



London
CANADA

Council Minutes

8th Meeting of City Council
May 24, 2022, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, S. Hillier

Absent: S. Lehman

Also Present: A. Job, M. Schulthess

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, J. Davison, K. Dickins, S. Mathers, J.P. McGonigle, K. Murray, K. Scherr, C. Smith, S. Stafford, B. Warner, B. Westlake-Power, P. Yeoman

The meeting is called to order at 4:06 PM; it being noted that the following members were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, E. Pelozza, S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor J. Helmer discloses a pecuniary interest in Item 11, clause 2.4, of the 7th Report of the Civic Works Committee, having to do with the Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain, by indicating that he is an employee of Western University.

Deputy Mayor Morgan discloses a pecuniary interest in Item 11, clause 2.4, of the 7th Report of the Civic Works Committee, having to do with the Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain, by indicating that he is an employee of Western University.

Councillor S. Turner discloses a pecuniary interest in Item 1 of the 8th Report of Council in Closed Session, and related Added Bill No. 228, having to do with the property located at 148 Wellington Road with respect to the Wellington Gateway Project, by indicating that he owns property within close vicinity of the subject property.

2. Recognitions

2.1 His Worship the Mayor recognizes the recipient of the 2022 Tim Hickman Health and Safety Scholarship: Shelby Delagardeaux.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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 / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/8/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/8/CSC)

4.3 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. (6.3/8/CSC)

4.4 Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations / Personal Matters / Solicitor-Client Privileged Advice

A matter pertaining to a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality; personal matters about an identifiable individual; and advice that is subject to solicitor-client privilege. (6.1/7/CWC)

4.5 Information Explicitly Supplied in Confidence to the Municipality or Local Board by Canada

A matter pertaining to information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them. (6.2/7/CWC)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

The Council convenes, In Closed Session, at 4:26 PM.

The Council reconvenes at 5:06 PM, with Mayor E. Holder in the Chair.

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

5.1 7th Meeting held on May 3, 2022

Motion made by: P. Van Meerbergen

Seconded by: M. Hamou

That the Minutes of the 7th Meeting held on May 3, 2022, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: S. Turner

Seconded by: E. Pelozza

That the following actions be taken with respect to the Council Communications and Petitions:

a) the report from G. F. Stewart, Integrity Commissioner for the City of London, with respect to the Council meeting of May 3, 2022, BE RECEIVED; and,

b) the communications related to the following BE RECEIVED and BE REFERRED, as noted on the public agenda:

i. 1140 Fanshawe Park Road East – refer to Item 10 (3.5) of the 10th Report of the Planning and Environment Committee;

ii. Revised Victoria Park Secondary Plan – refer to Item 11 (3.6) of the 10th Report of the Planning and Environment Committee.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 8th Report of the Corporate Services Committee

Motion made by: S. Lewis

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

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Employee Attendance 2021

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Enterprise Supports that the staff report dated May 9, 2022 regarding the Employee Attendance 2021 BE RECEIVED.

Motion Passed

3. (2.2) 2021 Annual Parkland Reserve Fund and Section 37 Planning Act (Bonusing) Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

a) the 2021 Annual Parkland Reserve Fund and Section 37 Planning Act (Bonusing) Report BE RECEIVED for information in accordance with section 7 of the O. Reg. 509/20: Community Benefits Charges and Parkland, 2020, as well as sections 37 (7) and 42 (17) of the *Planning Act, 1990*, which require annual financial statements; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2021 Annual Parkland Reserve Fund and Section 37 Planning Act (Bonusing) Report available to the public on the City of London website.

Motion Passed

4. (2.4) City of London Days at Budweiser Gardens – United Way Elgin and Middlesex

Motion made by: S. Lewis

That, on the recommendation of the City Clerk and in accordance with Council's City of London Days at Budweiser Gardens Policy, the request from the United Way Elgin & Middlesex to host the annual Stairclimb on November 3, 2022, BE APPROVED as a City of London Day at Budweiser Gardens.

Motion Passed

5. (2.6) Report from the Federation of Canadian Municipalities Board of Directors Meeting held on March 1 - 4, 2022

Motion made by: S. Lewis

That the communication dated May 9, 2022 from Councillors J. Morgan and M. Cassidy regarding the Federation of Canadian Municipalities (FCM) update on board activities from the virtual meeting held on March 1-4, 2022 BE RECEIVED for information.

Motion Passed

6. (2.3) 2021 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2021 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring:

- a) the report dated May 9, 2022 with respect to this matter BE RECEIVED, in accordance with section 43 (1) of the *Development Charges Act, 1997*, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,
- b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2021 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the *Development Charges Act, 1997*.

Motion Passed

7. (2.5) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 210)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Director, Economic Services and Supports, on the advice of the Director, Realty Services with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

- a) the proposed by-law as appended to the staff report as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, Cuddy Boulevard Parcels and Trafalgar Industrial Park as follows:

Innovation Park (Phases 1 to 4), Skyway Industrial Park, River Road Industrial Park, and Huron Industrial Park (all phases) and Cuddy Blvd Parcels:

- Lots up to 4.99 acres from \$125,000 per acre to \$175,000 per acre
 - 5.00 acres and up from \$115,000 per acre to \$165,000 per acre
- Pricing for serviced industrial land in Trafalgar Industrial Park:
- All lot sizes – from \$115,000 per acre to \$165,000.00 per acre;
- Pricing for serviced industrial land in Innovation Park Phase V:
- All lot sizes – \$250,000.00 per acre;

b) the staff report dated May 9, 2022 entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED; and,

c) the Civic Administration BE DIRECTED to consider the inclusion of requirements that could be added to future updates to the Industrial Land Development Strategy policies that would assist to ensure that prime, serviced, city-owned industrial land is reserved for targeted uses such as, but not limited to, advanced manufacturing and agri-food industries.

Motion Passed

8. (4.1) Association of Municipalities Ontario - Board of Directors, Large Urban Caucus

Motion made by: S. Lewis

That the following actions be taken with respect to the Association of Municipalities of Ontario (AMO) Board of Directors:

a) Councillor A. Hopkins BE ENDORSED to stand for election to the Association of Municipalities of Ontario (AMO) Board of Directors, Large Urban Caucus, for the 2022/2024 term;

b) subject to Councillor A. Hopkins’ successful election to the AMO Board of Directors, Large Urban Caucus, all associated cost to attend the Board of Directors meetings, AMO Conferences and other related commitments (Task Forces, Executive Committee, etc.) for the 2022/2024 term BE APPROVED for reimbursement by The Corporation of the City of London outside of her annual expense allocation; and,

c) Councillor A. Hopkins BE REIMBURSED up to \$500 for campaign-related expenses outside of Councillor A. Hopkins’ annual expense allocation, upon submission of eligible receipts.

Motion Passed

9. (4.2) Board of Directors - Federation of Canadian Municipalities

Motion made by: S. Lewis

That the following actions be taken with respect to the communication dated April 29, 2022 from Councillor J. Morgan regarding standing for re-election to the Federation of Canadian Municipalities’ Board of Directors and his associated expenses:

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

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

WHEREAS FCM's Annual Conferences and Trade Show will take place June 2-5, 2022, in Regina and online, and May 25 to May 27, 2023 in Toronto, during which time the Annual General Meeting will be held and followed by the election of FCM's Board of Directors;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Josh Morgan to stand for election on FCM's Board of Directors for the 2022/2023 term; and

BE IT FURTHER RESOLVED that Councillor J. Morgan be reimbursed by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking re-election to the Board of Directors, in an amount of up to \$500, upon submission of eligible receipts; and

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Josh Morgan attending FCM's Board of Directors meetings, the FCM Annual Conference and AGM and the Trade Show, during the 2022/2023 term.

Motion Passed

10. (4.3) Application - Issuance of Proclamation - Never Give Up Day
Motion made by: S. Lewis

That consideration of the proclamation request from A. Horowitz, Director-Global, for "Never Give Up Day", BE REFERRED to a future meeting of the Corporate Services Committee in order for additional information to be provided to the Committee for consideration; it being noted that Councillors J. Morgan and M. Hamou will reach out to the organizer for the aforementioned information.

Motion Passed

11. (5.1) Application - Issuance of Proclamation - Day of Remembrance for Our London Family
Motion made by: S. Lewis

That based on the application dated May 3, 2022 from London and Middlesex Local Immigration Partnership, June 6, 2022 BE PROCLAIMED as Day of Remembrance of Our London Family.

Motion Passed

8.2 7th Report of the Civic Works Committee

Motion made by: E. Pelozza

That the 7th Report of the Civic Works Committee, BE APPROVED, excluding Item 11 (2.4).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

Councillor J. Helmer discloses a pecuniary interest with respect to Item 2.4, having to do with the Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain Remediation, by indicating that Western University is his employer.

Motion Passed

2. (2.1) 4th Report of the Cycling Advisory Committee

Motion made by: E. Pelozza

That the 4th Report of the Cycling Advisory Committee, from its meeting held on April 20, 2022, BE RECEIVED.

Motion Passed

3. (2.2) West London Dyke: Consultant Award for Infrastructure Feasibility Assessment

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to staff report dated May 10, 2022, related to the RFP21-70 West London Dyke Feasibility study:

- a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete consulting services for the West London Dyke Feasibility study with the estimate on file, at an upset amount of \$246,718.80, including 20% contingency, excluding HST, in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;

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. (2022-F06A)

Motion Passed

4. (2.3) Contract Award: Tender RFT 2022-016 Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project - Irregular Result

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project (EW3583):

a) the bid submitted by Stone Town Construction Limited at its tendered price of \$9,268,377.75, excluding HST, BE ACCEPTED in accordance with Section 8.10 (a) and 13.2 (b) of the City of London's Procurement of Goods and Services Policy; it being noted that this is an irregular result because the cost exceeds the project budget; it being further noted that the bid submitted by Stone Town Construction Limited was the lowest of four bids received and meets the City's specifications and requirements;

b) R.V. Anderson Associates Limited, 557 Southdale Road East, Suite 200, London, Ontario, N6E 1A2 BE AUTHORIZED to complete the contract administration and construction supervision required for this project as well as additional engineering activities, all in accordance with the estimate on file, at an upset amount of \$808,692.00, including contingency, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with Stone Town Construction Limited for the work;

f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with R.V. Anderson Associates Limited; and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including railway purchase orders, if required, to give effect to these recommendations. (2022-E09)

Motion Passed

5. (2.5) Amendments to the Traffic and Parking By-law (Relates to Bill No. 218)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated May 10, 2022, BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2022-T02/T08)

Motion Passed

6. (2.6) Oxford Street West and Gideon Drive Intersection Improvements - Environmental Assessment Project File Report

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the Oxford Street West and Gideon Drive Intersection Improvements Environmental Assessment:

- a) the Oxford Street West and Gideon Drive Intersection Improvements Environmental Assessment Study Project File Report Executive Summary BE ACCEPTED;
- b) the Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Project File Report BE PLACED on the public record for a 30-day review period. (2022-T06)

Motion Passed

7. (2.7) Colonel Talbot Road Two-lane Upgrades from Southdale Road to James Street - Appointment of Consulting Engineer

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the appointment of a Consulting Engineer for the detailed design and tendering of Colonel Talbot Road Two-lane Upgrades from south of Southdale Road to James Street:

- a) AECOM Canada Ltd. BE APPOINTED as the Consulting Engineer to complete the Detailed Design and Tendering Services at an upset amount of \$756,192.00, excluding HST, in accordance with RFP-2022-008 and Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this

assignment;

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2022-T06)

Motion Passed

8. (2.8) 2022 New Traffic and Pedestrian Signals and Pedestrian Crossovers (Relates to Bill No. 219)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the planned pedestrian signal and pedestrian crossover installations:

a) the installation of the following pedestrian signal BE APPROVED:

i) Tecumseh Avenue and Wharncliffe Road South;

b) the ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2022-T07)

Motion Passed

9. (2.9) London Psychiatric Hospital Lands Stormwater Management Facility: Engineering Consultant Award

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to staff report dated May 10, 2022, related to RFP2022-017 - London Psychiatric Hospital Stormwater Management Facility Consulting Engineering Services:

a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete the functional design, detailed design, inspection, and general construction administration for the London Psychiatric Hospital Lands Stormwater Management Facility with the estimate, on file, at an upset amount of \$558,376.44, including 15% contingency and provisional items, excluding HST, in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E03)

Motion Passed

10. (2.10) Municipal Drain Petition - London Dairy Farms Ltd.

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the London Dairy Farms Ltd. municipal drain petition:

a) the petition for the reconstruction of the Jenkins Municipal Drain located in the area of Wilton Grove Road and Old Victoria Road to benefit the drainage of Lot 6-8, Concession 2, 3700 Old Victoria Road, Township of Westminster BE ACCEPTED by the Council of the Corporation of the City of London under Section 5 of the Drainage Act; and,

b) Mike DeVos, P.Eng. of Spriet Associates London Limited BE APPOINTED under Section 8 of the Drainage Act to complete a report for the new drains. (2022-D09)

Motion Passed

12. (3.1) Amendments to Consolidated Fees and Charges By-law

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated May 10, 2022, BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend By-law A-57, being "A by-law to provide for Various Fees and Charges" to remove the Bike Locker Pilot Project Fees timeframe; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2022-F21)

Motion Passed

13. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at May 2, 2022, BE RECEIVED.

Motion Passed

11. (2.4) Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain Remediation

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022 related to the Huron Street Watermain Remediation Project (EW3580):

- a) Stantec Consulting Ltd., 600-171 Queens Avenue, London, Ontario, N6A 5J7, BE AUTHORIZED to complete the contract administration, construction supervision and environmental monitoring required for this project as well as additional engineering activities, all in accordance with the estimate on file, at an upset amount of \$172,506.40, including contingency, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) the City BE AUTHORIZED to enter into a temporary easement agreement with the University of Western Ontario in a form to be approved by the City Solicitor's Office;
- c) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work;
- f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E08)

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, M. Hamou, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Recuse: (2): J. Helmer, and J. Morgan

Absent: (1): S. Lehman

Motion Passed (12 to 0)

8.3 10th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 10th Report of the Planning and Environment Committee, BE APPROVED, excluding Item 11 (3.6).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 5th Report of the Environmental and Ecological Planning Advisory

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 5th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on April 21, 2022:

- a) the Working Group report relating to the property located at 7098-7118 Kilbourne Road BE REFERRED to the Civic Administration for consideration;
- b) the Working Group report relating to the property located at 1140 Fanshawe Park Road East BE REFERRED to the Civic Administration for consideration;
- c) on the advice of the Civic Administration, the proposed draft Goldfish brochure BE FORWARDED to the new Ecological Community Advisory Committee for discussion, and to Corporate Communications for review;
- d) on the advice of the Civic Administration, the Wetland Relocation Lessons Learned document BE PROVIDED to the Ecological Community Advisory Committee for discussion;
- e) the Working Group comments relating to the property located at 1349 Western Road BE FORWARDED to the Civic Administration for consideration; and,
- f) clauses 1.1, 3.1 to 3.3, inclusive, BE RECEIVED for information.

Motion Passed

3. (2.3) 1345 Cranbrook Road and 1005 Longworth Road (P-9488)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Craig Linton (Norquay Developments), to exempt lands located at 1345 Cranbrook Road and 1005 Longworth Road, legally described as Blocks 28 & 29, Plan 33M-657, from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated May 9, 2022 BE INTRODUCED at a future Municipal Council meeting, to exempt Block 28 & 29, Plan 33M-657 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement; and further noting that the applicant has applied for a zoning by-law amendment to change the zoning of the subject lands from an Urban Reserve UR2 Zone to a Residential R1 (R1-8) Zone in Zoning By-law No. Z.-1 to permit single detached dwellings;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 28 & 29, Plan 33M-657, as noted in clause a) above:
- i) the applicant be advised that the cost of registration of the said by-laws is to be borne by the applicant in accordance with City Policy;
 - ii) that appropriate zoning shall be in effect for the subject blocks, prior to passage of the Part-Lot Control By-law;
 - iii) the applicant submit a draft reference plan to the City for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iv) the applicant submits to the City a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - v) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
 - vi) the applicant submit to the City for review and approval, prior to the reference plan being deposited in the land registry office, any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
 - vii) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
 - viii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
 - ix) the applicant shall obtain confirmation from the City that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
 - x) the applicant shall obtain approval from the City of each reference plan to be registered prior to the reference plan being registered in the land registry office;
 - xi) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
 - xii) the applicant shall obtain clearance from the City that requirements v), vi) and vii) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Division for lots being developed in any future reference plan;

xiii) that on notice from the applicant that a reference plan has been registered, and that conveyance of the registered part lots has occurred, that Part Lot Control be re-established by the repeal of the bylaw affecting the Lot/Block in question; and,
xiv) the applicant shall register on title and include in all Purchase and Sale Agreements for the lot at the northeast corner of Cranbrook Road and Longworth Road, identified as Part 8 on the draft reference plan, a requirement that the purchaser/home builder provide concept plans and elevations prior to the application for a building permit which demonstrate that both elevations facing the streets (the front and exterior side elevations) are designed as front elevations. Both elevations should be constructed to have a similar level of architectural details (materials, windows (size and amount) and design features, such as but not limited to porches, wrap-around materials and features, or other architectural elements that provide for street-oriented design) and limited chain link or decorative fencing along no more than 50% of the exterior side-yard abutting the exterior side-yard frontage, to the satisfaction of the City. (2022-D25)

Motion Passed

4. (2.4) Building Division Monthly Report - February, 2022

Motion made by: A. Hopkins

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

Motion Passed

5. (2.2) Community Improvement Plan (CIP) Financial Incentives Program 5-Year Review

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan incentives:

a) the staff report dated May 9, 2022 entitled "Community Improvement Plan (CIP) Financial Incentive Programs 5-Year Review", with respect to the evaluation of Community Improvement Plan incentives, BE RECEIVED;

b) the Civic Administration BE DIRECTED to report back at a future meeting of the Planning and Environment Committee with a comprehensive review, including a sensitivity analysis, of the City's existing Community Improvement Plans and associated financial incentives; and,

c) the Civic Administration BE DIRECTED to report back at a future meeting with preliminary information for the 2024-2027 multi-year Budget. (2022-D19)

Motion Passed

6. (3.1) 3101Petty Road and 3047 White Oak Road (39CD-22501)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2831570 Ontario Inc., relating to the property located at 3101 Petty Road and 3047 White Oak Road:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3101 Petty Road and 3047 White Oak Road; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3101 Petty Road and 3047 White Oak Road;

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

- S. Allen, MHBC. (2022-D07)

Motion Passed

7. (3.2) 3557 Colonel Talbot Road (39CD-21519)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

- a) the Approval Authority BE ADVISED that issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3557 Colonel Talbot Road, relating to uncertainty relating to the common element; and,
- b) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3557 Colonel Talbot Road;
 - i) concerns with respect to the lack of a proposed fence on the south side of the property; and,
 - ii) uncertainty relating to the common element;

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

- M. Campbell, Zelinka Priamo Ltd.; and,
- N. Khamidbayev, 3596 Isaac Court. (2022-D07)

Motion Passed

8. (3.3) 1345 Cranbrook Road and 1005 Longworth Road (Z-9487)
(Relates to Bill No. 227)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Craig Linton (Norquay Developments), relating to lands located at 1345 Cranbrook Road and 1005 Longworth Road, the proposed by-law appended to the staff report dated May 9, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to

amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve UR2 Zone TO a Residential R1 Special Provision (R1-8()) Zone;

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

- C. Linton, Norquay Developments;

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

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential designation; and,
- the zoning will permit single detached dwellings which are appropriate and compatible with existing and future planned development in the area, and consistent with zoning applied to residential uses along Cranbrook Road and Longworth Road within Crestwood West Subdivision - Phase 2. (2022-D09)

Motion Passed

9. (3.4) 346, 370 and 392 South Street and 351, 373 and 385 Hill Street - Revised Draft Plan of Vacant Land Condominium (39CD-21522)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Vision SoHo Alliance relating to the properties located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to a property located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street;

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

- H. Froussios, Zelinka Priamo Ltd. (2022-D07)

Motion Passed

10. (3.5) 1140 Fanshawe Park Road East (39T-07502 / OZ-9473)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Drewlo Holdings Inc, relating to the property located at 1140 Fanshawe Park Road East:

- a) the request to amend the 1989 Official Plan to change the designation on Schedule "A" – Land Use on a portion of the subject lands FROM a Low-Density Residential designation along Sunningdale Road East TO a Multi-Family, Medium Density Residential designation, BE REFUSED;
- b) the request to amend the 1989 Official Plan change the designation on Schedule "A" – Land Use on a portion of the subject lands FROM a Low-Density Residential designation TO an Open Space designation, BE REFUSED;
- c) the request to amend The London Plan to change the place type on a portion of the subject lands FROM a Green Space Place Type TO a Neighbourhoods Place Type, BE REFUSED;
- d) the request to amend The London Plan to change the place type on a portion of the subject lands FROM a Neighbourhoods Place Type TO a Green Space Place Type, BE REFUSED;
- e) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Urban Reserve (h-2*UR3) Zone, Urban Reserve (UR3) Zone and Open Space (OS5) Zone, TO a Bonus Residential R8 Special Provision (B-_*R8-4(_)) Zone, Residential R5 (R5-7) Zone, Residential R1 Special Provision (R1-3(_)) Zone, Residential R1 (R1-2) Zone, Residential R1 (R1-3) Zone, Neighbourhood Facility (NF) Zone and an Open Space (OS5) Zone BE REFUSED;
- f) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision submitted by Drewlo Holdings Inc. relating to the property located at 1140 Fanshawe Park Road East:
 - i) concerns with respect to the increase in traffic;
 - ii) concerns with respect to the increase in noise;
 - iii) relating to the road widening around Nicole Avenue, wondering if it is possible to relocate where Nicole Avenue exits as there are other properties along Sunningdale Road East that do not have housing directly across the road;
 - iv) enquiring if the City intends to add sewers;
 - v) relating to Block 34, requesting that the provision of yard depth be provided in order to accommodate a landscaped buffer for screening from the residential properties on the north side of Sunningdale Road East; and,
 - vi) consideration be given for the aesthetics for homeowners in these existing properties by way of an aesthetic looking fencing, street orientated windows to ensure existing property owners are not looking into the backyards; and,
- g) the Approval Authority BE ADVISED that Municipal Council does not support issuing draft approval of the proposed plan of subdivision as submitted by Drewlo Holdings Inc. (File No. 39T-07502), prepared by MTE, which shows 18 low density blocks, six (6) medium-density residential blocks, two (2) school blocks, and three (3) open space blocks including one (1) open space block for the compensation and relocation of an existing Provincially Significant Wetland, seven (7) new access points at Sunningdale

Road East, Savannah Drive, Nicole Avenue, Devos Drive, Blackwell Boulevard, Stackhouse Avenue and Fanshawe Park Road East as well as five (5) internal streets;

it being pointed out that the Planning and Environment Committee received the following communications, with respect to these matters:

- the staff presentation; and,
- the revised staff recommendation;

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

- C. O'Brien, Drewlo Holdings; and,
- L-A. Gill, 1468 Sunningdale Road East;

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

- the proposed and recommended amendments propose development within a Provincially Significant Wetland;
- the proposed and recommended amendments do not conform to the in-force policies of The London Plan, including but not limited to the policies of the Neighbourhoods and Green Space Place Type and to the Our Strategy, Our City and the Key Directions;
- the proposed and recommended amendments do not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Low-Density Residential designation, the Multi-Family Medium Density Residential designation, and the Open Space designation; and,
- the proposed and recommended zoning amendments do not conform to The London Plan or the 1989 Official Plan. (2022-D09)

Motion Passed

12. (5.1) Deferred Matters

Motion made by: A. Hopkins

That the Deferred Matters List for the Planning and Environment Committee, as at May 1, 2022, BE RECEIVED.

Motion Passed

11. (3.6) Revised Victoria Park Secondary Plan (O-8978) (Relates to Bill No.'s 212, 213, 214, 215, 216 and 217)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Victoria Park Secondary Plan:

- a) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan TO ADOPT the Victoria Park Secondary Plan, appended to the staff report dated May 9, 2022 as Appendix "A", Schedule 1;
- b) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council

meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan TO ADD the Victoria Park Secondary Plan to Policy 1565, the list of adopted Secondary Plans;

c) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “C” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan by ADDING the Victoria Park Secondary Plan to Map 7 – Specific Policy Areas;

d) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “D” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan TO AMEND Policy 1038 to add clarity for the application of the Victoria Park Secondary Plan to the lands in the Woodfield Neighbourhood Specific Policy Area;

e) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “E” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 TO AMEND the Official Plan (1989), as follows:

i) AMEND Section 20.2 TO ADD the Victoria Park Secondary Plan to the list of adopted Secondary Plans;

ii) ADD Section 20.10 the Victoria Park Secondary Plan;

iii) ADD the naming and delineation of the “Victoria Park Secondary Plan” to Schedule “D” – Planning Areas.

f) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “F” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan (1989) TO AMEND Section 3.5.4 – Woodfield Neighbourhood to add clarity to the application of the policy for the area subject to the Victoria Park Secondary Plan;

g) the Civic Administration BE DIRECTED to evaluate the properties in the block bounded by Richmond Street, Central Avenue, Wellington Street, and Hyman Street for designation pursuant to the Ontario Heritage Act;

it being pointed out that the Planning and Environment Committee received the following communications, with respect to these matters:

- a communication from B. Lansink;
- a communication from H. Handy, Vice President, GSP Group Inc.;
- a communication from S. Stapleton Vice President, Auburn Developments; and,
- a communication from C. Kulchycki, Senior Planner, Zelinka Priamo Ltd.;

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

- H. Handy, GSP Group, on behalf of 560 Wellington Holdings Inc.;
- M. Campbell, Zelinka Priamo Ltd., on behalf of St. Peter's Cathedral and the Roman Catholic Diocese of London;
- C. Kulchycki, Zelinka Priamo Ltd, on behalf of Great West Life;
- B. Lansink, 505 Colborne Street;
- M.A. Hodge, 310 Wolfe Street;
- A.M. Valastro; and,
- G. Bruzas, 568 Wellington Street. (2022-D09)

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

That Part A, West Policy Area, as indicated in Table 1: Permitted Heights of the Victoria Park Secondary Plan the minimum height BE AMENDED to require one storey, rather than 2 storeys (or 8 Metres).

Yeas: (2): M. van Holst, and P. Van Meerbergen

Nays: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Failed (2 to 12)

Motion made by: A. Hopkins

The motion to approve Item 11 (3.6) is put.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

9. Added Reports

9.1 8th Report of Council in Closed Session

Motion made by: M. Hamou
Seconded by: J. Fyfe-Millar

1. Property Acquisition – 148 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 148 Wellington Road, further described as Part of Lot 25, Concession Broken Front, Geographic Township of Westminster, designated as Part 1, Plan 33R-15635, being all of PIN 08358-0009 (LT), containing an area of approximately 8,386 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by 588274 Ontario Inc (the “Vendor”), to sell the subject property to the City, for the sum of \$800,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

Motion Passed (12 to 1)

Motion made by: M. Hamou

Seconded by: J. Fyfe-Millar

2. Execution of Collective Agreement - Service Employees International Union, Local 1 Canada (Registered Nurses Bargaining Unit) January 1, 2021 to December 31, 2023.

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the following actions be taken;

a) the September 20, 2021 Agreed to Items attached as Schedule "B" BE RATIFIED; and,

b) 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 2021 to 2023, appended as Schedule "C" to the staff report dated May 9, 2022, pursuant to Memorandum of Agreement dated October 25, 2021 (Schedule "A" to the staff report dated May 9, 2022), and the Agreed to Items dated September 20 and 21, 2021 (Schedule "B" to the staff report dated May 9, 2022) between The Corporation of the City of London and Service Employees International Union Local 1 Canada (Registered Nurses Bargaining Unit) ("SEIU RN").

3. Canada Community Revitalization Fund - Contribution Agreement

That, on the recommendation of the Deputy City Manager, Finance Supports, the Civic Administration BE DIRECTED to take the following actions with respect to the staff report dated May 10, 2022, related to the Canada Community Revitalization Fund - Contribution Agreement:

a) undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the attached Contribution Agreement for the Canada Community Revitalization Fund between Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London ("Agreement"); and,

b) delegate the necessary authority to Civic Administration with regards to reports, documents and certificates required under the above-noted Agreement.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

10. Deferred Matters

None.

11. Enquiries

Councillor S. Lewis enquired with respect to fireworks outside permitted dates and times. The Deputy City Manager, Neighbourhood and Community-Wide Services provides information to the Council with respect to this matter.

Councillor J. Helmer enquired with respect to the restoration of power, the cleanup following the storm and if the City of London has received requests for assistance from other municipalities. The City Manager provides information to the Council with respect to this matter.

Councillor P. Van Meerbergen enquired with respect to specific dates and times fireworks are permitted this year. The Deputy City Manager, Neighbourhood and Community-Wide Services provides information to the Council with respect to this matter.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Hillier
Seconded by: J. Fyfe-Millar

That Introduction and First Reading of Bill No.'s 207 to 227, and added Bill No.'s 229 and 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

Motion made by: P. Van Meerbergen
Seconded by: A. Hopkins

That Second Reading of Bill No.'s 207 to 227, and added Bill No.'s 229 and 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

Motion made by: M. van Holst
Seconded by: M. Cassidy

That Third Reading and Enactment of Bill No.'s 207 to 227, and added Bill No.'s 229 and 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

Motion made by: E. Pelozza
Seconded by: J. Fyfe-Millar

That Introduction and First Reading of Added Bill No. 228, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

Motion Passed (12 to 1)

Motion made by: A. Hopkins
Seconded by: M. Hamou

That Second Reading of Added Bill No. 228, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

Motion Passed (12 to 1)

Motion made by: E. Pelozza
Seconded by: S. Lewis

That Third Reading and Enactment of Added Bill No. 228, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

Motion Passed (12 to 1)

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

Bill No. 207	By-law No. A.-8243-136 - A by-law to confirm the proceedings of the Council Meeting held on the 24th day of May, 2022. (City Clerk)
Bill No. 208	By-law No. A.-8244-137 - A by-law to appoint Sarah Corman as Deputy Clerk. (City Clerk)
Bill No. 209	By-law No. A.-8245-138 - A by-law to appoint deputies to the City Clerk and repeal By-law No. A.-8089-121. (City Clerk)
Bill No. 210	By-law No. A.-6151(af)-139 - A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land. (2.5/8/CSC)
Bill No. 211	By-law No. A-57-22002 - A by-law to amend By-law A-57 being "A by-law to provide for Various Fees and Charges" to remove the Bike Locker Pilot Project Fees timeframe. (3.1/7/CWC)
Bill No. 212	By-law No. C.P.-1284(wy)-140 - A by-law to amend The Official Plan for the City of London, 1989 relating to the Victoria Park Secondary Plan area. (3.6e/10/PEC)
Bill No. 213	By-law No. C.P.-1284(wz)-141 - A by-law to amend Official Plan for the City of London, 1989 relating to the Victoria Park Secondary Plan area. (3.6/f/10/PEC)
Bill No. 214	By-law No. C.P.-1512(bg)-142 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6a/10/PEC)
Bill No. 215	By-law No. C.P.-1512(bh)-143 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6b/10/PEC)
Bill No. 216	By-law No. C.P.-1512(bi)-144 - A by-law to amend The London Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6c/10/PEC)
Bill No. 217	By-law No. C.P.-1512(bj)-145 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6d/10/PEC)
Bill No. 218	By-law No. PS-114-22002 - A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.5/7/CWC)
Bill No. 219	By-law No. PS-114-22003 - A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.8/7/CWC)

Bill No. 220	By-law No. S.-6178-146 - A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Bradley Avenue. (Chief Surveyor – pursuant to the Bradley Avenue Extension project)
Bill No. 221	By-law No. S.-6179-147 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Exeter Road, Wonderland Road South and Wharncliffe Road South) (Chief Surveyor – registered as ER1451779 pursuant to B.011/21 and in accordance with Z.-1)
Bill No. 222	By-law No. S.-6180-148 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road West between Westdel Bourne and Colonel Talbot Road; and as widening to Wickerson Road north of Southdale Road West) (Chief Surveyor – pursuant to the Southdale Rd W and Wickerson Rd Improvements project)
Bill No. 223	By-law No. S.-6181-149 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Road north of Greenfield Drive) (Chief Surveyor – for road widening purposes, registered as ER1454637 pursuant to the Bus Rapid Transit Project that require presentation at the present time)
Bill No. 224	By-law No. S.-6182-150 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street east of Egerton Street) (Chief Surveyor – for road widening purposes, pursuant to SPA18-039 that require dedication at the present time)
Bill No. 225	By-law No. W.-5618(e)-151 - A by-law to amend by-law No. W.-5618-64, as amended, entitled “A by-law to authorize the Southdale Road Widening-Farnham Road to Pine Valley (Project No. TS1629-1)” (4.6/5/CWC)
Bill No. 226	By-law No. W.-5685-152 - A by-law to authorize the Bostwick Rd Upgrades – Pack Rd to Southdale Rd (Project TS1357). (4.6/5/CWC)
Bill No. 227	By-law No. Z.-1-223030 - A bylaw to amend By-law No. Z.-1 to rezone lands located at 1345 Cranbrook Road and 1005 Longworth Road. (3.3/10/PEC)
Bill No. 228	By-law No. A.-8246-153 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 588274 Ontario Inc, for the acquisition of the property located at 148 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/8/CSC)
Bill No. 229	By-law No. A.-8247-154 - A by-law to authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Service Employees International Union, Local 1 Canada (Registered Nurses Bargaining Unit). (6.3/8/CSC)

<p>Bill No. 230</p>	<p>By-law No. A.-8248-155 - A by-law to approve the Canada Community Revitalization Fund Contribution Agreement between the Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London (“Agreement”); and to authorize the Mayor and City Clerk to execute the Agreement. (6.2/7/CWC)</p>
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14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

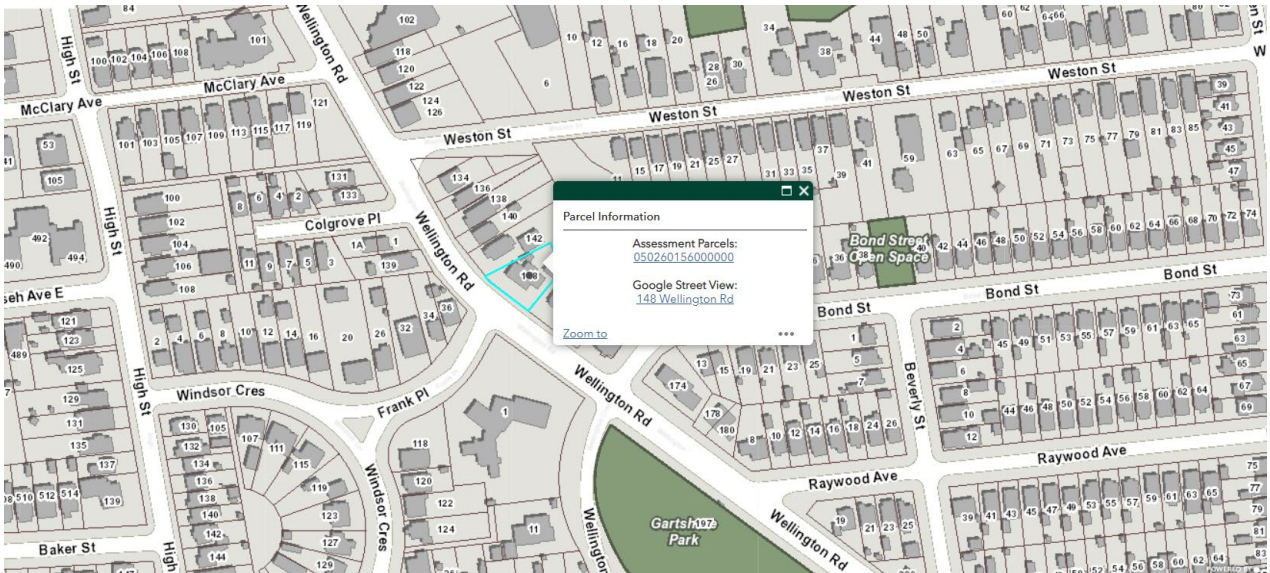
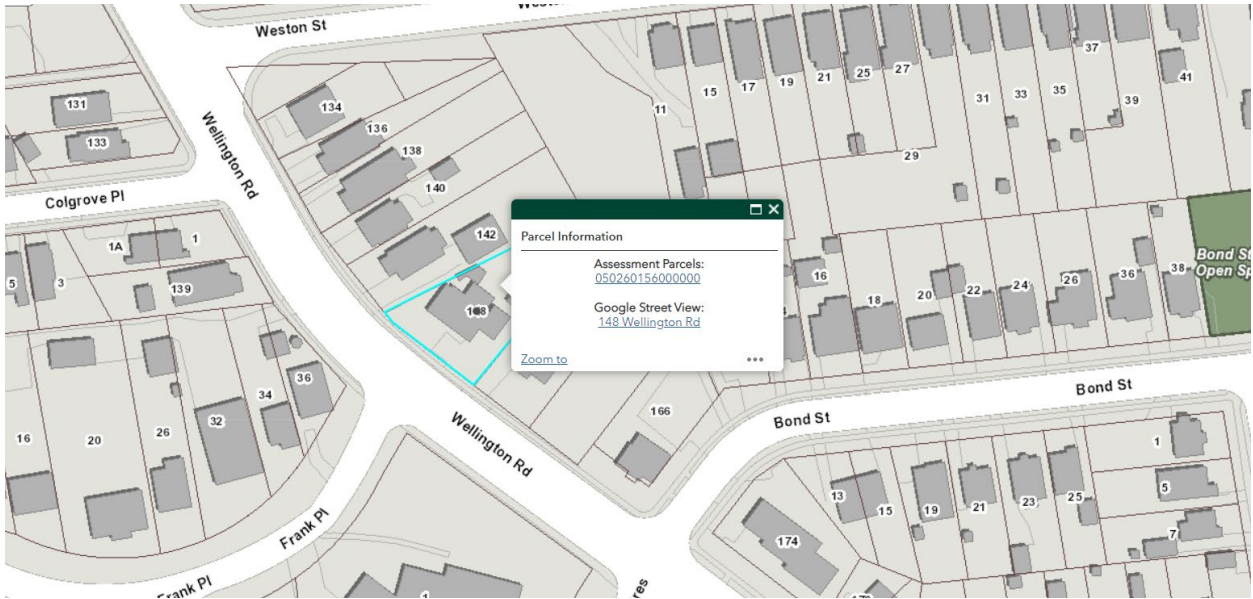
The meeting adjourned at 6:29 PM.

Ed Holder, Mayor

Michael Schulthess, City Clerk

Appendix B – Location Map

148 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 588274 ONTARIO INC

REAL PROPERTY:

Address 148 Wellington Road, London, ON N6C 4N6

Location East side of Wellington Road, North of Bond Street

Measurements approximately 779.88 m²/ 8,395.84 ft²

Legal Description: Part of Lot 25, Concession Broken Front, Geographic Township of Westminster, Designated as Part 1, Plan 33R-15635, in the City of London, County of Middlesex, being all of PIN 08358-0009 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be EIGHT HUNDRED THOUSAND DOLLARS CDN (\$800,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **May 27th, 2022**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **June 10th, 2022** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **June 28th, 2022**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Michael Schullthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 14th day of April 2022,

SIGNED, SEALED AND DELIVERED
In the Presence of

ALAN MATTHESON
A Matheson

588274 ONTARIO INC

Per: _____

Name: John W. Robinson

Title: PRESIDENT

We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: CYNTHIA MACKENZIE 519 672-1772

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 8th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$40,000.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$40,000.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
10. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
11. **BRIDGE FINANCING:** The Purchaser agrees to pay reasonable costs incurred from (*date to date*) for bridge financing. Reasonable costs shall include only interest on principal, financial institution administrative costs, and the vendor solicitor's fees and costs. (This clause used when the transaction involves a buy-out and the Completion date of the City purchase will not be able to match the earlier completion date of a replacement property)
12. **CHATELS INCLUDED:** none
13. **FIXTURES EXCLUDED:** wall unit
14. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: hot water heater

Appendix A – Source of Financing Report

Appendix "A" Confidential

#22069

May 9, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 148 Wellington Road
Wellington Gateway Rapid Transit Project
(Subledger LD180016)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
588274 Ontario Inc.

Finance Supports Report on the Sources of Financing:


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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	18,032,900	11,339,397	914,069	5,779,434
Total Expenditures	\$18,032,900	\$11,339,397	\$914,069	\$5,779,434
Sources of Financing				
Capital Levy	1,896,342	1,192,452	96,124	607,766
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	10,146,945	817,945	5,171,668
Total Financing	\$18,032,900	\$11,339,397	\$914,069	\$5,779,434

Financial Note:

Purchase Cost	\$800,000
Add: Legal Fees etc.	86,000
Add: Land Transfer Tax	12,475
Add: HST @13%	115,180
Less: HST Rebate	-99,586
Total Purchase Cost	<u>\$914,069</u>

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



Jason Davis
Manager of Financial Planning & Policy

km

AGREED TO ITEMS – September 20, 2021

1. The parties agree to housekeeping amendments to the collective agreement including updating any titles and services areas, correcting typos/spelling errors, deleting past effective dates (as applicable) and consistent referencing of numbers to include both written in brackets (for example one (1)). The following are included as housekeeping changes agreed to by the parties:

4.03 (a) ~~Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable. Effective August 15, 2018,~~

9.03 **Loss of Seniority**

- (f) fails to report for work within **ten** (10) days after being notified by the employer following the lay-off or fails to advise the employer within **five** (5) days (exclusive of Saturdays, Sundays, or paid holidays) of their intention to report for work pursuant to notification by registered mail address to the last address on record with the home. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the home.

9.04 **Layoff and Recall**

- (a) There shall be at least **eight** (8) weeks' notice to the Union in the event of a proposed layoff of a permanent or long-term nature. This notice is not in addition to required notice for individual employees.
- (f) In the event of layoff of a full-time employee, the Home shall pay its share of insured benefits premiums up to **three** (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 15 – HOURS OF WORK

- 15.01 The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week:

- (a) the regular work shift for employees shall be **eight (8)** hours per day inclusive of a paid one half (**1/2**) hour lunch; and
- (b) the regular schedule for full-time employees will be **eighty (80)** hours averaged over a two (**2**) week pay period.

15.02 Subject to the exigencies of patient care, nurses shall be entitled to relief periods during the shift of **fifteen (15)** minutes for each half (**1/2**) shift.

15.03 **Daylight Savings Time**

Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for an **eight (8)** hour shift rather than the actual hours worked.

15.04 If a nurse is authorized to work in excess of the hours referred to in 15.01(a) or (b) above, they will receive overtime premium of one and a half times their regular straight time hourly rate.

15.07

Christmas time off will include Christmas Eve and Christmas Day, New Years' time off will include New Year's Eve and New Year's Day. It is understood that the scheduling objectives will be waived between December 15 and January 15 so that employees may receive the consecutive days off at either Christmas or New Years. Christmas and New Year's will be alternated from year to year for each employee.

15.08 Pursuant to section 17 of the *Employment Standards Act, 2000* the parties agree that employees in this bargaining unit may work beyond their regularly scheduled work day but not to exceed thirteen (13) hours or up to **sixty (60)** hours in a week where the employee agrees, except as otherwise provided by the *Employment Standards Act, 2000*.

18.01

- (f) Any Representative appointed or selected in accordance with (b) hereof, shall serve for a term of one (**1**) calendar year from the date of appointment which may be renewed for further periods of one (**1**) year. Time off for such representatives to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled working hours shall not lose regular earnings as a result of such attendance. Attendance on the part of employees not regularly scheduled for work shall be compensated at straight time, and in any event such attendance shall not cause the paying of overtime premium.

ARTICLE 22 – SICK LEAVE

It is understood that part time employees who ~~have chosen pay~~ **are in receipt** of in lieu of benefits **in accordance with Article 21:01** and ~~all new part time employees~~ do not have sick leave.

For all existing full-time employees and those grandfathered part time employees who have chosen not to have pay in lieu of benefits the existing sick leave plan will continue (please see Appendix B).

- 22.01 (a) Each full-time and nurse shall be eligible to a credit of one day of sick leave credit for each month of service with the Employer. Such earned credits shall be cumulative to a maximum of **eighty (80)** days.
- (b) Each full-time nurse shall earn one (1) day (**eight (8)** hours) of sick leave credit for each complete month during which they worked all scheduled hours. Vacation, paid holidays, bereavement leave, time off in lieu or authorized Union business or leave prescribed by the *Employment Standards Act, 2000* (except unpaid sick leave) are considered hours worked. Such earned credits shall be cumulative to a maximum of **eighty (80)** days. An absence or absences for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was one day (8 hours) or more.
- (c) Those employees with a sick leave balance in excess of **eighty (80)** days as at August 16, 2016 may use the credits in excess of **eighty (80)** days until the balance is reduced to the cap of **eighty (80)** days.

22.03 If a full-time nurse is absent due to sickness;

- (a) for **three (3)** but less than **thirty (30)** consecutive days, they shall be required to submit a certificate from their physician in order to be entitled to sick leave with pay, which certificate is also required to state that they are able to resume full normal duties on their return to work
- (b) for **thirty (30)** or more than **thirty (30)** consecutive days, they shall be required to submit a certificate from their physician certifying their inability to work and the nature of such sickness. An employee shall not be entitled to be paid sick leave in that month without furnishing such certificate and so on from month to month in the event the employee's sickness extends from one month to the next month.

22.06 Full-time nurses, upon completion of the probationary period, will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid **sixty-six and two thirds percent (66 2/3%)** of gross pay or, the Employment Insurance weekly maximum benefit amount at the time of disability, whichever is higher. Benefits will commence following a **seven (7)** day waiting period or upon exhaustion of sick

credits whichever is later and shall be paid for a maximum of **twenty-six (26)** weeks. The Employer will pay **one hundred percent (100%)** of the premium and sick payment will constitute the Employer's obligation respecting the **five-twelves (5/12)** portion of the UIC premium reduction rebate owing to employees.

2. Parties agreed to the follow amendments in Article 7:

ARTICLE 7 – UNION REPRESENTATION

7.01 The Home will recognize the following ~~representation~~ **stewards**, upon being duly advised by the Local Union of the names of the representatives and of alternates:

Dated in London, this 20th day of September, 2021

FOR THE UNION

A. Donic
Sh. L.
Mona Druy

FOR THE EMPLOYER

LE ASS
Naife Mawda
[Signature]
Mike Holdings
K. Look
[Signature]
[Signature]
[Signature]

CANADA COMMUNITY REVITALIZATION FUND

CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of May 4, 2022

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
("Her Majesty") hereby represented by the Minister responsible
for Federal Economic Development Agency for Southern Ontario

AND: **THE CORPORATION OF THE CITY OF LONDON**
("Recipient") a municipality established under the laws of
Ontario.

WHEREAS the Federal Economic Development Agency for Southern Ontario was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

WHEREAS as part of the Southern Ontario Prosperity Program, the Minister has established the *Canada Community Revitalization Fund* to help communities, cities and towns build and improve their infrastructure to bring people back to public shared spaces safely, and to create jobs and stimulate local economies as they recover from the social and economic disruptions associated with the COVID-19 outbreak;

WHEREAS the Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;

WHEREAS the Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient's Eligible and Supported Costs (as defined herein) for each Project;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of each Project (as defined herein).

2. Interpretation

2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Agency means the Federal Economic Development Agency for Southern Ontario.

Agreement means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

CCRF means the Canada Community Revitalization Fund.

Cash Flow Projection of each Project means a spreadsheet presentation of each Project's projected total quarterly revenues and expenses for the duration of each Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.

Completion Date means each Project completion date as specified in Annex 1 - Statement of Work.

Contribution means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.

Control Period means the period of [select] years following the period determined in Subsection 3.1 as the duration of the Agreement.

Date of Acceptance means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

Eligibility Date means April 19, 2021.

Eligible Costs means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out each Project.

Eligible and Not-Supported Costs means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.

Eligible and Supported Costs means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to each Project’s activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

Event of Default means the events of defaults described in Subsection 11.1 hereof.

Fiscal Year means the Government of Canada’s fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

Minister means the Minister responsible for the Agency or any one or more of the Minister’s representatives.

Parties means the Minister and the Recipient and **Party** means any one of them.

Program Completion Date means March 31, 2023.

Project means each Project described in Annex 1 – Statement of Work.

Southern Ontario includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

- Annex 1 – A, Statement of Work**
- Annex 1 – B, Statement of Work**
- Annex 2 - Costing Guideline Memorandum**
- Annex 3 - Reporting Requirements**
- Annex 4 - Federal Visibility Requirements**

3. Duration of Agreement

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
 - i) the completion of each Project to the satisfaction of the Minister; or

ii) the Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support
 Subsection 6.8 – Overpayment or non-entitlement
 Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation
 Subsection 8.1c) - Representations
 Section 10 – Indemnification and Limitation of Liability
 Section 11 – Default and Remedies
 Section 13 – General
 Annex 3 – Reporting Requirements – Section 3

3.3 **Commencement.** The Recipient agrees to commence each Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

4. **The Contribution**

4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of each Project in an amount not exceeding the lesser of (a) and (b) as follows:

for Project 1000499:

- (a) Seventy Five Percent (75%) of Eligible and Supported Costs of the Project incurred by the Recipient; and
- (b) Five Hundred and Thirty Four Thousand Eight Hundred and Sixty Two Dollars (\$534,862)

for Project 1000502:

- (a) Seventy Five Percent (75%) of Eligible and Supported Costs of the Project incurred by the Recipient; and
- (b) Five Hundred and Sixty Two Thousand Five Hundred Dollars (\$562,500)

4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.

4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.

4.4 The Recipient shall be responsible for all costs of each Project, including cost overruns, if any.

4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:

- (a) each Project is completed to the satisfaction of the Minister;
- (b) the Recipient has satisfied all the conditions of this Agreement;
- (c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;
- (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
- (e) the Minister has approved the final claim described in Subsection 6.6.

5. Other Government Financial Support and Information Sharing

- 5.1 The Recipient hereby confirms that for purposes of each Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event that additional other government financial support has been requested or received for any Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of each Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related costs for each Project in respect of this Agreement, separate and distinct from any other sources of funding.
- 6.2 **Claims Procedures.** For each Project subject to this Agreement, The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred, not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:
- (a) an itemized summary by cost category of Eligible and Supported Costs incurred substantially in the form prescribed by the Minister;
 - (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
 - (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
 - (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.
- 6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs incurred within:
- (a) sixty (60) calendar days from the Date of Acceptance of this Contribution Agreement; or
 - (b) sixty (60) calendar days from the date of Project commencement, whichever is the later.
- 6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before February 25th of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than February 25th, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.
- 6.5 **Advance Payments.**
- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for claim for Eligible and Supported Costs, up to twenty-five percent (25%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
 - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
 - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.

- (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:
- (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
 - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred, during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;
 - (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
 - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.6 **Final Claim Procedures.**

- (a) The Recipient shall submit a final claim for each Project pertaining to the final reimbursement of any Eligible and Supported Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
 - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of each Project;
 - (iii) a final report on each Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
 - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date each Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

6.7 **Payment Procedures.**

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

- 6.8 **Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall

repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 13.2 of this Agreement.

- 6.9 **Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during each Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.

7. Reporting, Monitoring, Audit and Evaluation

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister's satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or each Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of each Project's costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister's discretion may require;
 - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to each Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of each Project and compliance with the terms of this Agreement; and
 - (c) supply promptly, on request, such other reports or data in respect of each Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister's own expense, and as and when the Minister determines necessary, to perform audits of each Project's costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of each Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister's expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor each Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to each Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and

- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

8.1 Representations. The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and each Project and will maintain such for the duration of the Agreement and Control Period;
- (d) signatories to this Agreement, on behalf of the Recipient, have been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable to bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) 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;
- (h) it has obtained or will obtain all necessary licences and permits in relation to each Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) the description of each Project in Annex 1 – Statement of Work is complete and accurate; and
- (j) it is located in Southern Ontario.

8.2 Covenants. The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of each Project, and shall carry out each Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change to any aspect of each Project or to the management of each Project or the Recipient;

- (c) it shall not make any changes to its objects or purpose as stated in its constating documents without the prior written consent of the Minister;
- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for each Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.

8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

9. Environmental and Other Requirements

- 9.1 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and each Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 9.2 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.
- 9.3 If, as a result of changes to any Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for any Project, the Recipient agrees that construction of each Project or any other physical activity that is carried out in relation to each Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for any Project unless and until:
- (a) where any Project is a “designated project” under the applicable federal environmental or impact assessment legislation,
 - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Project; or
 - (ii) a decision statement in respect of any Project is issued to the Recipient indicating that:
 - 1) any Project is not likely to cause significant adverse environmental effects;
 - 2) any Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of any Project; or
 - 3) the adverse effects with respect to the impact assessment of any Project are in the public interest,
 - (b) where any Project is a “project” under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Project:
 - (i) is not likely to cause significant adverse environmental effects; or
 - (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and
 - (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.
- 9.4 **Indigenous consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

10. Indemnification and Limitation of Liability

- 10.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) each Project, its operation, conduct or any other aspect thereof;
 - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
 - (c) the design, construction, operation, maintenance and repair of any part of any Project; and
 - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.
- 10.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 10.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to each Project for which the Contribution is provided.

11. Default and Remedies

- 11.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:
- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
 - (b) any of the Projects are not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister’s satisfaction by the Completion Date or any of the Projects are abandoned in whole or in part;
 - (c) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith;
 - (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
 - (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;
 - (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
 - (g) each Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;
 - (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
 - (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
 - (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;

- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; [or]
- (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.

11.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 11.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.

11.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

11.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

12. Miscellaneous

12.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

12.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

12.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding each Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding each Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

- 12.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 11.3.

13. General

- 13.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 13.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 13.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 13.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 13.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 13.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 13.7 **Confidentiality.** Subject to the *Access to Information Act (Canada)*, the *Privacy Act*, the *Library and Archives Act of Canada* and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 13.8 **International Disputes.** Notwithstanding Subsection 13.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.
- 13.9 **Sharing of Information.** Notwithstanding Subsection 13.7 of this Agreement, by entering into this Agreement, the Recipient agrees that the Minister is authorized to share information pertaining to the Recipient, to its application for funding and/or this Agreement with Government of Canada departments and Crown corporations for the purposes of monitoring a funding agreement, avoiding fraud or non-compliance; and to support transparency and accountability. Disclosure of this information is subject to the relevant privacy and confidentiality laws including without limitation the *Privacy Act*.
- 13.10 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.11 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.

- 13.12 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 13.13 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 13.14 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.15 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 13.16 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of each Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to each Project.
- 13.17 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 13.18 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 13.19 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient's publicly available business information about each Project (e.g. brochures, awareness, packages, etc.).
- 13.20 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.
- 14. Notice**
- 14.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.
- 14.2 All notices must be sent to the following addresses:

To the Minister

Federal Economic Development Agency for
Southern Ontario
101-139 Northfield Drive West
Waterloo, ON N2L 5A6

**Attention: Canada Community
Revitalization Fund**

Email: fdo.ccrf-fcrc.fdo@feddevontario.gc.ca

To the Recipient

The Corporation of the City of London
300 Dufferin Avenue
London, ON N6A 4L9

Attention: Alan Dunbar

With a copy to: George Kotsifas
Anna Lisa Barbon

Email: adunbar@london.ca
gkotsifa@london.ca
abarbon@london.ca

14.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

15. Special Conditions

15.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws, delegation of authority and/or resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister's satisfaction:
 - (i) documents or evidence confirming Project financing has been secured.
 - (ii) a copy of the Recipient's conflict of interest policy
 - (iii) a copy of the Recipient's procurement policy

15.2 The Recipient represents and warrants that the Cash Flow Projection of each Project represented in Annex 1 – Statement of Work accurately reflects the projected cash flow of each Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister's prior written consent to such changes.

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16. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 10000499, 1000502

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: _____
Christos Bakalakis, Director
Tourism & Community Recovery Initiatives
Federal Economic Development Agency
for Southern Ontario

THE CORPORATION OF THE CITY OF LONDON

Per: _____ Date: _____
Ed Holder
Mayor

I have authority to bind the corporation.

Per: _____ Date: _____
Michael Schulthess
Clerk

I have authority to bind the corporation.

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK
10000499 - KING STREET PARKETTE REVITALIZATION

Primary Project Location: 300 York St, London, ON N6B 1P8
 Project Start Date: February 1, 2022
 Project Completion Date: March 15, 2023

Project Description/Purpose/Objective

This project will revitalize the King Street Parkette in downtown London, located adjacent to RBC Place London, which is a major convention and event venue in the City. The project will create a vibrant, accessible outdoor space able to accommodate up to 500 guests for organized events; enhance the guest arrival experience from the bus rapid transit corridor; and provide an attractive, accessible, and safe space for social gathering by residents and visitors. The project will support the revitalization of a community space that currently showcases graffiti artworks of nationally recognized artists, complete with barrier free paths constructed with environmentally friendly permeable paving, LED lighting, drought-resistant native plants and shade trees, and a large accessible patio.

Activities

Activity	Estimated Completion Date
Schematic design completion	April 15, 2022
Detailed design completion	May 31, 2022
Contract awarded with deposits	July 15, 2022
Anticipated construction start date	October 15, 2022
Construction completed	March 15, 2023

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

Environmental Requirements

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

Official Language Requirements

The Recipient agrees:

- that any public acknowledgement of the Agency’s support for each Project will be expressed in both official languages;
- that basic Project information will be developed and made available in both official languages;
- to invite members of the official-language minority community to participate in any public event relating to each Project, where appropriate;

- (d) that all signage related to each Project will be in both official languages;
- (e) that basic service (e.g. reception can provide bilingual resources or staff, upon request) and communication, (notices, announcements, publications, advertisements or documents) , both print and electronic will be made available in both official languages; and
- (f) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

Expected Results of the Project

- The Corporation of the City of London has revitalize the King Street Parkette into a safe and accessible downtown outdoor gathering space for all.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

Key Project Impacts

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

Mandatory Indicators

Measurement	At Project End
Total cash leveraged	\$178,288
Number of community public spaces created	0
Number of community public spaces expanded	0
Number of community public spaces improved	1

Jobs (Mandatory)

Jobs	Number of full-time equivalents ¹				Total
	Created		Maintained ²		
	Permanent ³	Temporary ⁴	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0

¹Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

²Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

³Permanent job is a position without a fixed end date.

⁴Temporary job is defined as a temporary or contract position with a fixed end date.

Project Costs & Financing

COSTS	Eligible & Supported ^{1,2}		Eligible & Not Supported		Ineligible		Total	
CAPITAL COSTS								
Facility construction/renovations ⁵	\$ 613,150	86.0%	\$ 0	\$ 0	\$ 613,150	86.0%		
Equipment purchases/installation	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%		
NON-CAPITAL COSTS								
Labour (employees)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%		
Expertise (consulting, contract) ⁶	\$ 100,000	14.0%	\$ 0	\$ 0	\$ 100,000	14.0%		
Project Management	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%		
TOTAL	\$ 713,150	100.0%	\$ 0	\$ 0	\$ 713,150	100.0%		

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 534,862	75.0%			\$ 534,862	75.0%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 178,288	25.0%	\$ 0	\$ 0	\$ 178,288	25.0%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
TOTAL	\$ 713,150	100.0%	\$ 0	\$ 0	\$ 713,150	100.0%

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR ³	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2022-23	\$ 713,150	\$ 534,862	75%
TOTAL	\$ 713,150	\$ 534,862	75%

STACKING CALCULATION	Eligible Capital Costs	Eligible Non-Capital Costs
Total Eligible Costs⁴	\$ 613,150	\$ 100,000
Total Government Contributions	\$ 613,150	\$ 100,000
Stacking %	100.0%	100.0%
Stacking Limit	100.0%	100.0%

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories or projects without the prior written consent of the Minister.
3. FedDev Ontario’s contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Facility construction/renovation costs include but are not limited to construction, demolition and removal of debris, hardscape/pavement installation, purchase of landscape materials, dry wall/drainage enhancements, alterations, restoration, sprinkler system, installation of electrical system and lighting, fencing and/or the undertaking of improvements to the King Street Parkette.
6. Expertise costs include but are not limited to incremental fees paid to professional, technical personnel, consultants, engineers or contractors for landscape architecture and lighting.

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK
1000502 - HYDE PARK VILLAGE GREEN

Primary Project Location: 1695 Hyde Park Rd, London ON N6H 5L7
 Project Start Date: February 1, 2022
 Project Completion Date: March 15, 2023

Project Description/Purpose/Objective

This project will construct and install a “Village Green” in Hyde Park. The project will reinvent the current empty lot located at 1695 Hyde Park Road, transforming it into a green space with accessible walkways. The walkways will provide a direct route for pedestrians and cyclists between residences and the neighbourhood's retail and business main street, and in proximity to public transportation. The project will support minor excavation and grading necessary to complete landscaping, drainage, and installation of accessible pathways and seating; and the purchase and installation of electrical conduits, outlets, LED lighting, a "thirst station," seating and trees, plants, and other greenery.

Activities

Activity	Estimated Completion Date
Procurement of professional consultant	March 18, 2022
Public engagement & detailed design	June 24, 2022
Tender & construction contract award	July 29, 2022
Completion of hard surface/concrete work	November 25, 2022
Completion of construction	March 15, 2023

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

Environmental Requirements

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

Official Language Requirements

The Recipient agrees:

- that any public acknowledgement of the Agency’s support for each Project will be expressed in both official languages;
- that basic Project information will be developed and made available in both official languages;
- to invite members of the official-language minority community to participate in any public event relating to each Project, where appropriate;
- that all signage related to each Project will be in both official languages;

- (e) that basic service (e.g. reception can provide bilingual resources or staff, upon request) and communication, (notices, announcements, publications, advertisements or documents) , both print and electronic will be made available in both official languages; and
- (f) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

Expected Results of the Project

- The Corporation of the City of London has constructed a safe and accessible “Village Green” in Hyde Park, creating a downtown outdoor gathering space for all.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

Key Project Impacts

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

Mandatory Indicators

Measurement	At Project End
Total cash leveraged	\$187,500
Number of community public spaces created	1
Number of community public spaces expanded	0
Number of community public spaces improved	0

Jobs (Mandatory)

Jobs	Number of full-time equivalents ¹				Total
	Created		Maintained ²		
	Permanent ³	Temporary ⁴	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0

¹Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

²Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

³Permanent job is a position without a fixed end date.

⁴Temporary job is defined as a temporary or contract position with a fixed end date.

Project Costs & Financing

COSTS	Eligible & Supported ^{1,2}		Eligible & Not Supported	Ineligible	Total	
CAPITAL COSTS						
Facility construction/renovations ⁵	\$ 635,000	84.7%	\$ 0	\$ 0	\$ 635,000	84.7%
Equipment purchases/installation	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
NON-CAPITAL COSTS						
Labour (employees)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Expertise (consulting, contract) ⁶	\$ 75,000	10.0%	\$ 0	\$ 0	\$ 75,000	10.0%
Project Management ⁷	\$ 40,000	5.3%	\$ 0	\$ 0	\$ 40,000	5.3%
TOTAL	\$ 750,000	100.0%	\$ 0	\$ 0	\$ 750,000	100.0%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 562,500	75.0%			\$ 562,500	75.0%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 187,500	25.0%	\$ 0	\$ 0	\$ 187,500	25.0%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
TOTAL	\$ 750,000	100.0%	\$ 0	\$ 0	\$ 750,000	100.0%

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR³	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2022-23	\$750,000	\$ 562,500	75%
TOTAL	\$750,000	\$ 562,500	75%

STACKING CALCULATION	Eligible Capital Costs	Eligible Non-Capital Costs
Total Eligible Costs⁴	\$ 635,000	\$ 115,000
Total Government Contributions	\$635,000	\$115,000
Stacking %	100.0%	100.0%
Stacking Limit	100.0%	100.0%

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories or projects without the prior written consent of the Minister.
3. FedDev Ontario’s contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Facility construction/renovation costs include but are not limited to construction, purchase of materials, enhancements, alterations, restoration and/or the undertaking of improvements to the Hyde Park Village Green.
6. Expertise costs include but are not limited to incremental fees paid to professional, technical personnel, consultants, engineers or contractors.
7. Project management costs include but are not limited to the oversight and administration of the project such as the costs of a public announcement, an official ceremony, of required temporary or permanent signage, environmental assessments, or monitoring and follow-up activities.

CANADA COMMUNITY REVITALIZATION FUND

COSTING GUIDELINE MEMORANDUM

1.0 General Conditions

1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:

- (a) directly related to the intent of each Project;
- (b) reasonable;
- (c) appear in Annex 1 - Statement of Work;
- (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
- (e) incurred between the Eligibility Date and the Completion Date.

1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).

1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.

1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to each Project, and to provide the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Transportation

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of each Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel are eligible. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

2.2 Audit of Project Costs Claimed

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Consultants

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

2.4 Calculation of Direct Labour

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward each Project will include only that time worked directly on each Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

2.5 Sales Taxes

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

2.6 Carbon Offset Credits

Eligible and Supported Costs include the purchase of eligible carbon offset credits from a vendor which has received third-party verification and adheres to internationally agreed standards including: Gold Standard, VER+, VERRA (formerly VCS, Verified Carbon Standard), and B.C. Offset System, and where the purchase of said eligible carbon offset credits are for events, conferences and travel related the Project, as may be permitted hereunder.

3.0 Ineligible Costs

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) refinancing;
- (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (d) depreciation or amortization expenses;
- (e) interest on invested capital, bonds, debentures, or mortgages;
- (f) bond discount;
- (g) losses on investments, bad debts and any other debts;
- (h) fines or penalties;
- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (l) opportunity costs;

- (m) hospitality and entertainment costs;
- (n) costs of individual membership in a professional body (e.g. professional designations); and
- (o) lobbyist fees.

Annex 3

CANADA COMMUNITY REVITALIZATION FUND

REPORTING REQUIREMENTS

1. **Reports.** The Recipient shall submit to the Minister a report on each Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of each Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on each Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister. The Recipient will include information on their diversity and inclusion approach including baseline information, and report on progress with respect to diversity and inclusion initiatives.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on each project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of each Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.

CANADA COMMUNITY REVITALIZATION FUND

FEDERAL VISIBILITY REQUIREMENTS

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. In order to promote the support received from the Minister, and to raise awareness of the Agency's ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
 - Participate in and assist with the coordination of a public announcement of each Project in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
 - Highlight project achievements and milestones for each project in the form of public events and/or news releases;
 - Celebrate project completion for each project in the form of a public event and/or news release; and
 - Participate in and assist with activities and projects intended to demonstrate the Agency's impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency's Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient's work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

3. The Recipient agrees to include the appropriate "Government of Canada" wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following each Project Completion Date.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or each Project. These cases must be made known to the Minister.