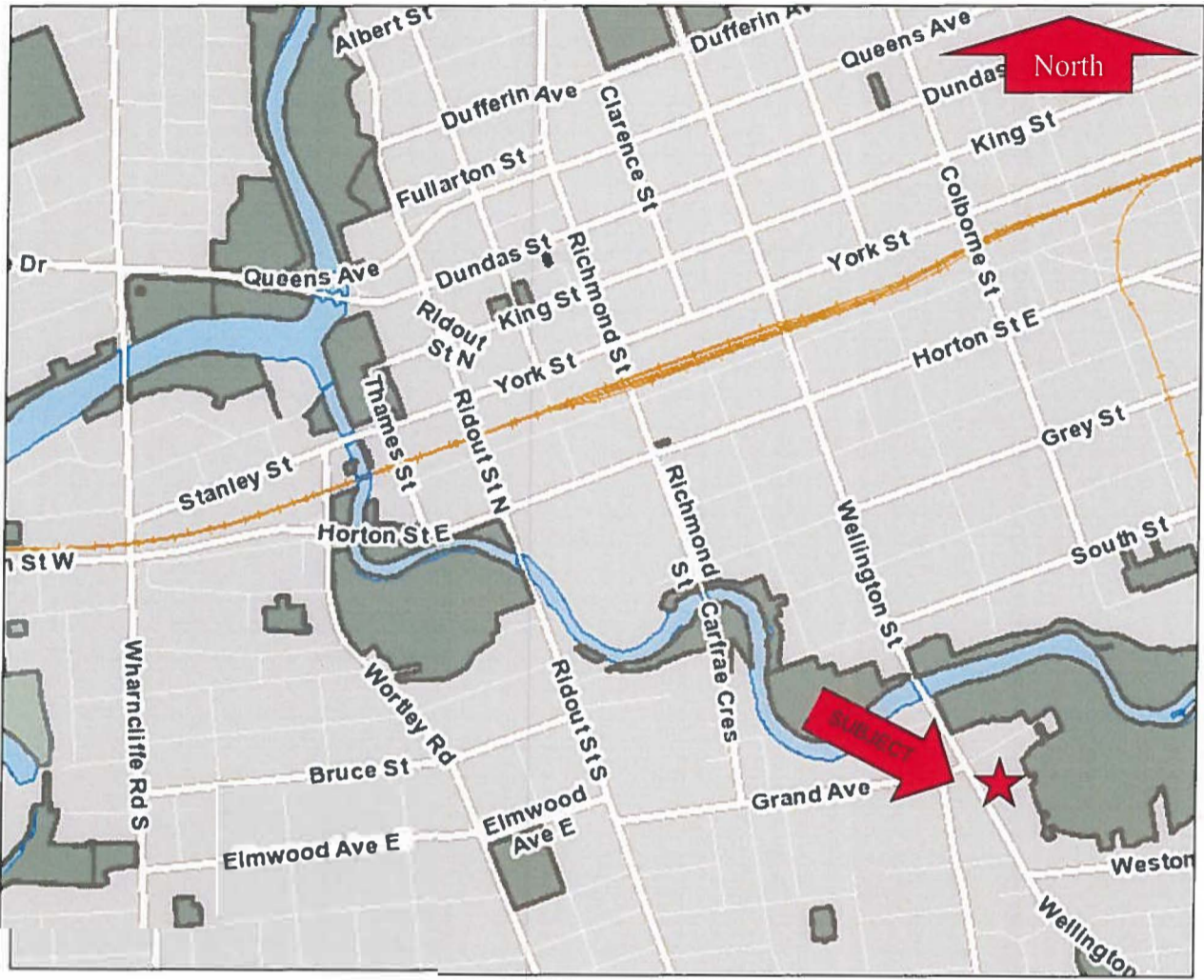
2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

ms



Jason Davies
 Manager of Financial Planning & Policy

Location Map



APPENDIX "A"
CONFIDENTIAL - Released in
Public

#18137
 August 14, 2018
 (Property Acquisition)

Chair and Members
 Corporate Services Committee

RE: Property Acquisition - Bus Rapid Transit Project
(Subledger LD180030)
Capital Project TS1430-1 - RT 1: Wellington Rd - Bradley Ave to Horton St S Leg Widening
34 Wellington Road

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance For Future Work</u>
Engineering	\$2,141,632	\$2,141,590		\$42
Land Acquisition	1,944,884	1,311,620	318,581	314,683
Construction	1,000	445		555
City Related Expenses	886,116	886,116		0
NET ESTIMATED EXPENDITURES	<u>\$4,973,632</u>	<u>\$4,339,771</u>	<u>\$318,581</u> 1)	<u>\$315,280</u>
SOURCE OF FINANCING				
Capital Levy	\$261,232	\$196,159	\$37,980	\$27,092
Drawdown from City Services - Roads Reserve Fund (Development Charges)	1,930,000	1,449,239	280,601	200,161
PTIF (Public Transit Infrastructure Fund)	2,782,400	2,694,373		88,027
TOTAL FINANCING	<u>\$4,973,632</u>	<u>\$4,339,771</u>	<u>\$318,581</u>	<u>\$315,280</u>

1) Financial Note:

Purchase Cost	\$310,000
Add: Land Transfer Tax	3,125
Add: HST @13%	40,300
Less: HST Rebate	(34,844)
Total Purchase Cost	<u>\$318,581</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

ms



Jason Davies
 Manager of Financial Planning & Policy