

# Agenda Including Addeds

## Integrated Transportation Community Advisory Committee

The 11th Meeting of the Integrated Transportation Community Advisory Committee

October 18, 2023, 3:00 PM

Committee Room #5

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.

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [advisorycommittee@london.ca](mailto:advisorycommittee@london.ca).

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| <b>1. Call to Order</b>  |       |
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| 2.1 Item not to be heard before 3:00 PM – K.Preston, Dillon Consulting and A. Denomme, Transportation Design Engineer –Dundas Street Streetscape Master Plan | 2     |
| <b>3. Consent</b>  |       |
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| <b>7. Adjournment</b>  |       |



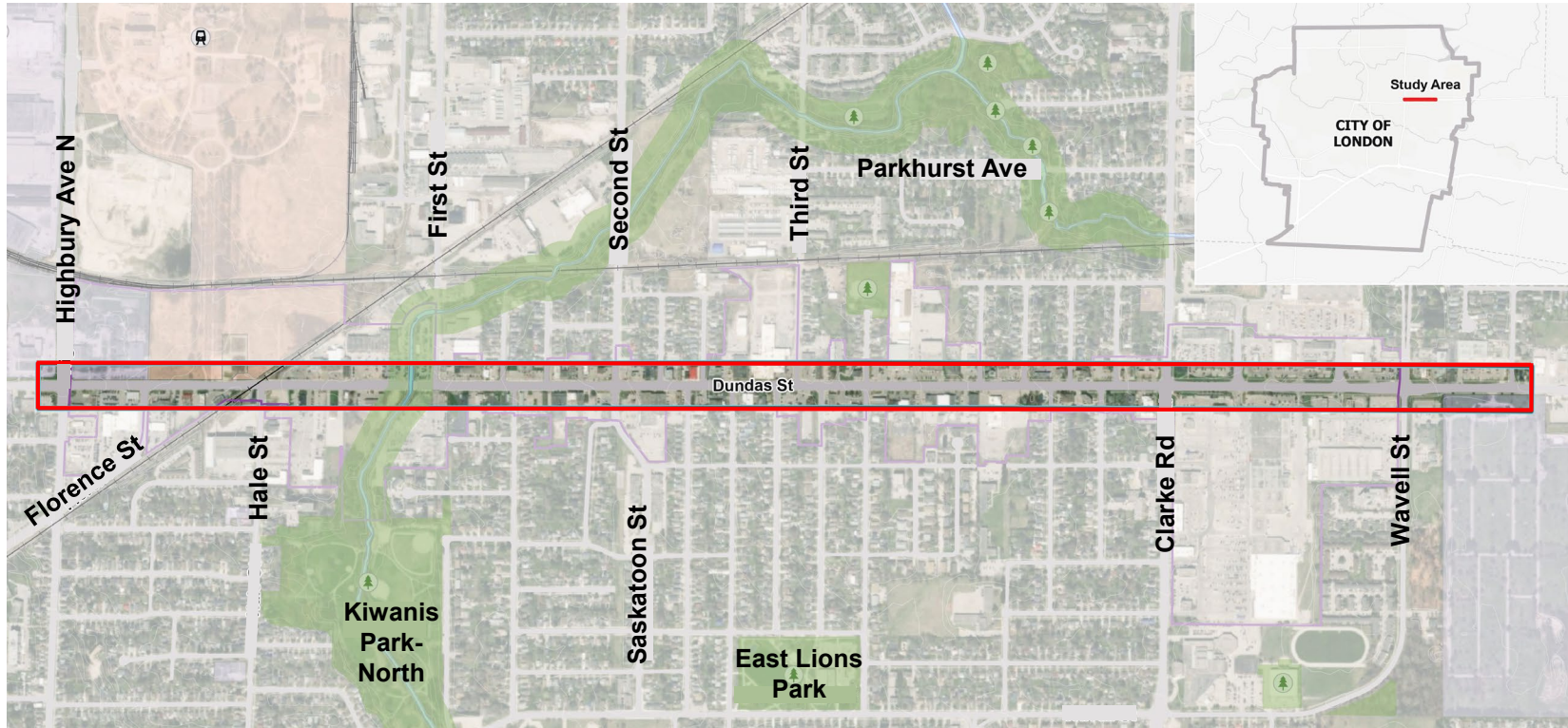
# Dundas Street - Argyle Streetscape Master Plan



OCTOBER 18, 2023

Integrated Transportation & Community Advisory Committee Meeting

# Study Area





# Project Team



**London**  
CANADA

**Andrew Denomme** - Program Manager  
**Steven Funk** - Project Manager



**Kate Preston** - Landscape Architect / Project Manager  
**Martina Braunstein** – Urban Design Lead

**Sabrina Wong & Laura Swyers** – Public Engagement  
**Tim Kooistra** – Transportation Planning  
**Mike Pletch** – Roads & Active Transportation

**Public Input and  
Agency Liaison**

**General Public**  
**Argyle Business Improvement Association**  
**Accessibility Community Advisory Committee**  
**Integrated Transportation Community Advisory Committee**  
**Civic Works Committee**  
**Argyle Community Association**  
**London Transit Commission**  
**Upper Thames River Conservation Authority**  
**Indigenous Communities** 4

# Introduction

Revitalization of the Argyle district by creating a walkable streetscape corridor that:

- ✓ Supports The London Plan vision as an Urban Corridor Place Type;
- ✓ Supports a strong retail environment;
- ✓ Is more attractive, safe and accessible to pedestrians, cyclists and transit users;
- ✓ Maintains access to the downtown core and other citywide destinations.

# Introduction

## The Streetscape Master Plan will:

- ✓ Support the Vision & Objectives set out in the Community Improvement Plan;
- ✓ Include enhancements that acknowledge the Argyle Business Improvement Areas unique identity;
- ✓ Identify Streetscape design placemaking opportunities;
- ✓ Improve the pedestrian realm providing opportunities for comfort and connectivity;

# Introduction

## The Streetscape Master Plan will:

- ✓ Identify potential modes of connectivity to adjacent communities and parkland;
- ✓ A design approach that incorporates Universal Design Principles and consideration for Crime Prevention through Environmental Design.
- ✓ Consideration of City of London plans, policies, standards, infrastructure initiatives, and guideline documents.

# Project Scope of Work

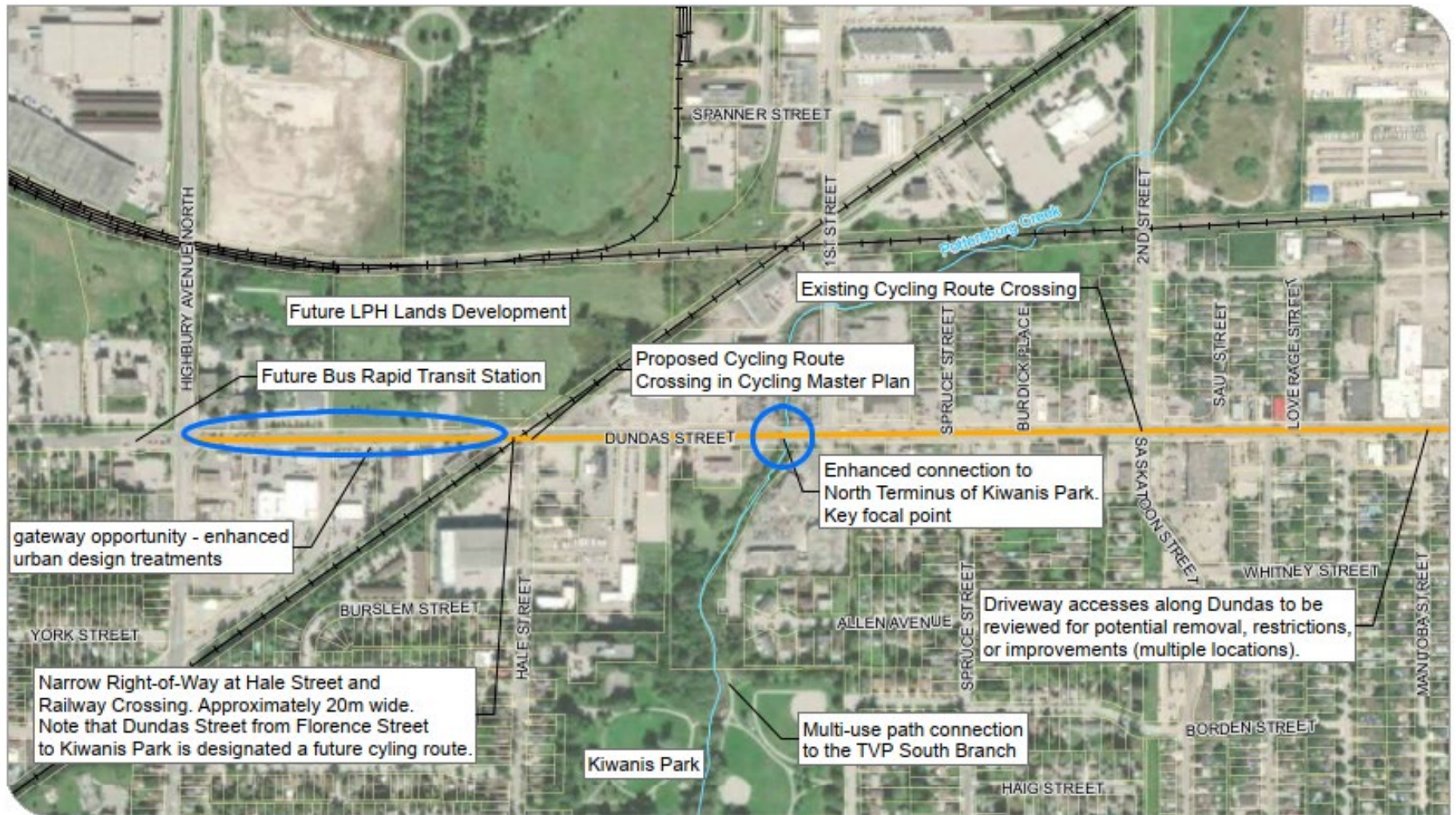




## PHASE 1





### **Background Review and Documentation Gathering**

- Project Commencement
- Background Review / Data Collection and Data Collection Analysis
- Opportunities and Constraints Analysis
- Circulation Analysis
- Access Management
- Public Engagement #1



**CITY OF LONDON**  
**STREETScape MASTER PLAN**  
**FOR DUNDAS STREET -**  
**ARGYLE CORE AREA**

**OPPORTUNITIES AND**  
**CONSTRAINTS**  
**FIGURE 1-1**

-  Proposed Site Extents
-  Rail
-  Watercourse
-  Parcels



MAP DRAWING INFORMATION:  
 DATA PROVIDED BY MNR,  
 CITY OF LONDON

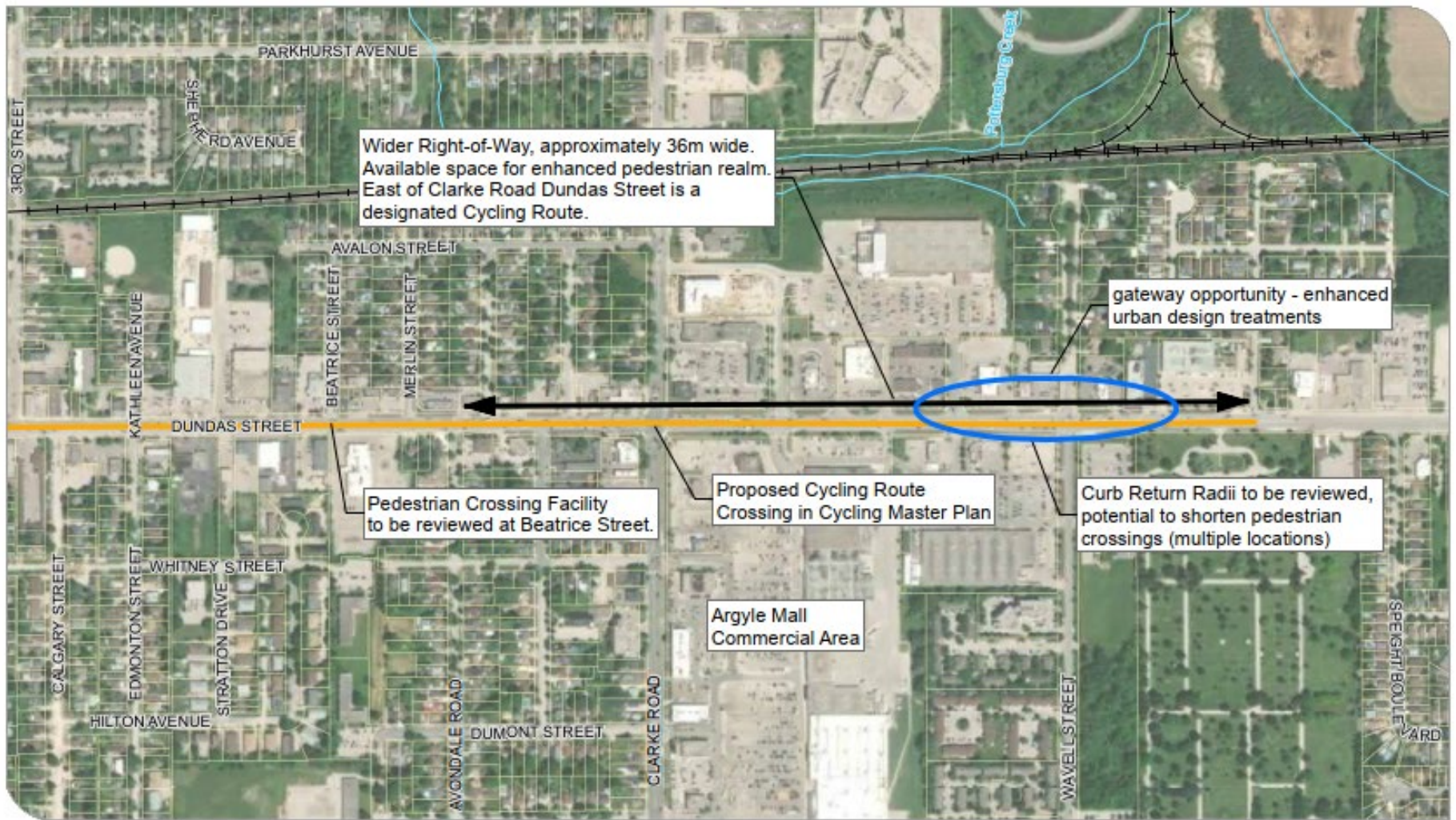


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MAP CREATED BY: 1018  
 MAP CHECKED BY: -MP  
 MAP PROJECTION: NAD 1983 CSRS UTM Zone 17N





PROJECT: MN-87C14  
 STATUS: DRAFT  
 DATE: 2023-05-30







**CITY OF LONDON**  
**STREETSCAPE MASTER PLAN**  
**FOR DUNDAS STREET -**  
**ARGYLE CORE AREA**

**OPPORTUNITIES AND**  
**CONSTRAINTS**  
**FIGURE 1-2**


-  Proposed Site Extents
-  Rail
-  Watercourse
-  Parcels



MAP DRAWING INFORMATION:  
 DATA PROVIDED BY MNR, CITY OF LONDON

MAP CREATED BY:  23B  
 MAP CHECKED BY:  11P  
 MAP PROJECTION: NAD 1983 CSRS UTM Zone 17N



SCALE 1:7,000  
  
 0 0.75 1.5 km

PROJECT: MN-87C14  
 STATUS: DRAFT  
 DATE: 2023-05-30



## PHASE 2

### **Preliminary Design**

- Development of Preliminary Streetscape and Urban Design Concept
- Draft Order of Magnitude Costing
- Public Engagement #2

# Project Scope of Work

## PHASE 3

### Final Design

- Draft Streetscape Master Plan & Urban Design Guidelines
- Final Order of Magnitude Costing
- Public Engagement #3
- Short and Long-Term Phasing Strategy
- Final Streetscape Master Plan, Urban Design Guidelines and Project Close-out

# Engagement Strategy



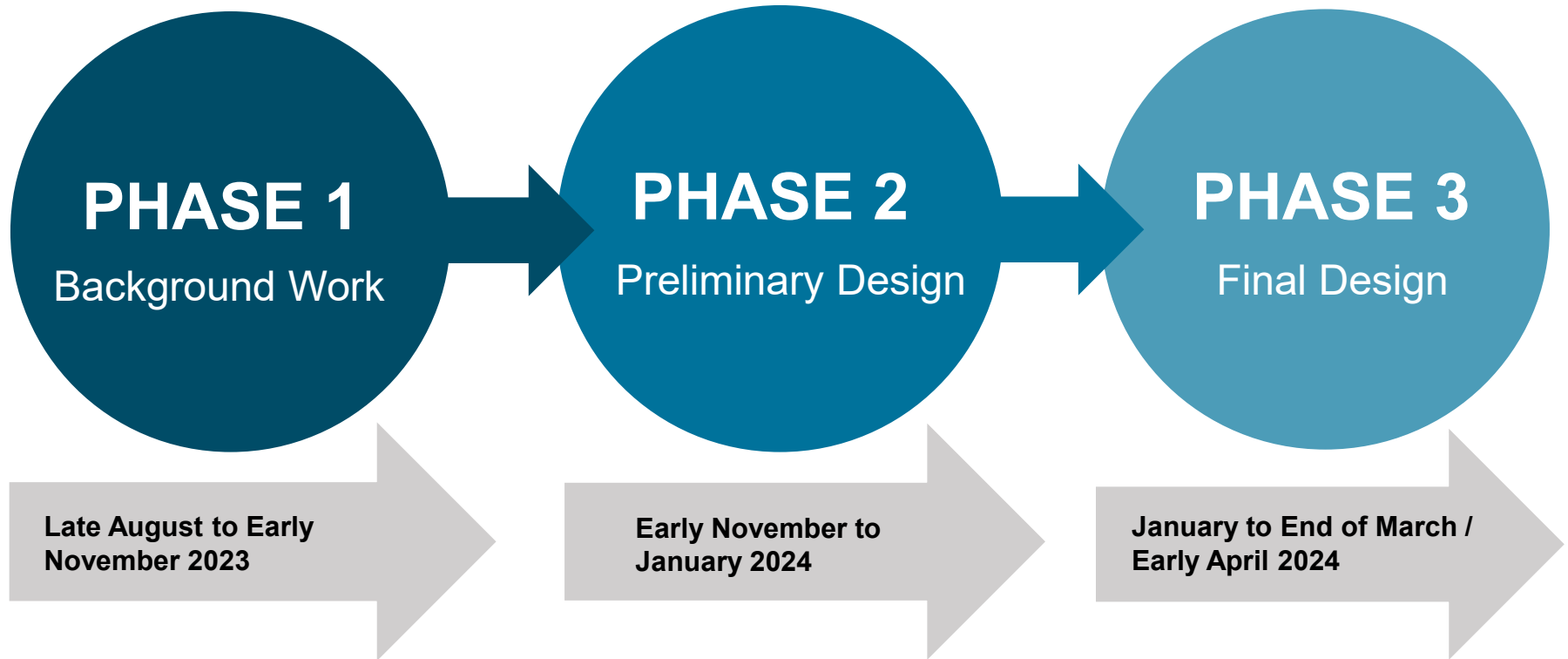
- Understand community and BIA needs to ensure the objectives are reflected in the Master Plan;
- Build awareness of the community benefits the master plan will bring;
- Ensure businesses and residents feel engaged and heard through the process;
- Build trust, garner buy-in and foster genuine relationships based on mutual respect and dialogue.

# Purpose of PIC #1



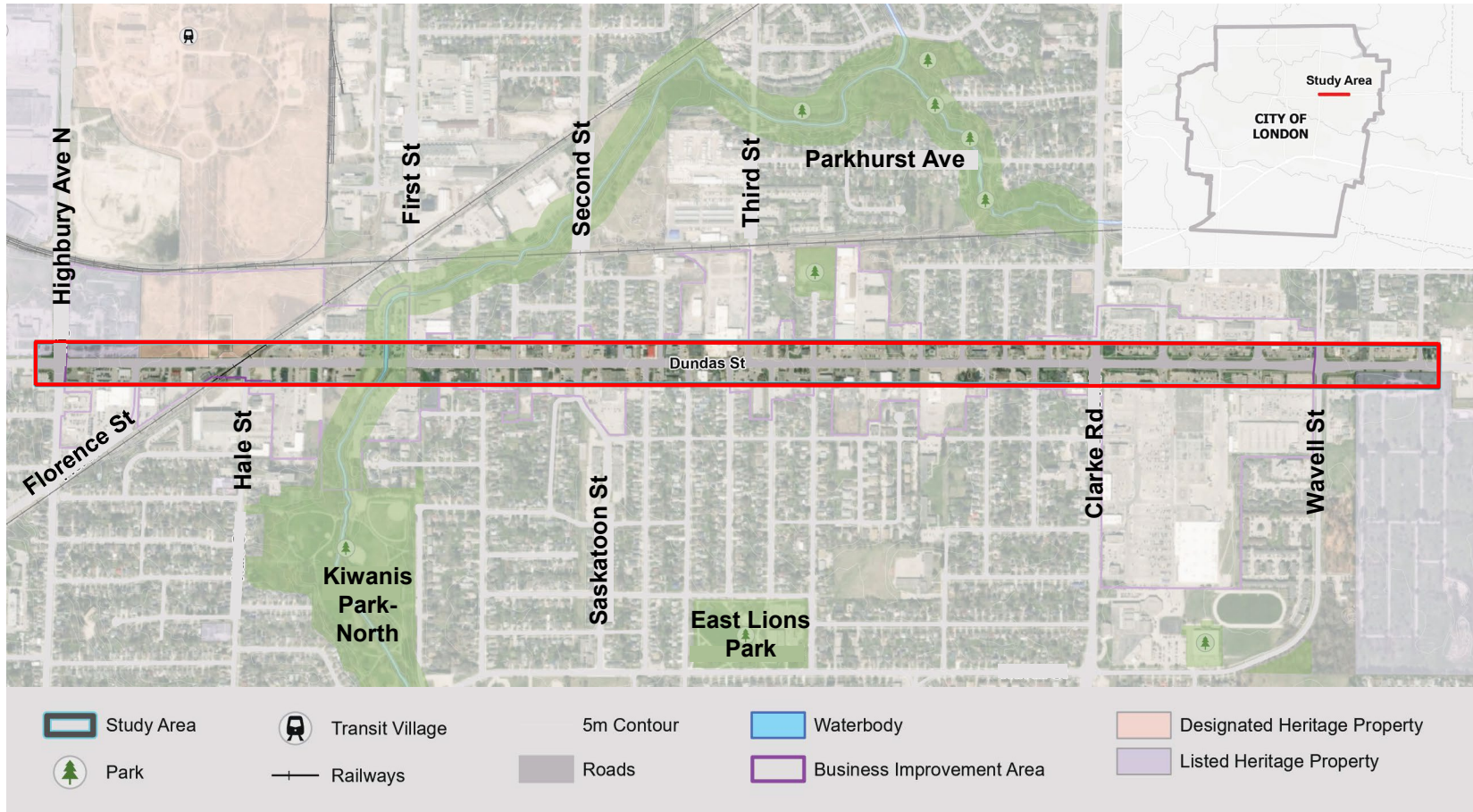
- Provide a presentation of the project's vision, goals, scope, opportunities, and constraints;
- Provide an opportunity for public feedback using surveys and comment maps;
- Information gathered will help inform the development of the preliminary streetscape design.

# Project Schedule





# Input / Considerations



Your input matters!

# Integrated Transportation Community Advisory Committee

## Report

The 10th Meeting of the Integrated Transportation Community Advisory Committee  
September 20, 2023

Attendance T. Khan (Chair), R. Buchal, E. Eady, D. Foster, A. Husain, A. Issa, T. Kerr, S. Leitch, V. Lubrano, D. Luthra, M. Malekzadeh, A. Pfeffer, E. Poirier, A. Santiago, J. Vareka and K. Mason (Committee Clerk)

ALSO PRESENT: J. Bos, G. Dales, S. Grady, D. Hall, D. MacRae, A. Miller

The meeting was called to order at 3:01 PM; it being noted that R. Buchal, E. Eady, D. Foster, A. Husain, S. Leitch, D. Luthra, M. Malekzadeh and A. Pfeffer were in remote attendance.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 Cycling Infrastructure Update

That it BE NOTED that the presentation, as appended to the Added Agenda, from D. Hall, Program Manager Active Transportation and A. Miller, Senior TDM Coordinator, with respect to the Cycling Infrastructure Update, was received.

#### 2.2 Boler Road Cycling Facilities

That it BE NOTED that the presentation, as appended to the Agenda, from J. Bos, Senior Technologist, with respect to the Boler Road Cycling Facilities, was received.

#### 2.3 Mobility Master Plan - Modeling and Mode Share Option Development

That it BE NOTED that the attached presentation, from J. Kemp and K. Maynard, Arcadis IBI Group, with respect to the Mobility Master Plan - Modeling and Mode Share Option Development, was received.

### 3. Consent

#### 3.1 9th Report of the Integrated Transportation Community Advisory Committee

That it BE NOTED that the 9th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on August 16, 2023, was received.

#### 3.2 Notice of Planning Application and Public Meeting - Official Plan and Zoning By-law Amendments - City-Wide Increasing the Number of Additional Residential Units to Permit Four Units as-of-right

That it BE NOTED that the Notice of Planning Application and Public Meeting, dated September 5, 2023, from B. Coveney, Planner I, related to the City-Wide Increasing the Number of Additional Residential Units to Permit Four Units as-of-right, was received.

**4. Sub-Committees and Working Groups**

4.1 Active Transportation and Vision Zero Sub-Committee Report

That, with respect to the Integrated Transportation Community Advisory Committee (ITCAC) Active Transportation and Vision Zero Sub-Committees, the Civic Administration BE REQUESTED to provide a presentation to the ITCAC on the following matters:

- a) the City of London's plan for enforcement of e-bikes, e-scooters, and e-cargo bikes by-law;
- b) information on the enforcement of the above-noted by-law including persons responsible for enforcing the by-law, penalties and timing; and,
- c) information on Personal Electric Vehicles (PEVs) including the City of London's plan for enforcement, penalties and timing.

**5. Items for Discussion**

None.

**6. Adjournment**

The meeting adjourned at 5:08



P.O. Box 5035  
300 Dufferin Avenue  
London, ON  
N6A 4L9

**London**  
CANADA

September 27, 2023

K. Paleczny  
General Manager, London Transit Commission

I hereby certify that the Municipal Council, at its meeting held on September 26, 2023, resolved:

That the following actions be taken with respect to the 9th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on August 16, 2023:

- a) the ~~attached~~ presentation, with respect to the Mobility Master Plan, BE RECEIVED by the Civic Works Committee for their consideration; and,
- b) the London Transit Commission BE REQUESTED to provide the following information to the Integrated Transportation Community Advisory Committee:
  - i) provision of transit services;
  - ii) current Service Plan (Conventional and Special);
  - iii) criteria of provision of transit services in new subdivisions;
  - iv) areas and subdivisions in London where no transit services are available;
  - v) zero emission bus fleet implementation and rollout plan;
  - vi) when Londoners may see the first group of zero emission buses on the roads; and,
  - vii) how many buses and which routes will be used in the pilot project; and,
- c) clauses 1.1, 3.1, 3.2, 3.3 and 3.4 BE APPROVED.

it being noted that the delegation request from R. Buchal with respect to this matter, was received. (4.1/13/CWC)

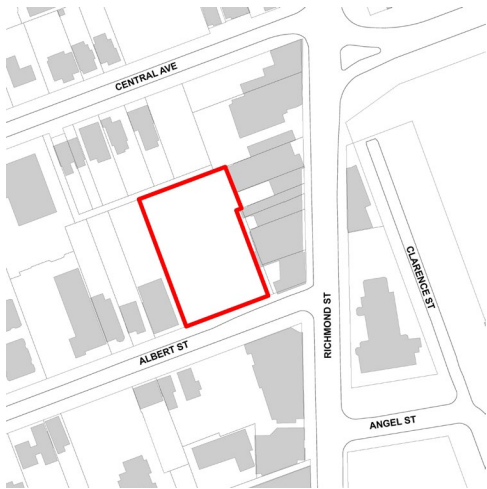
M. Schulthess  
City Clerk  
/jg

cc: K. Scherr, Deputy City Manager, Environment and Infrastructure  
Chair and Members, Integrated Transportation Community Advisory Committee

# NOTICE OF REVISED PLANNING APPLICATION

## Zoning By-Law Amendment

### 200 Albert Street



**File: Z-9561**

**Applicant: 200 Albert London Incorporated**

#### What is Proposed?

Zoning amendment to allow:

- A 16 storey (revised), 325-unit (revised) residential apartment building with 121 underground parking spaces (revised)

## LEARN MORE & PROVIDE INPUT

Please provide any comments by **October 3, 2023**

Nancy Pasato

[npasato@london.ca](mailto:npasato@london.ca)

519-661-CITY (2489) ext. 7156

Planning & Development, City of London

300 Dufferin Avenue, 6<sup>th</sup> Floor,

London ON PO Box 5035 N6A 4L9

File: Z-9561

[london.ca/planapps](https://london.ca/planapps)

You may also discuss any concerns you have with your Ward Councillor:

David Ferreira

[dferreira@london.ca](mailto:dferreira@london.ca)

519-661-CITY (2489) ext. 4013

**If you are a landlord, please post a copy of this notice where your tenants can see it.  
We want to make sure they have a chance to take part.**

# Application Details

## Requested Zoning By-law Amendment

To change the zoning from a Residential R10/Office Conversion/Temporary (R10-3\*H24/OC7/T-70) Zone to a Residential R10 Special Provision (R10-3(\_)) Zone. Changes to the currently permitted land uses and development regulations are summarized below.

The Zoning By-law is available at [london.ca](http://london.ca).

### Current Zoning

**Zone:** Residential R10/Office Conversion/Temporary (R10-3\*H24/OC7/T-70) Zone

**Permitted Uses:** R10-3 - apartment buildings, lodging house class 2, senior citizens apartment buildings, handicapped persons apartment buildings, continuum-of-care facilities; OC7 - business service establishments, dwelling units, medical/dental offices, offices, personal service establishments, restaurants, eat-in, studios, financial institutions; T-70 – a commercial surface parking lot is permitted for a temporary period not exceeding three (3) years from the date of the passing (extended May 25, 2021).

**Residential Density:** 250 units per hectare

**Height:** 24 metres (approx. 8 storeys)

### Requested Zoning

**Zone:** Residential R10 Special Provision (R10-3(\_)) Zone

**Permitted Uses:** apartment buildings, lodging house class 2, senior citizens apartment buildings, handicapped persons apartment buildings, continuum-of-care facilities

**Special Provision(s):** a minimum front yard setback of 3.0 metres, whereas 10.0 metres is required (REVISED); a minimum east and west interior side yard setback of 3.0 metres, whereas 17.4 metres is required (REVISED); a minimum rear yard setback of 8.0 metres, whereas 17.4 metres is required (REVISED); a maximum density of 926 units per hectare, whereas 250 units per hectare are permitted (REVISED).

**Residential Density:** 926 units per hectare REVISED

**Height:** 56 metres (16 storeys) REVISED

The City may also consider the use of holding provisions related to urban design and servicing, and additional special provisions related to setbacks, coverage, height, and parking.

## Planning Policies

Any change to the Zoning By-law must conform to the policies of the Official Plan, London's long-range planning document. The subject lands are in the Rapid Transit Corridor Place permitting a range of residential, retail, service, office, cultural, recreational, and institutional uses.

## How Can You Participate in the Planning Process?

You have received this Notice because someone has applied to change the zoning of land located within 120 metres of a property you own, or your landlord has posted the notice of application in your building. The City reviews and makes decisions on such planning applications in accordance with the requirements of the Planning Act. The ways you can participate in the City's planning review and decision-making process are summarized below.

### See More Information

You can review additional information and material about this application by:

- Contacting the City's Planner listed on the first page of this Notice; or
- Viewing the application-specific page at [london.ca/planapps](http://london.ca/planapps)
- Opportunities to view any file materials in-person by appointment can be arranged through the file Planner.

### Reply to this Notice of Application

We are inviting your comments on the requested changes at this time so that we can consider them as we review the application and prepare a report that will include Planning & Development staff's recommendation to the City's Planning and Environment Committee. Planning considerations usually include such matters as land use, development intensity, and form of development.

This request represents residential intensification as defined in the policies of the Official Plan. Under these policies, Planning & Development staff and the Planning and Environment Committee will also consider detailed site plan matters such as fencing, landscaping, lighting, driveway locations, building scale and design, and the location of the proposed building on the site. We would like to hear your comments on these matters.

## **Attend a Future Public Participation Meeting**

The Planning and Environment Committee will consider the requested zoning changes on a date that has not yet been scheduled. The City will send you another notice inviting you to attend this meeting, which is required by the Planning Act. You will also be invited to provide your comments at this public participation meeting. A neighbourhood or community association may exist in your area. If it reflects your views on this application, you may wish to select a representative of the association to speak on your behalf at the public participation meeting. Neighbourhood Associations are listed on the [Neighbourgood](#) website. The Planning and Environment Committee will make a recommendation to Council, which will make its decision at a future Council meeting.

## **What Are Your Legal Rights?**

### **Notification of Council Decision**

If you wish to be notified of the decision of the City of London on the proposed zoning by-law amendment, you must make a written request to the City Clerk, 300 Dufferin Ave., P.O. Box 5035, London, ON, N6A 4L9, or at [docservices@london.ca](mailto:docservices@london.ca). You will also be notified if you speak to the Planning and Environment Committee at the public meeting about this application and leave your name and address with the Clerk of the Committee.

### **Right to Appeal to the Ontario Land Tribunal**

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Corporation of the City of London to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of London before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the City of London before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

For more information go to <https://olt.gov.on.ca/appeals-process/forms/>.

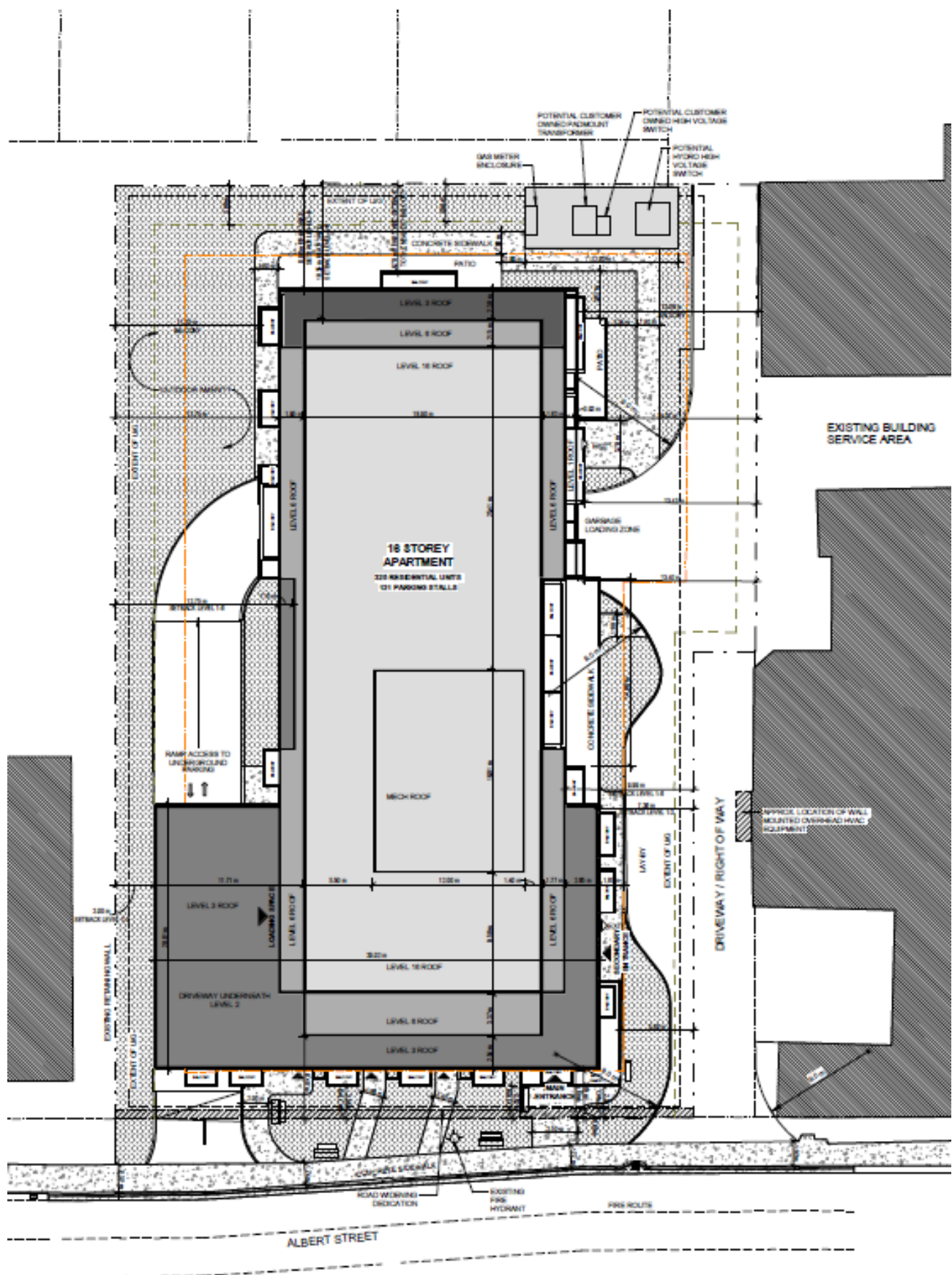
### **Notice of Collection of Personal Information**

Personal information collected and recorded at the Public Participation Meeting, or through written submissions on this subject, is collected under the authority of the Municipal Act, 2001, as amended, and the Planning Act, 1990 R.S.O. 1990, c.P.13 and will be used by Members of Council and City of London staff in their consideration of this matter. The written submissions, including names and contact information and the associated reports arising from the public participation process, will be made available to the public, including publishing on the City's website. Video recordings of the Public Participation Meeting may also be posted to the City of London's website. Questions about this collection should be referred to Evelina Skalski, Manager, Records and Information Services 519-661-CITY (2489) ext. 5590.

### **Accessibility**

Alternative accessible formats or communication supports are available upon request. Please contact [plandev@london.ca](mailto:plandev@london.ca) for more information.

# Site Concept



The above image represents the applicant's proposal as submitted and may change.



# Building Renderings



Rendering of building looking north from Albert Street



Rendering of building looking southeast from Central Avenue

The above images represent the applicant's proposal as submitted and may change.

## 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](http://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**

| <b>Initiative</b>   | <b>Current</b> | <b>Past</b> |
|---|----------------|-------------|
| 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.

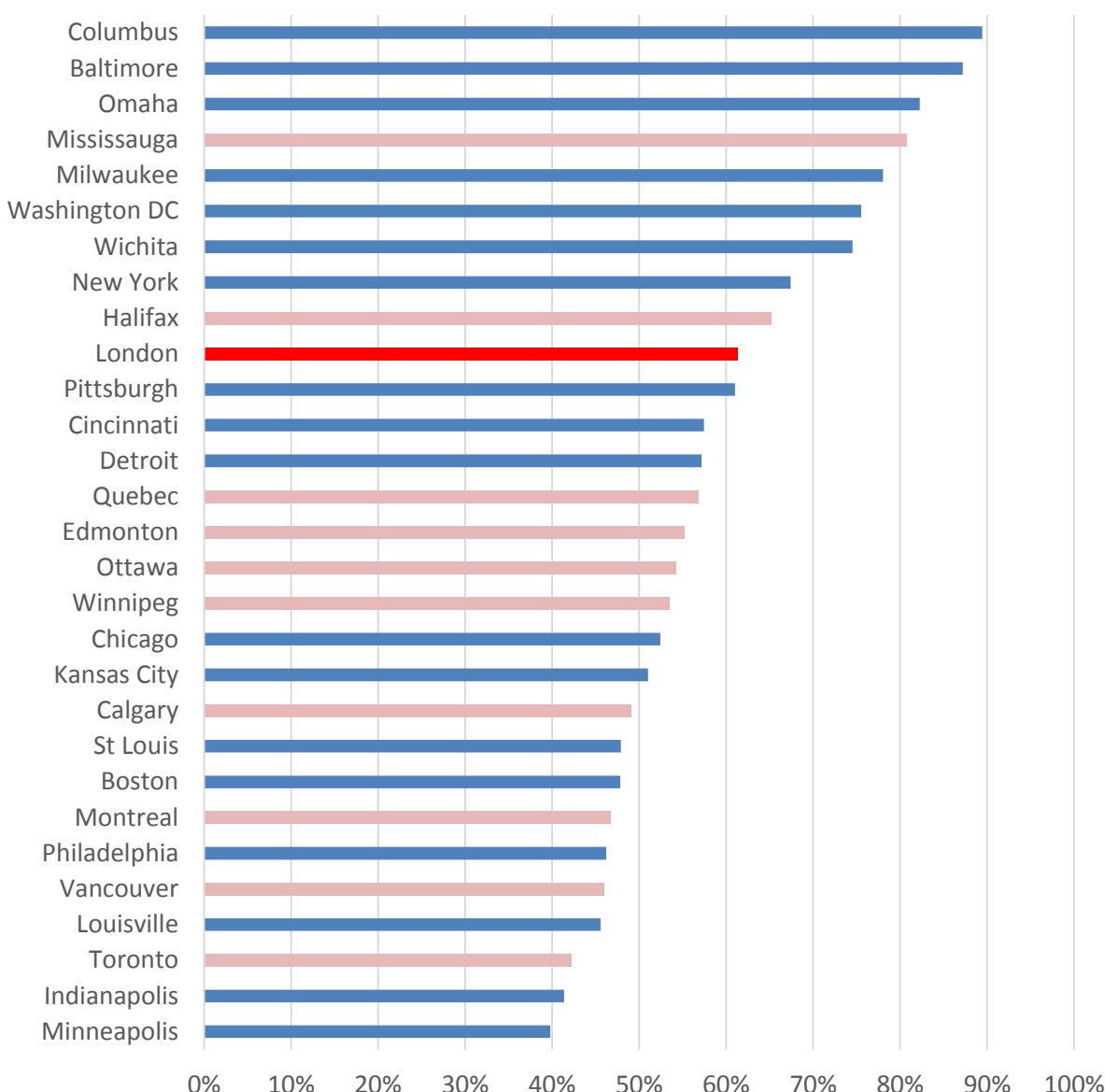
#### **1.5 Recent Research on Downtown Mobility Activity Using Mobile Devices**

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/<br>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 21<sup>st</sup> 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  
60F6C165332148E...

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  
977FF33A2B4748A... 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  
13FC978064554F8... 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  
74748885419345E...

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 BT  
Brian Hollingworth

Approved as to content PT  
Peter Topalovic

Approved as to form 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**

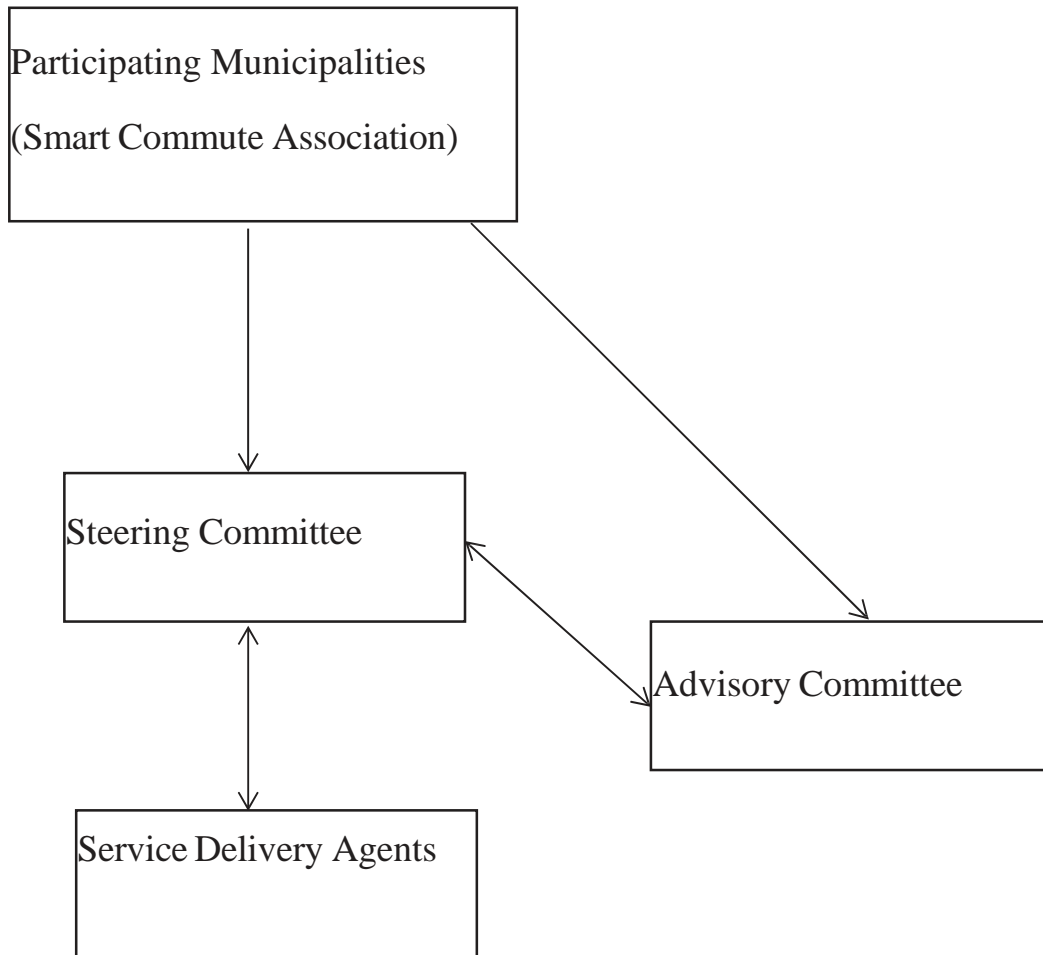
- (a) The core components include carpooling, employer vanpools, ridesharing, shuttles, transit use, cycling, walking and telecommuting.
- (b) The support components may include:
  - (i) Regional and city marketing and education campaigns to encourage development and implementation of innovative strategies 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

\_\_\_\_\_

\_\_\_\_\_

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Attn: \_\_\_\_\_ Email: \_\_ Tel: \_\_

Date of Execution: \_\_\_\_\_

Name of Municipality: \_\_\_\_\_ By:

\_\_\_\_\_

Name:

Title:

And By: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation

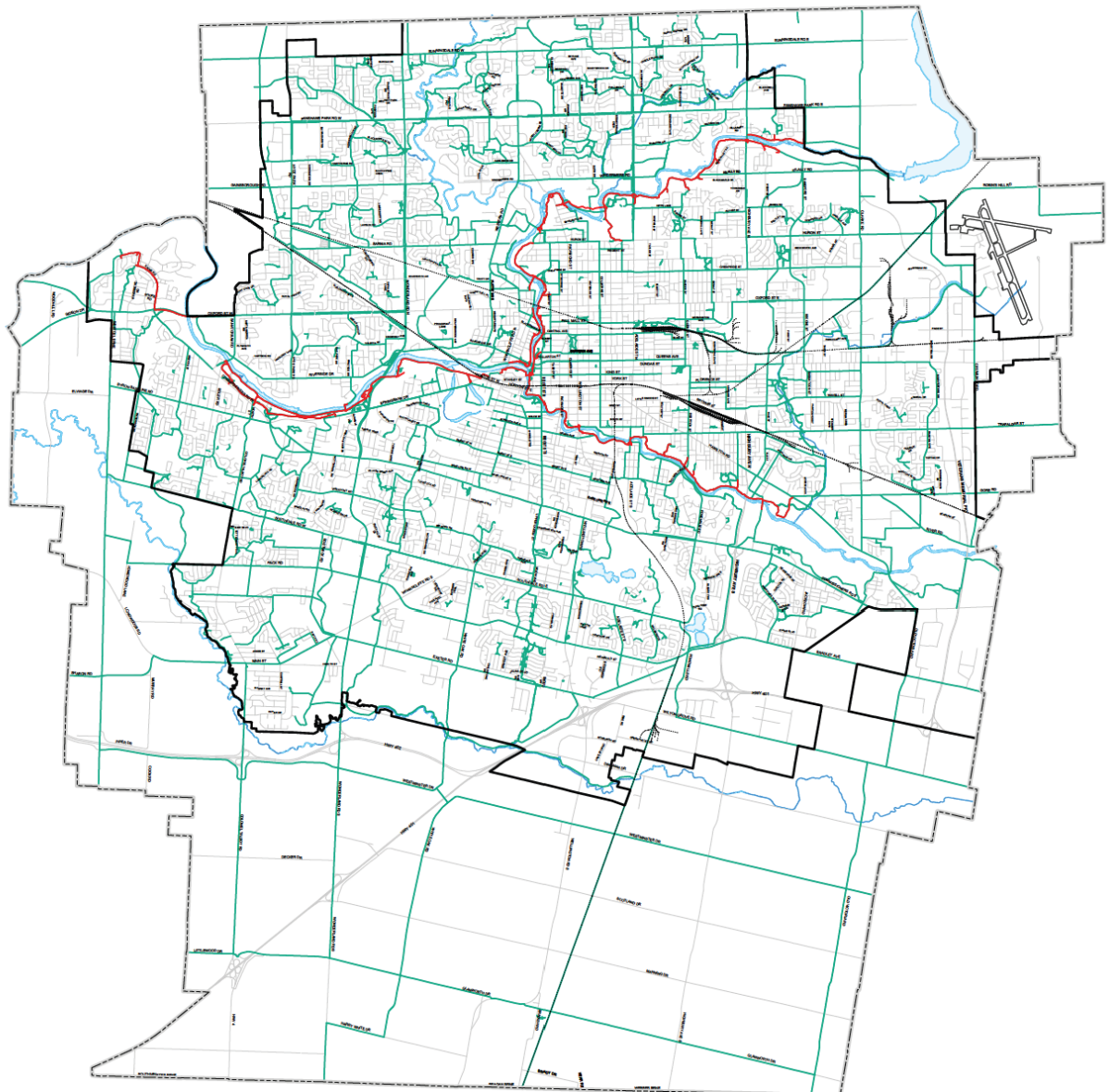
# Cycling Maps and Routes

London's cycling infrastructure is being guided by the Cycling Master Plan, and the London Plan, among other inputs. It is useful to look at the proposed final maps from the various plans and compare them to existing and planned infrastructure.

## London Plan (2022)

The most comprehensive and complete cycling network map is contained as Map 4 in the London Plan.

## MAP 4 - ACTIVE MOBILITY NETWORK



### LEGEND

- Thames Valley Parkway
- Walking and Cycling Routes

### BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This map is a quite complete and connected network of routes throughout the city, including residential streets and multi-use paths. It includes continuous east-west and north-south routes. Some notable routes absent from other plans:

- Full length of Sunningdale
- Full length of Fanshawe Pk Rd.
- Full length of Clarke Rd

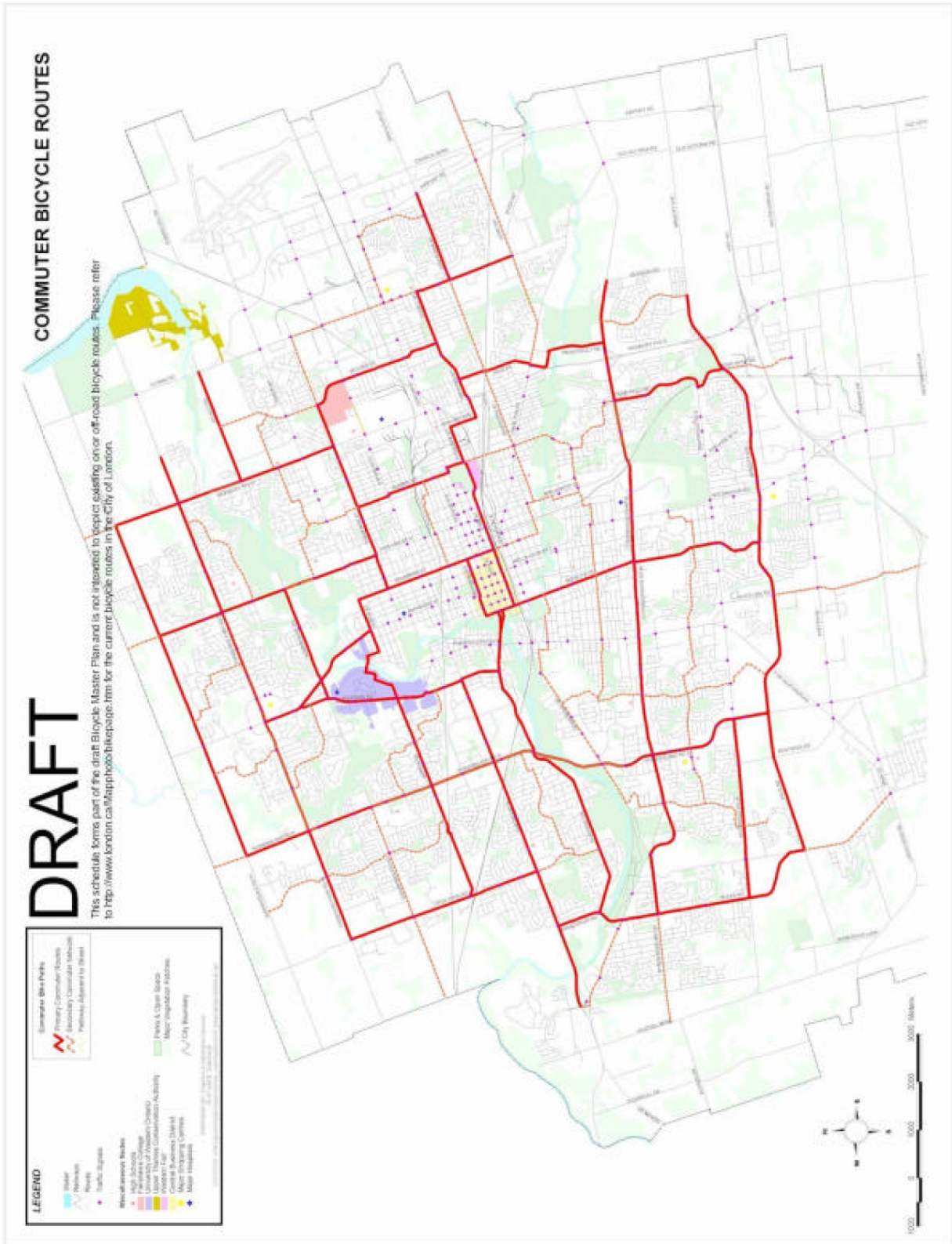
Careful comparison of this map to the Cycling Master Plan will reveal other differences. It appears that this map is not guiding infrastructure projects. Recent repaving of sections of Sunningdale and Fanshawe Pk Rd did not include paved shoulders despite ample right of way. Most of these roads currently have ample gravel shoulders and adding paved shoulders would be straightforward. These roads are also key east-west and north-south routes.

It is worth noting that the Boler Rd project presented at the September 2023 ITCAC meeting is not included in this map. Instead, the map shows alternative routes on residential streets parallel to Boler Rd. This is consistent with my comments at the meeting.

## **Bicycle Master Plan (2005)**

The 2005 Bicycle Master Plan also proposed a connected network of east-west and north-south routes.





This map is less comprehensive than the London Plan, but it also identifies a portion of Sunningdale Rd as a key cycling route. To date there is no cycling infrastructure anywhere

along Sunningdale despite it being a busy and dangerous road with no alternative routes, and having a wide gravel shoulder for much of its length. The map also shows completed cycling infrastructure around the UWO campus. Nearly 20 years later, this infrastructure is still missing.

# RECREATIONAL BICYCLE ROUTES

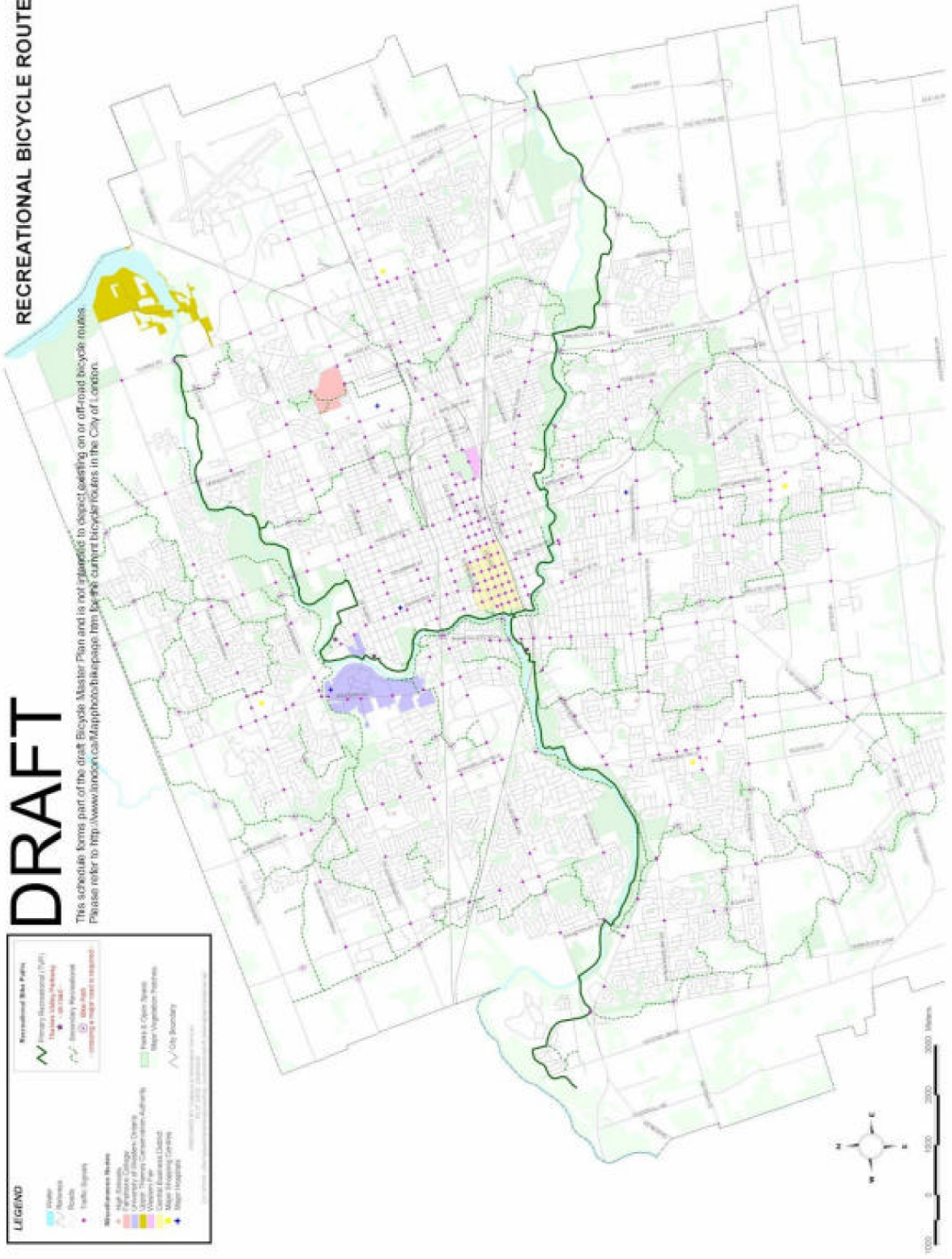
# DRAFT

This schedule forms part of the draft Bicycle Master Plan and is not intended to depict existing on or off-road bicycle routes. Please refer to <http://www.london.ca/MapPhoto/Mappage.htm> for the current bicycle routes in the City of London.

**LEGEND**

|   |                                  |
|---|----------------------------------|
| Water   | Recreational Bike Paths          |
| Major Transit Corridor  | Primary Recreational (P/R)       |
| Roads   | Secondary Recreational           |
| Traffic Signals   | Bike Path                        |
| Major Transit Corridor  | Primary to Major Road to Transit |
| High Schools  | Parks & Open Spaces              |
| University of Windsor/University of Windsor/Conestoga College | Major Vegetation Features        |
| Waterfront Conservation Authority                             | City Boundary                    |
| Greater London Area District                                  |                                  |
| Major Highway Corridor  |                                  |
| Major Freeway   |                                  |

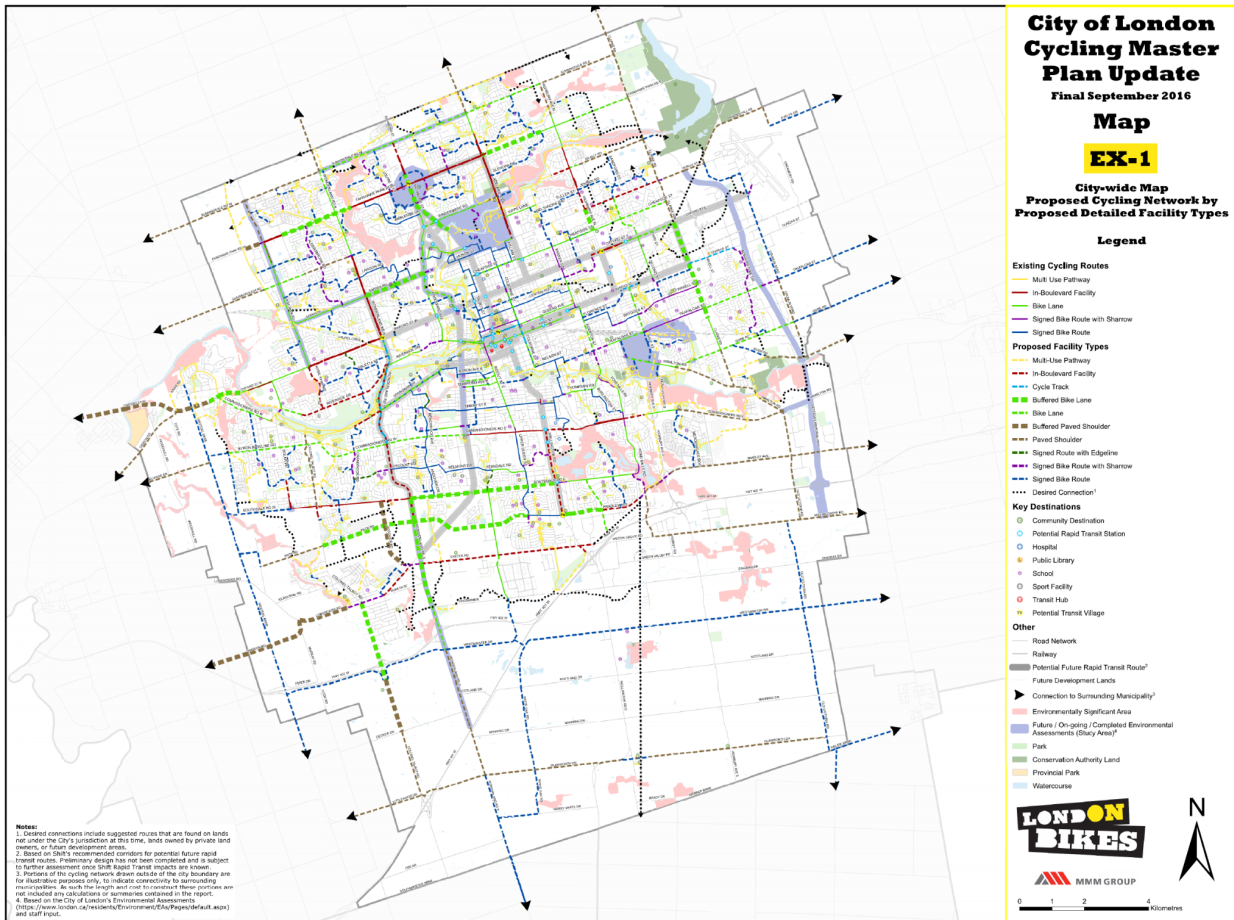
Map Date: 01/27/2010 10:00:00 AM  
 Map Scale: 1:10000  
 Map Projection: UTM  
 Map Units: Meters



The 2005 Bicycle Master Plan also identifies a network of recreational cycling routes including TVP. It is clear that many parts of the city can be reached using this network of paths. It is worth noting that some of the paths shown on the map do not exist, e.g. extensions of TVP.

## Cycling Master Plan (2016)

The 2016 Cycling Master Plan contains the following map.



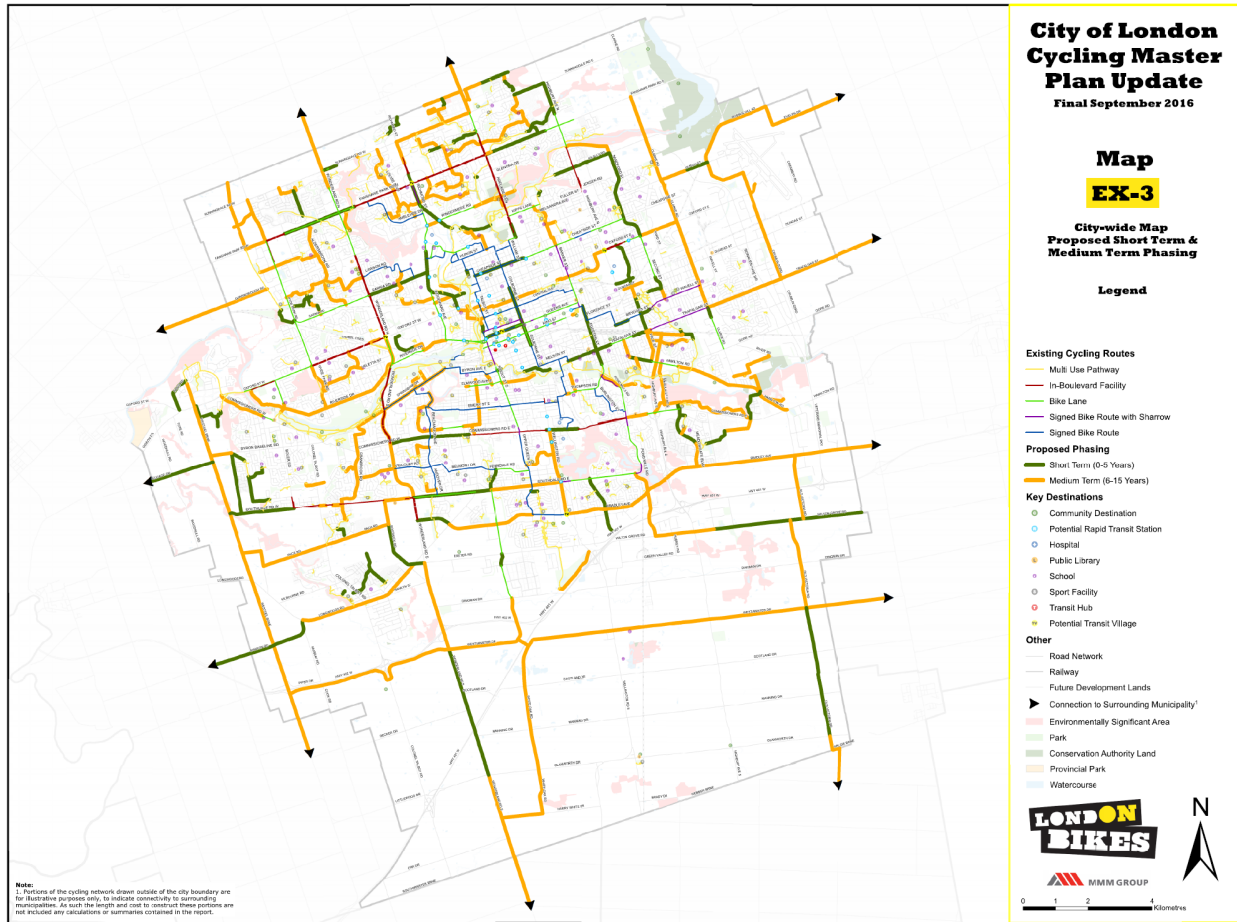
This extends the map from the 2005 Bicycle Master Plan, and corresponds to the London Plan map. In particular, this map includes the following cycling routes:

- Full length of Sunningdale Rd.
- Full length of Fanshawe Pk Rd.
- Full length of Clarke Rd.

This map also shows a credible network of routes on quiet residential streets and multi-use pathways.

The 2016 Cycling Master Plan prioritizes and categorizes routes as short-term (0-5 years), medium term (6-15 years) and long term (>15 years). It claims to use a variety of criteria to prioritize routes, but these are not documented. The resulting map has many significant gaps. For example, completing cycling infrastructure for the full length of Sunningdale Rd., Fanshawe Pk Rd. and Clarke Rd. are considered low priority despite the heavy traffic, lack of alternative

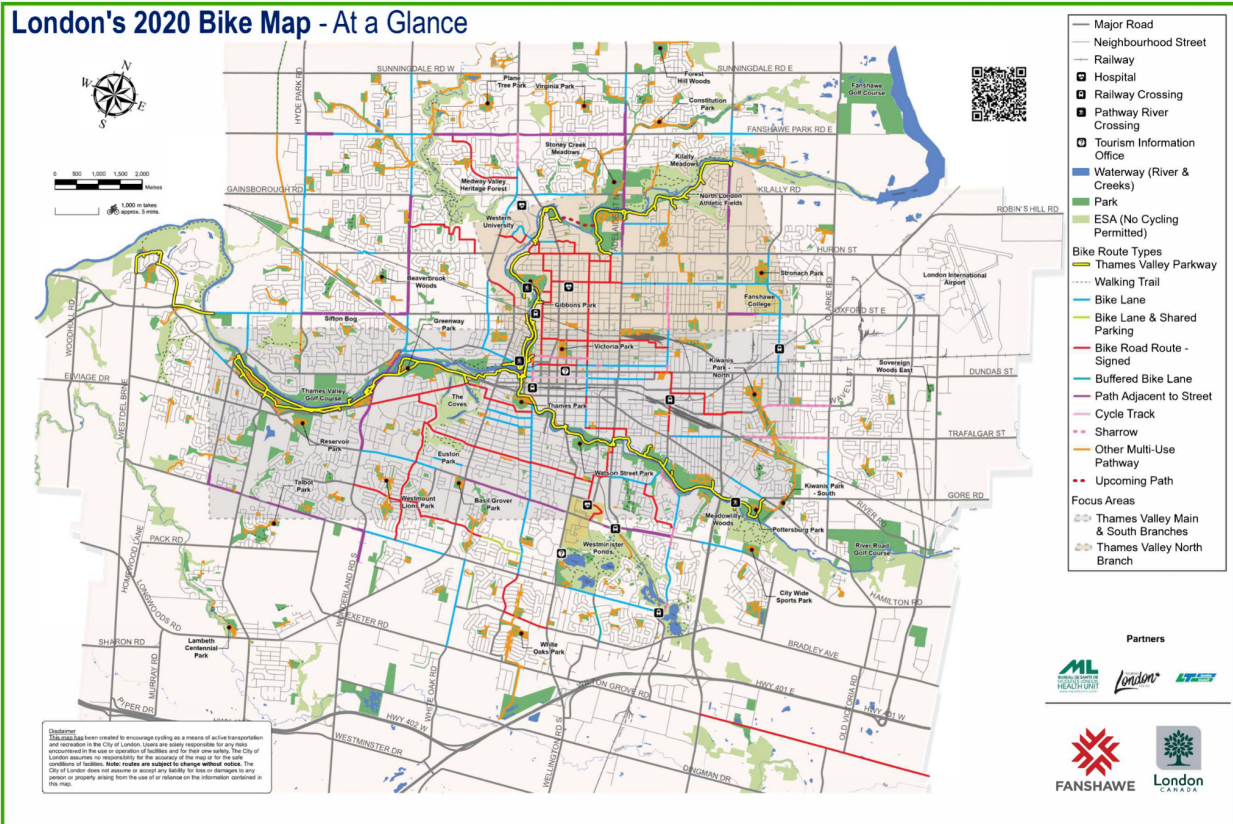
routes, and low cost of paving the existing gravel shoulders. The resulting map, shown below, seems to be guiding City infrastructure planning. Sections of Sunningdale Rd. and Fanshawe Pk Rd. did not get paved shoulders during recent repaving despite the small marginal cost, probably because these are not identified as part of the short and medium term plan. It is also notable that routes along residential streets no longer appear on this map. Even when the short and medium term projects are complete after 15 years, many significant gaps remain.



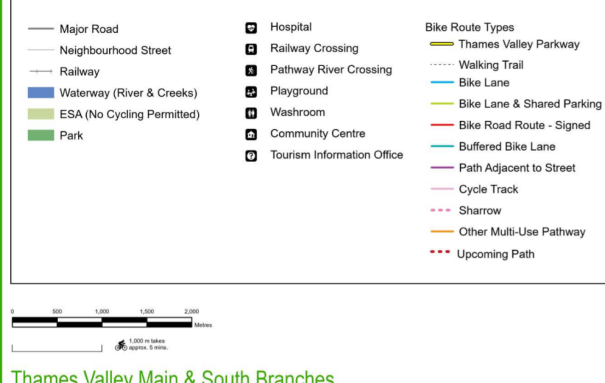
## Maps of current cycling infrastructure

The City provides a map last updated in 2020. It is a PDF file so it is difficult to use as a route planning tool. It shows many different types of infrastructure in different colours, and there are no clear continuous routes. Cyclists must rely on local knowledge to find safe connected routes that use residential streets and pathways, and avoid busy and dangerous roads. The map is also out of date and inaccurate.

# London's 2020 Bike Map - At a Glance



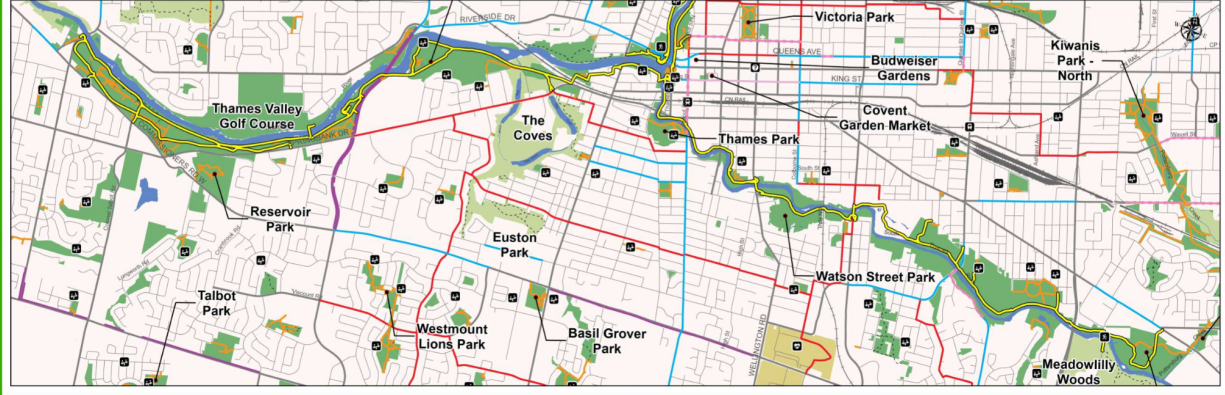
## London's 2020 Bike Map - Focus Areas



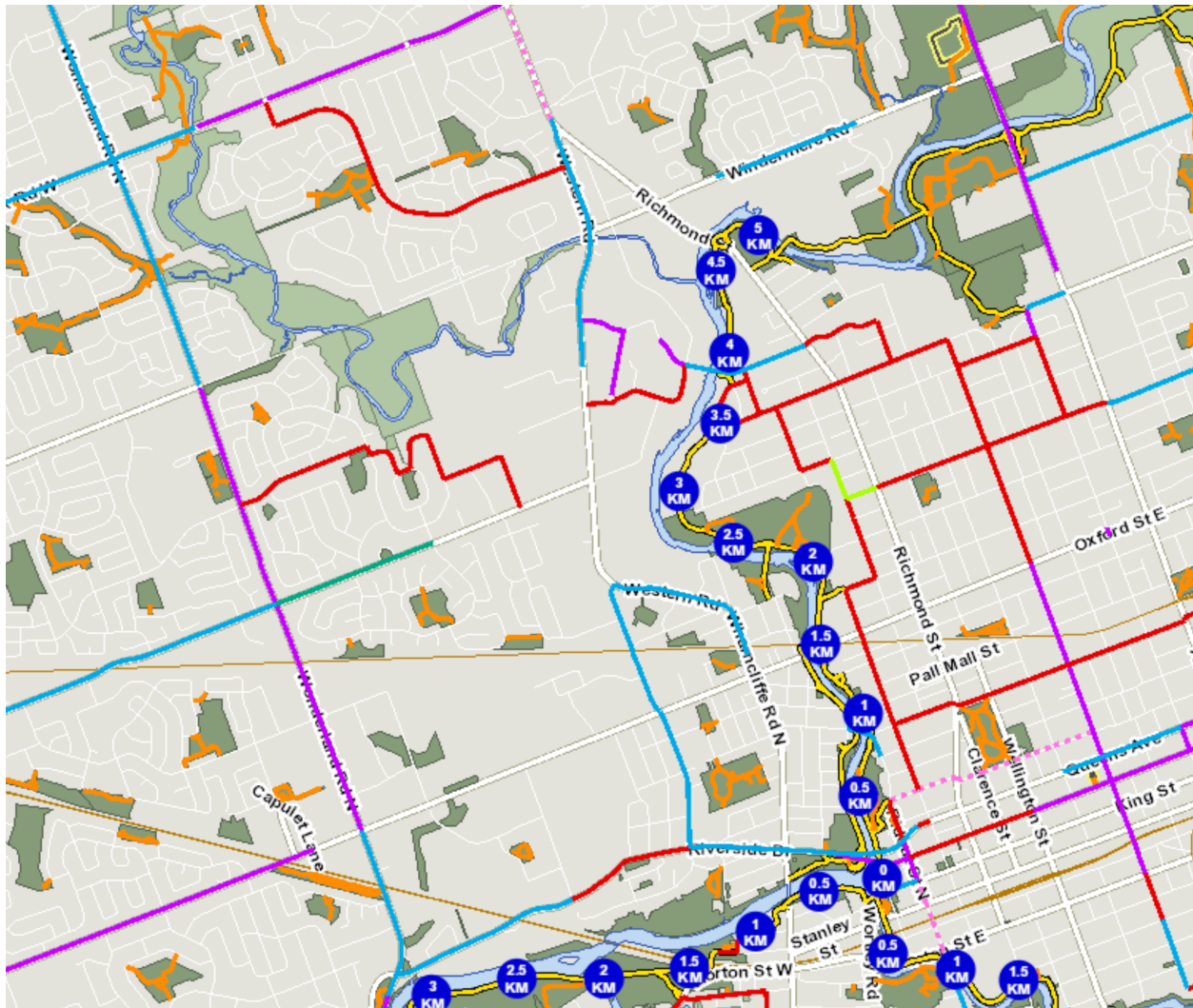
## Thames Valley North Branch



## Thames Valley Main & South Branches



The City also has a zoomable online map of cycling infrastructure, but many cyclists are not aware of this map. It is accurate and up-to-date. Significant gaps in the network are easy to identify. Below is a portion of the map. Note the key gap around the Sarnia and Western Rd. intersection. These are busy and dangerous roads, and there are no safe routes for cyclists to get to the Western campus from the South or West of this intersection. This gap has existed for many years, but will be addressed in the upcoming Sarnia-Western Rd project. Note also that a very busy portion of the 4-lane Richmond St. south of Fanshawe Pk Rd is designated as a sharrows. Essentially cyclists are expected to share a very busy lane with cars.



<https://london.maps.arcgis.com/apps/webappviewer/index.html?id=d52101e2724d4525ac8be4400cf8c087>

The city also provides a traffic volume map. This is very helpful in identifying suitable cycling routes.

<https://london.maps.arcgis.com/apps/webappviewer/index.html?id=580f8891b84548dca9cd162d4dc73a03>

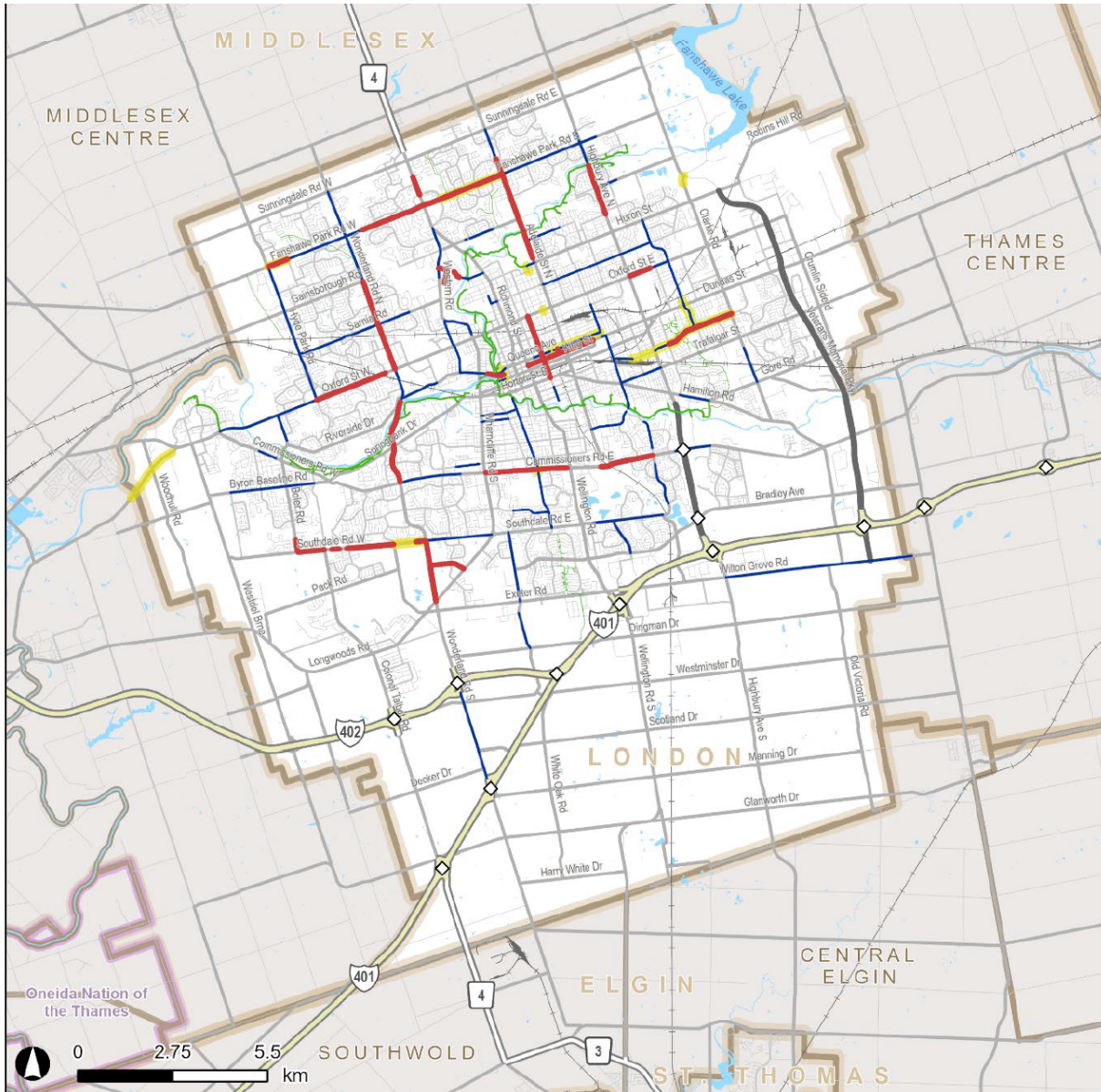
The traffic volume on Richmond St at the sharrows is 30K vehicles/day.

The traffic volume on Riverside Dr. (one lane each way) is 20-25K vehicles/day. This is a signed bike route with no safe alternative routes.

## July 2023 Master Mobility Plan Update report

The MMP Update Report contains the following map of cycling infrastructure. There are no continuous routes in any direction, and many of the gaps involve busy and dangerous roads. The map also shows the incremental addition to infrastructure from projects in 2022. At this rate it is apparent that it will take many years to close the gaps and create a continuous network.





Base data obtained from Land Information Ontario, GeoHub © Queen's Printer for Ontario, 2022. 2022-09-23.

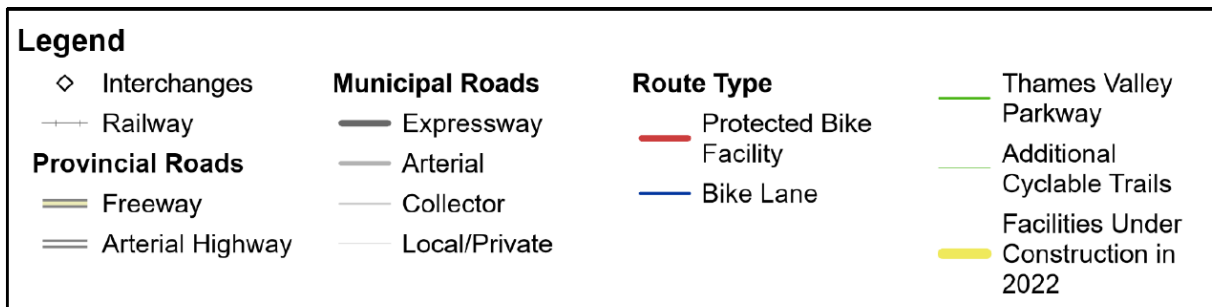


Figure C-4: Cycling Facilities in London

## Comments and observations

Despite years of planning and infrastructure projects, London does not have a viable network of connected safe cycling routes.

At the current rate of progress about 10 km/year are added to the infrastructure. At this rate it will be many more years before the gaps are filled.

Expensive infrastructure projects are being proposed that do not follow any of the existing plans.

In particular, Boler Rd is not designated as a cycling route on any of the recent plans.

Safe routes can be found to most destinations by connecting cycling infrastructure, quiet residential streets, and multi-use pathways. However, these are not shown on any existing cycling maps and require local knowledge and careful route planning by individual cyclists.

## Online Route Mapping

It would be very useful to have an online route mapping tool to help cyclists find safe routes and avoid dangerous roads. Such a tool will serve several useful purposes:

- Help plan safe routes while waiting for the comprehensive cycling network to be completed
- Identify gaps where no safe routes or detours exist. An example is the sharrow section of Riverside Dr. This is dangerous for cyclists, and there is no viable alternative route.
- Help cyclists avoid hazardous roads like Oxford St., Warnclyffe Rd. etc.

Here is a screenshot of an online map showing various routes, gaps, etc. This is an example of what an online map might look like.

<https://www.google.com/maps/d/edit?mid=1Y-ZTWLOWiJ0WFPbaW5OA86ryt7Ewqqc&ll=42.99904834173556%2C-81.2907217095349&z=12>

Criteria for a “safe” route:

- Low traffic volume (less than 5-10K vehicles/day)
- Low speed limit (40 km/h)
- Protected or signalized crossings at arterial roads
- Protected bike lane on busier roads
- Few intersections
- Few driveway and parking lot entrances

Criteria for “dangerous” route:

- High traffic volume (more than 10-20K vehicles/day)
- Higher speed limits (50 or 60 km/h)
- Narrow lanes with no shoulder or bike path
- Frequent intersections
- Frequent driveway and parking lot entrances

Criteria for a “pleasant” route

- Separated from car traffic
- Parkland instead of buildings

- Few if any traffic lights

Other notes:

- An indirect route, e.g. TVP, can be as fast or faster than a direct route, e.g. bike path along arterial road, because there are no delays from traffic lights
- Commuters may choose a slightly longer but much more pleasant route, e.g. TVP to downtown
- It is possible to get to most places in London using TVP, multi-use paths and residential streets.
- TVP provides safe and pleasant routes to downtown from many parts of the city

## Google Maps

Google Maps is a useful tool for planning routes. It is intelligent enough to recommend different routes for different modes, e.g. car, transit, cycling and walking. It does a good job much of the time but it cannot be relied on to provide a safe route in every case. For example it may recommend a cycling route that includes portions of dangerous roads like Oxford St, etc. One solution is to investigate what datasets are used by Google Maps to generate routes, and to update them so that Google selects appropriate routes.

## Updated London cycling map

A useful alternative would be to update the existing ArcGIS map with additional layers showing safe and recommended residential streets, roads to avoid, signalized intersections, planned infrastructure projects, and the planned final cycling network shown in the London Plan.

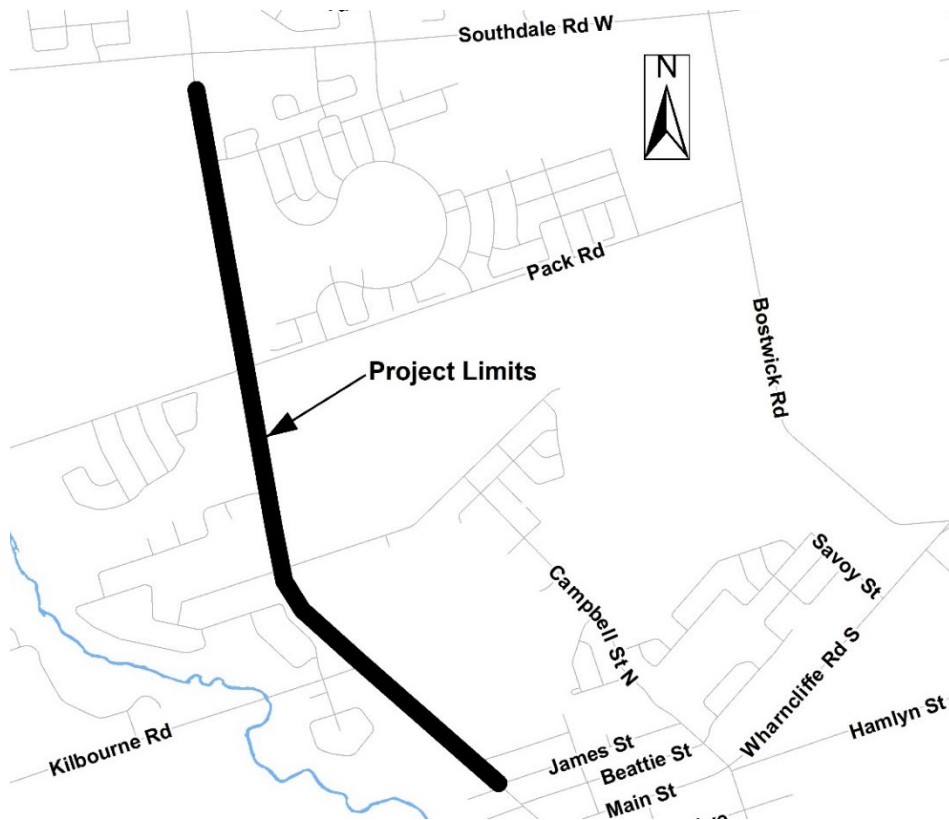


300 Dufferin Avenue  
P.O. Box 5035  
London, ON  
N6A 4L9

**London**  
CANADA

## Notice of Public Update Meeting Colonel Talbot Road 2-Lane Upgrade

In response to ongoing and future development in the southwest part of the city, the City of London is preparing to upgrade Colonel Talbot Road from James Street to south of Southdale Road West, from a rural to urban road. This project is expected to begin in 2024 and is anticipated to last two (2) construction years. We are hosting a drop-in Public Update Meeting on **Thursday November 2<sup>nd</sup> between 5 p.m. and 7 p.m. at the Lambeth Public School** for residents and businesses to learn about construction impacts and see the near-final designs.



Above: Map of Project Area on Colonel Talbot Road

### Public Update Meeting

Join us in-person on November 2<sup>nd</sup>, 2023 to:

- View final designs of the planned improvements, including walking and cycling facilities and urban design features along the corridor.
- View traffic management and construction staging.
- Learn more about next steps.

**Location:** Lambeth Public School, 6820 Duffield Street

**Date and time:** Thursday November 2. Drop-in between 5 p.m. and 7 p.m.

The materials presented at the meeting will also be posted by October 30<sup>th</sup> on the project's Get Involved website, at [getinvolved.london.ca/colonel-talbot](https://getinvolved.london.ca/colonel-talbot)

### About the Project

This project will convert Colonel Talbot from the current 2-lane rural road, with ditches and gravel shoulders, to a 2-lane urban road, with concrete curbs and gutter. Key elements such as sidewalks, streetlights, boulevard bike paths, landscaping features and pedestrian crossovers will be installed to enhance the comfort, accessibility, and safety for all road users through this rapidly growing community.

This project will be constructed primarily over a two (2) year period.

- 2024 construction will take place from the roundabout at Southdale Road to south of Diane Cres/ Royal Magnolia Road
- 2025 construction will take place from south of Diane Cres/ Royal Magnolia Road to James Street
- 2026 construction will consist of minor cleanup work and the placing of surface asphalt

There will be periods of road closures and detours during each construction phase. Further information about each phase, the stages within the phase, and the impacts will be provided in a subsequent letter prior to construction.

**Proposed Timeline:**

- Public update meeting #1: Occurred June 27, 2023
- Public update meeting #2: Thursday November 2, 2023
- Construction starts: Spring of 2024
- Construction ends: Fall of 2025 with minor cleanup and surface asphalt in 2026

**Contact Information:**

If you require any special accommodations, or have questions about the project, please contact the City's project manager, John Bos at [jbos@london.ca](mailto:jbos@london.ca) or at 519-661-CITY (2489) x 7348.

Thank you in advance for your interest in this project.

Sincerely,



Daniel Hall, P.Eng.

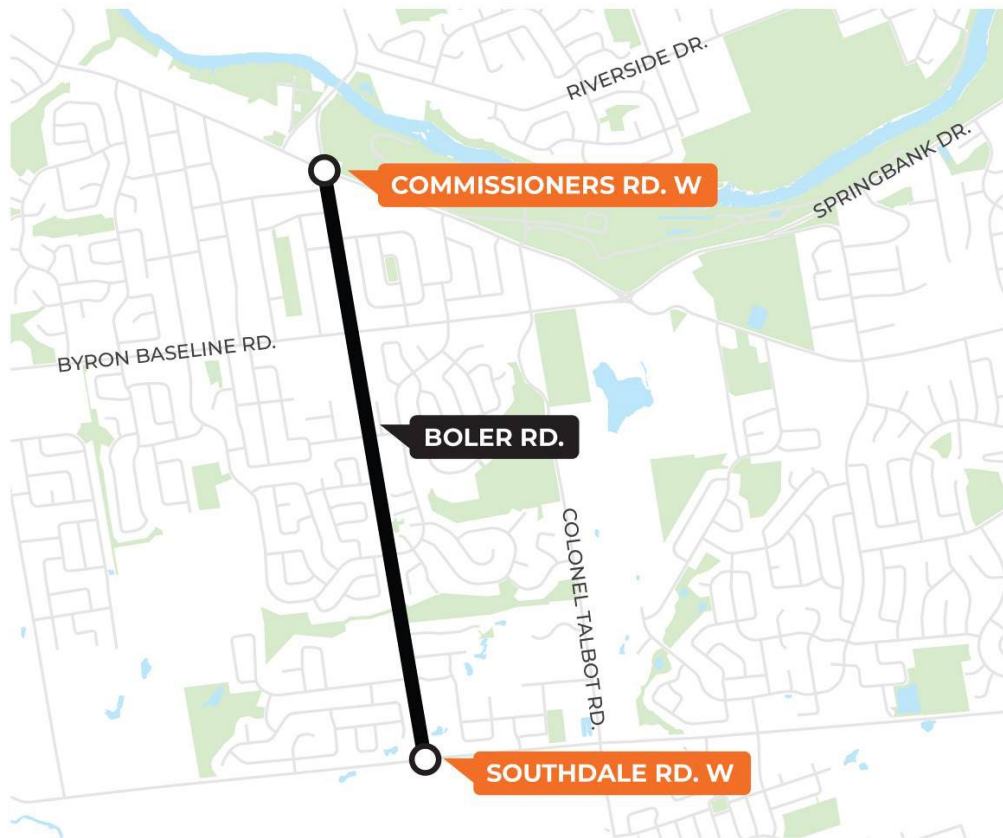
Program Manager, Active Transportation  
Transportation Planning and Design  
City of London



300 Dufferin Avenue  
P.O. Box 5035  
London, ON  
N6A 4L9

## NOTICE OF PUBLIC UPDATE MEETING FOR BOLER ROAD CYCLING IMPROVEMENTS

The City of London is proposing cycling improvements to Boler Road between Southdale Road West and Commissioners Road West. We are hosting a drop-in Public Update Meeting on **Wednesday October 25** between **5 p.m. and 7 p.m.** at the **Byron Public Library** for residents and businesses to learn about the project and view the preliminary designs.



The above map graphic shows the project area on Boler Road

### **Public Update Meeting**

Join us in person on Wednesday October 25<sup>th</sup>, anytime between 5 p.m. and 7 p.m. to:

- View preliminary designs of the planned improvements along the corridor.
- Provide feedback about preference between cycle tracks or multi-use paths
- Learn more about next steps.

**Location:** London Public Library, Byron Branch, 1295 Commissioners Road W

The materials presented at the meeting will also be posted by October 23<sup>rd</sup> on the project's Get Involved website, at [getinvolved.london.ca/bikeboler](https://getinvolved.london.ca/bikeboler).

### **About the Boler Road Cycling Improvements Project**

This project will provide a link between existing cycling facilities on Southdale Road West, Byron Baseline Road, and the Thames Valley Parkway in Springbank Park. The project will add either two-way cycle tracks or a multi-use path in the east boulevard of Boler Road. Cycle tracks are an asphalt path located beside the sidewalk that separate cyclists from motor vehicles and pedestrians. A multi-use path is also an asphalt path, but is intended for people walking and cycling, and would not have a sidewalk adjacent to it; see figures below.



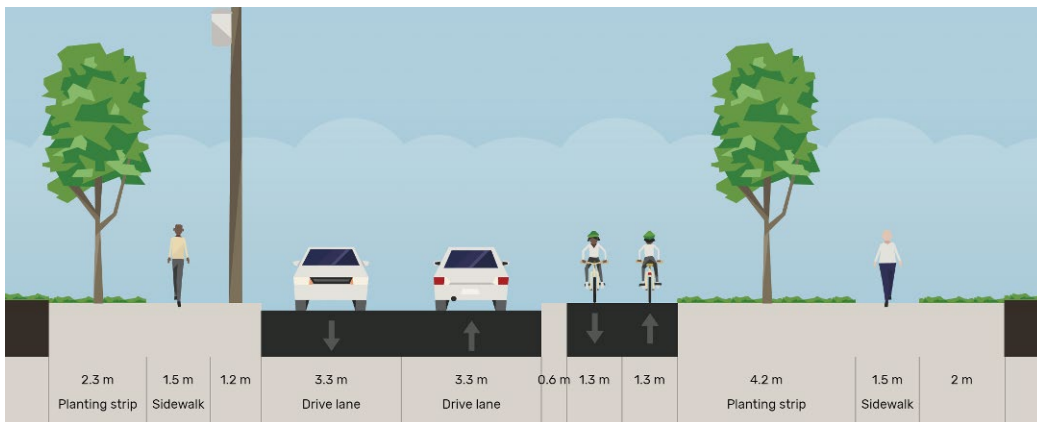
The above figure shows a one-way cycle track beside a sidewalk on Dundas Street



The above figure shows a multi-use path on Thames Street

This project has specific sections where the city-owned right-of-way is constrained and a multi-use path would be the best fit, instead of cycle tracks and sidewalk. We are seeking community feedback about implementing a multi-use path as the preferred solution in specific locations along the corridor.

This project aligns with the City of London’s “Complete Streets” approach to street design, which aims to balance the needs of all road users with an emphasis on road safety. Reallocating existing road space used for on-street parking allows for the addition of safe and comfortable cycling facilities to a busy residential corridor and forms an important connection to the Thames Valley Parkway path system. An example of the updated road configuration is illustrated in the rendering below.



Above: Rendering of new road configuration on Boler Road

**Contact Information:**

If you require any special accommodations to access the information, or have questions about the project, please contact Daniel Hall at [dhall@london.ca](mailto:dhall@london.ca) or 519-661-CITY (2489) x 4255.

Thank you in advance for your interest in this project.

Kind Regards,

Daniel Hall, P.Eng  
 Program Manager, Active Transportation  
 Transportation Planning & Design Division