

# Community and Protective Services Committee

## Report

The 10th Meeting of the Community and Protective Services Committee  
September 9, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire,  
S. Hillier, Mayor E. Holder

ALSO PRESENT: J.Bunn, M. Schulthess and J. Taylor

Remote attendance: Councillor E. Pelozza; C. Cooper, K. Dickins,  
T. Fowler, O. Katolyk, G. Kotsifas, H. Lysynski, A. Macpherson,  
L. Marshall, B. Page, C. Saunders, J. Smit, C. Smith, S. Stafford,  
D. Turner and B. Westlake-Power

The meeting was called to order at 4:00 PM; it being noted that  
the following Members were in remote attendance: Mayor E.  
Holder, Councillors S. Hillier, M. Salih and M. van Holst

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Hillier  
Seconded by: P. Squire

That Items 2.1 to 2.3 BE APPROVED.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 White Oaks Park - Pavilion Donation Agreement

Moved by: S. Hillier  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Parks and  
Recreation, the proposed by-law, as appended to the staff report dated  
September 9, 2020, BE INTRODUCED at the Municipal Council meeting  
to be held on September 15, 2020, to:

- a) approve the attached revised Agreement between The Corporation  
of the City of London and York Developments (London) Inc. for the  
construction and donation of a pavilion in White Oaks Park; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted  
Agreement. (2020-L04A)

**Motion Passed**

2.2 Canadian Medical Association (CMA) Foundation Gift Agreement

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated September 9, 2020, BE INTRODUCED at the Municipal Council meeting to be held on September 15, 2020, to:

- a) authorize and approve the Gift Agreement, as appended to the above-noted by-law, between the CMA Foundation and The Corporation of the City of London; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Gift Agreement. (2020-L04A)

**Motion Passed**

2.3 Award Recommendation for Research Into Labour Market Participation Rates in the London Economic Region - Request for Proposal 20-24

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and concurrence of the Director of Financial Services, the following actions be taken with respect to the staff report dated September 9, 2020, related to the award of the Request for Proposal (RFP20-24) Research Services for Primary Research into Labour Market Participation Rates in the London Economic Region:

- a) the Request for Proposal (RFP20-24) BE AWARDED to Pricewaterhouse Coopers LLP for a total one-time funding amount of \$115,101 (exclusive of applicable taxes), for the delivery of the labour market research project; it being noted that the proposal submitted by the Successful Proponent meets the City's requirements and is in compliance with the City's Procurement of Goods and Services Policy;
- b) the proposal submitted by Pricewaterhouse Coopers LLP for the design and delivery of the Labour Market Research BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative actions which are necessary in relation to this project;
- d) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory terms and conditions with Pricewaterhouse Coopers LLP, to the satisfaction of the Managing Director, Housing, Social Services and Dearness Home, the Acting Managing Director, Housing, Social Services and Dearness Home, or written designate;
- e) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval; and,
- f) the Civic Administration BE DIRECTED to provide an update to Municipal Council on the outcomes, findings and final report of the Labour Market Research. (2020-M11)

**Motion Passed**

### 3. Scheduled Items

#### 3.1 2020 Parkland Dedication By-law CP-9 Update

Moved by: M. van Holst  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the 2020 Parkland Dedication By-law CP-9 Update:

- a) that the proposed by-law, as appended to the staff report dated September 9, 2020, BE INTRODUCED at the Municipal Council meeting to be held on September 15, 2020, to amend By-law CP-9, Parkland Conveyance and Levy By-law, in conformity with the Official Plan to change to the parkland dedication fee rates; and,
- b) the Civic Administration BE DIRECTED to undertake the next bi-annual Parkland Conveyance and Levy By-law CP-9 for January 1, 2022; it being pointed out that at the public participation meeting associated with this matter, the individual indicated on the attached public participation meeting record made an oral submission regarding this matter. (2020-M02)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Voting Record:

Moved by: P. Squire  
Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Hillier  
Seconded by: P. Squire

Motion to close the public participation meeting.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 3.2 London for All: A Roadmap to End Poverty

Moved by: P. Squire  
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Acting Director, Housing, Social Services and Deerness Home, the staff report dated September 9, 2020, with respect to London For All: A Roadmap to End Poverty Implementation Update as well as the London For All: A Roadmap to End Poverty Impact Assessment Report, dated July 2020, BE RECEIVED; it being noted that a verbal delegation from K. Ziegner, United Way Elgin-Middlesex, was received with respect to this matter. (2020-S04)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

#### **4. Items for Direction**

##### **4.1 Taxi Licensing Fees - Hasan Savehilaghi, Yellow London Taxi Inc. - Request for Delegation Status**

That the following actions be taken with respect to the communication, dated August 20, 2020, from H. Savehilaghi, Yellow London Taxi Inc. related to a request for delegation status to speak to renewal fees pertaining to the taxi industry:

- a) the above-noted delegation request BE APPROVED to be heard at this meeting; and,
- b) the above-noted delegation BE RECEIVED; it being noted that the Community and Protective Services Committee heard a verbal delegation from H. Savehilaghi with respect to this matter. (2020-P09A)

**Motion Passed**

Voting Record:

Moved by: E. Holder

Seconded by: M. van Holst

Motion to approve the request for delegation status by H. Savehilaghi, Yellow London Taxi Inc.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: E. Holder

Seconded by: P. Squire

Motion to approve the verbal delegation by H. Savehilaghi, Yellow London Taxi Inc.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

#### **5. Deferred Matters/Additional Business**

##### **5.1 Deferred Matters List**

Moved by: P. Squire

Seconded by: E. Holder

That the Deferred Matters List for the Community and Protective Services Committee, as at August 31, 2020, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

5.2 (ADDED) Backyard Fires on Private Property Objection - H. Kaplan

Moved by: P. Squire

Seconded by: M. van Holst

That NO ACTION BE TAKEN with respect to the communication dated August 26, 2020, from H. Kaplan, related to an objection to backyard fires on private property; it being noted that a representative of the Fire Department previously responded to the concerns raised by the individual in the above-noted communication. (2020-P01)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**7. Adjournment**

The meeting adjourned at 6:03 PM.

## SCHEDULE "A"

THIS AGREEMENT made in duplicate this        day of        , 2020

B E T W E E N:

YORK DEVELOPMENTS (LONDON) INC.  
hereinafter called "York"

-and-

THE CORPORATION OF THE CITY OF LONDON  
hereinafter called the "City"

WHEREAS subsection 10(1) of the *Municipal Act, 2001*, as amended, authorizes the City to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, as amended, provides that the City may pass by-laws respecting matters that are for the economic, social and environmental well-being of the municipality;

AND WHEREAS the City has established a park known as White Oaks Park located municipally at 560 Bradley Avenue in the City of London (hereinafter called "White Oaks Park") for the social and environmental well-being of the municipality;

AND WHEREAS York has proposed to the City that an outdoor pavilion be established for the purpose of staging events for the community and the City (hereinafter called the "Pavilion");

AND WHEREAS the City considers it desirable for the public and in the public interest that the Pavilion be established and maintained in White Oaks Park;

AND WHEREAS York desires to donate materials and services for the purpose of establishing the Pavilion;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises, covenants and agreements hereinafter, the parties agree as follows:

1. The parties agree that the Pavilion shall be located in White Oaks Park, and the location being more particularly described in Appendix "1" attached hereto.
2. The parties agree that the final layout and design of the Pavilion shall be approved by the City of London in writing.
3. The parties agree that this agreement does not confer any interest to any person in the property of the City including but not limited to White Oaks Park, the Pavilion and all associated improvements and fixtures. The parties further agree that the Pavilion is available to the community for use.
4. York agrees that the Pavilion shall be constructed and installed at the sole risk and expense of York, including but not limited to:
  - a) design and construction of the new Pavilion structure;
  - b) construction of all new hardscape surfaces beneath and around the Pavilion, blending into the existing hard surface plaza;
  - c) restoration of site within the Work Area (dashed line on Appendix 1) that has been disturbed by construction, or damaged for access to the site;
  - d) all site works to change the orientation of the existing ball diamond, in accordance with City Standard Detail Baseball Diamond Detail SPO 11.1 and associated topsoil & seeding specifications. Re-orientation of the ball diamond (in order to accommodate the Pavilion) also includes but is not limited to

- removal and re-install existing fencing, benches, gravel infield, grading and turf restoration;
- e) extension of existing electrical power source from existing box to service the Pavilion to the City's satisfaction (see Appendix "1" for location);
  - f) acting as project manager for site construction and ensuring all applicable Health and Safety requirements are met as per Ontario H&S Act, and;
  - g) obtaining all necessary permits and approvals, including but not limited to a Building Permit for the Pavilion structure.

5. York agrees that it shall complete the installation of the Pavilion by no later than June 5<sup>th</sup>, 2021 (the 'outside date'). York is not entitled to make any modifications to the Pavilion by way of alterations or enhancements unless it first obtains written approval to do so from the Managing Director of Parks and Recreation or their designate.

6. The City agrees that it shall install signage, at the City's own expense with design mutually agreed upon by the City and York on the site that recognizes the contributions of York and their partners.

7. York agrees that it shall indemnify and keep the City indemnified against all actions, suits, claims, liens including any liens under the *Construction Act*, R.S.O. 1990, c. C.30, as amended, and demands which may be brought against or made upon the City and from all loss, costs, damages, charges, liens or expenses which may be incurred, sustained or paid by the City in consequence of the installation and maintenance of the Pavilion as permitted by this Agreement or otherwise by reason of this exercise by the City of the permission hereby granted. York grants to the City full power and authority to settle any such actions, suits, claims and demands on such reasonable terms as the City may deem advisable and hereby covenants and agrees with the City to pay the City on demand all monies paid by the City in pursuance of such settlement and also such sum as shall represent the reasonable costs of the City or its solicitor in defending or settling any such actions, suits, claims or demands and this Agreement shall not be alleged as a defence by York in any action by any person for actual damage suffered by reason of the permission hereby granted to maintain the encroachment hereby permitted as aforesaid over the road allowance. The City agrees to give to York written notice of any such actions, suits, claims, liens and demands promptly upon receipt thereof.

8. In the event, from time to time, that any lien including a claim for lien by a lien claimant and any certificate of action, all within the meaning of the *Construction Act*, R.S.O. 1990, c. C.30, as amended, are given to the Clerk and preserved or perfected in respect of any works or services in connection with the Pavilion, constructed and installed by or on behalf of York, York after having been given notice by any person or of becoming aware of the existence of any such preserved or perfected lien, within the time provided for, and following the procedures set out and prescribed in the *Construction Act*, shall forthwith discharge (or have vacated) any preserved or perfected claim for lien made in respect of any works or services in connection with the Pavilion, constructed and installed by or on behalf of York.

9. York shall take out and maintain with an insurer licensed to carry on business in Ontario, a commercial third party liability insurance acceptable to the City providing insurance coverage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) for any act or omission on the part of York, its employees, guests, invitees and agents arising in any way. Such policy shall include the City as an additional insured thereunder. Further, York shall take out and maintain with an insurer licensed to carry on business on Ontario, Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$ 2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor. York agrees not to commence work until satisfactory evidence of insurance has been filed with the City's Manager of Risk Management, a completed Certificate of Insurance form 0788. This insurance will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

10. The parties acknowledge and agree that White Oaks Park and the Pavilion, including any signage, features, fixtures or improvements thereon, vest in the City free and clear of all encumbrances and are the sole property of the City.

11. In order for York to receive a tax receipt for the fair market value of the in kind donation, an independent arm’s length appraisal or other third party supporting documentation to the satisfactory to the City Treasurer establishing the fair market value, shall be submitted to the City.

12. The parties acknowledge and agree that the City may, in its sole discretion, remove the Pavilion from White Oaks Park.

13. The City has the right, in its sole discretion, to terminate this agreement upon written notice to York at its corporate address if, at any time or for any reason, York fails to comply with the terms and conditions of this agreement.

14. The parties agree that this Agreement shall terminate on June 30, 2021.

15. Despite the termination or expiry of this agreement, Section 12 shall survive termination or expiry of this Agreement.

16. York shall not assign this agreement without the consent, in writing, of the City, which consent may be unreasonably withheld.

17. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective administrators, successors and assigns.

18. This Agreement shall be read with such changes in number and gender as the circumstances require.

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and York has hereunto affixed its corporate seal under the hands of [title of signatory].

DATED this          day of          , 2020.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

YORK DEVELOPMENTS (LONDON) INC.

\_\_\_\_\_  
Ali Soufan  
President

I/we have authority to bind the Corporation.



APPENDIX "1"

Location of Pavilion and Defined Work Area



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.1 PUBLIC PARTICIPATION MEETING – 2020 Parkland Dedication By-law CP-9 Update

- Mike Wallace, Executive Director, London Development Institute: Thank you, Mr. Chair, and thank you, Councillors, for having this public meeting on this item. We are, as it says in the report, fully supportive of the report. We want to thank you, first of all, for...normally this change every two years happens mid-year – June, July – and because of the issues that we've been facing as an industry and as a city, country, province, we really appreciate the six months deferral for this to change. And we understand that the process will start up again right after that in the new year. And we are satisfied with the evaluation of the value of land that is being used in these calculations, including that for non-developable land - that is natural...you just can't build on it - so we're happy that that's done. One little thing that has nothing to do with your committee but we're certainly willing to talk to the City about lands that are developable that are being used for, like, stormwater management and so on. But that is not your area and it's not in this, so we really appreciate all the work that Mr. Page did with us in terms of providing us input early on in the process so that we could evaluate the study and make sure it was accurate, and it was. So overall we are very happy with the report, agree with the numbers, and are supportive of the bi-annual review starting up to get back in its regular schedule. And we do prefer and we do like that that change, when it does happen, will be happening at the beginning of the calendar year. Hopefully that will continue for years forward because there are a number of other policy changes that happen at the beginning of the year in terms of cost, and that's good for our industry in terms of being able to plan for changes in fees that they need to get ready for on an annual basis. With that I'd be happy to take any questions. One little thing that's got nothing to do with this is that I'm looking forward, also, to the price Waterhouse study because my daughter and son-in-law – both 30 and 31, he's an Ivey grad, they live in Manhattan, and I want to get them back to London, so I want to find out how to get them back here to work. So good luck with that study and I look forward to the results of that. But I'd be happy to take any comments or any questions on LDI's position on today's report.