

# Agenda

## Civic Works Committee

The 15th Meeting of the Civic Works Committee

November 12, 2024

9:30 AM

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

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

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

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

Members

Councillors A. Hopkins (Chair), J. Pribil, S. Trosow, S. Franke, D. Ferreira

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 [CWC@london.ca](mailto:CWC@london.ca) or 519-661-2489 ext. 2425.

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# Integrated Transportation Community Advisory Committee

## Report

The 11th Meeting of the Integrated Transportation Community Advisory Committee  
October 16, 2024

Attendance T. Khan (Chair), R. Buchal, E. Eady, L. Thomas-Gray, A. Husain, T. Kerr, V. Lubrano, D. Luthra, A. Pfeffer, E. Poirier, A. Santiago, J. Vareka and K. Mason (Committee Clerk)

ABSENT: D. Foster and S. Leitch

ALSO PRESENT: Councillor J. Pribil; R. Craven, J. Dann, D. Hall, T. Koza, J. Stanford

The meeting was called to order at 3:00 PM; it being noted that R. Buchal, E. Eady, A. Husain, A. Pfeffer and J. Vareka 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

None.

### 3. Consent

#### 3.1 10th Report of the Integrated Transportation Community Advisory Committee

That it BE NOTED that the 10th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on September 18, 2024, was received.

#### 3.2 Dundas Place Traffic Management

That it BE NOTED that the Dundas Place Traffic Management Memo, was received; it being further noted that the Integrated Transportation Community Advisory Committee held a general discussion, with respect to the matter;

it being further noted that a verbal delegation from Patula, with respect to this matter, was received.

### 4. Sub-Committees and Working Groups

None.

### 5. Items for Discussion

#### 5.1 Increase in Road Accidents in London - Root Causes & Awareness among New Londoners

That it BE NOTED that the Integrated Community Advisory Committee held a general discussion with respect to increase in road accidents in London and the root causes and awareness among new Londoners.

5.2 Environmental Impacts on Road Traffic Congestions

That it BE NOTED that the Integrated Community Advisory Committee held a general discussion with respect to the environmental impacts on road traffic congestion.

5.3 Inter Community Transit Facilities in London

That it BE NOTED that the Integrated Community Advisory Committee held a general discussion with respect to the inter community transit facilities in London.

5.4 Reducing Cars on the London Roads - Transit Connectivity with Airport and VIA Rail (North Masonville Mall, South White Oaks Mall)

That it BE NOTED that the Integrated Community Advisory Committee held a general discussion with respect to the reducing cars on the London roads and transit connectivity with airport and Via Rail.

**6. Deferred Matters/Additional Business**

6.1 (ADDED) Notice of Community Information Meeting - Official Plan Review of The London Plan and Land Needs Assessment

That it BE NOTED that the Notice of Community Information Meeting - Official Plan Review of The London Plan and Land Needs Assessment, dated October 10, 2024, was received.

**7. Adjournment**

The meeting adjourned at 4:34 PM.

## 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:** Appointment of Consulting Engineer  
Oxford Street West Improvements

**Date:** November 12, 2024

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the appointment of a consulting engineer for the detailed design and tendering of the Oxford Street West Improvements project:

- a) CIMA Canada Inc. **BE APPOINTED** as the consulting engineer to complete the detailed design and tendering services at an upset amount of \$708,824.60 excluding HST, as per Section 15.2 (g) of the City's Procurement of Goods & Services Policy;
- b) the financing for this assignment **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix A;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents including agreements, if required, to give effect to these recommendations.

## Linkage to the Corporate Strategic Plan

Municipal Council's Strategic Plan identifies Mobility and Transportation as a strategic area of focus. This report supports the Strategic Plan by building new transportation infrastructure to meet the long-term needs of our community.

## Analysis

### 1.0 Background Information

#### 1.1 Purpose

The purpose of this report is to recommend the appointment of a consulting engineer to undertake the detailed design and tendering required for the first phase of improvements to Oxford Street West from Westdel Bourne to Commissioners Road West.

#### 1.2 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan
- Civic Works Committee – September 7, 2016 – London ON Bikes Cycling Master Plan

- Strategic Priorities and Policy Committee – May 6, 2019 – Approval of 2019 Development Charges By-Law and DC Background Study
- Strategic Priorities and Policy Committee – October 20, 2020 – 2021 Development Charges Update Covering Report and Proposed By-Law
- Civic Works Committee – September 13, 2022 – Oxford Street West Improvements – Environmental Assessment Study – Appointment of Consulting Engineer
- Civic Works Committee – August 13, 2024 – Oxford Street West Improvements Environmental Assessment Study – Notice of Study Completion

## 2.0 Context

In 2024, the City of London completed a Schedule C Municipal Class Environmental Assessment (EA) study to identify the long-term preferred solution for improvements to the Oxford Street West corridor from Westdel Bourne to Sanatorium Road. The EA recommended improving Oxford Street West from two to four through lanes to provide additional capacity, implementing operational and accessibility improvements at the intersections, and incorporating a combination of cycle tracks and sidewalks/multi-use paths on both sides of Oxford Street West to provide dedicated facilities for walking and cycling throughout the corridor. The limits of the recommended first phase of the Oxford Street West improvements are shown on Figure 1 and include the intersections of Commissioners Road West and Westdel Bourne.

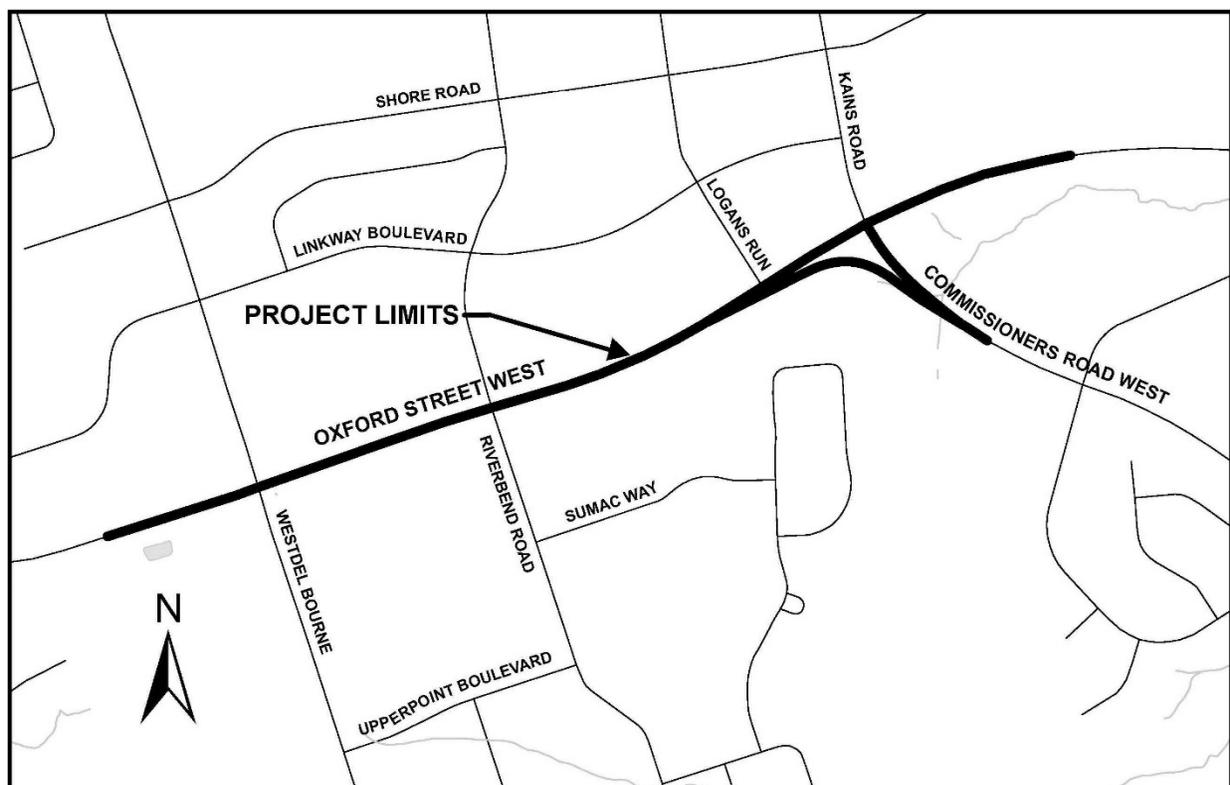


Figure 1: Project Location

## 3.0 Discussion and Considerations

### 3.1 Project Background

Oxford Street West is a two-lane Urban Thoroughfare that provides local and regional mobility within the Riverbend, Byron, and Oakridge neighbourhoods, and goods movement and connections to downtown London and the surrounding communities. Oxford Street West between Westdel Bourne and Commissioners Road West, has an average daily traffic volume of 22,000 vehicles per day. The ongoing and planned development in west London and beyond the city limits is anticipated to increase the traffic volumes along this corridor. The proposed improvements will accommodate the long-term mobility demand, support active modes, and enhance safety for all road users.

In addition to consideration of climate change during the EA study, the Climate Emergency Screening Tool (CEST) has been applied to this project and highlighted the importance of providing improved connectivity and new walking and cycling infrastructure in the area.

### **3.2 Timing Considerations**

Construction is currently planned to start in 2026 based on the time to complete the detailed design and approvals phase. The timing is being coordinated with the current Oxford Street West and Gideon Drive roundabout construction.

Coordination with other adjacent projects, property owners, utility companies, and regulatory agencies is planned early in the design process. Network traffic management and a communications plan will be developed during detailed design to inform road users regarding construction impacts and timing.

### **3.3 Consultant Procurement Process**

The consultant selection process for this assignment has been undertaken in accordance with Section 15.2 (g) of the City's Procurement of Goods and Services Policy, which states that a consulting firm which has satisfactorily partially completed a project may be recommended for award of the balance of a project without competition subject to satisfying all financial, reporting and other conditions contained within this Policy. This is to the financial advantage of the City, as the consultant has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

CIMA Canada Inc. was appointed the consulting engineer for the EA phase of the project after a two-stage procurement process. The first stage was an open, publicly advertised pre-qualification process under RFPQ-21-16 which was followed by a request for proposal process from three short-listed engineering consulting firms (RFP-22-119). CIMA Canada Inc. completed the EA study for this project successfully. Recognizing the consultant's past performance, knowledge and understanding of the project, CIMA Canada Inc. was invited to submit a proposal to carry out the subsequent detailed design and tendering phase of the project. City staff have reviewed the proposal, including the financial and technical components, and confirmed that it addresses the project requirements and provides good value for the city. The submitted fees are consistent with the earlier project phase and other similar projects. The consultant will be considered for the future project phase subject to performance.

### **4.0 Financial Impacts**

Funds are identified in the current capital budget for the engineering, detailed design, and tendering work for the Oxford Street West improvements as per the Source of Financing Report attached as Appendix A.

## **Conclusion**

Improvements to Oxford Street West from Westdel Bourne to Commissioners Road West are required to accommodate existing demand and growth in the area. The corridor improvements will provide additional capacity, operational and intersection accessibility enhancements, and include new active transportation infrastructure to improve connectivity and enhance safety.

CIMA Canada Inc. has demonstrated an understanding of the City's requirements for this phase of the project and successfully completed the earlier EA phase. CIMA is recommended to continue as the consulting engineer for the purpose of detailed design and tendering as it is in the best financial and technical interests of the City.

It is recommended that CIMA Canada Inc. be appointed as the consulting engineer to undertake the detailed design and tendering for the Oxford Street West Improvements in the amount of \$708,824.60 excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy. Council approval of this

consulting appointment is required in accordance with the City's Procurement of Goods and Services Policy to support the completion of the project.

**Prepared by:** Garfield Dales, P. Eng., Division Manager,  
Transportation Planning and Design

**Submitted by:** Doug MacRae, P. Eng., MPA, Director, Transportation  
and Mobility

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

c: Michael Murray, CIMA Canada Inc.  
Paul Yanchuk, City of London  
Erik Guil, City of London  
Steve Mollon, City of London

Appendix A: Source of Financing Report

**Appendix "A"**

#24202

November 12, 2024

(Appoint Consulting Engineer)

Chair and Members

Civic Works Committee

RE: Oxford Street West Improvements from Westdel Bourne to Commissioners Road

(Subledger RD240011)

Capital Project TS1472-2 - Oxford Street West Widening - Commissioners Road to Westdel Bourne

CIMA Canada Inc. - \$708,824.00 (excluding HST)

**Finance Supports Report on the Sources of Financing:**

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

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
Engineering	924,313	203,014	721,299	0
Land Acquisition	195,035	0	0	195,035
Other City Related Expense	554	554	0	0
<b>Total Expenditures</b>	<b>\$1,119,902</b>	<b>\$203,568</b>	<b>\$721,299</b>	<b>\$195,035</b>

**Sources of Financing**

Debenture Quota (Note 2)	89,592	16,285	57,704	15,603
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,030,310	187,283	663,595	179,432
<b>Total Financing</b>	<b>\$1,119,902</b>	<b>\$203,568</b>	<b>\$721,299</b>	<b>\$195,035</b>

**Financial Note:**

	<b>Total</b>
Contract Price	\$708,824
Add: HST @13%	92,147
Total Contract Price Including Taxes	800,971
Less: HST Rebate	-79,672
Net Contract Price	\$721,299

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

**Note 2: Note to City Clerk:** Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1472-2 - Oxford Street West Improvements from Westdel Bourne to Commissioners Road for the net amount to be debentured of \$89,592.

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Alan Dunbar  
Manager of Financial Planning & Policy

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## Report to Civic Works Committee

**To:** Chair and Members  
Civic Works Committee

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

**Subject:** Appointment of Consulting Engineer  
RFP 2024-273 Hamilton Road / Old Victoria Road /  
Commissioners Road East Intersection Improvements

**Date:** November 12, 2024

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the appointment of a consulting engineer for the detailed design and tendering of the Hamilton Road / Old Victoria Road / Commissioners Road East intersection improvements:

- a) R.V. Anderson Associates Limited **BE APPOINTED** as the consulting engineer to complete the detailed design and tendering services at an upset amount of \$621,165 excluding HST, in accordance with RFP 2024-273 and Section 15.2 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this assignment **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix A;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents including agreements, if required, to give effect to these recommendations.

## Linkage to the Corporate Strategic Plan

Municipal Council's Strategic Plan identifies Mobility and Transportation as a strategic area of focus. This report supports the Strategic Plan by identifying the building of infrastructure that provides safe, integrated, connected, reliable and efficient transportation choices.

## Analysis

### 1.0 Background Information

#### 1.1 Purpose

The purpose of this report is to recommend the appointment of a consulting engineer to undertake the detail design and tendering activities required for improvements to the Hamilton Road / Victoria Road / Commissioners Road East intersection.

#### 1.2 Previous Reports Related to this Matter

- Environment and Transportation Committee – January 11, 2010 – Hamilton Road Class Environmental Assessment; Appointment of a Consulting Engineer
- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan

- Civic Works Committee – April 22, 2013 – Hamilton Road Class Environmental Assessment; Notice of Study Completion
- Civic Works Committee – September 7, 2016 – London ON Bikes Cycling Master Plan
- Strategic Priorities and Policy Committee – May 6, 2019 – Approval of 2019 Development Charges By-Law and DC Background Study
- Strategic Priorities and Policy Committee – October 20, 2020 – 2021 Development Charges Update Covering Report and Proposed By-Law

## 2.0 Context

In 2013, the City of London completed a Schedule C Municipal Class Environmental Assessment (EA) study to identify the long-term preferred solution for improvements to Hamilton Road from Old Victoria Road to Veterans Memorial Parkway (VMP). The EA recommended a new roundabout at the Old Victoria/Commissioners Road East intersection in the short term and the widening of Hamilton Road to four through lanes with staged implementation. The widening was identified as a longer-term initiative to be reviewed through the Mobility Master Plan.

The project location is shown in Figure 1 below.

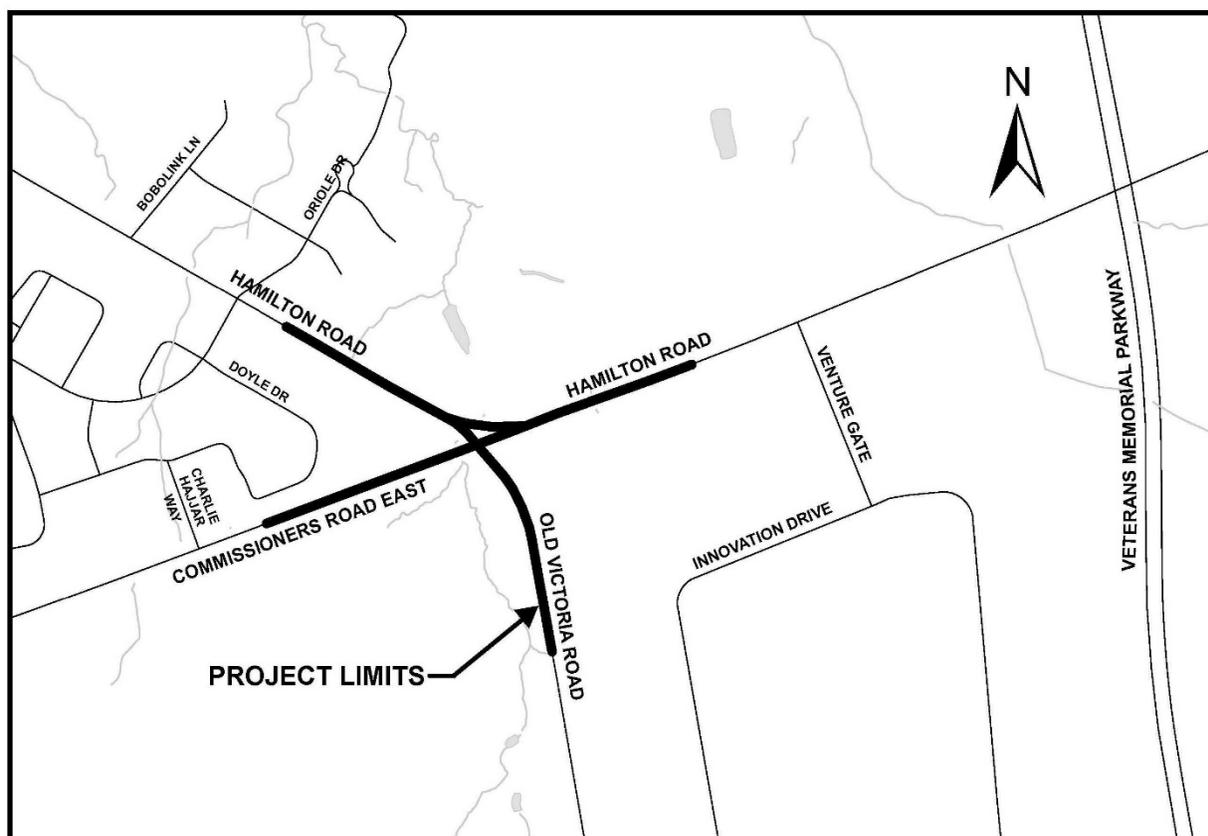


Figure 1: Project Location

## 3.0 Discussion and Considerations

### 3.1 Project Background

The Hamilton Road / Old Victoria Road / Commissioners Road East intersection is currently a signalized intersection with a westbound channelized right-turn for traffic destined for Hamilton Road. There are currently no left turn lanes on Commissioner's Road East and Hamilton Road which impedes efficient traffic operations, causes delays and creates safety concerns at the intersection. With ongoing development, there is also a growing demand for active transportation facilities in this area.

Commissioners Road East on the west approach and Hamilton Road on the east and north approaches of the intersection are classified in The London Plan as Civic Boulevards with average daily traffic volumes of approximately 13,000 vehicles per day. The south leg of the intersection, Old Victoria Road, is also classified as a Civic Boulevard, with average daily traffic volumes of 2,500 vehicles per day.

The roadways within the area of the intersection are currently rural in nature without curbs or sidewalks. The ongoing and planned development in the area is also anticipated to increase the traffic demands at this intersection.

The City of London's Climate Lens Framework will be applied to this project during the detailed design phase using the Climate Emergency Screening Tool (CEST) developed for transportation projects.

### **3.2 Timing Considerations**

Subject to property acquisition and regulatory agency approvals, the planned timing of construction is currently 2026. However, this will be confirmed in coordination with the timing of other major infrastructure projects and in recognition of traffic management requirements.

Coordination with adjacent projects, property owners, utilities, and regulatory agencies is planned early in the design process. Network traffic management and a communications plan will be developed during detailed design to inform users, outline potential detours and instruct traffic movement.

### **3.3 Consultant Procurement Process**

The consultant selection process for this assignment has been initiated in accordance with Section 15.2 (e) of the City's Procurement of Goods and Services Policy, which states:

- e. Assignments for complex projects, or projects with estimated consulting fees greater than the CFTA threshold for goods and services limit as amended, shall be awarded based on a two (2) stage process with the first stage being an open, publicly advertised expression of interest/pre-qualification stage (REOI/RFPQ), and the second being a RFP of the short-listed firms, of which there shall be a minimum of three (3) qualified firms stating their approach to the proposed project and their experience and knowledge of projects similar in nature.

The procurement process for this project has followed the two-stage process with the first stage being an open, publicly advertised pre-qualification stage under RFPQ-2023-800. Subsequently, an engineering consultant shortlist comprised of three firms was developed and these consultants were invited to submit proposals and work plans under RFP 2024-273. Proposals were received from two consultants on September 27, 2024. The selection committee evaluated the proposals against an established evaluation criteria which included an understanding of project objectives, methodology, approach, schedule, team member's qualifications, and experience and performance on similar projects.

The evaluation committee determined that the submission from R.V. Anderson Associates Limited provides the best value and meets all requirements. R.V. Anderson Associates Limited has experienced project team members with the required qualifications. The consultant's proven performance on other similar projects combined with a strong project proposal determined their suitability for this assignment. The consultant will be considered for future project phases subject to performance.

### **4.0 Financial Impact**

Funds are identified in the current capital budget for the engineering, detailed design, and tendering work for the Hamilton Road / Old Victoria Road / Commissioners Road East intersection improvements as per the Source of Financing attached as Appendix A.

## **Conclusion**

Improvements to the Hamilton Road / Old Victoria Road / Commissioners Road East intersection are required to accommodate increasing traffic volumes and provide safe

and efficient multi-modal mobility in the area. The improvements will include a new multi-lane roundabout with improved connectivity and enhanced safety for all users.

R.V. Anderson Associates Limited has demonstrated a comprehensive understanding of the requirements for this project. Based on the evaluation of their submitted proposal, it is recommended that R.V. Anderson Associates Limited be appointed to undertake the detailed design and tendering work for the Hamilton Road/Old Victoria Road and Commissioners Road East intersection improvement project in the amount of \$621,165 excluding HST, in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy. In accordance with the Procurement of Goods and Services Policy, City Council approval is required for this consultant appointment.

**Prepared by:** **Garfield Dales, P. Eng., Division Manager,  
Transportation Planning and Design**

**Submitted by:** **Doug MacRae, P. Eng., MPA, Director, Transportation  
and Mobility**

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

c: Henry Huotari, R.V. Anderson Associates Limited  
Paul Yanchuk, City of London  
Erik Guil, City of London  
Steve Mollon, City of London

Appendix A: Source of Financing Report

**Appendix "A"**

#24199

November 12, 2024

(Appoint Consulting Engineer)

Chair and Members

Civic Works Committee

RE: RFP-2024-273 Hamilton Road/Old Victoria Road and Commissioners Road Intersection Improvements

(Subledger RD240009)

Capital Project TS1330 - Intersection-Hamilton-Commissioners (Roundabout)

R.V. Anderson Associates Limited. - \$621,165.00 (excluding HST)

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**Finance Supports Report on the Sources of Financing:**

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

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
Engineering	1,043,930	17,772	632,097	394,061
<b>Total Expenditures</b>	<b>\$1,043,930</b>	<b>\$17,772</b>	<b>\$632,097</b>	<b>\$394,061</b>

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**Sources of Financing**

Debenture Quota (Note 1)	130,491	2,221	79,012	49,258
Drawdown from City Services Road Reserve Fund	913,439	15,551	553,085	344,803
<b>Total Financing</b>	<b>\$1,043,930</b>	<b>\$17,772</b>	<b>\$632,097</b>	<b>\$394,061</b>

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**Financial Note:**

Contract Price	\$621,165
Add: HST @13%	80,751
Total Contract Price Including Taxes	701,916
Less: HST Rebate	-69,819
Net Contract Price	\$632,097

**Note 1: Note to City Clerk:** Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1330 - Intersection - Hamilton - Commissioners (Roundabout) for the net amount to be debentured of \$130,491

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Jason Davies  
Manager of Financial Planning & Policy  
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## Report to Civic Works Committee

**To:** Chair and Members  
Civic Works Committee

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

**Subject:** Appointment of Consulting Engineers for the Infrastructure  
Renewal Program: Round 4

**Date:** November 12, 2024

## Recommendation

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions **BE TAKEN** with respect to the appointment of consulting engineers for the Infrastructure Renewal Program:

- (a) The following consulting engineers **BE APPOINTED** to carry out consulting services for the identified projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy:
  - (i) Spriet Associates London Limited **BE APPOINTED** consulting engineers to complete the pre-design, and detailed design for the reconstruction of Childers Street, from Brydges Street to Wilton Avenue, and Wilton Avenue, from Childers Street to Ashland Avenue in the total amount of \$242,145.20 (including contingency), excluding HST;
  - (ii) Development Engineering (London) Limited **BE APPOINTED** consulting engineers to complete the pre-design, and detailed design for the reconstruction of Bridle Path, from Kipps Lane to north limit, and Country Lane, from Kipps Lane to Bridle Path in the total amount of \$272,107.00 (including contingency), excluding HST;
- (b) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix 'A';
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (d) the approval given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract; and
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

## Executive Summary

The Infrastructure Renewal Program is an annual program intended to maintain the lifecycle and operation of municipal infrastructure at an acceptable performance level. The engineering consultants work with city staff to complete the Infrastructure Renewal Program projects and meet the challenging infrastructure lifecycle replacement needs.

This report recommends the award of engineering consultant appointments to support the reconstruction of an estimated \$6,500,000 of capital infrastructure in 2026. Project location maps are attached in Appendix 'B'.

## Linkage to the Corporate Strategic Plan

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

- Climate Action and Sustainable Growth:
  - The infrastructure gap is managed for all assets; and
  - London's infrastructure is built, maintained, and secured to support future growth and protect the environment.

# Analysis

## 1.0 Background Information

### 1.1 Previous Reports Related to this Matter

- CWC – May 28, 2018 – Revised Grouped Consultant Selection Process
- CWC – April 9, 2024 – Appointment of Consulting Engineers for the Infrastructure Renewal Program
- CWC – June 11, 2024 – Appointment of Consulting Engineers for the Infrastructure Renewal Program: Round 2
- CWC – July 16, 2024 – Appointment of Consulting Engineers for the Infrastructure Renewal Program: Round 3

## 2.0 Discussion and Considerations

### 2.1 Work Description

The Infrastructure Renewal Program projects include watermain and sewer replacement/repairs, as well as restoration of areas disturbed by construction. The scope of each project varies in length and depends on the infrastructure components requiring rehabilitation or replacement. Full road reconstruction will be part of the projects.

The City infrastructure design groups within each service area work closely together to co-ordinate infrastructure repair, rehabilitation, and replacement. City staff prepare a list of the highest priority projects, taking into consideration condition assessment, capacity, criticality of the infrastructure link, and the safety and social impacts should the infrastructure link fail. City staff meet regularly throughout the year to co-ordinate their respective work with the goal of aligning construction projects so more than one infrastructure element can be renewed, which significantly reduces social disruption and saves on construction costs. Design work starts early in the budget cycle which allows projects to tender early in the season, so the most competitive construction pricing can be realized.

This report recommends the appointment of engineering consultants for two engineering assignments. A location map is provided for each project in Appendix 'B'.

Highlights of the projects are:

- Childers Street and Wilton Avenue reconstruction includes the installation of a new municipal storm sewer which will result in the removal of 261.7 meters of combined sewer, along with renewal of water infrastructure and new concrete curb and gutters; and
- Bridle Path and Country Lane reconstruction will proactively replace water and sewer infrastructure that has significantly deteriorated in condition and requires replacement to ensure reliable service for residents.

Funds have been budgeted in the water and wastewater capital budgets to support the engineering work for the projects identified in Appendix 'A,' 'Sources of Financing.' The design fees for the new projects, recommended for approval in this report, are summarized in Table 1 below. All values below include 10% contingency and exclude HST.

Table 1: Summary of Project Assignments

Street(s)	Consultant	Design Fee	Construction Administration Fee	Total Fee
Childers Street and Wilton Avenue	Spriet Associates London Limited	\$242,145.20	-	\$242,145.20
Bridle Path and Country Lane	Development Engineering (London) Limited	\$272,107.00	-	\$272,107.00

## 3.0 Financial Impact/Considerations

### 3.1 Procurement Process

The engineering consultant selection procedure for the Infrastructure Renewal Program utilized a grouped consultant selection process developed in partnership with the Financial Services - Purchasing and Supply Division, subsequently approved by Council June 12, 2018 and is used for all Infrastructure Renewal Program consultant appointments. This two-stage grouped procurement process is in accordance with Section 15.2(e) of the Procurement of Goods and Services Policy.

The first stage of the process is an open, publicly advertised Request for Qualifications. Statement of Qualifications submissions were received from a province wide group of nineteen prospective consultants. The Statement of Qualifications were evaluated by the Environmental Engineering Services Department resulting in a short-list group of eleven engineering consulting firms.

The second stage of the process is a competitive Request for Proposal. Consultants from the short listed group are invited to submit a formal proposal to undertake a specific engineering assignment. Three consultants were invited to submit a proposal for each of the identified project assignments.

An evaluation of the proposals was undertaken by the Environment and Infrastructure Department including both a technical and cost component. Engineering consultants are recommended based on their knowledge and understanding of project goals, their experience on directly related projects, their project team members, capacity and qualifications, and overall project fee.

## Conclusion

Replacing aging watermains and sewers is essential to maintain reliable infrastructure networks. The recommended engineering consultant assignments for the Infrastructure Renewal Program support the replacement and upgrading of London's aging infrastructure. The projects discussed within this report have been identified as high priority due to the age, poor condition and associated risk of failure associated with the infrastructure.

All the firms recommended through this engineering consultant appointment have shown their competency and expertise with infrastructure replacement projects of this type.

**Prepared by:** Kyle Chambers, P.Eng.  
Division Manager, Sewer Engineering

**Submitted by:** Ashley Rammeloo, MMSc, P.Eng.  
Director, Water, Wastewater, and Stormwater

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

cc: D. Gough, K. Johnson, A. Rozentals, I. Harris

Appendix 'A' – Sources of Financing

Appendix 'B' – Location Map

**Appendix "A"**

#24204

November 12, 2024  
(Appoint Consulting Engineers)

Chair and Members  
Civic Works Committee

RE: Infrastructure Renewal Program: Round 4  
Capital Project EW376523 - Infrastructure Renewal Program - Watermains  
Capital Project ES241423 - Infrastructure Renewal Program - Sanitary Sewers  
Capital Project ES254023 - Infrastructure Renewal Program - Stormwater Sewers and Treatment  
Spriet Associates London Limited - \$242,145.20 (excluding HST) (Subledger WS25C007)  
Development Engineering (London) Limited - \$272,107.00 (excluding HST) (Subledger WS25C010)

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**Finance Supports Report on the Sources of Financing:**

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

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
<b>EW376523 - Infrastructure Renewal Program - Watermains</b>				
Engineering	2,974,905	1,833,512	209,322	932,071
Construction	17,725,306	17,331,958	0	393,348
Relocate Utilities	1,457	0	0	1,457
City Related Expenses	993	993	0	0
<b>EW376523 Total</b>	<b>20,702,661</b>	<b>19,166,463</b>	<b>209,322</b>	<b>1,326,876</b>
<b>ES241423 - Infrastructure Renewal Program - Sanitary Sewers</b>				
Engineering	2,131,465	1,631,864	156,992	342,609
Engineering (Utilities Share)	106,054	106,054	0	0
Land Acquisition	5,000	5,000	0	0
Construction	12,882,206	12,083,887	0	798,319
Construction (Utilities Share)	1,168,347	1,168,347	0	0
City Related Expenses	1,098	1,098	0	0
<b>ES241423 Total</b>	<b>16,294,170</b>	<b>14,996,250</b>	<b>156,992</b>	<b>1,140,928</b>
<b>ES254023 - Infrastructure Renewal Program - Stormwater Sewers and Treatment</b>				
Engineering	1,916,539	1,176,521	156,991	583,027
Construction	11,428,354	11,428,354	0	0
City Related Expenses	100,000	1,984	0	98,016
<b>EW376523 Total</b>	<b>13,444,893</b>	<b>12,606,859</b>	<b>156,991</b>	<b>681,043</b>
<b>Total Expenditures</b>	<b>\$50,441,724</b>	<b>\$46,769,572</b>	<b>\$523,305</b>	<b>\$3,148,847</b>

**Sources of Financing**

<b>EW376523 - Infrastructure Renewal Program - Watermains</b>				
Capital Water Rates	12,193,444	12,193,444	0	0
Drawdown from Water Works Renewal Reserve Fund	7,084,217	5,548,019	209,322	1,326,876
Canada Community-Building Fund	1,425,000	1,425,000	0	0
<b>EW376523 Total</b>	<b>20,702,661</b>	<b>19,166,463</b>	<b>209,322</b>	<b>1,326,876</b>
<b>ES241423 - Infrastructure Renewal Program - Sanitary Sewers</b>				
Capital Sewer Rates	9,471,479	9,471,479	0	0
Drawdown from Sewage Works Renewal Reserve Fund	3,298,290	2,000,370	156,992	1,140,928
Canada Community-Building Fund	2,250,000	2,250,000	0	0
Other Contributions	1,274,401	1,274,401	0	0
<b>ES241423 Total</b>	<b>16,294,170</b>	<b>14,996,250</b>	<b>156,992</b>	<b>1,140,928</b>
<b>ES254023 - Infrastructure Renewal Program - Stormwater Sewers and Treatment</b>				
Capital Sewer Rates	1,242,500	1,242,500	0	0
Drawdown from Sewage Works Renewal Reserve Fund	9,952,393	9,114,359	156,991	681,043
Canada Community-Building Fund	2,250,000	2,250,000	0	0
<b>EW376523 Total</b>	<b>13,444,893</b>	<b>12,606,859</b>	<b>156,991</b>	<b>681,043</b>
<b>Total Financing</b>	<b>\$50,441,724</b>	<b>\$46,769,572</b>	<b>\$523,305</b>	<b>\$3,148,847</b>

**Appendix "A"**

#24204

November 12, 2024  
(Appoint Consulting Engineers)

Chair and Members  
Civic Works Committee

RE: Infrastructure Renewal Program: Round 4  
Capital Project EW376523 - Infrastructure Renewal Program - Watermains  
Capital Project ES241423 - Infrastructure Renewal Program - Sanitary Sewers  
Capital Project ES254023 - Infrastructure Renewal Program - Stormwater Sewers and Treatment  
Spriet Associates London Limited - \$242,145.20 (excluding HST) (Subledger WS25C007)  
Development Engineering (London) Limited - \$272,107.00 (excluding HST) (Subledger WS25C010)

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	<b>EW376523</b>	<b>EW376523</b>	<b>EW376523</b>
<b>Financial Note (Total by Project)</b>	<b>Spriet</b>	<b>Development</b>	<b>Total</b>
Contract Price	\$96,858	\$108,843	\$205,701
Add: HST @13%	12,592	14,150	26,742
Total Contract Price Including Taxes	109,450	122,993	232,443
Less: HST Rebate	-10,887	-12,234	-23,121
Net Contract Price	\$98,563	\$110,759	\$209,322

	<b>ES241423</b>	<b>ES241423</b>	<b>ES241423</b>
<b>Financial Note (Total by Project)</b>	<b>Spriet</b>	<b>Development</b>	<b>Total</b>
Contract Price	\$72,644	\$81,632	\$154,276
Add: HST @13%	9,444	10,612	20,056
Total Contract Price Including Taxes	82,088	92,244	\$174,332
Less: HST Rebate	-8,165	-9,175	-17,340
Net Contract Price	\$73,923	\$83,069	\$156,992

	<b>ES254023</b>	<b>ES254023</b>	<b>ES254023</b>
<b>Financial Note (Total by Project)</b>	<b>Spriet</b>	<b>Development</b>	<b>Total</b>
Contract Price	\$72,643	\$81,632	\$154,275
Add: HST @13%	9,444	10,612	20,056
Total Contract Price Including Taxes	82,087	92,244	\$174,331
Less: HST Rebate	-8,165	-9,175	-17,340
Net Contract Price	\$73,922	\$83,069	\$156,991

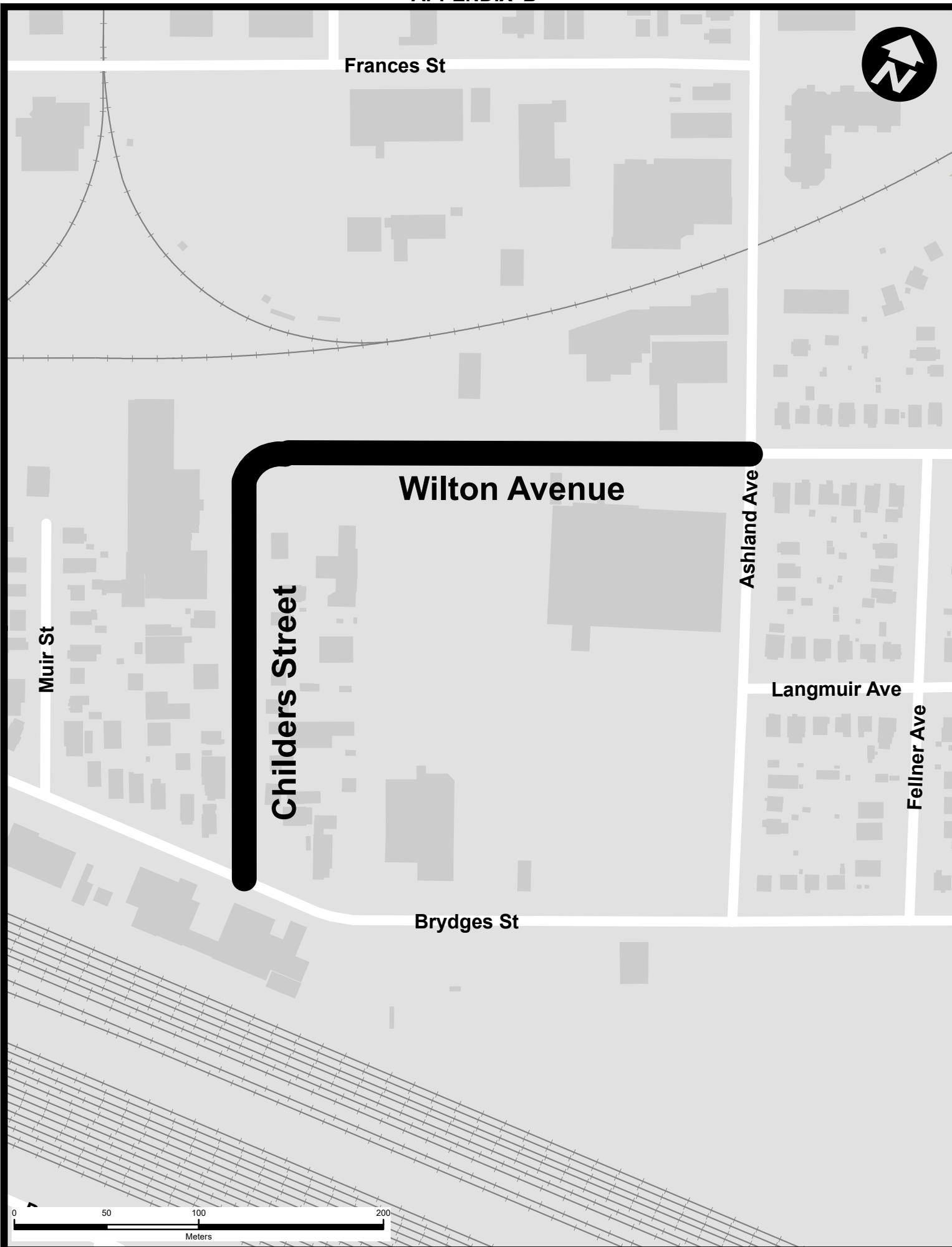
<b>Financial Note (Total by Company)</b>	<b>Spriet</b>	<b>Development</b>	<b>Total</b>
Contract Price	\$242,145	\$272,107	\$514,252
Add: HST @13%	31,480	35,374	66,854
Total Contract Price Including Taxes	273,625	307,481	\$581,106
Less: HST Rebate	-27,217	-30,584	-57,801
Net Contract Price	\$246,408	\$276,897	\$523,305

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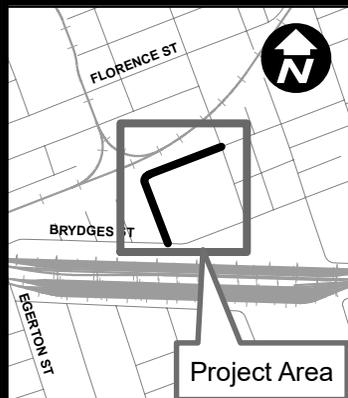
Jason Davies  
Manager of Financial Planning & Policy

ah

APPENDIX 'B'



LOCATION MAP



2026 Infrastructure Renewal Program

Childers Street from Brydges Street to Wilton Avenue  
Wilton Avenue from Childers Street to Ashland Avenue

Map Produced by  
the Sewer  
Engineering  
Division  
September 6, 2024 CM



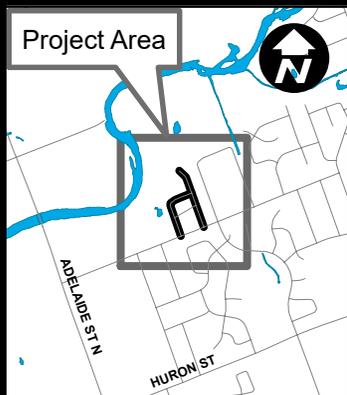
London  
CANADA  
300 Dufferin Avenue,  
PO Box 5035  
London, Ontario  
N6A 4L9  
www.London.ca

 Approximate Project Limits

APPENDIX 'B'



LOCATION MAP



2026 Infrastructure Renewal Program

Country Lane from Kipps Lane to Bridle Path  
Bridle Path from Kipps Lane to north limit

Map Produced by  
the Sewer  
Engineering  
Division

September 6, 2024 CM



London  
CANADA

300 Dufferin Avenue,  
PO Box 5035  
London, Ontario  
N6A 4L9  
www.London.ca

Approximate Project Limits

## 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: City's Response to MTO Electric Kick-Scooter Pilot  
Extension**

**Date: November 12, 2024**

## Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, with respect to the provincial Ministry of Ontario (MTO)'s proposed extension of the Electric Kick-Scooter pilot:

- a) the attached comments to the Ministry of Transportation provided on September 26<sup>th</sup>, 2024 (Appendix A) **BE RECEIVED** for information at the Municipal Council meeting on November 26<sup>th</sup>, 2024;
- b) the attached proposed by-law amendment (Appendix B) **BE INTRODUCED** at the Municipal Council meeting to be held on November 26<sup>th</sup>, 2024, to amend By-law A.-8344-62, Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law, to come into force and effect on November 26<sup>th</sup>, 2024 for one year, to extend the pilot project for Electric Kick-Scooters to November 27<sup>th</sup>, 2025 as the Province has filed a Regulation allowing a pilot extension of up to five years; and
- c) Civic Administration **BE DIRECTED** to report back to Committee and Council in March 2025, on the electric kick-scooter (personal and shared services) data gathering, engagement, and enforcement work completed between May 2023 and December 2024.

## Executive Summary

Recently, the Province of Ontario, through the Ministry of Transportation Ontario (MTO), extended the Electric Kick-Scooter Pilot Program by five years to November 27<sup>th</sup>, 2029. Input from participating municipalities and the public was sought over a 30 day period, with a deadline of September 27<sup>th</sup>, 2024 to receive comments. The extension enables the MTO to gather additional data to support its review and analysis of electric kick-scooters, providing a clearer understanding of the program's impact and guiding future policy decisions.

Civic Administration submitted the attached comments during the comment period (Appendix A). It included three points:

- Support for the pilot extension for both personal electric kick-scooters and shared electric kick-scooter services as a way to continue to provide this transportation mode as an option, while continuing to study the program's outcomes.
- Request that the MTO provide further details to municipalities on pilot goals and expectations for the duration of the pilot program extension.
- Encourage MTO to consider other safe and appropriate micromobility vehicles not included in any ongoing pilot program.

If Council wished to extend the Electric Kick-Scooter pilot project beyond November 27, 2024, Council would have to pass an amending by-law to amend the Electric Kick-Scooter and Cargo Power-assisted Bicycle Pilot Project By-law (see draft in Appendix B).

Civic Administration is proposing the By-law be extended by one year, to November 27, 2025. It could be prolonged on an annual basis until the Pilot ends November 27, 2029. This would allow for annual review of collision data.

## Linkage to the Corporate Strategic Plan

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

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

The CEAP was approved by Council in April 2022 following the declaration of a climate emergency in 2019. The CEAP's Area of Focus 4 – Transforming Transportation and Mobility includes the following action:

*2 f. Review and determine types and appropriate level of support for micro-mobility (e.g., bike share) services.*

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Pertinent to this Matter

Relevant reports that can be found at [www.london.ca](http://www.london.ca) under Council meetings include:

- February 22, 2023, Electric Kick-Scooter and Cargo Power-assisted Bicycle Pilot Project By-law and By-law Amendments, Report to Civic Works Committee (CWC), Item 2.3
- June 21, 2022, Participation in Provincial E-scooter Pilot, Report to Civic Works Committee (CWC), Item 4.2

#### 1.2 Purpose

The purpose of this report is to share the comments that Civic Administration submitted to the provincial Electric Kick-Scooter pilot proposed extension as posted on the Environmental Registry of Ontario (ERO). The timeline to submit comments did not allow for Council direction.

If Council wishes to extend the permission for a further year (to November 27, 2025) to use Electric Kick-Scooters on certain highways (not sidewalks) and trails, paths and walkways or in a park (but not Hiking trails and Environmental Significant Areas and natural parks), Council will need to pass the attached amending by-law, contained in Appendix B.

### 2.0 Discussions and Considerations

The City opted into the pilot program for personal use of electric kick-scooters on March 7<sup>th</sup>, 2023. This involved passing a new by-law, the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law. The City also amended the Streets By-law, Traffic and Parking By-law, Parks and Recreation By-law, and Administrative Monetary Penalty System (AMPS) By-law to include electric kick-scooters.

City staff conducted counts of electric kick-scooters and observations on their use for the first season after the by-law came into effect. Staff implemented an awareness campaign, including e-scooter regulations, benefits of using e-scooters, and rules of the road. Education and awareness continue at levels that can be sustained with existing resources.

In addition to submitting City comments to the Province, City staff also shared the opportunity to connect with Londoners through social media, with the Integrated Transportation Community Advisory Committee and with other local advocacy groups.

## **2.1 Risk Management**

While electric kick-scooters offer many benefits, their use on city roads and pathways poses a liability risk for the City. Poor road conditions such as potholes, uneven surfaces, and debris can lead to accidents, potentially holding the City accountable for not maintaining safe roads. The City's maintenance strategy adheres to Ontario's Minimum Maintenance Standards (MMS) Regulation 239/02, which primarily focuses on municipal highways, including road surfaces and sidewalks. Although the regulation does not specifically address electric kick-scooters, the standards indirectly impact riders since they use the same roadways and pathways. Amendments to the MMS specific to electric kick-scooters may be considered if significant losses occur during the pilot program.

The Electric Kick-Scooter Pilot Program provides specific guidelines for municipalities regarding the use and regulation of electric kick-scooters. These guidelines include requirements for design, safety features, and operational rules, which municipalities must enforce to ensure the safety of all road users, including electric kick-scooter riders, and they serve as a reasonable level of risk control measures.

In addition to these requirements, the City is collecting data, including accident reports and claims information. Standardized incident coding with the London Police Service and London Health Science Centre is in place to evaluate liability impacts and inform future policy or pilot project adjustments. These data will support the City's risk management by providing insights into the safety and usage patterns of electric kick-scooters over time.

## **2.2 Potential By-law Amendment**

The City's Pilot Project by-law provisions for Electric Kick-scooters are scheduled to be repealed on November 27<sup>th</sup>, 2024. This date is in line with the Province's original revocation date of Ontario Regulation 389/19 "Pilot Project – Electric Kick-Scooters".

The Province has extended its Electric Kick-Scooter pilot project (by filing a new Regulation). There is no obligation on a municipality to extend the pilot project locally. If Council wishes to continue to permit personal electric kick-scooters on some City property, the City's Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law could be amended to allow the continued use of Electric Kick-Scooters on some City property. The attached draft by-law (Appendix B) could be introduced, if Council wishes, to continue the permission to use Electric Kick-Scooters on certain City property, for a further year, until November 27<sup>th</sup>, 2025.

With the Province's extension of its Electric Kick-Scooter pilot project, the City's Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law needs to continue to reflect the provincial regulations for electric kick-scooters.

## **3.0 Financial Impact/Considerations**

There are no financial considerations at this time.

## 4.0 Next Steps

City staff will continue to connect with other municipalities participating in the provincial pilot, learn from shared electric kick-scooter services, and participate in MTO-led meetings.

City staff will present a report to Committee and Council in March 2025 with Electric Kick-Scooter Pilot findings and learnings between May 2023 and December 2024. This report will also include Civic Administration comments on participating in future years of the provincial pilot.

## Conclusion

City staff submitted the comments in Appendix A. Based on the local experience so far, comments were supportive of the Ministry of Transportation's proposal to extend the Electric Kick-Scooter Pilot by five years to allow for more data collection and learnings.

The amending by-law (Appendix B) also presented in this report will ensure that the use of e-scooters in London continues to follow provincial regulations for the next year. A future report to Committee and Council would be required to amend for additional years.

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

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

**Prepared and Submitted by:** Jay Stanford, MA, MPA, Director  
Climate Change, Environment & Waste Management

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

Appendix A City of London Response to Proposed Extension of Provincial Electric Kick-Scooter Pilot

Appendix B A by-law to amend the Electric Kick-Scooter and Cargo Power-assisted Bicycle  
By-law A.8344-62

## **Appendix A**

### **City of London Response to Proposed Extension of Provincial Electric Kick-Scooter Pilot**

#### **City of London's Position**

On March 7, 2023, the City of London (the City) opted into the e-scooter pilot program to allow the use of personal e-scooters on roads, bike lanes, and multi-use paths. The City recognizes that e-scooters can play a role in achieving emissions reduction goals outlined in its Climate Emergency Action Plan as well as mode share targets set in the Mobility Master Plan (under development). Permitting e-scooters for personal use provides Londoners with an additional, affordable transportation option to get to their destination or to connect to other transportation modes without driving.

1. The City of London supports extending the pilot program for both personal e-scooters and shared e-scooter services as a way to continue to provide this transportation mode as an option, while continuing to study the program's outcomes and inform future policy direction that considers all road users' safety and mobility. It is essential that MTO and participating municipalities develop a more comprehensive approach to collect and analyze data and make an evidence-based decision(s) at the provincial level on the long-term regulation of personally-owned e-scooters.

Rationale - Currently, individual municipalities that have opted into the pilot program can determine some details of the by-law, allowing for potential discrepancies of e-scooter rules across Ontario municipalities. It is key that e-scooter rules are consistent across the province as this mode of transportation is very portable. It is important that e-scooter use is thoroughly evaluated to develop long-term regulation that fits the needs of all road users.

2. The City of London requests the MTO provide further details to municipalities on pilot goals and expectations for the duration of the pilot program extension to gain a better understanding of what is required of municipalities and what municipalities can expect from the MTO.

Rationale - The current pilot program has provided learnings on data collection and analysis needs for MTO to establish a formalized data collection and analysis framework. The MTO should provide details in advance to participating municipalities as to what data will be needed, when it will be needed, and how it will be used and analyzed for decision-making. Additionally, a framework and plan for increased engagement with participating municipalities should be developed to improve collaboration on data collection program improvement.

3. The City of London encourages MTO to consider other micromobility vehicles, either included or not included in other pilot programs, and consider the implications of not including them in the regulation or collecting data on them in the next five years.

Rationale - Micromobility vehicles, including models of e-scooters not included in the current e-scooter pilot (e.g., electric unicycles), continue to be sold and rise in popularity, despite no regulation or formal data collection and analysis program.

By way of an example, we know that MTO is testing golf carts on certain roads on Pelee Island and in Huron-Kinloss. It is also worth noting that golf carts or golf cart-like vehicles are already in use in some North American jurisdictions and others are considering the merits.

**APPENDIX B**  
**A by-law to amend the Electric Kick-Scooter and Cargo Power-assisted Bicycle By-law A.8344-62**

Bill No.  
2024

By-law No. A.-8344-62 ()

A By-law to amend By-law A.-8344-62 entitled, "A by-law to establish a Pilot Project for Electric Kick-Scooters and for Cargo Power-Assisted Bicycles, for use on highways and bicycle lanes, (not sidewalks) in the City of London".

WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8 ("*Highway Traffic Act*") provides in Part XVI s. 228 that the Lieutenant Governor in Council may by regulation authorize or establish a project for research into or testing or evaluation of any matter governed by the *Highway Traffic Act* or relevant to highway traffic;

AND WHEREAS the *Highway Traffic Act* establishes in section 228(8) that every person who contravenes a regulation made under that section is guilty of an offence and on conviction is liable to a fine of not less than \$250 and not more than \$2,500;

AND WHEREAS Ontario Regulation 389/19 entitled "Pilot Project – Electric Kick-Scooters" established a pilot project to evaluate the use and operation of electric kick-scooters, which was to be revoked on November 27, 2024;

AND WHEREAS Ontario Regulation 389/19 was amended as of October 25, 2024 to change the date of the revocation of the regulation from November 27, 2024 to November 27, 2029

AND WHEREAS this Pilot Project prohibits the use of Electric Kick-Scooters on a highway, sidewalk, trail, path or walkway or in a public park or exhibition ground under municipal jurisdiction unless such operation is permitted by the Regulation, and where such operation is permitted by a municipal by-law;

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 4, Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; in paragraph 5, Economic, social and environmental well-being of the municipality, including respecting climate change; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; and in paragraph 10, Structures, including fences and signs;

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

1. Schedule 1 of By-law No. A.-8344-62 is deleted and replaced with the new Schedule 1, attached as Schedule 1 to this by-law.
2. Section 5.1 of By-law No. A.-8344-62 is deleted and replaced with the following new section 5.1:
  - 5.1 (1) On November 27, 2025, section 2.1 of By-law No. A.-8344-62 is amended by:
    - (i) deleting the phrase “an Electric Kick-Scooter or”; and
    - (ii) inserting a new section 2.1.1 as follows:
      - 2.1.1 No person shall operate an Electric Kick-Scooter on municipal property.
  - (2) On November 27, 2025, the entirety of subsection 3.1(1) and subsection 3.1(2) are repealed.
3. This amending By-law shall come into force and effect on November 26, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on November 26, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – November 26, 2024  
Second Reading – November 26, 2024  
Third Reading – November 26, 2024

## 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:** Federation of Canadian Municipalities Green Municipal  
Fund Agreement for Secure Bike Parking Administration  
Options Feasibility Study

**Date:** November 12, 2024

## Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the attached proposed by-law (Appendix “A”) BE INTRODUCED at the Municipal Council meeting on November 26th to:

- a) **APPROVE** the Green Municipal Fund Grant Agreement, DFC-23-0393, (“Agreement”) between the Federation of Canadian Municipalities (“FCM”) and The Corporation of the City of London for the provision of funding to evaluate options for secure bike parking facility design and administration on public and private property attached as Schedule “1”;
- b) **AUTHORIZE** the Mayor and Clerk to execute the Agreement; and
- c) **AUTHORIZE** the Deputy City Manager, Environment & Infrastructure, as the Duly Authorized Officer to approve and execute any forms or documents on the City’s behalf necessary to fulfill the City’s reporting obligations under the Agreement.

## Executive Summary

The Federation of Canadian Municipalities (FCM) offers funding through their Green Municipal Fund (GMF) program to help Canadian municipalities by providing grants, loans, innovative financing, and other supports.

The Climate Emergency Action Plan (CEAP) specifically refers to the need for a city-wide bike parking plan, including secure bike parking services. Secure bike parking will also play a key role in achieving the mode share targets for London’s upcoming Mobility Master Plan. This project will evaluate options for the deployment and administration of a variety of publicly available secure bike parking facilities on public and private property. The total cost of this project is \$42,960 and is being covered by existing City funds.

City staff have applied to and received an offer of up to \$25,600 funding from the FCM GMF program to assist with this work.

## Linkage to the Corporate Strategic Plan

Municipal Council recognizes the importance of climate change mitigation, sustainable energy use, related environmental issues and the need for a more sustainable and resilient city in its 2023-2027 Strategic Plan for the City of London. Specifically, London’s efforts in both climate change mitigation and active transportation address these areas of the Strategic Plan, at one level or another:

- Reconciliation, Equity, Accessibility and Inclusion
- Economic Growth, Culture, and Prosperity
- Mobility and Transportation
- Wellbeing and Safety

- Climate Action and Sustainable Growth
- Well-Run City

The CEAP was approved by Council in April 2022 following the declaration of a climate emergency in 2019. The CEAP's Area of Focus 4 – Transforming Transportation and Mobility includes the following action:

*2.h. Finalize and implement a city-wide bike parking plan, including neighbourhood bike parking and secure bike parking services.*

Secure bike parking is also part of the Mobility Master Plan (under development), specifically a proposed action to grow the availability of accessible and secure bike parking city-wide. Increased access to secure bike parking is essential to support the implementation of cycling facilities. Without a safer place to store one's bike, many cyclists, or would-be cyclists, will choose not to ride for more trips. This FCM project is an important step in putting people of all ages first by supporting them to make more trips by bike.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Pertinent to this Matter

Relevant reports that can be found at [www.london.ca](http://www.london.ca) under Council meetings include:

- August 15, 2024, 2023 Climate Emergency Action Plan Progress Report, Report to the Strategic Priorities and Policy Committee (SPPC), Item 4.1
- March 30, 2021, Cycling and Transportation Demand Management Upcoming Projects, Report to Civic Works Committee (CWC), Item 2.12

#### 1.2 Purpose

The purpose of this report is to approve the Agreement between the City and the FCM to receive GMF program funding to evaluate options for the deployment and administration of a variety of publicly available secure bike parking facilities on public and private property.

### 2.0 Discussions and Considerations

The Federation of Canadian Municipalities (FCM) offers funding through their Green Municipal Fund (GMF) program to help Canadian municipalities to accelerate a transformation to resilient, net-zero communities by providing grants, loans, innovative financing, leveraged investments, capacity building, and strategic support.

The Climate Emergency Action Plan (CEAP) specifically refers to the need for a city-wide bike parking plan, including neighbourhood bike parking and secure bike parking services. A bike parking plan as input into the Mobility Master Plan (MMP) is in development and will be available in early to mid-2025.

Secure bike parking will also play a key role in achieving the mode share targets for London's upcoming Mobility Master Plan. Community engagement for the Mobility Master Plan (under development) has identified the lack of secure bike parking as one of the top three barriers to increasing cycling mode shares in London.

The project's evaluation of design and administration of secure bike parking facilities will include both public and private property. It will also include options for the following Urban Place Types as per The London Plan:

- Downtown London
- Transit Villages
- Rapid Transit & Urban Corridors
- Shopping Areas
- Main Streets
- Institutional
- Industrial

There have been several recent secure bike parking actions that support this FCM project, including:

- In 2024, the City of London is partnering with local groups to test valet bike parking at special events. This form of temporary secure bike parking will help inform the FCM project and the development of city-wide secure bike parking.
- In 2023, the City of London completed a small-scale pilot project with bike lockers in three locations downtown (12 hourly rental lockers and 6 monthly locker rentals). The City of London is continuing their operation while continuing to gather learnings.
- In 2020, Western University deployed a secure bike compound (capacity of 60 bikes) for use by both staff and students. They soon followed up with a secure bike room inside one of the campus buildings. Both are administered by Western's Parking Services.

Funding for capital costs associated with secure bike parking facilities connected to the Rapid Transit project has been received from the Investing in Canada Infrastructure Program (ICIP).

This feasibility study will review and summarize how leading municipalities in Canada and the United States provide publicly accessible secure bike parking:

- What types of secure bike parking are provided
- What level of security is provided at these facilities
- Where secure bike parking is provided
- Who administers it
- How it is funded

The study will provide an evaluation of options for the City of London to provide secure bike parking, including:

- How secure bike parking facilities could be administered (e.g., City-owned, City-funded "Bike Parking Authority" agency, public-private partnership, non-profit);
- How capital costs for secure bike parking facilities could be provided (e.g., federal/provincial infrastructure funds, municipal budget, municipal vehicle parking fees, commercial parking levy);
- How operating costs for secure bike parking facilities could be covered (e.g., user fees, municipal budget, municipal vehicle parking revenue, commercial parking levy);
- How equity considerations for accessing secure bike parking facilities could be provided (e.g., alternatives to relying on mobile devices and/or credit cards for access, discounted fees, locations that serve equity-denied communities); and
- Estimating the potential contribution of the provision of secure bike parking services towards achieving the Mobility Master Plan's goal for increasing active travel mode share along with the associated greenhouse gas emissions reduction benefit.

The study will provide findings and next steps, including a timeline and options, including challenges and opportunities, for integrating publicly accessible secure bike parking with that provided on private property.

The City of London selected Take Consulting to carry out this project after a competitive Request for Proposals process. The study will begin in November 2024 and be completed in April 2025.

## **2.1 Risk Management**

In Schedule 'A' of the Agreement, Article 15.3 – Indemnification requires the City to indemnify and hold harmless the FCM (including agents, appointees and employees) from and against any loss or proceeding, unless solely caused by their gross negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the agreement outweigh the risks. The City mitigates these risks through project management and control measures, liability transfers and applicable insurance.

## **3.0 Financial Impact/Considerations**

The total cost of the project is \$42,960 plus HST and is being covered by existing City budget (capital account EV 6020).

City staff have applied to and received an offer of up to \$25,600 funding (50% of total eligible project costs including in-kind staff time) from the FCM GMF Program to assist with this work.

## **4.0 Conclusion**

Participating in eligible funding programs such as the FCM GMF Program will be key to being able to implement London's Climate Emergency Action Plan in a matter that leverages City expenditures to access additional funds.

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

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

**Prepared and Submitted by:** Jay Stanford, MA, MPA, Director  
Climate Change, Environment & Waste Management

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

Appendix A: A By-law to approve the Green Municipal Fund Grant Agreement, DFC-23-0393, with the Federation of Canadian Municipalities for the purpose of evaluating options for the deployment and administration of a variety of publicly available secure bike parking facilities on public and private property.

## APPENDIX A

Bill No.

By-law No.

A By-law to approve the Green Municipal Fund Grant Agreement, DFC-23-0393 ("Agreement"), with the Federation of Canadian Municipalities for the purpose of evaluating options for the deployment and administration of a variety of publicly available secure bike parking facilities on public and private property; and to authorize the Mayor and City Clerk to act on behalf the City of London and execute the Agreement.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 9 of the Municipal Act, 2001 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 section 10 of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and may pass by-laws respecting economic, social and environmental well-being of the municipality, and may pass by-laws respecting services and 'things the municipality is authorized to provide';

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law:

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

1. The Agreement, attached as Schedule 1, to be entered into between The Corporation of the City of London and the Federation of Canadian Municipalities for the purpose of evaluating options for the deployment and administration of a variety of publicly available secure bike parking facilities on public and private property is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. The Deputy City Manager, Environment & Infrastructure, is the Duly Authorized Officer to approve and execute any forms or documents on the City's behalf necessary to fulfill the City's reporting obligations under the Agreement.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council November 26, 2024.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading – November 26, 2024  
Second reading – November 26, 2024  
Third reading – November 26, 2024

## Schedule 1



**GREEN MUNICIPAL FUND GRANT AGREEMENT  
 DFC-23-0393**

This Grant Agreement is hereby made and entered into

**BETWEEN:**

**FEDERATION OF CANADIAN MUNICIPALITIES**, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund (“**GMF**”), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

(“**FCM**”)

and

**THE CORPORATION OF THE CITY OF LONDON**, an Ontario corporation and having a place of business at 300 Dufferin Avenue, London, ON, N6A 4L9.

(“**Recipient**”)

FCM and the Recipient shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties (“**Agreement**”) and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (“**Effective Date**”) and shall end on August 29, 2027 (“**Term**”) unless earlier terminated in accordance with the provisions of the Agreement.

**The following Schedules are attached and incorporated in the Agreement by reference:**

- |  |  |
|--|--|
| Schedule A – General Terms and Conditions        | Schedule C – Recipient’s Specific Terms and Conditions |
| Schedule B – Eligible and Ineligible Costs Table | Schedule D – Request for Contribution Template         |
|  | Schedule E – Project Progress Report Template          |
|  | Schedule F – Project Completion Report Template        |

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

**FEDERATION OF CANADIAN MUNICIPALITIES**

**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_  
 Catherine Gardner  
 Director, Client and Funding Services, GMF

Per: \_\_\_\_\_  
 Josh Morgan  
 Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
 Michael Schulthess  
 City Clerk

Date: \_\_\_\_\_



**SCHEDULE A - GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

Whenever used in the Agreement and unless the context otherwise requires, the following terms have the following meanings:

“**Advanced Contribution**” means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

“**Confidential Information**” has the meaning ascribed thereto in Section 8.3 of this Schedule A;

“**Contribution**” means each individual disbursement of the Grant Amount, as set forth in Schedule C;

“**Eligible Costs**” means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

“**Expense Claim**” means the expense claim in the form of the Project Workbook;

“**FCM’s Accessibility Guidelines**” means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Project Progress Report(s), Project Completion Report and Final Deliverable, to ensure that such reports are accessible to people with disabilities;

“**Final Contribution**” means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

“**Final Deliverable**” means the final version of the plan or the final version of the report summarizing the results and activities undertaken in conducting the study or the pilot project, as applicable, as described in Schedule C;

“**GAAP**” means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

“**Material Change**” means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

“**Project**” means the plan, feasibility study or pilot project, as applicable, as described in Schedule C;

“**Project Workbook**” means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

“**Request for Contribution**” means the request for Contribution, in the form of Schedule D.

**2. GRANT**

2.1 Grant Purpose - FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project (“**Grant**”).

2.2 Grant Amount - Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the “**Grant**”).

**Amount**”), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

- 2.3 Grant Expiration Date – In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.
- 2.4 Grant Disbursement – FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM’s conditions, to FCM’s satisfaction.
- 2.5 Advanced Contribution – FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM’s sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM’s Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

**3. OBLIGATIONS OF THE RECIPIENT**

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

**4. ELIGIBLE COSTS**

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

**5. RECORD-KEEPING and AUDIT**

- 5.1 Record-keeping – The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) **safekeep all such records for at least seven (7) years after the end of the Term.**
- 5.2 Audit – The Recipient shall: (i) upon FCM’s request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and

records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

## 6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; (ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

## 7. COPYRIGHT

7.1 Copyright – Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the “**Recipient Documentation**”) will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.

7.2 License – The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.

7.3 Interview – FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

## 8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

8.1 Public Recognition – The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:

“© 20XX, The Corporation of the City of London. *All Rights Reserved.*”

*This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”*

- 8.2 Communication – The Recipient shall comply with FCM’s bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM’s public website or through other social media tools and made available through other mediums and in various formats (the **“Interview”**).
- 8.3 Confidentiality – All processes, documents, data, plans, material, policies or information pertaining to either Party’s operations which is obtained by the other Party (**“Receiving Party”**) or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, (**“Confidential Information”**) shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.
- 8.4 Two versions of confidential reports – The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM’s public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

**9. REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient’s constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

**10. TERMINATION OF THE AGREEMENT**

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

**11. EFFECT OF TERMINATION**

(a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.

(b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

**12. SAVING OF RIGHTS**

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

**13. APPROPRIATIONS**

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

**14. NO BRIBES**

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**15. RELEASE AND INDEMNIFICATION**

15.1 Acknowledgment - The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

15.2 Release - the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.

15.3 Indemnification - The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

15.4 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

15.5 FCM's Limited Liability – In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.

15.6 Further Assurances - The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

**16. GENERAL**

16.1 Notices and Requests – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to

have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 16.2 Relationship of the Parties - The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 16.3 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.
- 16.4 Choice of Language - It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 16.5 Governing Law -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.6 Choice of Forum - The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.
- 16.7 Effectiveness - The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.
- 16.8 Successors and Assigns - The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.
- 16.9 Severability - If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 16.10 Waiver of Rights - Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 16.11 Entire Agreement - The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
- 16.12 Headings - Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
- 16.13 Gender and Number - All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.

- 16.14 Counterparts - The Agreement may be executed and delivered (including by email transmission or by Portable Document Format (“PDF”)) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.
- 16.15 Survival - The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

**SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE**

<p><b>Expenses that are eligible for partial reimbursement or for an Advanced Contribution must be:</b></p> <ul style="list-style-type: none"> <li>incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).</li> <li>invoiced directly to your organization.</li> <li>an integral and an essential component of the initiative required to achieve the environmental objective.</li> <li>actually and reasonably incurred in accordance with applicable industry standards.</li> <li>Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</li> </ul> <p>FCM reserves the right to audit financial statements or expenses incurred at a future date. <b>Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, for at least seven years.</b> Financial records must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.</p>		
Cost Category	Eligible Costs	Ineligible Costs
<b>Section A: Costs incurred prior to date application received by FCM</b>		
(1) Pre-application	Costs to write the GMF application incurred up to 90 days prior to application receipt date	All other costs incurred prior to application receipt date
<b>Section B: Costs incurred after date application received by FCM</b>		
(2) Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: <ul style="list-style-type: none"> <li>communication costs (e.g. long-distance calls)</li> <li>permits or certifications required for the Project</li> <li>printing or photocopying by outside suppliers</li> <li>acquisition of documents used exclusively for the project</li> <li>document translation</li> </ul>	Office space, supplies and general overhead costs incurred in the ordinary course of business.
(3) Advertising	Advertising costs essential to communicating the project to the public, as well as Project evaluation such as: <ul style="list-style-type: none"> <li>fees for advertising development</li> <li>fees for media distribution</li> <li>website development</li> <li>public surveys</li> </ul>	<ul style="list-style-type: none"> <li>Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the Project</li> <li>Promotional items</li> </ul>
(4) Capital (Pilot Projects Only)	Rental or purchase of equipment or assets which are essential for conducting the small-scale activity. This would include specialized system hardware and software, construction costs, materials, renovation and modernization costs, and installations costs	<ul style="list-style-type: none"> <li>Any major capital costs</li> <li>Purchase or lease of real property</li> </ul>
(5) Equipment rental	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.

(6) In-kind	N/A	Any goods and services that are received through donation or in-kind.
(7) Meetings and public gatherings	Costs related to meetings and public gatherings that communicate the project to the public and that collect feedback, such as: <ul style="list-style-type: none"> <li>• facility rental</li> <li>• audiovisual equipment rental</li> </ul>	Any hospitality expenses such as: <ul style="list-style-type: none"> <li>• food, drink an alcohol</li> <li>• door prizes</li> <li>• entertainment</li> <li>• decorations, flowers, centrepieces</li> </ul>
(8) Services	Fees for professional or technical consultants and contractors.	Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada.
(9) Staff remuneration	Daily rates actually paid by the Eligible Recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: <ul style="list-style-type: none"> <li>• direct salaries: actual and justifiable sums paid by the Eligible Recipient to employees in accordance with the Eligible Recipient's pay scales as regular salary excluding overtime pay and bonuses.</li> <li>• fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ol style="list-style-type: none"> <li>a) time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and</li> <li>b) paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits</li> </ol> </li> </ul> <p><b>N.B. For private sector entities only, as determined by FCM, the value of the total staff remuneration cannot exceed 10% of the Project's Eligible Costs.</b></p>	<ul style="list-style-type: none"> <li>• In-kind contribution of services</li> <li>• Overtime pay</li> <li>• Bonuses/performance pay</li> <li>• Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any other fringe benefits not listed as eligible</li> <li>• Costs related to ongoing or other regular business activities and not specifically required for the Project.</li> <li>• Staff wages while receiving training or attending learning events.</li> <li>• Professional membership fees or dues.</li> <li>• Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM. This includes funding provided or committed through Climate Change Staff Grants from FCM's Municipalities for Climate Innovation Program.</li> </ul>
(10) Supplies and materials	Supplies and materials that are specifically needed to undertake the project.	Costs related to ongoing or other business activities, and not a specific requirement of the Project.
(11) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.

(12) Travel and accommodation	Travel and project associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines.	<ul style="list-style-type: none"> <li>Travel and associated expenses of a partner in the Project.</li> <li>Travel, accommodation and fees to attend conferences, missions, trade shows, etc.</li> </ul>
(13) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).

**SCHEDULE C – RECIPIENT’S SPECIFIC TERMS AND CONDITIONS**

**1. PROJECT**

The Recipient is receiving the Grant Amount to perform the following project:

The City of London will complete a feasibility study to evaluate options for administering secure bike parking throughout its urban area. Residents identified the lack of secure bike parking as a barrier to increasing active transportation during public engagement sessions on the city’s Mobility Master Plan. With the aim of removing barriers to cycling, the city’s purposed study will evaluate the following:

- Administration options for secure bike parking facilities (e.g., city owned, public–private partnership, non-profit)
- The availability of funding for secure bike parking
- Equity considerations for accessing secure bike parking
- The estimated potential contribution of secure bike parking towards increasing active transportation

The proposed study is linked to various city plans, policies and projects, such as:

- Mobility Master Plan
- Climate Emergency Action Plan
- Downtown Bike Lockers Project
- Secure bike parking project tied to the rapid transit initiative
- Zoning bylaw update on parking minimums
- Updated bicycle parking requirements

**Innovative aspect(s):** With limited national guidance on providing this type of infrastructure in Canadian municipalities, this study will contribute new knowledge on partnership potential and operational considerations around creating secure bike parking.

**Replicability:** The new information this study will provide on the operational and financial perspectives of providing secure bike parking is useful and will be of interest to other jurisdictions in Canada.

**2. PROJECT COSTS**

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

WORK PLAN AND BUDGET				
Milestones	Cost Category	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
<b>Milestone 1: FCM Project Proposal Preparation</b>	<b>Start date:</b>	01/2024	<b>End date:</b>	04/2024
FCM GMF Proposal Content	(8) Services	\$4,880	\$0	\$4,880
City of London in-kind staff time	(9) Staff remuneration	\$765	\$0	\$765

<b>Milestone 1 Subtotal</b>				<b>\$5,645</b>
<b>Milestone 2: Feasibility Study</b>	<b>Start date:</b>	09/2024	<b>End date:</b>	12/2024
Task 2.1: Project Initiation and Background Review	(8) Services	\$2,250	\$0	\$2,250
Task 2.2: Best Practices Review	(8) Services	\$8,430	\$0	\$8,430
Task 2.3: Options Evaluation	(8) Services	\$7,390	\$0	\$7,390
<b>Milestone 2 Subtotal</b>				<b>\$18,070</b>
<b>Milestone 3: Development of recommendations</b>	<b>Start date:</b>	09/2024	<b>End date:</b>	12/2024
Task 2.4: Recommendations and Next Steps	(8) Services	\$8,670	\$0	\$8,670
Task 2.5: Development of Final Report	(8) Services	\$12,360	\$0	\$12,360
Contingency Costs (at discretion of the City of London)	(8) Services	\$4,398	\$0	\$4,398
City of London in-kind staff time	(9) Staff remuneration	\$2,065	\$0	\$2,065
<b>Milestone 3 Subtotal</b>				<b>\$27,493</b>
<b>Subtotal – All Phases</b>		<b>\$51,208</b>	<b>\$0</b>	<b>\$51,208</b>

<b>Total Eligible Costs</b>	<b>\$51,208</b>
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Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain.  
 Yes - in its purchase order to the consultants, the City of London has allocation a 10% contingency cost to cover unforeseen tasks to be released at the discretion of the City of London

FCM will only reimburse costs incurred after April 25, 2024, except for costs incurred to write the application, which are eligible for reimbursement if incurred after January 26, 2024.

### 3. PROJECT SOURCES OF FUNDING

The funding for the Project is planned as:

Funding Source	Description	Date Confirmed	Amount	Percentage of Total Budget
Green Municipal Fund	Grant	29-08-2024	\$25,600	50%
City of London	Cash	26-04-2024	\$22,778	44%
City of London Staff remuneration	Staff remuneration	26-04-2024	\$2,830	6%
<b>TOTAL</b>			<b>\$51,208</b>	<b>100%</b>

### 4. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

- (i) the sum of twenty-five thousand six hundred dollars (\$25,600); or
- (ii) fifty percent (50%) of Eligible Costs.

### 5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

Payment and reporting table: The forecasted Contribution(s) amounts (\$), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to the lesser of:
<p><b>Progress Report</b></p> <ul style="list-style-type: none"> <li>• Schedule E – Project Progress Report</li> <li>• Evidence that Milestones 1-3 were completed: FCM Project Proposal Preparation, Feasibility Study and Development of Recommendations</li> <li>• Updated Project Workbook               <ul style="list-style-type: none"> <li>○ Sources of Funding</li> <li>○ Payment and reporting table</li> <li>○ Expense Claim</li> </ul> </li> <li>• Additional conditions: None</li> </ul>	At FCM's Request	n/a	n/a
<p><b>Final Contribution</b></p> <ul style="list-style-type: none"> <li>• Schedule D – Request for Contribution</li> <li>• Schedule F – Project Completion Report</li> <li>• Evidence that Milestones 1-3 were completed: FCM Project Proposal Preparation, Feasibility Study and Development of Recommendations</li> <li>• Updated Project Workbook</li> <li>• Sources of Funding</li> <li>• Payment and reporting table</li> <li>• Expense Claim</li> <li>• Final Feasibility Study</li> <li>• Additional conditions: None</li> </ul>	January 7 <sup>th</sup> , 2025	February 6 <sup>th</sup> , 2025	<ul style="list-style-type: none"> <li>• \$25,600 or</li> <li>• 50 % of Eligible Costs then incurred by the Recipient</li> </ul>

**6. JURISDICTION**

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of Ontario.

**7. CRA BUSINESS NUMBER**

The Recipient's CRA Business number is 119420883

**8. NOTICES**



To the Recipient:

The Corporation of the City of London  
PO Box 5035  
300 Dufferin Avenue  
London, Ontario  
N6A 4L9

Attention: Jamie Skimming  
Manager, Energy and Climate Change

- telephone: 519-661-2489 x5204
- by electronic mail: jskimmin@london.ca

Alternate Contact:

Attention: Allison Miller  
Senior Transportation Demand Management Coordinator

- telephone: amiller@london.ca
- by electronic mail: amiller@london.ca

To FCM:

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Victoria Hamilton  
Project Officer for GMF

- telephone: 343-300-6980
- by facsimile: 613-244-1515
- by electronic mail: vhamilton@fcm.ca



## SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

### [LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Victoria Hamilton  
Project Officer for GMF

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Conditions of Contribution set forth in Schedule C have been met by the Recipient.
- The Project conforms to the description set forth in Schedule C of the Agreement.
- The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.
- No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
- The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.
- All expenses claimed:
  - have been submitted through the Expense Claim template, in the Project Workbook;
  - have been incurred and paid, or are to be paid, by the Recipient;
  - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
  - were reasonably incurred in accordance with applicable industry standards; and
  - are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.
- I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be



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FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

audited.

- I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SCHEDULE E – PROJECT PROGRESS REPORT TEMPLATE

### VERY IMPORTANT:

**Timing:** You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

**Copyright:** If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

**Accessibility for people with disabilities:** Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

**Confidentiality:** If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

**Purpose:** Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

**Content outline:** Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this template from your GMF project officer.**

### Project information

GMF number:

Name of funding recipient:

Project title:

Date of Project Progress Report:

#### 1. Project status

- a) Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule C. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), your summary should build on the information you included in your previous report.

- b) Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)?
- c) If your initiative is a feasibility study or pilot project, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
- d) When do you expect to complete the Project (month/year)?

## 2. Lessons learned to date

- a) Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
- b) What barriers have you encountered so far and what solutions have you implemented to address them?
- c) If you were planning this type of Project again, what would you do differently, knowing what you know now?
- d) Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
- e) What advice would you give to someone in another community undertaking a similar project?

## 3. Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

- a) Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

- b) Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:
  - i) A caption describing what is featured in the photo.
  - ii) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2020, City of Ottawa/Madison Brown).
  - iii) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM photo consent form from your GMF project officer.**

**SCHEDULE F – PROJECT COMPLETION REPORT TEMPLATE****VERY IMPORTANT:**

**Timing:** You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

**Copyright:** Before you submit a report to FCM, make sure you hold the copyright for the report. If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

**Accessibility for people with disabilities:** Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

**Confidentiality:** If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

- 1. Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
- 2. Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Please contact your project officer to receive an electronic copy of the Completion Report Template.

**Upon completion of the project, a copy of the Final Deliverable must be submitted along with this Completion Report.**

FCM will post your report on the [Green Municipal Fund™ \(GMF\) website](#). This is because one of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies.

**How to complete the Completion Report**

The purpose of the Completion Report is to share the story of your community's experience in undertaking your project with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the project.

GMF grant recipients must enclose **final** copies of the Completion Report and the Final Deliverable with their final Request for Contribution. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by GMF. Additionally, reports must be dated. If you have questions about completing this report, please consult GMF staff.

<b>GMF number</b>	
<b>Name of lead applicant (municipality or other partner)</b>	
<b>Name, title, full address, phone, fax and e-mail address of lead technical contact for this study</b>	
<b>Date of the report</b>	

**1. Introduction**

- a) Who was involved in doing the Feasibility Study, and what are their affiliations? Please include name, title and contact information. Those involved could include municipal staff, engineers and other consultants, a representative from a non-governmental organization, and others.

**2. The Feasibility Study**

- a) Describe the process that you undertook to make this feasibility study a reality, from concept, to council approval, to RFP, to final deliverable.
- b) What were the objectives of the Feasibility Study (what was it seeking to determine)?
- c) What approach (or methodology) was used in the Feasibility Study to meet these objectives?
- d) Please describe any public consultations conducted as part of the Feasibility Study and their impact on the Study.

**3. Feasibility Study Findings and Recommendations**

- a) What were the environmental findings related to the options explored in the Feasibility Study? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- b) What were the financial findings related to the options explored in the Feasibility Study (for example, results of a cost-benefit analysis, financial savings identified, and so on)? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- c) Based on the environmental and financial findings above, what does the Feasibility Study recommend?

**4. Lead Applicant’s Next Steps**

- a) Taking the Feasibility Study’s recommendations into account, what next steps do you as the municipality plan to take? What potential benefits or internal municipal improvements would result from these next steps?

**5. Lessons Learned**

In answering the questions in this section, please consider all aspects of undertaking the Study — from the initial planning through each essential task until the Final Study was prepared.

- a) What would you recommend to other municipalities interested in doing a similar Feasibility Study? What would you do differently if you were to do this again?

- b) What barriers or challenges (if any) did you encounter in doing this Feasibility Study? How did you overcome them?

## 6. Knowledge Sharing

- a) Is there a website where more information about the Feasibility Study can be found? If so, please provide the relevant URL.
- b) In addition to the Feasibility Study results, has your Feasibility Study led to other activities that could be of interest to another municipality (for example, a new policy for sustainable community development, a series of model by-laws, the design of a new operating practice, a manual on public consultation or a measurement tool to assess progress in moving toward greater sustainability)? If so, please list these outcomes, and include copies of the relevant documents (or website links).

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