

Agenda

Civic Works Committee

14th Meeting of the Civic Works Committee

October 4, 2023

12:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

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

Members

Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, Mayor J. Morgan

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Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Environment & Infrastructure

Subject: Rapid Transit Implementation – Consultant Design Contract
Increase RFP20-29 and RFP20-28 due to Excess Soils
Regulation

Date: October 4, 2023

Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the requested increase to the Consultant contract services for the Wellington Gateway and East London Link detailed design:

- (a) The engineering fees for AECOM Canada Ltd. **BE INCREASED** to recognize the additional scope of work for the RFP20-29 - Consulting Services for Rapid Transit and Infrastructure Improvements - Wellington Gateway project in accordance with the estimate on file, by \$288,834 excluding HST, from \$6,490,902 to a total upset amount of \$6,779,736 in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy,
- (b) The engineering fees for Dillon Consulting Ltd. **BE INCREASED** to recognize the additional scope of work for the RFP20-28 Consulting Services for Rapid Transit and Infrastructure Improvements - East London Link project in accordance with the estimate on file, by \$267,881 excluding HST, from \$6,113,853 to a total upset amount of \$6,381,734 in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy,
- (c) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix 'A'; and,
- (d) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project.

Executive Summary

This report recommends increasing the approved consultant award for AECOM Consulting Ltd. And Dillon Consulting Ltd. related to detailed design for the Wellington Gateway and East London Link projects, respectively.

Context

On August 26, 2020, Council approved AECOM Canada Ltd. be appointed the Consulting Engineer for the Wellington Gateway and Dillon Consulting Ltd. be appointed the Consulting Engineer for the East London Link project.

In January 2022, O. Reg. 406/19: On-Site and Excess Soil Regulation initially came into effect requiring advance soil sampling and testing, as well as documentation, tracking and registration of excess soil leaving construction sites. This added considerable workload for project managers, engineering consultants and geotechnical subconsultants.

The cost implications of this new regulation were not foreseen when the contracts were issued and have thus far cost the City \$288,834 for Wellington Gateway and \$267,881.25 for East London Link, consuming a good portion of the contingency amount allocated to these complex multi-year projects.

Linkage to the Corporate Strategic Plan

This recommendation supports the following 2023-2027 Strategic Plan area of focus:

- Mobility and Transportation:
 - Build infrastructure that provides safe, integrated, connected, reliable, and efficient transportation choices; and
 - Implement London's Rapid Transit Corridors to improve reliability for current and future transit.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan;
- Strategic Priorities and Policy Committee – July 24, 2017 – Rapid Transit Master Plan and Business Case;
- Strategic Priorities and Policy Committee – April 23, 2018 – Bus Rapid Transit Environmental Assessment Initiative;
- Civic Works Committee – March 14, 2019 – The History of London's Rapid Transit Initiative;
- Strategic Priorities and Policy Committee – March 25, 2019 – Investing in Canada Infrastructure Program, Public Transit Stream, Transportation Projects for Submission;
- Strategic Priorities and Policy Committee – October 28, 2019 – Investing in Canada Infrastructure Program, Public Transit Infrastructure Stream, Approved Projects;
- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer;
- Civic Works Committee – August 11, 2020 – Wellington Gateway Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer;

2.0 Discussion and Considerations

2.1 Wellington Gateway and East London Link Corridors

The Wellington Gateway is a mixed-use corridor, with existing land uses including historic sites, residential neighborhoods, medical facilities, and heavy commercial uses and captures Wellington Street and Wellington Road which transitions over the Thames River (south branch) crossing. The corridor provides a thoroughfare for traffic to and from the Downtown Core and provides swift access to Highway 401 and today supports several local transit routes.

The East London Link corridor is a mixed-use corridor, with existing land uses including historic businesses, residential neighbourhoods, and heavy industrial uses. The corridor is anchored by Downtown London at the western end, the Western Fairgrounds between Adelaide Street and Highbury Avenue, and Fanshawe College at the eastern end. Through Old East Village, King Street is closely integrated with land uses along

Dundas Street given the close proximity of these streets. Local bus routes are currently focused on Dundas Street east of Wellington Street.

2.2 On-site and Excess Soil Regulation

The Ministry of Environment, Conservation and Parks (MECP) regulation O. Reg. 406/19: On-Site and Excess Soil Regulation first came into effect January 1, 2022. City Staff and industry partners spent much of 2021 working to interpret the Regulation and waiting on ministry fact sheets to evaluate the potential impacts on City-led projects. With the requirement to provide advance soil sampling and testing, as well as documentation, tracking and registration of excess soil leaving construction sites, this regulated added considerable workload for project managers, engineering consultants and geotechnical subconsultants.

While the Wellington Gateway and East London Link projects provide approximately 13km of transit, transportation and streetscape improvements on the surface, the projects also include replacing aging sewers, watermains and private utilities underground to maintain safe, reliable infrastructure and support growth needs along the corridors. Managing excess construction soil from these underground works has had a substantial impact on the contingency budget.

Other more typical 2022 and 2023 projects were able to absorb excess soil management costs within their contingencies. However, the scale and scope of these two multi-year design assignments meant significant contingency was absorbed by unforeseen costs stemming from the introduction of this regulation. This has placed additional strain on project design budgets and the significant value engineering work that has been happening to reduce property impacts, enable construction schedules, and improve overall transportation and transit operations.

2.3 Procurement Process

In accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy, both design proposals were carried out using a two-stage process with the first stage being an open, publicly advertised prequalification stage (RFQUAL) and the second being Request for Proposal (RFP) of the short-listed firms. AECOM Canada Ltd. and Dillon Consulting Limited were both awarded the detailed design of the RFP20-29 Wellington Gateway and Infrastructure Improvements at \$6,490,902 and RFP20-28 East London Link and Infrastructure Improvements for \$6,113,853 project by Council on August 25, 2020.

As per section 20.3 e) and 8.5 a) of the Procurement of Goods and Services Policy, contract amendments that exceed \$50,000 or 3% of original contract value, whichever is greater, must be authorized by City Council.

20.3 e.

City Council must authorize contract amendments, as per 8.5 a, when the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.

8.5

The following body and persons shall have the respective approval authority as set out below (see summary in Schedule "A"). All dollar values are based on annual amounts and must be within pre-approved budgeted limits.

- a. Committee and City Council must approve Contract Amendments exceeding \$50,000 or 3% of original contract value, whichever is greater.

3.0 Financial Impact/Considerations

3.1 Budget Impact Table

The budget required to cover the additional scope of work for excess soils is as follows:

Project and Consultant	Amount
RFP20-29 Wellington Gateway – AECOM	\$288,834
RFP20-28 East London Link – Dillon	\$267,881

This contract increase recommendation is focused on addressing the unforeseen costs associated with excess soil management. The 2024-2027 Multi-Year Budget will provide the opportunity to further adjust consultant design budgets as necessary to address other budget pressures related to the substantial value engineering being completed to find design, property impact, schedule and project cost efficiencies for the two projects.

Conclusion

It is recommended that the increased consulting fees be approved for AECOM Canada Ltd and Dillon Consulting Ltd. at \$288,834 and \$267,881 excluding HST, respectively, for the Wellington Gateway and East London Link project to open financial capacity in these design assignments impacted due to the Excess Soils regulation, as per sections 20.3 and 8.5 of the Procurement of Goods and Services Policy.

Prepared by: Ardian Spahiu, P.Eng., Manager, Major Projects

Submitted by: Jennie Dann, P.Eng., Director, Construction & Infrastructure Services

Recommended by: Kelly Scherr, P.Eng., MBA, FEC Deputy City Manager, Environment & Infrastructure

Appendix A – Sources of Financing report

Appendix "A"

#23195

October 4, 2023
(Contract Increase)

Chair and Members
Civic Works Committee

RE: Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation
Capital Project RT1430-3A - East London Link Construction Rapid Transit (Subledger RD200011)
Capital Project RT1430-1A - Wellington Gateway (South) Construction Rapid Transit (Subledger RD200013)
AECOM Canada Ltd. - \$288,834.00 (excluding HST)
Dillon Consulting Ltd. - \$267,881.00 (excluding HST)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this project 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, Environment and Infrastructure, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
RT1430-3A - East London Link Construction Rapid Transit				
Engineering	6,864,729	5,349,468	272,596	1,242,665
Engineering (Utilities Share)	167,321	167,321	0	0
Construction	44,102,000	19,469,030	0	24,632,970
Construction (Utilities Share)	3,273,429	3,273,429	0	0
Relocate Utilities	18,704,000	4,518,418	0	14,185,582
City Related Expenses	4,025,000	681,450	0	3,343,550
RT1430-3A Total	77,136,479	33,459,116	272,596	43,404,767
RT1430-1A - Wellington Gateway (South) Construction Rapid Transit				
Engineering	8,437,640	4,851,746	293,917	3,291,977
Engineering (Utilities Share)	54,782	54,782	0	0
Construction	49,825,701	13,241,956	0	36,583,745
Construction (Utilities Share)	839,721	839,721	0	0
Relocate Utilities	7,066,000	1,533,285	0	5,532,715
City Related Expenses	3,763,904	127,062	0	3,636,842
RT1430-1A Total	69,987,748	20,648,552	293,917	49,045,279
Total Expenditures	\$147,124,227	\$54,107,668	\$566,513	\$92,450,046
Sources of Financing				
RT1430-3A - East London Link Construction Rapid Transit				
Capital Levy	1,283,152	522,664	4,746	755,741
Public Transit Infrastructure Stream (PTIS) - Federal Funding	29,478,292	12,007,346	109,038	17,361,907
Public Transit Infrastructure Stream (PTIS) - Provincial Funding	24,562,786	10,005,121	90,856	14,466,808
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,371,499	7,483,234	67,955	1,820,310
Debenture By-law No. W.-5683-100 (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1)	9,000,000	0	0	9,000,000
Other Contributions (Utilities Share)	3,440,750	3,440,750	0	0
RT1430-3A Total	77,136,479	33,459,116	272,596	43,404,767
RT1430-1A - Wellington Gateway (South) Construction Rapid Transit				
Capital Levy	1,950,756	557,739	8,298	1,384,719
Public Transit Infrastructure Stream (PTIS) - Federal Funding	27,637,298	7,901,620	117,567	19,618,112
Public Transit Infrastructure Stream (PTIS) - Provincial Funding	23,028,811	6,584,025	97,963	16,346,824
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,476,380	4,710,666	70,089	11,695,625
Other Contributions (Utilities Share)	894,503	894,503	0	0
RT1430-1A Total	69,987,748	20,648,552	293,917	49,045,279
Total Financing	\$147,124,227	\$54,107,668	\$566,513	\$92,450,046
Financial Note	RT1430-3A (Dillon)	RT1430-1A (AECOM)	Total	
Contract Increase	267,881	288,834	556,715	
Add: HST @13%	34,825	37,548	72,373	
Total Contract Increase Including Taxes	302,706	326,382	629,088	
Less: HST Rebate	-30,110	-32,465	-62,575	
Net Contract Increase	\$272,596	\$293,917	\$566,513	

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

Jason Davies
Manager of Financial Planning & Policy

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Anna Lisa Barbon, CPA, CGA
Deputy City Manager, Finance Supports

Subject: SS-2023-232 Single Source Purchase Hydro Excavator

Date: October 4, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions **BE TAKEN** with respect to the single source procurement of one (1) Vactor Truvac HXX Hydro Excavation Truck:

- a) Approval **BE GIVEN** to execute a Single Source purchase in accordance with Section 14.4(g) of the City of London's Procurement of Goods and Services Policy;
- b) Single Source negotiated price **BE ACCEPTED** to purchase (1) Vactor Truvac HXX Hydro Excavator for a total estimated price of \$739,804.00 (excluding HST) from Joe Johnson Equipment Inc., 2521 Bowman St., Innisfil, Ontario, L9S 3V6;
- c) Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this purchase;
- d) Approval hereby given **BE CONDITIONAL** upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(g) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and
- e) That the funding for this purchase **BE APPROVED** as set out in the Source of Financing Report attached, hereto, as Appendix A.

Executive Summary

The City of London owns and operates three Vactor Hydro Excavation trucks that support a variety of underground repairs and maintenance tasks on water and sewer infrastructure. Fleet Services is scheduled to replace one Hydro Excavator truck that has been identified for lifecycle replacement in the approved 2022 Fleet capital replacement program. Purchasing the same Vactor Excavation model currently in-service will impart advantages to operations in the form of reduced training requirements, less spare part inventory and less maintenance downtime.

This report is requesting approval to utilize a Group Procurement Organization to single source purchase one (1) Vactor Truvac HXX Hydro Excavator from Joe Johnson Equipment Inc. in accordance with section 14.4 (g) of the Procurement of Goods and Services Policy.

Linkage to the Corporate Strategic Plan

This recommendation supports the following 2023-2027 Strategic Plan areas of focus:

- Climate Action and Sustainable Growth:
 - London's infrastructure is built, maintained, and secured to support future growth and protect the environment.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Civic Works Committee – June 19, 2018, RFP 18-14 – Hydro Excavators
<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=46378>

1.2 Background

The City of London's Water and Sewer Operations utilize hydro excavators in support of underground repairs and maintenance tasks. These units use high pressured water to loosen the soil and air vacuum technology to transfer material to the debris tank. The equipment safely excavates material exposing the underground infrastructure with minimal disturbance to the surrounding area. This capability provides work efficiencies, reduces risk of damage, increases public and worker safety, and promotes quick restoration of construction projects resulting in less traffic and commerce disruption. In addition to the cost and time savings, hydro excavation provides a safe and effective method to uncover and expose underground utilities like hydro and gas lines and practically eliminates the risk of damage to those services. This method also reduces the environmental impact of our activities compared to mechanical excavation techniques. Vacuum trucks are less invasive, reduce surface and soil disruption, reduce silt impacts to storm water systems, requires less equipment needed to support trenching and excavations, and minimizes tree damage and/or removal.

The City currently has three Vactor Hydro Excavator assets in-service. In 2019, Fleet Services purchased two hydro excavator units using the Request For Proposal procurement process. Joe Johnson Equipment Inc. was awarded RFP 18-14 and delivered two Vactor HXX Hydro Excavator units. The third unit is up for lifecycle replacement and Fleet Services and Sewer Operations recommend acquiring the same Vactor Truvac model given the advantages of fleet commonization. Standardizing our fleet of hydro excavator trucks, will result in many operational efficiencies including:

- No additional OEM operator and technician training required.
- Reduced spare parts inventory.
- Reduced maintenance costs and downtime.
- Joe Johnson Equipment Inc. is the only authorized Vactor dealer in Ontario and their London office can provide local warranty repairs and aftermarket support.

2.0 Discussion and Considerations

2.1 Procurement Process

With guidance from the City of London's Procurement and Supply Services, Fleet Services utilized the Canoe Procurement Group of Canada program to connect with Vactor Manufacturing and its Ontario based dealer Joe Johnson Equipment Inc. The Canoe Procurement Group is a Group Procurement Organization (GPO) entity that leverages the purchasing power of its membership to obtain discounted pricing that may not be available to a single organization on its own. The City of London is a member of the Canoe Procurement Group. All offerings through the Canoe Procurement Group have undergone a formal competitive bid process on behalf of Ontario's municipalities, ensuring full compliance with the Procurement of Goods and Services by-law and trade agreements. The City issued a public notification of its intent to use various GPOs on January 30, 2023.

To pursue the advantages of this GPO, Fleet Services is seeking approval to enter into a purchase agreement with Vactor Manufacturing / Joe Johnson Equipment Inc., 2521 Bowman St., Innisfil, Ontario, L9S 3V6 utilizing the single source procurement clause as noted in section 14.4(g) of the Procurement of Goods and Services Policy:

- 14.4 g) It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body or a Group Procurement Organization (GPO);

As per section 14.5 a) ii) of the Procurement of Goods and Services Policy, Committee and City Council must approve a single source award greater than \$50,000, unless otherwise permitted by the policy.

Fleet Services, in collaboration with Procurement and Supply Services, will continue to explore group buying opportunities to reduce costs, streamline the purchasing process, allow for standardization of vehicles and equipment, and to ensure that operational requirements are met.

2.2 Disposal of Decommissioned Units

Fleet Services' goal is to recover 15% of the original purchase price when an asset is decommissioned and sold. The current hydro excavator unit will be decommissioned after the new unit is put into service. It will be sold at public auction with the proceeds being returned to the Vehicle and Equipment Reserve Fund.

3.0 Financial Impact

The Fleet Services approved 2022 capital replacement budget for this project was originally set in 2019 for the 2020-2023 multi-year budget. The estimated budget for a Hydro Excavator was set at \$577,800. The quoted price for a new replacement unit is \$739,804.00 (excluding HST). The purchase price increase in 2023 and subsequent budget shortfall can be attributed to industry wide capacity challenges in truck manufacturing post pandemic, increased supply chain costs of raw materials and logistics, and general inflationary increases across the manufacturing sector.

The \$162,004 shortfall can be supported within the Fleet Services approved 2022 capital replacement budget. The source of funding for the shortfall in this project will be funded from other projects surpluses stemming from deferrals, retirements, or assets that are not being replaced.

The ongoing operating costs for fuel, maintenance, inspections, service, and future capital replacement of the hydro excavator will be supported by Fleet Services internal rental rate process.

Funding details for this purchase are outlined in the Source of Financing attached as Appendix A.

Conclusion

In accordance with section 14.4 (g) and 14.5 a) ii) of the Procurement of Goods and Services Policy, Fleet Services in conjunction with Sewer Operations is requesting approval of a single source purchase of one (1) Vactor Truvac HXX Hydro Excavator from Joe Johnson Equipment Inc.

Prepared by: Drew Freeman, P.Eng.
Senior Manager, Fleet Services
Finance Supports

Submitted by: Lynda Stewart
Director, Fleet and Facilities
Finance Supports

Recommended by: Anna Lisa Barbon, CPA, CGA
Deputy City Manager
Finance Supports

cc: Brad Weber, Division Manager, Sewer Operations
Steve Mollon, Senior Manager, Procurement & Supply
Dave Fawcett, Manager Fleet Planning

Attached: Appendix A – Source of Finance

Appendix "A"

#23196

October 4, 2023
(Award Contract)

Chair and Members
Civic Works Committee

RE: SS-2023-232 Single Source Purchase of Hydro Excavator
(Work Order 2581032)
Capital Project ME202201 - Vehicle and Equipment Replacement TCA
Joe Johnson Equipment Inc. - \$739,804.00 (excluding HST)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this project 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 is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
ME202201 - Vehicle and Equipment Replacement TCA				
Vehicle and Equipment	5,903,258	3,893,331	752,825	1,257,102
Total Expenditures	\$5,903,258	\$3,893,331	\$752,825	\$1,257,102

Sources of Financing

ME202201 - Vehicle and Equipment Replacement TCA				
Capital Levy	434,534	434,534	0	0
Drawdown from Fleet Renewal Reserve Fund	5,468,724	3,458,797	752,825	1,257,102
ME202201 Total	\$5,903,258	\$3,893,331	\$752,825	\$1,257,102

Financial Note:

Contract Price	739,804
Add: HST @13%	96,175
Total Contract Price Including Taxes	835,979
Less: HST Rebate	-83,154
Net Contract Price	\$752,825

Jason Davies
Manager of Financial Planning & Policy

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Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Anna Lisa Barbon, CPA, CGA
Deputy City Manager, Finance Supports

Subject: SS-2023-247 Single Source Contract Snow Plow Blade Parts

Date: October 4, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions **BE TAKEN**:

- a) Approval **BE GIVEN** to exercise the single source provisions of the Procurement of Goods and Services Policy under sections 14.4 (d) and (e) to contract with Valley Blades Ltd. 435 Philip Street, Waterloo Ontario for the supply and delivery of Snow Plow Blades, parts and accessories on City owned equipment for a one (1) year contract with an option to renew for four (4) additional years;
- b) Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this contract; and,
- c) Approval hereby given **BE CONDITIONAL** upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval

Executive Summary

Throughout the winter season, keeping our streets and sidewalks clear of snow is a priority for the City. To support snow clearing maintenance, Fleet Services must stock and supply snow plow wear components such as blades, guards, shoes, and accessories for preventive and corrective maintenance on fleet plows. In accordance with sections 14.4 (d) & (e) of the Procurement of Goods and Services Policy, Fleet Services recommends establishing a single source contract with Valley Blades Ltd, in Waterloo Ontario, due to their unique ability to fabricate components and supply repair parts that are compatible with our broad product line of snow plow blade systems.

Linkage to the Corporate Strategic Plan

This recommendation supports the following 2023-2027 Strategic Plan areas of focus:

- Mobility and Transportation
 - Improved reliability, quality, and safety of all modes of mobility
 - Continue to provide an enhanced level of sidewalk and bus stop snow clearing.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

There are no relevant reports available.

1.2 Background

Over the last thirteen years, the City of London has issued four Request for Quotation's to supply snow plow blade parts and accessories. Twice during that period, Valley Blades Ltd. was awarded the RFQ and very successfully supported our winter maintenance program.

During periods where Valley Blades did not hold the contract, new suppliers that did not specialize in plow blade manufacturing, were awarded contracts on two separate occasions. In both instances Fleet and Supply Services experienced ongoing issues with quality and numerous supply constraints, resulting in extensive contract management. In both instances with the other suppliers, Fleet Services did not award contract option years.

The experiences with two different suppliers who did not specialize or have the skill to manufacture in-house ground engaging tools or wear components, uncovered similar problems that impacted Fleet Maintenance ability to support Road operations during winter events. The following issues were documented:

- Suppliers maintained inadequate inventory levels to support spare part requests.
- Suppliers over reliance on vendors resulted in long lead times for repairs and delivery.
- Inability to source required blades and accessories for newer plow systems.
- Unable to custom fabricate blades resulting in excessive lead times or the City having to pursue alternatives sources for out-of-stock parts;

2.0 Discussion and Considerations

The City owns and operates a wide range of plow blade systems that are mounted onto pickup trucks, trackless machines, graders, and tandem axle dump trucks. Fleet Services supports up to eighty-five plows that are composed of four common variants: 2-way front plows, 1 & 2-way front plow & wing, and 'V' plows for trackless machines. To support winter operations, Fleet Maintenance requires a broad range of spare parts that facilitate preventive servicing and running repairs. Quickly repairing snow clearing equipment is essential in sustaining service levels for Road Operations winter maintenance program.

Valley Blades Ltd. specializes in developing and manufacturing ground engaging tools, wear parts and accessories for construction, mining, and snow removal equipment. In comparison with other contracted suppliers, Valley Blades competitive advantage is their ability to design and fabricate snow plow components at their facility. This service provides customers with a broader inventory of spare parts to select from and best in class delivery times for fabricated components. Based on the experience with awarding RFQ's to different suppliers, this is a unique service that no other regional supplier in the marketplace can provide. Over the last decade, it has been our experience that Valley Blades Ltd. is the only vendor in our area with the repair parts inventory to support the City's full product line of plow blades and accessories. With the urgency required to support running repairs, a vendor's proximity to the City leads to service level advantages including reduced inventory, better lead times for parts, and prompt emergency repairs.

2.1 Procurement Process

The snow plow blade parts contract has a long history of competitive procurement practices. The experience revealed the importance of suppliers needing a fabricating skillset in-house to successfully offer this service. Without having gone through this, we would not be in the position to recommend a single source contract.

Fleet and Supply Services recommend establishing a single source contract with Valley Blades Ltd. given the suppliers unique in-house fabrication services and can supply parts in support of the City's broad product line of snow plow blade systems. This recommendation is in accordance with Section 14.4 (d) and (e) of the Procurement of Goods and Services Policy:

- 14.4 d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e., contract extension or renewal);
- 14.4 e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience.

As per Section 14.5 a) ii) of the Procurement of Goods and Services Policy, Committee and City Council must approve a single source award greater than \$50,000, unless otherwise permitted by the Policy.

3.0 Financial Impact

The average annual expenditure over the last two years on snow plow Blades, Parts, and Accessories was \$80,209 (excluding HST). Fleet Services anticipates similar annual demand for parts given that needs fluctuate based on the severity and duration of winter operations. All parts are charged to specific fleet assets upon consumption and are funded through the approved Fleet Maintenance operating budget.

Conclusion

In accordance with section 14.4 (d) & (e) and 14.5 a) ii) of the Procurement of Goods and Services Policy, Fleet Services is requesting approval to establish a single source contract with Valley Blades Ltd. for one (1) year with an option to renew for four (4) additional (1) year periods.

Prepared by: Drew Freeman, P.Eng.
Senior Manager, Fleet Services

Submitted by: Lynda Stewart
Director, Fleet and Facilities

Recommended by: Anna Lisa Barbon, CPA, CGA
Deputy City Manager, Finance Supports

cc: Steve Mollon, Senior Manager of Procurement & Supply

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P.Eng., MBA, FEC
Deputy City Manager, Environment & Infrastructure

Subject: Joining the Smart Commute Program

Date: October 4, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions related to the launch of a Transportation Management Association and joining the Smart Commute Program **BE TAKEN**:

- a) This report **BE RECEIVED** for information;
- b) That the by-law in Appendix A to authorize and approve, substantially in the form of, a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding by completing Schedule 12 **BE APPROVED**;
- c) Civic Administration **BE DIRECTED** to finalize arrangements with RideShark for the provision of the Integrated Mobility Tool, used by members of the Smart Commute Program to support program services, following the procedures set out in the Procurement of Goods and Services Policy; and
- d) Civic Administration **BE DIRECTED** to launch the Smart Commute London program in the fall of 2023.

Executive Summary

The purpose of this report is to provide Committee and Council with an update on the development of London's first Transportation Management Association (TMA). In April 2022, City staff were directed as part of the approval of the Climate Emergency Action Plan to establish a TMA in London based on the background and rationale provided in the report.

City staff recommend that the most cost-effective approach for London is to join the long-established Smart Commute Program, which would serve as the catalyst to launch Smart Commute London as the community's TMA supporting commuter options locally, both in London and to regional workplaces outside London (e.g., VW battery plant, Amazon, or others).

What is a Transportation Management Association (TMA)?

A TMA is a non-profit, public/private partnership that serves as a transportation coordinator for businesses wishing to implement commuter programs such as carpooling, vanpooling, telework, transit discount programs, biking, walking, and parking management for their employees and customers including increasing knowledge of mobility choices.

What is the Smart Commute Association and Smart Commute Program?

As the City of London moves towards the establishment of London's first TMA, the Greater Toronto and Hamilton Area (GTHA) Smart Commute Association has been inviting other Ontario municipalities to join its Smart Commute Program. The existing Smart Commute Association members are the City of Toronto, City of Hamilton, Region of Halton, Region of Durham, Region of York, and the City of Greater Sudbury. The City of Guelph and the Region of Waterloo are in discussions to join the program.

The Smart Commute Program is a joint program of participating Ontario municipalities that collaborate with workplaces, communities, and schools to reduce traffic congestion through increased transportation system efficiency. The primary objective of the Smart Commute Program is to develop, implement, and influence sustainable travel behaviour change through an array of strategies and choices.

Smart Commute London

The launch of London's first TMA, to be called Smart Commute London, builds on past programs and projects, including the Business Travel Wise Program, Regional Rideshare, the ecoMobility project, and Commute Ontario. The TMA feasibility study conducted in Winter 2020 has helped inform this next stage. As part of the study, employer and employee surveys were conducted. In the pandemic aftermath, many of these results are still valid. An updated employer-only survey is planned for Fall 2023. This updated survey will help inform the final approach to outreach and engagement activities.

Joining the Smart Commute Program has many advantages, including tapping into expertise and municipal-private sector successes to ensure that Smart Commute London has programs and supports that meet the needs of local commuters. It also allows City staff to better tie together all Transportation Demand Management (TDM) program supports that currently exist for Londoners. This includes the commute to work and school, but also all the trips Londoners take for other purposes on weekdays and weekends, which will be re-branded as TravelWise London.

Workplaces in London's downtown will not be the only target audience for Smart Commute London. It will provide supports and programs that are also useful for workplaces located in areas where commuting is challenging, such as London's industrial parks. In addition, where possible, London-based employees travelling to regional employment and workplaces, such as schools, the upcoming VW battery plant and Amazon, will benefit from the program's services.

Financial Impact/Considerations

There is no cost to the City of London to join the Smart Commute Program, however there are costs to run the program. The costs to run the current base program are included in approved 2023 budgets (\$40,000) which carry forward as part of the base budget for the 2024-2027 Multi-year Budget (MYB). There will be an ask in the MYB for funds to help grow the Smart Commute Program to serve additional areas of London.

For a two-year period, City staff will serve as the administrators of Smart Commute London until it is well-established. Existing City staff time has been allocated to this initiative. It is estimated that between 0.5 and 1.0 full time equivalent (FTE) staff will be needed for Smart Commute London.

Linkage to the Corporate Strategic Plan

Municipal Council continues to recognize the importance of transportation demand management and the need for a more sustainable and resilient city in the development of its 2023-2027 Strategic Plan for the City of London. Specifically, London's efforts in transportation demand management address the four following areas of focus:

- Wellbeing and Safety
- Safe London for Women, Girls, and Gender-Diverse and Trans People
- Economic Growth, Culture and Prosperity
- Mobility and Transportation
- Climate Action and Sustainable Growth
- Well-Run City

On April 23, 2019, the following was approved by Municipal Council with respect to climate change:

Therefore, a climate emergency be declared by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change.

On April 12, 2022, Municipal Council approved the Climate Emergency Action Plan which includes Area of Focus 4, Transforming Transportation and Mobility. It includes the development of a TMA within that workplan.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Relevant report that can be found at www.london.ca under Council meetings include:

- Overview of Engagement and Feedback on Draft Climate Emergency Action Plan (April 5, 2022 meeting of Strategic Priorities and Policy Committee – SPPC, Agenda Item 3.1)
- Draft Climate Emergency Action Plan Report (February 8, 2022 meeting of SPPC, Item 4.2)
- Cycling and Transportation Demand Management Upcoming Projects (March 30, 2021 meeting of CWC, Agenda Item # 2.12)

1.2 Background – Transportation Management Association as Part of the Climate Emergency Action Plan (CEAP)

The concept of expanding the City’s past and present suite of Transportation Demand Management (TDM) services and bringing them together into a single entity focussed on businesses was introduced as part of the Climate Emergency Action Plan development and approval in April 2022.

The common term used for this type of collaboration and network is a Transportation Management Association (TMA). A TMA serves as a transportation coordinator for businesses wishing to implement transportation demand management programs such as carpooling, vanpooling, telework, transit discount programs, biking, walking, and parking management. A TMA works with local governments, transit agencies, and other transportation providers to promote transportation services for employees and customers. A TMA allow employers to work together, share limited resources, and address their employees’ commuting challenges.

A TMA is also tied to the development of the Mobility Master Plan as a Transportation Demand Management (TDM) program that supports efficient infrastructure implementation over the plan’s next twenty-five-year horizon.

The name TMA is usually removed as part of the branding of individual programs as has been the case in the Greater Toronto and Hamilton Area (GTHA) and the Region of Waterloo areas.

1.3 Background – London’s Past and Current Initiatives as Part of Transportation Demand Management (TDM)

Listed on Table 1 are the current and past TDM initiatives offered to London businesses and employers over the last ten years. During the pandemic all carpool and rideshare services were stopped and have not been re-started.

Table 1: List of Past and/or Current TDM Initiatives for Employers

Initiative	Current	Past
TDM advice (Business Travel Wise)	Yes	Yes
Information (e.g., on the benefits of reducing single occupant commuting, work from home, etc.)	Yes	Yes
Employer/employer presentations and information booths	Yes	Yes
Business Bike Rack program	Yes	Yes
Employee and business pilot projects	Yes	Yes
Employee commuter surveys and mapping	No	Yes
Individualized marketing and route planning	No	Yes
Commute Ontario partnership (5 to 10 municipalities)	No	Yes
Carpool services (London focus)	No	Yes
Regional (Carpool) Rideshare network (5 to 8 municipalities)	No	Yes

1.4 Background – Smart Commute Program and the Smart Commute Association

As the City of London moves towards the establishment of London’s first TMA, the GTHA Smart Commute Association has been inviting other Ontario municipalities to join the Smart Commute Program. The existing Smart Commute members in the GTHA are the City of Toronto, City of Hamilton, several municipalities within Halton Region (City of Burlington, Town of Oakville, Town of Milton, and the Town of Halton Hills), Durham Region, York Region, and the City of Greater Sudbury. They are known collectively as the Smart Commute Association. Besides London, the City of Guelph and the Region of Waterloo are in discussions to potentially join the program.

The Smart Commute Association has its roots back to 2001 when Smart Commute – North Toronto, Vaughan (NTV) started. Smart Commute Programs generally target key business areas such as the downtown area, business clusters such as Business Improvement Areas (BIAs), business parks, and business corridors.

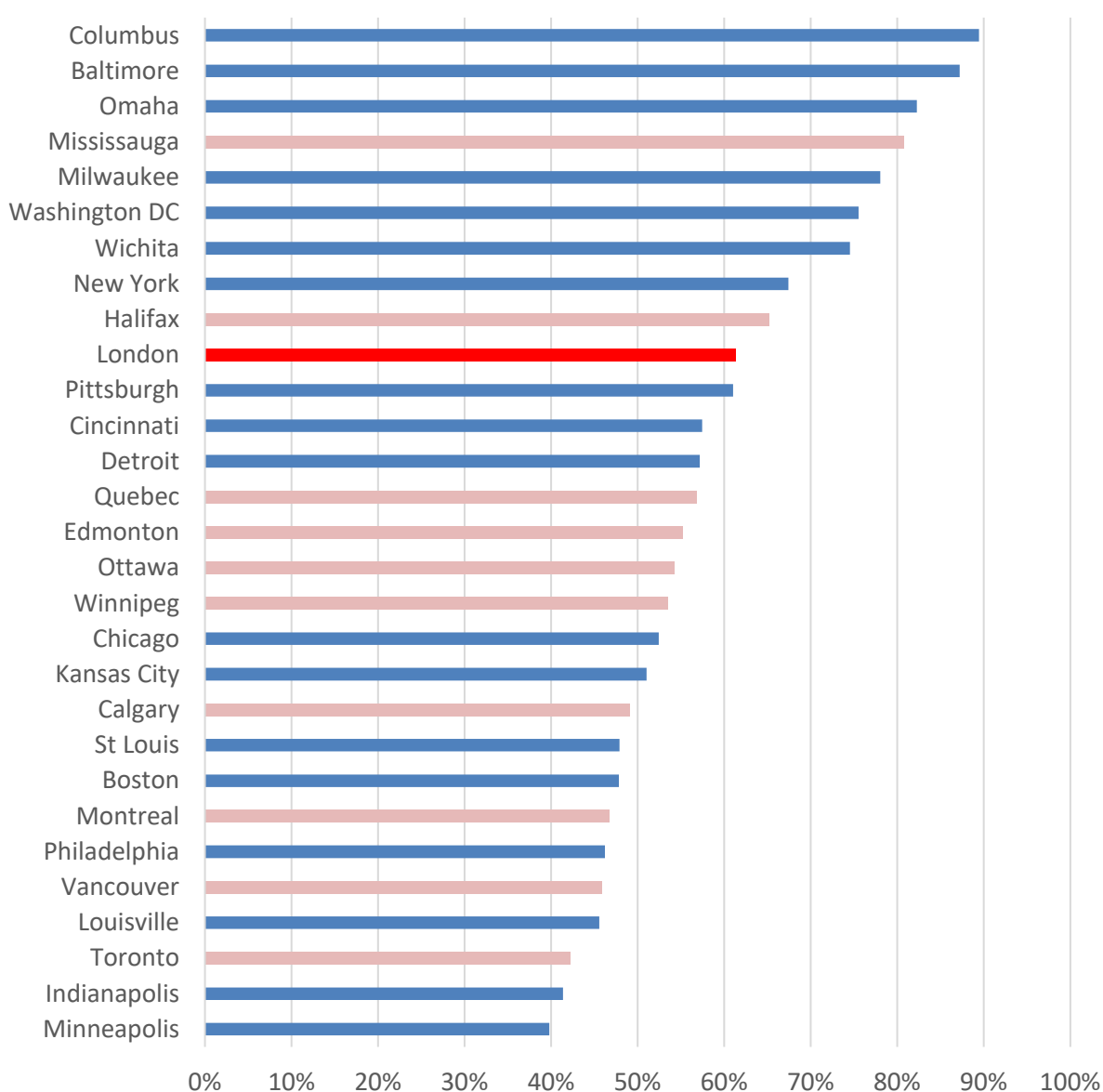
1.5 Recent Research on Downtown Mobility Activity Using Mobile Devices

In the pandemic aftermath, downtown employees in London are slowly returning to the office, including under hybrid part-time work schedules. Using mobile device activity as a means to measure activity, the University of Toronto’s School of Cities research shows that among North American cities, mobile device activity in downtown London between March 2022 and May 2023 was at 61 per cent of the level of activity compared to the same time period in 2019 (Figure 1).

London had the third-highest downtown recovery activity of all Canadian cities that were part of the research as shown in Figure 1. These data indicate the importance of providing information on commuting options to many of London’s employers and their employees as they return to their workplaces. It is important to note that London’s TMA will be able to serve employers across all of London, including those workplaces where hybrid work arrangements are not practical (e.g., manufacturing, warehousing).

Workplaces in London’s downtown will not be the only target audience for Smart Commute London. It will provide supports and programs that are also useful for workplaces located in areas where commuting is challenging, such as London’s industrial parks. In addition, where possible, London-based employees travelling to regional employment and workplaces, such as schools, the upcoming VW battery plant and Amazon, will benefit from the program’s services.

Figure 1: Ranking of Downtown Recovery Quotient for Canadian, US Northeast and US Midwest Cities (March – May 2023)



Source: University of Toronto School of Cities Downtown Recovery Rankings, 2023

2.0 Discussion and Considerations

2.1 Joining the Smart Commute Association and Smart Commute Program

All participating municipalities sign a Memorandum of Understanding to join the Smart Commute Association, but no individual municipality is the “holder” of the agreement. City staff propose that the City of London sign the agreement for a two-year period with a possibility of extension after the Memorandum of Understanding’s (MOU’s) pre-existing term ends in December 2025.

Schedule A is the MOU between the Smart Commute Association and The Corporation of the City of London. It has been reviewed by the City of London Legal and Risk Management offices. A separate agreement will also be required with the provider of the Integrated Mobility Tool that supports the Smart Commute Program province wide. The current platform provider is RideShark.

The City of London’s Information Security team (Information Technology Services) has conducted a high-level Corporate Technology Security Assessment of RideShark’s platform and data security features. In addition, the City Clerk’s Office, with support from Risk Management and Legal, has conducted a Privacy Impact Assessment of the data being collected by RideShark. All have signed-off on proceeding with a procurement process for the RideShark platform at the appropriate time.

A copy of the Smart Commute Program Memorandum of Understanding has been shared with City staff. Highlights include:

Governance

- Each participating municipality (member) has one senior staff member sit on a Steering Committee.
- Each member has one vote.
- There is an Advisory Committee made up of individuals such as the chairs of the boards of each TMA, program administrators/service delivery agents, representatives from key community partner organizations in sustainable transportation, transit authorities, non-government organizations, or employers participating in the program.
- The MOU is binding on the parties.
- Term of the current MOU ends December 31, 2025, which is subject to extensions.
- The City of Hamilton is the Steward of shared program assets, which includes surveys: Baseline Survey, Site Assessment, Annual check-in survey; including the survey data collected.
- York Region officially adopted the Smart Commute mark. They consent to allow its use by other members.
- Each member municipality enters into its own agreement with the platform provider of the Integrated Mobility Tool.
- For the City of London to join and execute the MOU, a *Counterpart Execution Page for Subscription (Schedule 12)* is signed and sent to the Steward of the program (City of Hamilton).

Services

- Core services offered are:
 - (i) Commuter and program information website
 - (ii) Integrated Mobility Tool
 - (iii) Client / Champion communication tools (e.g., email)
 - (iv) Service Delivery Agent Dropbox / Intranet
 - (v) Emergency Ride Home administration
 - (vi) Online Trip Diary/Calendar
 - (vii) Dedicated program email addresses when pre-approved.

Finances

- Each member municipality agrees to pay for its own Smart Commute Program.
- Costs related to future program assets are shared equally among members.
- Insurance is at member's expense and as deemed appropriate.
- Members can work with service delivery agents (at own expense).
- The City of London could apply for additional independent funding to support local TMA activities.
- Members can pursue additional joint funding to support local TMA activities.
- Members may share costs for shared services.

2.2 Becoming Smart Commute London

A soft launch for Smart Commute London is planned for the fall 2023. Initial program services will include:

- Access to the Integrated Mobility Tool platform that includes a carpool-match service and options for individuals to log and track their trips;
- Mobility education and awareness;
- Emergency Ride Home program;
- Bike Month promotion;
- Carpool promotion (targeted and community-wide);
- Business Bike Rack Program;
- Baseline surveys and workplace assessments; and
- Incentives and rewards for participating and tracking trips.

These initial services will be built upon depending on resources and identified need in future years. Businesses will sign up for Smart Commute London. To help promote Smart Commute London, the City of London would have a landing page for Smart Commute London (at London.ca) that would promote to local employers and employees, explain the local program, and provide information on how to join.

In addition, past partner municipalities from the previous Regional Rideshare service will be encouraged to contact the Steward of the Smart Commute Program (City of Hamilton) or the Integrated Mobility Tool platform provider directly to set up their own programs. Ideally, there would be cross-promotion to ensure residents from outside London who commute into London or Londoners who commute to surrounding municipalities are aware of the supports available to them.

2.3 Maximizing the Benefits of Smart Commute London to support Transportation Demand Management

It is well acknowledged that there are many kinds of mobility trips in London throughout the year that are non-commuter including trips to stores, recreation, entertainment, medical, etc. There are also trips for elementary and high school, university, and college.

Many Smart Commute London initiatives and actions can be used to inform and encourage a change in travel behaviour for non-commuters. To distinguish between commuters and the employer/employee focus, a separate area will be branded TravelWise London and provide a customized focus that will appeal more to non-commuters while maximizing the benefit of existing tools and information.

2.4 Summary – Project Phase and Timeline

As previously presented in February 2022, over time, it is currently envisioned that Smart Commute London will be city-wide. At the start, it will focus on areas with the most active interest (e.g., downtown London, industrial areas, etc.) to establish an initial base of employers. Once Smart Commute London has established relationships with employers and has experience delivering the program, it can be scaled or replicated to serve different geographic areas in London.

The creation of Smart Commute London will use a three phased approach:

- Phase One – In 2023, City staff will lead the development of the initial stages of Smart Commute London, including identifying partners, members, and initial services. This work builds on existing services and programs offered by the City and brings them to an expanded number of businesses in specific areas.

In order to launch Smart Commute London in the short-term, for the first two years, the City will take on the responsibilities of administrative and operational needs. To launch, this will include outreach to employers and setting up an advisory committee to help direct priority activities and guide day-to-day operations. The committee will be made up of representatives from key employers, business organizations, partner organizations, and City service areas.

- Phase Two – In mid to late 2024, alternative operating and governance models will be examined that meet the needs of London employers including the preferred service delivery model (e.g., in-house service provision via the City, contracted service provider, not-for-profit service provider, shared responsibilities), additional services, financing, and related requirements. This phase is key as it will determine scale and flexibility required to meet member needs but also focus on financial and operating feasibility.
- Phase Three – In 2025, depending on a positive outcome for Phases One and Two, Smart Commute London will transition to the preferred model developed by the City and Smart Commute London members and partners. This would include a comprehensive business plan.

3.0 Financial Impact/Considerations

There is no cost to the City of London to join the Smart Commute Program, however, there are costs to run the program. The 2023 costs to run the program are included in approved budgets and will be contained in the base budget for the 2024-2027 Multi-year Budget (Table 2). Any additional budget from the City of London will be subject to the outcome and approval of the 2024-2027 Multi-year Budget.

Table 2: Annualized Budget Contained in 2023 Budget

Steps	Annualized Budget
Integrated Mobility Tool (e.g., carpool, etc.)	\$20,000
Emergency Ride Home program	\$3,000
Marketing and Promotion; Education and Awareness	\$10,000
Pilot Projects, Collaborations, Events	\$7,000
Total Annualized Budget	\$40,000

For a two-year period, City staff will serve as the administrator of Smart Commute London until it is well-established. Existing City staff time has been allocated to this initiative. It is estimated that between 0.75 and 1.0 full time equivalent (FTE) staff will be needed for Smart Commute London.

City staff is suggesting that London employers not be charged a membership fee for the first two years of the program. This can be revisited as the program develops. Other Smart Commute programs and TMAs elsewhere have operated in the past on a fee-for-service or membership fee basis. In some cases, this is done either with a two-tiered base program fee or a full-service program fee. The pandemic has brought about a short-term rethinking or elimination of membership fees in other existing TMAs as members determine their employee work location needs.

4.0 Summary of Completed and Next Steps

Table 2 lists the completed steps and the next steps to launch Smart Commute London and “re-brand” TDM activities under the name TravelWise London.

Table 2: Completed and Next Steps

#	Steps	Status
1	Background Research and Feasibility Study on TMAs	Complete
2	Council approval to proceed with the establishment of a TMA	Complete
3	Approach to establish Smart Commute London	This Report
4	Finalize agreements (MOU)	Fall 2023
5	Launch Smart Commute London	Fall 2023
6	Finalize and Promote TravelWise London	Fall 2023/ Winter 2024

A soft launch date will be set for fall 2023 to allow time for re-engaging local employers who have taken part in past commuter support programs. This timeframe will also allow for the updated employer survey to run and results to be analysed. It is expected that engaging new employers and growing the Smart Commute London membership will be ongoing. Reaching out to potential partners is also a next step. These will be organizations that already work with local employers or that can bring added value to Smart Commute London services here in London.

As a participant in the Smart Commute Program, the City of London will also require internal promotion and program elements geared to City staff. These will build on past commuter option promotion and tie into current plans, such as upgrading the City Hall

staff bike parking lock-up and other corporate activities identified in Climate Emergency Action Plan workplans.

Conclusion

The pandemic aftermath presents an opportunity to pursue London's first TMA and support local employers and their employees to facilitate the use of more sustainable modes of transportation.

Joining the Smart Commute Program, an already established program, has many advantages. For London, this means tapping into expertise and municipal-private sector successes to avoid repeating programs and supports that will not fill the needs of local commuters.

It also becomes the catalyst to allow City staff to better tie together all TDM supports for Londoners. This includes the commute to work and school, but also all the trips Londoners take for any other purposes, weekdays and weekends.

Prepared by: Allison Miller, M.C.P., MCIP, RPP, Senior Coordinator,
Transportation Demand Management

Jamie Skimming, P.Eng., Manager,
Energy and Climate Change

Prepared and Submitted by: Jay Stanford, M.A., M.P.A. Director, Climate Change,
Environment, and Waste Management

Recommended by: Kelly Scherr, P.Eng., MBA, FEC,
Deputy City Manager, Environment & Infrastructure

Appendix A A by-law to authorize and approve a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

Schedule A The Smart Commute Program Memorandum of Understanding

APPENDIX A

Bill No.
2023

By-law No. A.-

A by-law to authorize and approve a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the “City”) to enter into a Memorandum of Understanding with the Smart Commute Association (“SCA”) to develop, implement, and influence sustainable travel behaviour change through an array of strategies;

AND WHEREAS it is deemed appropriate to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding on behalf of the City;

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

1. The Memorandum of Understanding between The Corporation of the City of London and the Smart Commute Association, is hereby authorized and approved, substantially in the form attached as Schedule A to this by-law,
2. The Mayor and the City Clerk are hereby authorized to execute any document to give effect to the authorization in section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council October 17, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

SCHEDULE A

SMART COMMUTE PROGRAM MEMORANDUM OF UNDERSTANDING (the “MOU”)

DATED this 21st day of January, 2021.

BETWEEN:

The Regional Municipality of Durham (“Durham Region”)

-and-

The Regional Municipality of York (“York Region”)

-and-

City of Toronto (“Toronto”)

-and-

City of Hamilton (“Hamilton”)

Each a “Party” and collectively called the “Parties”

BACKGROUND

- A. On March 29, 2019 Metrolinx announced that it was ending its financial support of the Smart Commute Program as of June 29, 2019. The Participating Municipalities have been delivering, and have agreed to continue to deliver, the Smart Commute Program without the support and funding from Metrolinx.
- B. The primary objective of the Smart Commute Program is to develop, implement, and influence sustainable travel behaviour change through an array of strategies across the Greater Toronto and Hamilton Area and within Ontario.
- C. The Participating Municipalities are entering into this binding Memorandum of Understanding to set out the arrangements agreed upon between them for the delivery of the Smart Commute Program.

THEREFORE, in accordance with the principles set out above, the Parties hereby agree as follows:

1. DEFINITIONS AND SCHEDULES

1.1. Definitions

In this Memorandum of Understanding, unless the context requires otherwise,

- (a) “**Advisory Committee**” means the committee established by [Section 6.1](#);
- (b) “**Effective Date**” means the date written at the top of this MOU;
- (c) “**GHG**” means greenhouse gases;
- (d) “**GTHA**” means the geographic area comprised of the City of Toronto, the Regions of Durham, Peel, York and Halton, and the City of Hamilton;
- (e) “**Integrated Mobility Tool**” has the meaning given to it in [Section 12.2](#).
- (f) “**Intellectual Property**” means all trademarks, trade names, copyrights and other forms of industrial and intellectual property protected by law;
- (g) “**MOU**” means this memorandum of understanding, including its schedules, as may be amended from time to time;
- (h) “**Municipalities of Halton**” means collectively the local municipalities of the City of Burlington, the Town of Oakville, the Town of Milton and the Town of Halton

Hills. Oakville will act as the representative for the Municipalities of Halton under this MOU;

- (i) **“Participating Municipalities”** means the Parties to this MOU from time to time;
- (j) **“Personal Information”** means personal information as defined under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56;
- (k) **“Program”** means the undertaking described in [Section 2.1](#);
- (l) **“Program Assets”** means the Smart Commute Program's intellectual property as further described in [Schedule 8](#);
- (m) **“Regions”** means collectively Durham Region and York Region, in addition to Hamilton and Toronto where not otherwise identified, along with any other Ontario upper or single tier municipality who joins the SCA as outlined in [Section 15.2](#);
- (n) **“Smart Commute Association”** and **“SCA”** means the Participating Municipalities working together as an association to undertake the Program;
- (o) **“Service Delivery Agent”** is any organization or firm that delivers TDM programming, tools, and tactics for a Participating Municipality, and includes a Transportation Management Association (“TMA”);
- (p) **“Steering Committee”** means the committee established by [Section 5.1](#);
- (q) **“Steward”** means the Region or other entity who manages the Program Assets, as described in [Section 9.1](#), and who may be replaced from time to time as set out under Sections [9.3](#) or [9.9](#) As of the Effective Date, the Steward for the Program is Hamilton.
- (r) **“Transportation Demand Management”** and **“TDM”** has the meaning given to it in [Section 3.1](#);
- (s) **“Transportation Management Association”** and **“TMA”** means a non-profit, public/private partnership that serves as a transportation consultant for businesses wishing to implement transportation demand management programs such as carpooling, vanpooling, telework, transit discount programs, biking, walking, and parking management;
- (t) **“Term”** means the term of this MOU described in [subsection 17.6](#).

1.2. Schedules

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

[Schedule 1](#) - Description of Smart Commute Program

[Schedule 2](#) - Description of Transportation Demand Management [Schedule 3](#) -

Diagram of Governance Structure

[Schedule 4](#) - The Role of the Steering Committee [Schedule 5](#) -

The Procedures of the Steering Committee

[Schedule 6](#) - The Role and Procedures of the Advisory Committee [Schedule 7](#) -

The Role of Service Delivery Agents

[Schedule 8](#) - Program Assets

[Schedule 9](#) - Key Features of the Integrated Mobility Tool [Schedule](#)

[10](#) – Personal Information

[Schedule 11](#) - Participating Municipalities’ Addresses and Contact Information [Schedule 12](#) –

Counterpart Execution Page for Subscription

2. THE SMART COMMUTE PROGRAM

2.1. The Smart Commute Program (“**Program**”) is a joint program of the Participating Municipalities, whereby they work with workplaces, communities and schools to reduce traffic congestion through increased transportation efficiency, as further outlined in [Schedule 1](#).

3. TRANSPORTATION DEMAND MANAGEMENT

3.1. Transportation Demand Management (“**TDM**”) is a strategy or an array of strategies that aim to reduce single-occupant vehicle trips (vehicles carrying only one person) and the

proportion of automobile trips made during peak periods by encouraging more sustainable forms of transportation, as further outlined in [Schedule 2](#).

4. JOINT UNDERTAKING and GOVERNANCE STRUCTURE

4.1 The Participating Municipalities have agreed to undertake the Program as a joint undertaking pursuant to section 20 of *Municipal Act, 2001* and section 16 of the *City of Toronto Act, 2006*. The Parties anticipate that other municipalities may join the Program in the future.

4.2 The Participating Municipalities acknowledge that the SCA is the name given to the Participating Municipalities and, at least in its present form, is not a separate legal entity and has no authority to enter into contracts. It is for this reason that the City of Hamilton has agreed to be the Steward as outlined in [Section 9](#).

4.3 The governance structure of the SCA is shown in the diagram attached as [Schedule 3](#).

5. STEERING COMMITTEE

5.1. The Steering Committee is hereby established for the purpose of overseeing the Program, supervising the delivery of the Program, and exercising its functions and responsibilities as set out in [Schedule 4](#) and in accordance with the procedures set out in [Schedule 5](#). The Steering Committee will be composed of one (1) senior staff person per Participating Municipality, as further outlined in [Schedule 5](#).

5.2. The Regions comprise the core members of the Steering Committee and receive one vote each. The Steering Committee will be responsible for evaluating the ability of additional municipalities to subscribe as a member and for adding new members to the SCA through an application process and in accordance with [Section 15](#) of this MOU. The Steering Committee will determine the voting rights of each new member added.

5.3. The Steering Committee will continue to exist for as long as the SCA exists, unless the Participating Municipalities collectively in writing decide to restructure it. The Participating Municipalities acknowledge that individual members selected for the Steering Committee may change over time.

6. ADVISORY COMMITTEE

6.1. The Advisory Committee is hereby established for the purpose of exercising the functions and responsibilities set out in [Schedule 6](#). The Advisory Committee’s membership will be determined by the Steering Committee, as further outlined in [Schedule 6](#).

6.2. The Advisory Committee will continue to exist for as long as the SCA exists, unless the Participating Municipalities collectively in writing decide to restructure it, in accordance with the decision-making process outlined in [Schedule 5](#). The Participating Municipalities acknowledge that individual members selected for the Advisory Committee may change over time.

7. PARTICIPATING MUNICIPALITIES’ ROLES AND RESPONSIBILITIES

7.1. In the case of the Steering Committee, each Participating Municipality agrees to use all reasonable efforts to put its member in the position of being able to make prompt and informed decisions on matters within the Steering Committee’s mandate.

7.2. Participating Municipalities acknowledge that some members may be required to obtain the appropriate authority from their respective Councils prior to making a decision or voting on a matter that comes before the Steering Committee. Each Participating Municipality should determine the scope of authority delegated to its member on the Steering Committee, and it is the responsibility of each designated representative to seek authority and direction from their Council as required.

7.3. The Parties that share Service Delivery Agents shall work together to ensure clear communication with their shared Service Delivery Agent to avoid service impacts by the Service Delivery Agent.

7.4. The Parties acknowledge the importance of good communication and cooperation to ensure the smooth running of the Program.

7.5. The Parties acknowledge, notwithstanding that the Chair of the Steering Committee is the designated contact on behalf of the Smart Commute Association, that all communications, public dealings and public relations shall indicate that the Program is a joint undertaking by the Participating Municipalities.

8. SERVICE DELIVERY AGENTS

8.1. Each Participating Municipality agrees that the role of Service Delivery Agents will vary in order to ensure that they can be responsive to the needs of the communities they serve. However, the expectation is for the Service Delivery Agents to carry out activities such as those outlined in [Schedule 7](#).

9. STEWARDS OF SMART COMMUTE PROGRAM ASSETS

9.1. Subject to [Section 9.10](#), the Steward will retain ownership, manage and care for the shared Program Assets, as described in [Schedule 8](#), which were previously held by Metrolinx on behalf of the SCA.

9.2. Hamilton has assumed the role of Steward of all shared Program Assets.

9.3. Notwithstanding [Section 9.2](#), in the event the Steward decides it no longer wants to be the Steward or withdraws from the MOU, the Steward agrees to transfer the Program Assets, at no cost to the SCA, to another Participating Municipality who has been chosen by the Steering Committee to become the Steward.

9.4. The Steward shall ensure that all Program Assets are accessible to and shared freely amongst all Participating Municipalities. Procedures for ensuring the equitable and efficient sharing of Program Assets will be determined by the Steering Committee.

9.5. Notwithstanding [Section 9.4](#), the Steward grants to the other Participating Municipalities a perpetual, worldwide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence to: (a) use, modify, reproduce and distribute, in any form, the Program Assets, in connection with the Program; and (b) authorize other persons, including agents, contractors, or sub-contractors, to do any of the former on behalf of a Participating Municipality. This license will continue regardless of which Participating Municipality is acting as Steward from time to time.

9.6. The Steward agrees to enter into any necessary agreements with third party providers for the administration of the shared Program Assets received from Metrolinx.

9.7. The Steward shall pay any initial costs relating to the Program Assets received from Metrolinx and shall invoice the Participating Municipalities their equal share of any Program Asset costs. The Participating Municipalities agree to equally share any such initial costs and any of the costs incurred to maintain the Program Assets received from Metrolinx. For greater certainty, the initial costs relating to the Program Assets shall be paid equally by Durham Region, York Region, Toronto, Hamilton, and Peel Region and shall be payable within 30 days of receipt of an invoice from the Steward. Any costs incurred to maintain the Program Assets received from Metrolinx shall be paid equally by Durham Region, York Region, Toronto, Hamilton, and every other municipality that is a Participating Municipality at the time such maintenance costs are incurred.

9.8. Any costs related to future Program Assets, outside of those initially received from Metrolinx, will only be incurred after unanimous agreement by the Participating Municipalities through the Steering Committee, in accordance with [Schedule 5](#) and such costs shall be paid equally by every municipality that is a Participating Municipality at the time such unanimous agreement is reached. The Steward shall be entitled to rely on Steering Committee Meeting Minutes or any other form of written confirmation obtained from each Participating Municipality as evidence of unanimous agreement for the purpose of this Section. For greater certainty, any municipality subscribing to this MOU pursuant to [Section 15](#) who was not a Participating Municipality at the time of such unanimous agreement shall contribute equally to any costs relating to future Program Assets or costs incurred to maintain future Program Assets that become due on and after the date of subscription.

9.9. In the event the SCA is to be replaced by a municipal corporation or another separate legal entity the Steward agrees to transfer the Program Assets, at no cost, to the new legal entity pursuant to an agreement in form and content satisfactory to the Participating Municipalities at their respective absolute discretions.

9.10. The Registrar of Trademarks has given public notice of York Region's adoption and use of SMART COMMUTE as an official mark. York Region hereby consents under subsection 9.2(a) of the *Trademarks Act* (Canada) to each of the Participating Municipalities adopting and using SMART COMMUTE in association with the Program. This consent will continue even if York Region withdraws from this MOU.

10. RECIPIENT OF FUNDING

10.1. Participating Municipalities may apply independently for funding related to the Smart Commute Program at their own discretion. Any funding received by a Participating Municipality

with respect to the Smart Commute Program shall be used for that Participating Municipalities' sole benefit.

10.2. Participating Municipalities may elect to discuss funding applications they intend to pursue with the SCA in advance of making any submission for funding but are not required to do so.

10.3. Should they so desire, Participating Municipalities may pursue joint funding ("Joint Project Funding"), upon a unanimous decision from the Steering Committee in accordance with [Schedule 5](#). In order for the SCA to approve Joint Project Funding from additional sources, the funding must meet the following requirements:

- (a) it must be linked to the Program;
- (b) it must not negatively impact the SCA or Participating Municipalities as an organization or its brand image/reputation;
- (c) it must equitably apply to and benefit all Participating Municipalities; and
- (d) it must be completed prior to the end of the Term.

Satisfaction of these requirements is mandatory but not necessarily sufficient for obtaining approval of Joint Project Funding. The Participating Municipalities reserve the right to add additional requirements for Joint Project Funding, which additional requirements would also be mandatory but not necessarily sufficient for obtaining the approval of Joint Project Funding.

10.4. In circumstances where the SCA pursues Joint Project Funding, an agreement will be made in writing between the Participating Municipalities with respect to which of them will be the lead applicant, and the terms and conditions of that arrangement shall be agreed upon by the SCA unanimously prior to the application being made.

11. CONTRIBUTIONS BY PARTICIPATING MUNICIPALITIES

11.1. Subject to [Section 9.7](#) and [9.8](#), the Participating Municipalities agree that there are no financial responsibilities to be shared, and no financial contributions required, as a result of entering into this MOU. Each Participating Municipality agrees to pay for its own Smart Commute program.

11.2. Participating Municipalities may share costs for shared services required to operate the Program. The Steering Committee shall determine how such shared costs are to be distributed amongst the Participating Municipalities, subject to their approval; all decisions made with respect to the distribution of shared costs will be recorded in the minutes of the Steering Committee.

12. PROJECT IMPLEMENTATION

12.1. Carrying Out Responsibilities

Each of the Participating Municipalities shall use all reasonable efforts to complete all activities that the Participating Municipalities are responsible to carry out under this MOU and under any agreements or other documents relating to the Program.

12.2. Integrated Mobility Tool

Each Participating Municipality shall use reasonable efforts to procure an Integrated Mobility Tool that is the same or substantially the same in order to provide ride-matching across the GTHA. All Participating Municipalities will work towards using the same or substantially the same Integrated Mobility Tool. Each Participating Municipality shall enter into its own agreement with the Integrated Mobility Tool vendor and shall pay its own costs. The Participating Municipalities agree that the Integrated Mobility Tool should possess, at a minimum, the features set out in [Schedule 9](#).

12.3. Policies and Procedures

The Steering Committee shall consider any policy or procedural issues, including procurement issues that may be raised by a Participating Municipality.

13. REPORTING AND INSPECTIONS

13.1. Accounts and Records

- (a) Should the SCA enter into any Joint Project Funding the Steering Committee shall maintain detailed records of funding received and expenses incurred in connection with the Program. The Steering Committee, upon reasonable notice, shall ensure that such accounts and records are made available to authorized representatives of any Participating Municipality for inspection and/or copying.
- (b) Accounts and records shall be maintained by the Steward on behalf of the SCA for a period of at least three years after the final settlement of accounts with respect to any undertaking.
- (c) Where the Steward receives a Freedom of Information (“FOI”) request with respect to any accounts and records maintained in accordance with Section [13.1\(a\)](#) and [\(b\)](#) and where the Steward intends to disclose such accounts and/or records, the Steward agrees to bring the issue to the Steering Committee members for consideration and input. Each Participating Municipality will be given five (5) business days to review and provide comments to the Steward who has the responsibility to respond to the request. The Steward shall make the final decision about how to respond, after considering all input provided by the other Participating Municipalities.

13.2. Audits

Participating Municipalities may, at their own discretion and cost and during regular business hours, inspect and audit any accounts, documents and records of the SCA held by the Steward at their own cost.

13.3. Project Reporting

The Steering Committee shall, with such assistance from the Advisory Committee as the Steering Committee may reasonably require, provide all Participating Municipalities with annual reports

and/or project reports, or both, indicating Program results, achievements, and evidence of travel behaviour change, and including any other information reasonably requested by the Participating Municipalities. Annual and project reports shall exclude Personal Information.

14. LIABILITY AND INSURANCE

14.1. Insurance

Each Participating Municipality will, at its own expense, carry such insurance as it considers appropriate for the Program.

14.2. Several Obligations

Each Participating Municipality shall be responsible for its own obligations, costs and payments under this MOU and for its share of general obligations, costs and payments under this MOU. For greater certainty, the liability of each Participating Municipality is several, not joint and several.

15. ADDITIONAL PARTICIPANTS AND ABILITY TO WITHDRAW

15.1. Membership

Any municipality in Ontario may apply for membership in the Smart Commute Association in partnership with the Regions.

15.2. Single-Tier, Upper-Tier, or Lower-Tier Municipalities Joining the Program

If a single-tier, an upper-tier, or a lower-tier municipality wishes to join the SCA in the future, and the Steering Committee agrees that this would be appropriate, that municipality (“**Joining Municipality**”) must subscribe in accordance with [Section 15.5](#) (Method of Subscription).

15.3. Additional Requirements for Lower-Tier Municipalities Joining the Program

- (a) If a lower-tier or multiple lower-tier municipalities from the same geographical area want to join the SCA and their upper-tier municipality is not a Participating Municipality, then prior to subscribing under [Section 15.5](#) (Method of Subscription), those interested lower-tier municipalities shall execute an agreement between them setting out their respective roles and responsibilities as they relate to the SCA, including who will represent them on the Steering Committee, prior to being able to join the SCA as a Participating Municipality. Each regional geographical area in Ontario shall only have one representative on the Steering Committee no matter how many lower-tier municipalities are participating in the Program.
- (b) If a lower-tier municipality wishes to join the SCA and the upper-tier municipality from the same regional geographical area is a Participating Municipality, that lower-tier shall make suitable arrangements with the upper-tier Participating Municipality with respect to its participation in the Program.

15.4. Agreement by Subscription

Each Participating Municipality agrees that this MOU is not only an agreement between it and each other Participating Municipality as at the Effective Date but is also an offer to each future Joining Municipality who subscribes to be bound in accordance with the terms of this MOU. This MOU shall be a continuing agreement binding each Participating Municipality to its terms on and after the date of that Participating Municipality’s original execution or subsequent subscription, as the case may be.

15.5. Method of Subscription

To subscribe to this MOU after the Effective Date, a Joining Municipality shall deliver to the Steward one (1) executed counterpart execution page showing the Joining Municipality’s address for service, in the form set out in [Schedule 12](#) (Counterpart Execution Page for Subscription). The executed counterpart execution page must be delivered to the Steward in accordance with [Section 17.2](#) (Notices). Upon the date of deemed delivery of the executed counterpart execution page to the Steward in accordance with [Section 17.2](#) (Notices), the Joining Municipality shall be deemed to be a Participating Municipality and a party to this MOU to the same extent as if it had been an original signatory to this MOU. The Steward will provide copies of executed counterpart execution pages to all Participating Municipalities together with an updated [Schedule 11](#) (Participating Municipalities’ Addresses and Contact Information).

15.6. Ability to Withdraw

Each Participating Municipality agrees that it is making a commitment to the Program and to the other Participating Municipalities to participate in the Program. However, if a Participating Municipality no longer wants to participate in the Program for the next calendar year, it may withdraw effective as of the last day of a calendar year, provided it has given the other Participating Municipalities not less than three months’ prior written notice of its intention to withdraw.

16. PRIVACY AND CONFIDENTIALITY

16.1. The Participating Municipalities acknowledge that they are each subject to the *Municipal Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”).

16.2. Each Participating Municipality further acknowledges that through their procurement of the Integrated Mobility Tool, each of them will have access to the information, including Personal Information, of those users of the Integrated Mobility Tool that have identified a primary “end

destination” as being within their Region. The Parties agree that Personal Information collected by each Participating Municipality may only be shared in aggregate form, or published by the SCA as aggregate program data. The Participating Municipalities agree that Personal Information collected under the Smart Commute Program includes that information identified under [Schedule 10](#).

16.3. The Participating Municipalities agree to protect the Personal Information in accordance with their obligations under MFIPPA.

16.4. Where a Participating Municipality receives a Freedom of Information (“FOI”) request with respect to any Personal Information obtained as part of the Program, and where that

Participating Municipality intends to disclose Personal Information, the Participating Municipality agrees to bring the issue to the Steering Committee members for consideration and input. Each Participating Municipality will be given five (5) business days to review and provide comments to the Participating Municipality who has the responsibility to respond to the request.

16.5. The Participating Municipality that has the obligation to respond to the FOI request shall make the final decision about how to respond, after considering all input provided by the other Participating Municipalities.

17. GENERAL

17.1. Different Governance Structure

The Parties may decide that in the long term it would be appropriate to establish a corporation, municipal service board or other governance structure to carry on the Program. In that case, the Parties agree to work together to obtain any regulation or other legal authority that may be required to establish a different governance structure and to establish and organize that structure.

17.2. Notices

Any demand or notice made or given under this MOU shall be given in writing by email or mail to the Party or Parties, at the address set out in [Schedule 11](#), or at such other addresses as the Parties may designate from time to time in writing. The demand or notice, if mailed, will be deemed to have been received on the third full business day after the day of mailing in the absence of any strike or other interruption in postal service. For the purposes of this MOU, “business day” means Monday to Friday, 8:30 am to 4:30 pm local time in the GTHA, excluding statutory holidays in the Province of Ontario.

17.3. Interpretation

- (a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.
- (b) This MOU sets out the entire agreement and understanding between the Parties concerning the subject matter of this MOU.

17.4. Binding MOU

This MOU is binding on the Parties.

17.5. Applicable Laws

Each Participating Municipality shall comply with all applicable laws in carrying out their activities relating to the Program.

17.6. Term

The term of this MOU commences on the Effective Date and ends on December 31, 2025, subject to extension or earlier termination by further written agreement of the Participating Municipalities, with the option of making amendments on an annual basis through a written addendum.

17.7. No Agency

Nothing in this MOU is to be construed as authorizing any one of the Participating Municipalities, nor the Steering Committee, to contract for or incur any obligation on behalf of or to act as agent for one or more of the other Participating Municipalities.

17.8. Conflict of Interest

The Program shall not grant preferential treatment in aid of any manufacturing business or other industrial or commercial enterprise. Any potential or perceived conflict of interest shall be declared by the SCA and any of the representatives of the Participating Municipalities.

17.9. Survival

The liabilities of a Party under this MOU that accrued on or before the date of withdrawal, termination, or expiration shall survive that date, and shall continue in full force and effect for the benefit of each of the other Parties.

17.10. Further Assurances

The Participating Municipalities agree to execute and deliver such further documents and assurances or do such other things as reasonably may be required from time to time by one or more of the Participating Municipalities to give effect to this MOU. The Participating Municipalities agree to work together in a spirit of co-operation to make the Program work.

17.11. Amendments

Any changes to the MOU shall be by written amendment signed by the Parties. No changes shall be effective in absence of such an amendment.

17.12. Force Majeure

None of the Parties will be held responsible for any damage caused by delay or failure to perform its obligations under the MOU where such delay or failure is a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes, and generally as a result of any event that is beyond the reasonable control of a Party.

17.13. Governing Law

This Agreement shall be governed by the applicable laws of the Province of Ontario and the laws of Canada.

17.14. Counterparts & Electronic Signature

This MOU may be executed and delivered in counterparts and may be executed by electronic signature, including with an electronic signature that a person creates or adopts in order to sign the Agreement and that is in, attached to or associated with the Agreement. Such electronic signature shall be deemed to be an original signature for the purpose of this MOU with the same legal effect as an original signature.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by officers duly authorized on their behalf.

REGIONAL MUNICIPALITY OF DURHAM

By: DocuSigned by:
Brian Bridgeman
01F0C11653271288

Name: Brian Bridgeman

Title: Commissioner, Planning and Economic Development

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF YORK

By: DocuSigned by:
Paul Jankowski
07E2F33A3B4748A Authorized by Bylaw No. 2018-50

Name: Paul Jankowski

Title: Commissioner, Transportation Services I/We have authority to bind the corporation

CITY OF TORONTO

By: DocuSigned by:
Jim Baxter
13FC978064254F8 Name: Jim Baxter

Title: Director, Environment & Energy Division I have authority to bind the corporation

Approved as to form and content

Solicitor

APPROVED AS TO FORM

..... For
Wendy Walberg
City Solicitor
File # 3000-303-8588-2019

Authorized by Infrastructure and Environment Committee Item IE11.16 as adopted by City of Toronto Council on January 29, 2020.

CITY OF HAMILTON

By: DocuSigned by:
Jason Thorne
7474888544345E

Name: Jason Thorne

Title: General Manager, Planning and Economic Development

I have authority to bind the corporation

Approval Authority granted by Hamilton City Council on July 12, 2019, Public Works Committee Report 19-010, dated July 10, 2019, Item 8, Smart Commute Workplace Mobility Program Transition (PED19124)(City Wide)(Item 10.6)

Approved as to content AD
BT
Brian Hollingworth

Approved as to content DS
PT
Peter Topalovic

Approved as to form DS
SA
Stacey Applebee, Legal Services

SCHEDULE 1

DESCRIPTION OF THE SMART COMMUTE PROGRAM

General Description of the Program

- 1.1. The Program involves the support of the Participating Municipalities, who work, directly or with third party contractors known as Service Delivery Agents, with municipal partners, employers, and post-secondary institutions in their respective geographic areas to improve commuting options for the public, employees or students, as well as transit users, as applicable. The Participating Municipalities provide Program support for on-going services, funding and programming resources. The Smart Commute Program is a joint undertaking by the Participating Municipalities to manage the demand for automobile trips in the GTHA in an effort to alleviate the growing problems of traffic congestion, GHG, and deteriorating air quality that result from increased automobile traffic. The Program involves the Smart Commute Association (SCA) and a network of Service Delivery Agents.

Main Objectives of the Program

- 1.2 The main objectives of the Program are to:
 - (a) Increase the average vehicle occupancy rate;
 - (b) Promote greater use of sustainable travel modes, including walking, cycling, public transit and ridesharing trips;
 - (c) Encourage off-peak travel to reduce congestion; and
 - (d) Reduce average trip frequencies and distances, and eliminate some trips altogether in order to:
 - (i) reduce GHG and other emissions;
 - (ii) reduce the severity and duration of traffic congestion;
 - (iii) enhance accessibility and mobility options; and
 - (iv) improve physical activity and public health outcomes
 - (e) Expand the reach of TDM programming aligned with goals and objectives of Participating Municipalities, including but not limited to:
 - (i) school travel planning;
 - (ii) community-based TDM;
 - (iii) station access and transit integration;
 - (iv) construction mitigation; and

- (v) development applications.
- (f) Identify evaluation criteria and measurements to gauge program effectiveness.

Benefits of the Program

- 1.3 The Program helps workplaces, communities and schools explore and try out smart travel options such as walking, cycling, transit, carpooling and teleworking through:
 - (a) Raising awareness of available commuting options through events and campaigns;
 - (b) Providing tools to facilitate behaviour change; and
 - (c) Providing guidance on programs and services that may be undertaken to support alternatives to the use of single occupancy vehicles, including:
 - (i) Carpools/Vanpools/Shuttle services;
 - (ii) Public Transit;
 - (iii) Active Transportation;
 - (iv) Telework and flexible work arrangements;
 - (v) Measures to collect travel data to assess program effectiveness; and
 - (vi) Tracking of GHG emissions and related climate change measures.

Program Elements

- 1.4 The Program may include, without limitation, any combination of the following elements:
 - Measures to raise awareness of sustainable commuter options
 - Measures to support commuter carpooling
 - Measures to support carpooling for business purposes
 - Measures to support commuter vanpooling
 - Measures to support telework
 - Measures to support the use of alternative work arrangements including flexible time and compressed work weeks
 - Measures to support commuter cycling
 - Measures to support cycling for business purposes
 - Measures to support walking for business purposes
 - Measures to support the use of GTHA public transit services
 - Measures to support travel behaviour change
 - Provision of commuter shuttles linking workplace destinations with GTHA public transit services or other destinations
 - Administration of Emergency Ride Home program

- Assistance with management of parking facilities
- Measures to provide commuter travel intelligence and provide evidence of program effectiveness
- Measures to reduce the impact of travel such as alternative fuel vehicles and eco-driving

Services Offered Under the Program

1.5 As part of the Program, Participating Municipalities provide the following services:

- (a) Smart Commute Management Platform:
 - (i) Commuter and program information website
 - (ii) Integrated Mobility Tool
 - (iii) Client / Champion communication tools (e.g. email)
 - (iv) Service Delivery Agent Dropbox / Intranet
 - (v) Emergency Ride Home administration
 - (vi) Online Trip Diary/Calendar
 - (vii) Dedicated program email addresses when pre-approved

Special Events and Campaigns

1.6 Special events, theme weeks, and campaigns offered through the Program may include, subject to the determination of the Steering Committee and without limitation:

- (a) Carpool Week (February)
- (b) Bike to Work Day (May) and Bike Month (June)
- (c) Smart Commute Month (September/October)
- (d) Smart Commute Awards (November)
- (e) Commuter Challenge

SCHEDULE 2

DESCRIPTION OF TRANSPORTATION DEMAND MANAGEMENT

TDM is a potentially valuable tool in addressing both travel requirements associated with population and employment growth in the GTHA, and specific objectives such as improving air quality.

Components of TDM

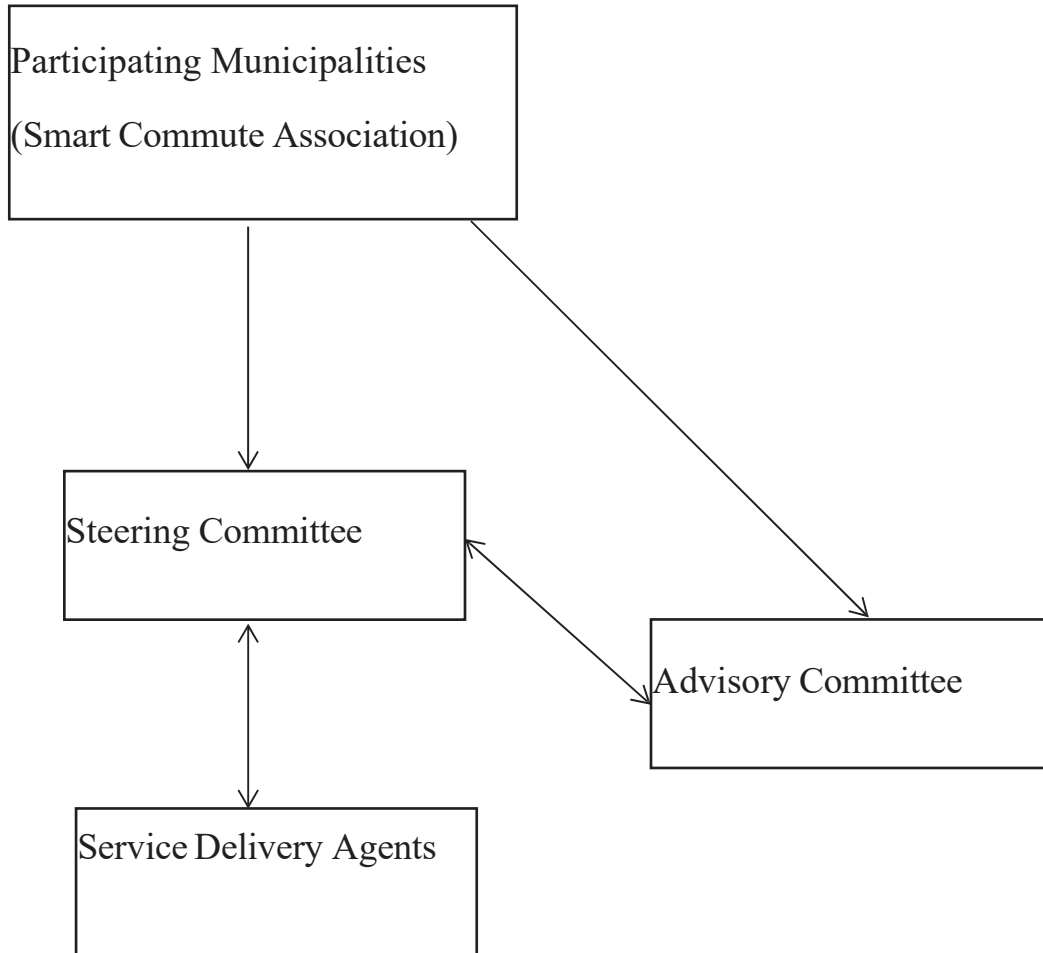
- (a) The core components include carpooling, employer vanpools, ridesharing, shuttles, transit use, cycling, walking and telecommuting.
- (b) The support components may include:
 - (i) Regional and city marketing and education campaigns to encourage development and implementation of innovative strategies to maximize efficient use of transportation systems, and participation in TDM programs;
 - (ii) Car sharing;
 - (iii) Emergency ride home programs;
 - (iv) Incentives;
 - (v) Subsidies;
 - (vi) Parking management;
 - (vii) An integrated mobility tool; and
 - (viii) Being mindful of the need to manage the demand on transportation systems when planning new development or redevelopment.

Multi-Level Involvement

- (a) To be effective, TDM must involve regional and local governments, educational institutions, businesses, business organizations and others, and must include a variety of TDM strategies delivered at varying scales. The goal is to develop and deliver a coordinated upper and lower-tier TDM program.
- (b) The Program contemplates, but is not limited to, an integrated two-tier organizational structure and an integrated two-tier approach to service delivery. The SCA is the upper tier; Service Delivery Agents are the lower tier.

SCHEDULE 3

DIAGRAM OF GOVERNANCE STRUCTURE



SCHEDULE 4

THE ROLE OF THE STEERING COMMITTEE

General Responsibilities

The Steering Committee of the SCA shall act as the central co-ordinating body to oversee the development and implementation of TDM programs and services in the GTHA. It will be responsible for regional marketing and educational campaigns and providing support for the delivery of these TDM measures at the upper and lower-tier levels. The Steering Committee will share the workload of creating and making available tools, resources and campaigns for all of the Participating Municipalities. These activities might include:

- (a) Centralizing service development, and ensuring coordination throughout the GTHA;
- (b) Helping to facilitate the forging of partnerships between public and private organizations at regional and local levels;
- (c) Arranging for or co-ordinating web-based application for the delivery of multimodal ride-matching programs, guaranteed ride-home programs and similar programs throughout the GTHA;
- (d) Undertaking or co-ordinating marketing and promotional activities such as creating a common branding for services, program tools, and developing incentive programs;
- (e) Holding or arranging for educational activities such as GTHA-wide forums and workshops, and commuter clinics for employers, planners, developers and residents;
- (f) Conducting research into TDM best practices and developing program modules;
- (g) Implementing a tracking and evaluation component at both the upper and lower-tier levels to measure and assess the effectiveness of TDM at both the upper and lower-tier levels including mode share, behaviour change, and GHG emission reductions; and
- (h) Enhancing the knowledge base of TDM measures in Canada, and working to constantly improve TDM in the GTHA.

Specific Responsibilities

Without limiting the generality of the foregoing activities, the Steering Committee's responsibilities shall include the following:

- (a) In conjunction with representatives of Service Delivery Agents, approach or designate individual members or others to approach major employers, educational institutions and others to seek participation in the Program;
- (b) Review and approve a proposed business plan for each year, subject to any approvals that may be required from the Participating Municipalities;

- (c) Provide expertise and broad direction on Smart Commute programming, and provide in-kind support as determined by the Participating Municipality for the formations of TMAs;
- (d) Appoint individuals to serve on the Advisory Committee; the procedure for selecting individuals to serve on the Advisory Committee is described in [Schedule 6](#);
- (e) Coordinate the efforts of the Participating Municipalities in organizing communication events involving all Participating Municipalities;
- (f) Exchange knowledge and agreed-upon aggregated and anonymous data with other Participating Municipalities;
- (g) Carry out any other duties, powers and functions that are specified as Steering Committee duties elsewhere in this MOU;
- (h) Coordinate staffing for joint activities; and
- (i) establish procedures for its meetings and meetings of its subcommittees, if any.

Right to Make Changes

The Steering Committee reserves the right to make changes to the Smart Commute Program as deemed necessary, subject to the approval of each Participating Municipality as applicable.

SCHEDULE 5

THE PROCEDURES OF THE STEERING COMMITTEE

Membership

The Steering Committee will be made up of senior staff from the Participating Municipalities. Each Participating Municipality shall appoint one senior staff person as its member on the Steering Committee, and one alternate staff person who may attend when the appointed senior staff person is unavailable. Each Participating Municipality may change its member or alternate on written notice to the other municipalities. Steering Committee members shall elect a chair and vice-chair of the Steering Committee on an annual basis.

Making Decisions

- (a) Generally, decisions of the Steering Committee will be made by consensus. However, if there are situations where a formal vote is required to reach a resolution, the following rules will apply:
 - (i) Two thirds (2/3) of the Steering Committee must be represented for a formal vote to take place;
 - (ii) The total number of votes cast is determined by the number of Steering Committee members. Each member will be entitled to one vote each;
 - (iii) In the event of a tied vote, the chair of the Steering Committee, or the vice-chair if the chair is absent, shall cast an additional vote.
 - (iv) A majority of votes in favour will be required, with the exception of votes relating to [Section 10](#) (Recipient of Funding), and [Section 9.8](#) (Future Program Assets) in which case a unanimous vote will be required.

Attendance at Meetings

- (a) Each Participating Municipality shall use reasonable efforts to see that its member attends, either in person or remotely, all Steering Committee meetings, but where attendance by a member is not possible, the designated alternate from that municipality may attend the meeting and participate in discussions and in the making of decisions.
- (b) A member is entitled, where they think it is appropriate, to bring other staff from their municipality to provide information to the Steering Committee, or to listen to the discussions, but the other staff will not be permitted to participate in the making of decisions.

SCHEDULE 6

THE ROLE AND PROCEDURES OF THE ADVISORY COMMITTEE

Role

The role of the Advisory Committee is to provide a broad range of expertise and guidance to the Steering Committee and the Participating Municipalities, and includes:

- (a) consulting with Steering Committee members, regional and municipal staff working on the Program, and others on various issues regarding the Program;
- (b) providing general feedback, information and input to the Steering Committee;
- (c) assisting with employer recruitment, transit service initiatives, and program module development, annual campaigns and shared programs; and
- (d) making recommendations regarding projects and programs for consideration by Steering Committee.

Membership

The Advisory Committee will be composed of persons drawn from the following categories:

- (a) the chairs of the boards of each of the TMAs;
- (b) Program Administrators/Service Delivery Agents from the Participating Municipalities;
- (c) representatives of organizations that are key stakeholders in sustainable transportation, such as:
 - (i) transit authorities or agencies of the Participating Municipalities, non-governmental organizations; and
 - (ii) employers participating in the Program.

The Steering Committee shall determine the appropriate method for recruiting and selecting Advisory Committee members. This might include advertising, inviting key stakeholders to recommend members, or extending invitations to experienced and interested individuals. The Steering Committee will select the members, make the appointments, and set the durations of the appointments. The Steering Committee may cancel or revoke the appointment of an Advisory Committee member at any time by delivering written notice of cancellation or revocation to the subject member and the cancellation or revocation will take effect on the date stated in the written notice.

Meeting Procedures

The Steering Committee shall establish rules and procedures for the Advisory Committee meetings and the Advisory Committee shall be bound by and comply with those rules and procedures. The Advisory Committee shall establish or co-ordinate the establishment of rules and procedures for meetings of any subcommittees the Advisory Committee may establish.

Not Acting on Behalf of Municipalities

Neither the Advisory Committee nor any of its members has authority to act on behalf of or bind the SCA or any of the Participating Municipalities. Neither the Advisory Committee nor any of its members shall hold itself out as acting on behalf of or having authority to bind the SCA or any of the Participating Municipalities.

SCHEDULE 7

THE ROLE OF SERVICE DELIVERY AGENTS

General

Service Delivery Agents may include, without limitation, consultants, TMAs, and municipal staff. Service Delivery Agents are expected to promote transportation choices and offer TDM services to the Participating Municipality that has engaged them.

Roles of Service Delivery Agents

Below is a non-exhaustive list of the anticipated responsibilities of Service Delivery Agents:

- (a) Developing and/or co-ordinating local initiatives;
- (b) Delivering and promoting branding and customer service at local or neighbourhood levels;
- (c) Doing private sector outreach, including site audits and workplace surveys;
- (d) Performing an educational function, which might include conducting local events in support of a GTHA wide menu of commuter options;
- (e) Delivering incentive programs within member businesses;
- (f) Developing parking management strategies;
- (g) Liaising with staff of the SCA;
- (h) Advocating for area service needs;
- (i) Communicating with local municipalities on transportation needs and TDM strategies;
- (j) Co-ordinating the sharing of information and ideas among local employers, property managers, commuters and others within their areas;
- (k) Sharing information with government agencies about transportation needs and concerns; and
- (l) Providing feedback on the effectiveness of measures implemented.

Funding of Service Delivery Agents

- (a) Participating Municipalities are responsible for funding or managing their own Service Delivery Agents.
- (b) The legal structure of Service Delivery Agents, where applicable, will vary (for example, some may be corporations and some may be informal associations).

SCHEDULE 8
PROGRAM ASSETS

The Program Assets include, but may not be limited to, the following:

- (a) Smartcommute.ca domain name and hosting account logins and passwords;
- (b) All Smartcommute.ca email addresses hosted by Google;
- (c) Smart Commute Resource Hub contents;
- (d) Smart Commute logo;
- (e) Smart Commute Resource Documents and “How To’s”;
- (f) Custom Project Template Forms;
- (g) All graphics, posters, campaigns, fonts, logos and materials relating to all Smart Commute events (e.g. Carpool Week, Bike to Work Day, Smart Commute month);
- (h) Smart Commute Awards certificate, logos, scoring sheets and other applicable resources;
- (i) Workplace Designation program, scoresheets, evaluation forms, certificates and other applicable resources;
- (j) Year end Program reporting documents and spreadsheets;
- (k) Program Surveys – Baseline Survey, Site Assessment, Annual check-in survey; including the survey data collected;
- (l) All promotional photographs of Smart Commute activities (digital copies); and,
- (m) Contact information of Integrated Mobility Tool users who signed up through a participating Smart Commute Program employer, as originally provided by Metrolinx.

SCHEDULE 9

KEY FEATURES OF THE INTEGRATED MOBILITY TOOL

The following is a non-exhaustive list of the key features that the integrated mobility tool used by each Participating Municipality should include:

- Ride planning and matching tool
- Single trip-matching for carpooling, walking, cycling and transit
- Commute tracking, including cycling, walking and transit
- Event-based matching
- Desktop, mobile web, iOS and Android apps
- Email network authentication
- Online web portal site
- Software maintenance and upgrades
- Incentives and Rewards
- Display of Routes and Points of Interest
- Carpool Parking Management
- Emergency Ride Home
- Events and Challenges administration
- Ability to track CO2 emissions and km(distance) travelled

SCHEDULE 10

PERSONAL INFORMATION

The following information types are personal information:

- a) Name;
- b) Email address;
- c) Home address;
- d) Telephone number; and
- e) Such other information as the Participating Municipalities may agree upon from time to time.

SCHEDULE 11

PARTICIPATING MUNICIPALITIES' ADDRESSES AND CONTACT INFORMATION

REGIONAL MUNICIPALITY OF DURHAM

The Regional Municipality of Durham
c/o Transportation Planning
605 Rossland Road East
Whitby, Ontario
L1N 6A3
905-668-7711

CITY OF TORONTO

City of Toronto
c/o Environment & Energy Division
Metro Hall, 2nd Floor
55 John Street
Toronto, Ontario
M5V 3C6
416-397-5746

TOWN OF OAKVILLE

Town of Oakville
c/o Transportation Planning
1225 Trafalgar Road
Oakville, Ontario
L6H 0H3
905-845-6601 ext. 3304

THE REGIONAL MUNICIPALITY OF YORK

The Regional Municipality of York
c/o Transportation Services
17250 Yonge Street
Newmarket, Ontario
L3Y 6Z1
1-877-464-9675

CITY OF HAMILTON

City of Hamilton
c/o Transportation Planning & Parking
900 – 100 King Street West
Hamilton Ontario
L8P 1A2
905-546-2424

THE CITY OF GREATER SUDBURY

The City of Greater Sudbury
c/o Transportation & Innovation Support,
ICP
200 Brady Street
Sudbury, Ontario
P3A 4P1
705-671-2489

SCHEDULE 12

COUNTERPART EXECUTION PAGE FOR SUBSCRIPTION

Re: Smart Commute Program Memorandum of Understanding (the “MOU”)

Pursuant to [Section 15.5](#) (Method of Subscription) of the MOU, by executing and delivering this counterpart execution page to the Steward, the undersigned Joining Municipality acknowledges and agrees that it will be a Party to and bound by the MOU as a Participating Municipality effective from and after the deemed date of delivery of this counterpart execution page to the Steward under the MOU.

In addition, if the undersigned Joining Municipality is a lower-tier municipality, it hereby affirms that it has met the requirements of [Section 15.3](#) (Additional Requirements for Lower-Tier Municipalities Joining the Program) of the MOU.

Municipality’s Address for Service

Attn: _____ Email: __ Tel: __

Date of Execution: _____

Name of Municipality: _____ By:

Name:

Title:

And By: _____

Name:

Title:

I/We have authority to bind the corporation